

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

FORM S-1
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

ALOPEXX, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

2836
(Primary Standard Industrial
Classification Code Number)

86-3959763
(I.R.S. Employer
Identification Number)

Alopexx, Inc.
186 Alewife Brook Pkwy #1068
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(617) 780-1598

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: **As soon as practicable after this Registration Statement is declared effective.**

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☐

Non-accelerated filer

☒

Accelerated filer

☐

Smaller reporting company

☒

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 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED MARCH 4, 2022**

Shares
Common Stock

This is a firm commitment initial public offering of shares of common stock of Alopecx, Inc. Prior to this offering, there has been no public market for our common stock. We anticipate that the initial public offering price of our shares will be between \$ and \$.

We have applied to have our common stock listed on The Nasdaq Capital Market under the symbol “ ”.

We are an “emerging growth company” as defined under the federal securities laws and, as such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and may elect to do so in future filings.

Investing in our common stock involves a high degree of risk. Before buying any shares, you should carefully read the discussion of the material risks of investing in our common stock under the heading “Risk Factors” beginning on page 13 of this prospectus.

Neither the Securities and Exchange Commission nor any other state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

(1) Underwriting discounts and commissions do not include a non-accountable expense allowance equal to _____ % of the initial public offering price payable to the underwriters. We refer you to “Underwriting” beginning on page 161 for additional information regarding underwriters’ compensation.

We have granted a 45-day option to the underwriters to purchase up to _____ additional shares of common stock solely to cover over-allotments, if any.

The underwriters expect to deliver the shares to purchasers on or about _____, 2022.

The date of this prospectus is _____, 2022

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Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus, or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus, or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or of any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: We have not, and the underwriters have not, done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, including the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and the related notes included elsewhere in this prospectus, before making an investment decision. Our fiscal year ends on December 31 of each year. Unless the context otherwise requires, all references in this prospectus to “we,” “us,” “our,” “our company” and “Alopexx” refer to Alopexx, Inc.

Overview

We are a clinical stage biotechnology company developing novel immune therapeutics for the prevention, treatment and mitigation of bacterial, fungal, and parasitic infections that express the antigenic target poly N-acetyl glucosamine (PNAG). That target has been found on an expanding number of pathogens. While the ultimate decision on the safety and efficacy of our therapeutics will be determined by the FDA and other health authorities, it is our management’s assessment that the broad-spectrum potential of our therapeutics will allow them to be used for the prevention, treatment, and mitigation of a wide range of infections. In a first-in-man trial, our vaccine candidate, AV0328, has been shown to be well tolerated with no serious adverse events observed. It was noted to induce protective antibodies against all PNAG-expressing pathogens tested. We believe our vaccine’s broad-spectrum potential will allow it to be used for the long-term prevention of a wide range of infections including pneumococcal pneumonia, methicillin-resistant *Staphylococcus aureus* (MRSA), meningitis, and sexually transmitted diseases. Similarly, our fully human monoclonal antibody, F598, that also targets PNAG, has been shown to be well tolerated and no serious adverse events were noted in phase 1 and pilot phase 2 trials. We believe it can provide immediate protection lasting 2-3 months. We seek to establish F598 as the standard of care for preventing and ameliorating gram-negative and gram-positive bacterial infections along with fungal infections by organisms that express PNAG in patients admitted to intensive care units (ICU). Utilization of these therapeutics also has potential applicability beyond infectious diseases, including treatment of neurological conditions and cognitive decline due to inflammation.

Our Lead Programs

To date over 75 separate pathogens have been found to express PNAG, including antimicrobial resistant (AMR) microbes. PNAG is a critical factor in pathogen survival and virulence (its ability to produce disease) and is used by bacteria to adhere to tissue and prostheses and to protect microbes from host immune defenses. Targeting PNAG offers the potential of creating the first broad-spectrum, anti-infective immune therapeutics. Our lead products are:

- **Vaccine AV0328** - a synthetic PNAG vaccine. A phase 1, first-in-man trial has been completed and the vaccine was found to be well tolerated, and no serious adverse events were observed. It induced antibodies that were capable of killing a wide range of PNAG-expressing pathogens. In vitro efficacy in killing was noted against every pathogen tested which included over 10 different microbial species. Based on those results, Alopexx proposed to the FDA that AV0328 be developed as a complement to currently approved *Streptococcus pneumoniae* vaccines (Pneumovax and Prevnar). Those vaccines, including the recently approved versions, cover at best 23 of the 100 known *Streptococcus pneumoniae* serotypes. AV0328 could provide protection against many of the remaining 80+ serotypes. Feedback from the FDA supported pursuing accelerated approval of AV0328 based on safety in vaccinated humans and utilization of a validated surrogate assay – opsonic killing mediated by the antibodies induced by the vaccine. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections, which management believes improves the likelihood of success.
- **Monoclonal antibody F598** - Phase 1 and pilot phase 2 trials of F598 have been completed. The antibody was found to be well tolerated, and no serious adverse events were observed. A single infusion was noted to provide sustained serum levels for 2-3 months. Unlike vaccines which may take several weeks or longer to induce protective immunity, administration of a monoclonal antibody provides immediate protection. Therefore, the antibody will be utilized in settings where an individual is at an immediate or near-term risk of developing an infection. Hospital-associated infections are one of the major settings where this occurs. Monoclonal antibody F598 will not replace antibiotics but will instead complement and augment their efficacy and by doing so reduce the development of antibiotic resistant organisms. Use of monoclonal antibody F598 in that setting offers the potential for it to become the first broad-spectrum therapeutic antibody. We will study this in a setting where the prevalence of acquired infections is very high – intensive care units. Demonstrating that monoclonal antibody F598 can reduce the morbidity/mortality related to microbial infections in ICU patients would constitute a major health advancement. We believe it would establish administration of F598 as part of the standard of care in that setting.

The immune-mediated anti-infective therapeutics being developed by Alopexx are unique. In the view of our management, no other immune therapeutics offer such broad-spectrum potential. The initial target indications being pursued will permit development of anti-PNAG therapeutics in a focused fashion and, if successful, will establish Alopexx's therapeutic platform to prevent and treat a wide range of disorders.

Our Pipeline

Compound	Indication	Discovery	Pre-Clinical	Phase I	Phase II	Phase III
F598	ICU Infections					
F598	Prevention of infection after Emergency Abdominal Surgery/Abdominal Trauma					
AV0328	<i>S. pneumoniae</i> infections					
AV0328	Meningococcal infections					
AV0328	Alzheimer's Disease					
AV0328	Diabetes					

As illustrated in the table above, we believe that both monoclonal antibody F598 and vaccine AV0328 can be developed for multiple indications. Beyond the initial indications detailed in this prospectus, clinical and pre-clinical data would support pursuing additional indications.

The completed phase 1 and pilot phase 2 trials of F598 justify the planned study to reduce the morbidity/mortality related to microbial infections in ICU patients. In addition, those studies can also be used to justify pursuing another indication where microbial infections are a significant concern - following emergency abdominal surgery.

A similar approach is envisioned for vaccine AV0328. While the initial focus will be as a complement to currently approved *Streptococcus pneumoniae* vaccines, serologic results in the phase 1 trial would also support developing the vaccine for meningococcal infections as well. In addition, as detailed below, ongoing pre-clinical research has noted the role of bacteria in the pathogenesis of Alzheimer's Disease and Type 1 Diabetes mellitus. Those results support the possible utility of our vaccine in those settings as well.

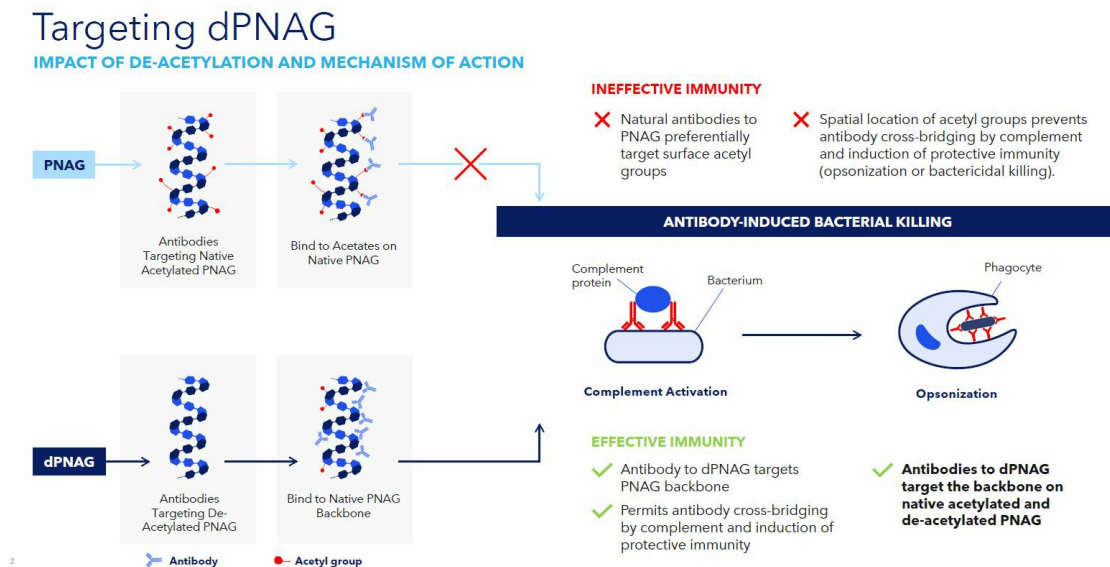
Beyond the broader indications mentioned above, use of the antibody may be effective in patients with an underlying immunodeficiency – specifically B cell deficiencies. B-cells are the immune cells that are involved with the humoral or antibody response. There are a number of conditions where patients are unable to produce a sufficient or any antibody in response to a pathogen. These disorders can be inherited (common variable Immunodeficiency, X-linked agammaglobulinemia, severe combined immunodeficiency) or associated with immunosuppressed population (cancer, transplant, treatment for autoimmune or inflammatory diseases. AIDS/HIV). In those cases, providing a fully functional antibody that could target a wide range of pathogens could treat or prevent the development of infections.

Our Science

For microbial pathogens, surface capsules, often composed of highly varied carbohydrate polymers, have been used successfully to vaccinate humans against *Streptococcus pneumoniae*, *Hemophilus influenzae* type b, *Neisseria meningitidis* and *Salmonella enterica* serovar typhi. However, efficacy is limited to the capsule types included in the vaccines. The PNAG polysaccharide is different. It has been found to be a component of the microbial surfaces of a large and expanding number of bacterial, fungal and parasitic pathogens. Beyond its wide distribution, another key component of PNAG, as a target antigen, is its critical role in virulence--the ability to cause an infection. Bacterial strains such as *S. aureus* that are genetically manipulated so they cannot produce PNAG have been found to have a significantly reduced ability to cause infections in mice. Laboratory studies have shown that loss of PNAG production decreases a given microbe's virulence. The synthesis of PNAG by all of these types of pathogens suggests an important role for this molecule in microbial biology. This indicates that PNAG could serve as a therapeutic target against many different microbes.

Natural antibodies to PNAG are common in humans and many animal species but these antibodies do not routinely have robust opsonic killing or immune protection against PNAG-producing microbes. This is due to inadequate engagement of the serum complement co-factor system that is needed for the induction of protective immunity. Thus, broad-based immunity to this antigen rarely develops naturally in human or animal populations. Naturally occurring microbial colonization or infection does not usually induce effective antibody responses to PNAG.

Alopexx's major proprietary advance was the recognition that this ineffective natural immunity was due to the high degree of acetylation of the native PNAG molecule. As illustrated in the figure below, natural PNAG has many acetyl groups on its surface. Those surface acetyl groups are responsible for inducing a natural but ineffective immune response. The acetyl groups can be removed by chemically altering PNAG. This results in a strong protective immunogen that now targets the backbone of PNAG and avoids participation from the acetyl groups. As illustrated in the figure below, targeting the backbone of PNAG leads to the induction of antibody-mediated bacterial killing. Alopexx's vaccine and antibody target the backbone on native PNAG and provide an effective immune response.



Our Market

We have performed independent commercial assessments for the initial indications that we intend to pursue use of the vaccine as a complement to currently approved *Streptococcus pneumoniae* vaccines and reducing the morbidity/mortality related to microbial infections in ICU patients for the antibody.

For the vaccine, the assumption was that AV0328 would be added as a complement to current *Streptococcus pneumoniae* vaccines. The relevant population would be the same adult and pediatric patients who currently receive approved *Streptococcus pneumoniae* vaccines, Prevnar and Pneumovax. Our initial target market segment included adults who had received existing pneumococcal vaccines and *de novo* pneumococcal vaccines and pediatric patients who receive such vaccines. The expected global revenue for the *Streptococcus pneumoniae* indication alone is expected to be over \$2 billion per year.

For the antibody the initial indication would be for the prevention and/or mitigation of hospital-associated infections in ICU patients. In the United States there are approximately 5 million ICU admissions per year (including pediatric patients). Our goal is that F598 would be added to the existing standard of care. In the market analysis we performed we considered adults discharged from the ICU with MRSA (methicillin resistant *Staphylococcus aureus*) colonization using a base case of 15%. We applied the same to the EU5 and Canada. Based on those assumptions peak sales were estimated to be \$2.3 billion per year.

If our monoclonal antibody is approved for the prevention and/or mitigation of hospital-associated infections in ICU patients, we believe it would be difficult for hospitals not to use it as part of the standard of care. Such approval would be based on the Alopexx monoclonal antibody demonstrating increased anti-infective efficacy in the ICU setting where antibiotics and anti-fungal drugs are routinely administered. Utilization of mAb F598 is unlikely to encounter the same adoption issues as the introduction and use of newer antibiotics, as it will augment prevention and treatment of infections in a clinically- and cost-effective manner. Newer antibiotics, such as those targeting AMR infections, retain their effectiveness only if they are used sparingly to avoid, as long as possible, microbial resistance to those newer agents. Because Alopexx's long-lasting, anti-infective immune therapeutics are not associated with the development of resistance and can be added to improve on the current standards of care, we believe objections to employing them will be low.

Our Strategy

The broad distribution of PNAG allows for an expansive range of microbial targets and disease indications to be targeted by Alopexx's immunotherapeutics. The products we have developed permit us to explore and develop the vaccine and monoclonal antibody to prevent or treat a wide range of disorders caused by PNAG-expressing organisms. These can be divided into two broad categories – specific microbial infections such as a Staph infection and diseases where PNAG-containing factors derived from the microbiota (microbes normally found in and on our body surfaces) have been implicated in driving disease progression. Our goal is to develop a broad-spectrum, non-antibiotic therapeutic platform for the prevention and treatment of microbial infections.

These anti-infective immune therapeutics represent a potential paradigm shift in the prevention, treatment, and amelioration of many microbial infections. In the view of our management, no other therapeutics offer such broad-spectrum potential that could target bacteria, fungi, and higher order microbial causes of infection. Anti-bacterial antibiotics and anti-fungal drugs must be administered frequently and over periods of days to months, whereas antibodies induced by the vaccine or administered as a monoclonal antibody are injected once or twice months apart and remain at high levels for 2-12 months. The Alopexx immunotherapeutics would be used in the same settings that antibiotics are used such as the intensive care unit, individuals undergoing surgery, people with suppressed immune systems and persons at high risk for microbial infections. This paradigm shift would be driven by the increased efficacy in reducing infections and costs due to effective immunity to PNAG. The Alopexx vaccine and monoclonal antibody could dramatically alter the way many infections are prevented and treated and significantly reduce reliance on antibiotics and the development of anti-microbial resistance.

The key elements of our strategic approach are the following:

- Develop vaccine AV0328 as a complement to currently approved *Streptococcus pneumoniae* vaccines (Prevnam and Pneumovax). Feedback from the FDA has supported pursuing accelerated approval of AV0328 based on safety in vaccinated humans and utilization of a validated surrogate assay – opsonic killing mediated by the antibodies induced by the vaccine. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections that management believes improves the likelihood of success.
- Establish monoclonal antibody F598 as the standard of care for preventing and ameliorating gram-negative and gram-positive bacterial infections along with fungal infections by organisms that express PNAG in patients admitted to ICUs.
 - We have developed a collaboration with Europe's largest health care system which has agreed to perform a 1600 patient phase 2 ICU study. The Assistance Publique-Hôpitaux de Paris (AP-HP) is the largest hospital system in Europe and one of the largest in the world. It provides health care, teaching, research and emergency medical services in 44 hospitals and sees more than 5.8 million patient visits annually.
- Collaborate with additional organizations in the hospital consortium arena and other pharmaceutical companies to advance our candidates
- Pursue the development of AV0328 and F598 for other bacterial infectious indications
- Enhance our intellectual property portfolio
- Establish scalable production of AV0328 and F598

These anti-infective immune therapeutics represent a potential paradigm shift in the prevention, treatment, and amelioration of many causes of microbial infections. This paradigm shift would be driven by the increased efficacy in reducing infections, costs due to effective immunity to PNAG, and a shift away from antibiotics. Our vaccine and monoclonal antibody could dramatically alter the reliance on antibiotics and the development of anti-microbial resistance would be dramatically reduced.

Intellectual Property

Our patent portfolio contains 4 patent families with coverage through 2040-2042. This includes both composition of matter and use patents. We have also exclusively licensed four issued U.S. and PCT patents from Brigham and Women's Hospital. Those patents cover the vaccine and methods of use, the F598 monoclonal antibody and variants and the methods of use of the vaccine and/or the anti-PNAG antibody. We continue to seek to maximize the scope of our patent protection for all our programs. In addition to patents, synthesis of the PNAG oligosaccharide is covered by a trade secret agreement. The F598 monoclonal antibody is produced using a proprietary master cell bank.

Our Leadership Team

We have assembled an experienced management team with deep research, development, and commercialization experience in the areas of infectious diseases, immunotherapy as well as other medical areas - oncology, endocrinology, neurology, and rare diseases. They have held academic appointments at Harvard Medical School, Yale University School of Medicine, University of Pittsburgh and others. Members of our team bring experiences from multiple biotech and pharmaceutical companies including Pfizer, Boehringer Ingelheim, Pharmacia and Eli Lilly, among others.

Our Corporate Information

Our company was re-organized in June 2021 and is located at 186 Alewife Brook Pkwy #1068, Cambridge, MA 02138. The founders have been associated with the development of our technologies since they were originally licensed from Harvard in 2006 for the monoclonal antibody and 2011 for the vaccine. Our telephone number is (617) 780-1598. Our website address is <https://www.alopexx.com>. Information contained on, or that can be accessed through, our website is not incorporated by reference in this prospectus.

Risk Factors Summary

Our business is subject to a number of risks of which you should be aware of before making an investment decision. These risks are discussed more fully in the “*Risk Factors*” section of this prospectus immediately following this prospectus summary. Some of these risks include the following:

- We are in the early stages of clinical development and have a very limited operating history and no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- We anticipate that we will continue to incur substantial net losses for the foreseeable future and may never achieve or maintain profitability. Our stock is a highly speculative investment.
- Our history of recurring losses and anticipated expenditures raises substantial doubts about our ability to continue as a going concern. Our ability to continue as a going concern requires that we obtain sufficient funding to finance our operations.
- Even after this offering, we may require substantial additional funding to finance our operations. If we are unable to raise additional capital when needed, we could be forced to delay, reduce or terminate certain of our development programs or other operations.
- Our approach to the development of our vaccine and antibody candidates is based on novel technologies that are unproven, which may expose us to unforeseen risks and makes it difficult to predict the time and cost of vaccine candidate development and time to obtain regulatory approval.
- Approvals by the FDA and EMA for existing pneumococcal vaccines, such as Prevnar 13 and Pneumovax 23, may not be indicative of what these regulators may require for approval of our vaccine. For example, we expect to use opsonophagocytic killing (OPK) titers as the primary immunogenicity surrogate endpoint for the AV0328 program in adults because Prevnar 13 was approved based on the establishment of non-inferiority of serotype-specific OPK responses relative to Pneumovax 23; however, there can be no assurance that this streamlined non-inferiority approach will be sufficient for regulatory approval or that regulators will not require field efficacy trials.

- Our business is highly dependent on the success of AV0328 and F598, both of which are in the early stages of clinical development. If we are unable to obtain approval for AV0328 or F598 and effectively commercialize them, our business would be significantly harmed.
- Our primary competitors have significantly greater resources and experience than we do, which may make it difficult for us to successfully develop our vaccine, or may result in others discovering, developing or commercializing products before or more successfully than us.
- Our business could be adversely affected by the effects of health epidemics, including the evolving effects of the COVID-19 pandemic, in regions where we or third parties on which we rely have significant manufacturing facilities, concentrations of potential clinical trial sites or other business operations. The COVID-19 pandemic could materially affect our operations as well as the business or operations of our contract manufacturer or other third parties with whom we conduct business.
- We currently rely on third-party manufacturing and supply partners, including Lonza and Glycosyn to supply raw materials and components for, and manufacture, our vaccine and antibody candidates. Our inability to have sufficient quantities of our candidates manufactured, or our failure to comply with applicable regulatory requirements or to supply sufficient quantities at acceptable quality levels or prices, or at all, would materially and adversely affect our business.
- The FDA regulatory approval process is lengthy and time-consuming, and we may experience significant delays in the clinical development and regulatory approval of our vaccine.
- If we are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection obtained is not sufficiently broad, we may not be able to compete effectively in our markets.
- We have identified a material weakness in our internal control over financial reporting, and the failure to remediate this material weakness may adversely affect our business, investor confidence in our company, our financial results and the market value of our common stock.

Market and Industry Data

Unless otherwise indicated, information contained in this prospectus concerning our industry, competitive position and the markets in which we operate is based on information from independent industry and research organizations, other third-party sources and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and other third-party sources, as well as data from our internal research, and are based on assumptions we made upon reviewing such data, and our experience in, and knowledge of, such industry and markets, which we believe to be reasonable. In addition, projections, assumptions and estimates of the future performance of the industry in which we operate and our future performance are necessarily subject to uncertainty and risk due to a variety of factors, including those described in “*Risk Factors*” and “*Special Note Regarding Forward-Looking Statements*.” These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

Implications of Being an Emerging Growth Company

We qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act, or the JOBS Act. An emerging growth company may take advantage of reduced reporting requirements that are otherwise applicable to public companies. These provisions include, but are not limited to:

- not being required to comply for a certain period of time with the auditor attestation requirements of Section 404 of the Sarbanes Oxley Act of 2002, as amended;

- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements; and
- exemptions from the requirements of holding a stockholder advisory vote on executive compensation and any golden parachute payments not previously approved.

We will remain an emerging growth company until the earliest of (i) the last day of our first fiscal year in which we have total annual gross revenues of \$1.07 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (iii) the date on which we are deemed to be a “large accelerated filer,” under the rules of the SEC, which means the market value of equity securities that is held by non-affiliates exceeds \$700.0 million; and (iv) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period.

We have elected to take advantage of certain of the reduced disclosure obligations in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we are no longer an emerging growth company, or we affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. However, as described in Note 2 to our financial statements included elsewhere in this prospectus, we early adopted certain accounting standards, as the JOBS Act does not preclude an emerging growth company from adopting a new or revised accounting standard earlier than the time that such standard applies to private companies to the extent early adoption is permitted. As a result, the information that we provide to our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests.

The Offering

Issuer	Alopexx, Inc.
Common stock offered by us	shares
Over-allotment option	shares
Common stock to be outstanding immediately after this Offering	shares (shares if the underwriters exercise their over-allotment option in full)
Use of proceeds	We estimate that the net proceeds from the sale of our common stock in this offering will be approximately \$ million (or approximately \$ million if the underwriters exercise their over-allotment option in full), based on the assumed initial public offering price of \$ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, facilitate future access to the public equity markets by us, our employees and our stockholders and increase our visibility in the marketplace. We currently intend to use the net proceeds we receive from this offering to fund completion of proof-of-concept clinical trials of vaccine AV0328 and monoclonal antibody F598, including manufacturing scale-up activities, and for general corporate purposes, including working capital, operating expenses and capital expenditures. See the section entitled “Use of Proceeds” for additional information.
Risk factors	See the section entitled “Risk Factors” for additional information.
Proposed trading symbol on the Nasdaq Capital Market	“ ”
The number of shares of our common stock that will be outstanding after this offering is based on shares of our common stock outstanding as of , including:	
- the issuance of shares of our common stock as a result of the expected net exercise of an outstanding warrant to purchase shares of our common stock; and - the conversion into shares of our common stock of the convertible notes currently outstanding upon the closing of this offering.	
The number of shares of our common stock that will be outstanding after this offering excludes:	
- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock granted after , with a weighted-average exercise price of \$ per share; and - shares of our common stock reserved for future issuance under our 2022 Equity Incentive Plan.	

Unless otherwise indicated, the information in this prospectus assumes:

- an initial public offering price of \$ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus;
- no exercise of the outstanding options described above;
- the net exercise of the outstanding warrant to purchase shares of our common stock with an exercise price of \$ per share, resulting in the issuance of shares of our common stock, assuming an initial public offering price of \$ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, which warrant will terminate if not exercised prior to the completion of this offering;
- no exercise of the underwriters' option to purchase up to an additional shares of our common stock;
- assumes no exercise of the representative's warrants to be issued to the representative of the underwriters in this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur upon the closing of this offering; and
- the conversion into shares of our common stock of the convertible notes currently outstanding upon the closing of this offering.

Summary Financial Data

The following tables set forth our summary statements of operations data for the years ended December 31, 2021 and 2020 and our summary balance sheet data as of December 31, 2021. The statements of operations data for the years ended December 31, 2021 and 2020 have been derived from our audited financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. You should read the following summary financial data together with the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes included elsewhere in this prospectus. The summary financial data included in this section are not intended to replace the financial statements and are qualified in their entirety by our financial statements and the related notes included elsewhere in this prospectus.

	Year Ended December 31,	
	2021	2020
Statements of Operations Data:		
Operating expenses:		
Research and development	\$ 188,617	\$ 1,352,342
General and administrative	714,792	314,006
Total operating expenses	903,409	1,666,348
Loss from operations	(903,409)	(1,666,348)
Other (expense) income, net:	(53,545)	(34,387)
Net loss	<u>\$ (956,954)</u>	<u>\$ (1,700,735)</u>
Net loss per share attributable to common stockholders, basic and diluted	(0.21)	(0.26)
Weighted-average shares outstanding used in computing net loss per share attributable to common stockholders, basic and diluted	4,468,106	6,427,908
Pro forma net loss per share, basic and diluted		
Weighted-average shares outstanding used in computing pro forma net loss per share, basic and diluted		

	December 31, 2021		
	Actual	Pro Forma(1)	Pro Forma As Adjusted(2)
Balance Sheet Data:			
Cash	\$ 40,208		
Other Current Assets	108,608		
Total assets	148,816		
Common Stock – voting	20		
Common Stock – non-voting	300		
Additional Paid in Capital	4,202,935		
Accumulated Deficit	(4,945,682)		
Total stockholders' (deficit) equity	\$ (742,427)		

- 1) The pro forma balance sheet data gives effect to the issuance of shares of our common stock as a result of the expected net exercise of an outstanding warrant to purchase shares of our common stock, assuming an initial public offering price of \$ per share.
- 2) The pro forma as adjusted column gives effect to: (i) the pro forma adjustments set forth in footnote (1) above and (ii) the sale of shares of our common stock in this offering at the assumed initial public offering price of \$ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our financial statements and the related notes and the section of this prospectus entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common stock. Many of the following risks and uncertainties are, and will be, exacerbated by the COVID-19 pandemic and any worsening of the global business and economic environment as a result. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

Risks Related to Our Financial Position and Capital Needs

We are in the early stages of vaccine development and have a very limited operating history and no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

To date, we have devoted substantially all of our resources to performing research and development, undertaking preclinical and clinical studies and enabling manufacturing activities in support of our product development efforts, hiring personnel, acquiring and developing our technology, performing business planning, establishing our intellectual property portfolio and raising capital to support and expand such activities. As an organization, we have not yet demonstrated an ability to successfully complete clinical development, obtain regulatory approvals, or conduct sales and marketing activities necessary for successful commercialization or arrange for a third party to conduct these activities on our behalf. Consequently, any predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history.

Our current portfolio includes two clinical programs. We may encounter unforeseen expenses, difficulties, complications, delays and other known or unknown factors in achieving our business objectives, including with respect to our clinical candidates. We will need to transition at some point from a company with a research and development focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

We have incurred significant net losses since inception and anticipate that we will continue to incur substantial net losses for the foreseeable future and may never achieve profitability.

Our stock is a highly speculative investment. We are clinical stage biotechnology company that was incorporated in June 2021. Investment in clinical stage companies and vaccine development is highly speculative because it entails substantial upfront capital expenditures and significant risk that any potential vaccine candidate will not gain regulatory approval or become commercially viable. The same challenges apply to our monoclonal antibody. We do not have any products approved for sale and have not generated any revenue from product sales. As a result, we are not profitable and have incurred losses in each year since inception. Our net losses were \$956,954 and \$1,700,735 for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 we had an accumulated deficit of \$4,945,682.

We expect to continue to spend significant resources to fund research and development of, and seek regulatory approvals for, our vaccine and antibody candidates. We expect to incur substantial and increasing operating losses over the next several years as our research, development, manufacturing, preclinical testing and clinical trial activities increase. As a result, our accumulated deficit will also increase significantly. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. However, we do not expect to generate any revenue from commercial product sales unless and until we successfully complete development and obtain regulatory approval of our vaccine, which we expect will take a number of years. Our prior losses and expected future losses have had and will continue to have an adverse effect on our stockholders' equity and working capital. Even if we eventually generate revenue, we may never be profitable and, if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis.

Our history of recurring losses and anticipated expenditures raises substantial doubts about our ability to continue as a going concern. Our ability to continue as a going concern requires that we obtain sufficient funding to finance our operations.

We have incurred operating losses to date and it is possible we may never generate sufficient cash flow from operations to operate as a going concern. We have concluded, and the report from our independent registered public accounting firm for the year ended December 31, 2021 includes an explanatory paragraph stating, that our significant working capital deficiency, recurring losses and negative cash flows from operations and required additional funding to finance our operations raise substantial doubt about our ability to continue as a going concern. If we are unable to obtain sufficient funding, we could be forced to delay, reduce or eliminate all of our research and development programs, product portfolio expansion or commercialization efforts, and our financial condition and results of operations will be materially and adversely affected and we may be unable to continue as a going concern. After the completion of this offering, future reports from our independent registered public accounting firm may also contain statements expressing substantial doubt about our ability to continue as a going concern. If we seek additional financing to fund our business activities in the future and there remains substantial doubt about our ability to continue as a going concern, investors or other financing sources may be unwilling to provide additional funding to us on commercially reasonable terms or at all.

Even after this offering, we will require substantial additional funding to finance our operations. If we are unable to raise additional capital when needed, we could be forced to delay, reduce or terminate certain of our development programs or other operations.

As of we had cash and cash equivalents of \$. We believe that the net proceeds from this offering will be approximately \$ million, based on an assumed public offering price of \$ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We believe that such proceeds, together with our existing cash and cash equivalents as of the date of this prospectus, will fund our current operating plans through at least the next months from the date of this offering. However, our operating plan may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned. We will need to raise additional capital before we can progress any of our vaccine into a pivotal clinical trial. We expect to finance our cash needs through public or private equity or debt financings, third-party (including government) funding and marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements or any combination of these approaches. Our ability to raise additional capital may be adversely impacted by potential worsening global economic conditions and the recent disruptions to and volatility in the credit and financial markets in the United States and worldwide, including the trading price of common stock, resulting from the ongoing COVID-19 pandemic. Our future capital requirements will depend on many factors, including:

- the timing, scope, progress, results and costs of research and development, testing, screening, manufacturing, preclinical development and clinical trials;
- the outcome, timing and cost of seeking and obtaining regulatory approvals from the U.S. Food and Drug Administration, or FDA, and comparable foreign regulatory authorities, including the potential for such authorities to require that we perform field efficacy studies for our pneumococcal conjugate vaccine, or PCV, candidates, require more studies than those that we currently expect or change their requirements regarding the data required to support a marketing application;
- the cost of building a sales force in anticipation of any product commercialization;
- the costs of future commercialization activities, including product manufacturing, marketing, sales, royalties and distribution, for our vaccine for which we receive marketing approval;
- our ability to maintain existing, and establish new, strategic collaborations, licensing or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty or other payments due under any such agreement;
- any product liability or other lawsuits related to our products;

- the expenses needed to attract, hire and retain skilled personnel;
- the revenue, if any, received from commercial sales, or sales to foreign governments, of our vaccine for which we may receive marketing approval;
- the costs to establish, maintain, expand, enforce and defend the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make, or that we may receive, in connection with licensing, preparing, filing, prosecuting, defending and enforcing of any patents or other intellectual property rights;
- the costs of operating as a public company; and
- the impact of the COVID-19 pandemic, which may exacerbate the magnitude of the factors discussed above.

Our ability to raise additional funds will depend on financial, economic and other factors, many of which are beyond our control. We cannot be certain that additional funding will be available on acceptable terms, or at all. We have no committed source of additional capital and if we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of our vaccine or other research and development initiatives. Our license agreements may also be terminated if we are unable to meet the payment obligations or milestones under the agreements. We could be required to seek collaborators for our vaccine at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available or relinquish or license on unfavorable terms our rights to our vaccine in markets where we otherwise would seek to pursue development or commercialization ourselves.

Due to the significant resources required for the development of our vaccine, and depending on our ability to access capital, we may need to prioritize development of the vaccine over the antibody. Moreover, we may expend our limited resources on a program that does not yield a successful result.

Due to the significant resources required for the development of our vaccine and antibody, we may decide to pursue one program over the other. Our decisions concerning the allocation of research, development, management and financial resources toward a particular program may not lead to the development of any viable commercial product and may divert resources away from better opportunities. If we make incorrect determinations regarding the viability or market potential of our programs or misread trends in the biopharmaceutical industry our business could be seriously harmed.

Raising additional capital may cause dilution to our stockholders, including investors in this offering, restrict our operations or require us to relinquish rights to one or more of our technologies.

We may seek additional capital through a combination of public and private equity offerings, debt financings, strategic partnerships and alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder. The incurrence of indebtedness would result in increased fixed payment obligations and could involve certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. If we raise additional funds through strategic partnerships and alliances and licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, intellectual property, future revenue streams, research programs or current or future product candidates or grant licenses on terms unfavorable to us and our shareholders.

Risks Related to Our Business and Industry

Our approach to the development of our vaccine candidate is based on novel technologies that are unproven, which may expose us to unforeseen risks and makes it difficult to predict the time and cost of candidate development and obtaining regulatory approvals.

The preclinical and clinical trial requirements of the FDA, European Medicines Agency, or EMA, and other regulatory agencies and the criteria these regulators use to determine the safety and efficacy of a vaccine candidate are determined according to the type, complexity, novelty and intended use and market of the potential products. Approvals by the FDA and EMA for existing pneumococcal vaccines, such as Prevnar 13 and Pneumovax 23, may not be indicative of what these regulators may require for approval of our vaccine. Furthermore, while there have been approvals granted for both pneumococcal conjugate vaccines and meningococcal conjugate vaccines based on surrogate immune endpoints rather than field efficacy studies, we will not be able to confirm this approach's applicability for our vaccine until we complete our Phase 2 clinical development program. More generally, approvals by any regulatory agency may not be indicative of what any other regulatory agency may require for approval or what such regulatory agencies may require for approval in connection with new vaccine. Moreover, our vaccine may not perform successfully in clinical trials.

We have limited experience in the conduct of clinical trials and have never obtained approval of any product candidates and may be unable to do so successfully.

We have not yet demonstrated our ability to operate successfully including large-scale, pivotal clinical trials, obtain regulatory approvals, manufacture a commercial scale product, or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful commercialization. Commencing clinical trials is subject to finalizing the trial design based on discussions with the FDA and other regulatory authorities. Any guidance we receive from the FDA or other regulatory authorities is subject to change. These regulatory authorities could change their position, including, on the acceptability of our trial designs or the clinical endpoints selected, which may require us to complete additional clinical trials or impose stricter approval conditions than we currently expect. Successful completion of our clinical trials is a prerequisite to submitting a Biological Licensing Application or BLA, to the FDA and a Marketing Authorization Application, or MAA, to the European Medicines Agency, or EMA, for each product candidate and, consequently, the ultimate approval and commercial marketing of each product candidate. We have completed phase 1 studies with vaccine AV0328 and monoclonal antibody F598, but we do not know whether any of our future clinical trials will begin on time or ever be completed on schedule, if at all.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing, if the results of these trials or tests are not positive or are only modestly positive or if there are safety concerns, we may:

- be delayed in obtaining marketing approval for our product candidates;
- not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- be subject to post-marketing testing requirements; or

- have the product removed from the market after obtaining marketing approval.

If we are unable to complete development of or commercialize our vaccine or antibody or experience significant delays in doing so, our business would be materially harmed.

Our ability to achieve and sustain profitability depends on obtaining regulatory approvals for and successfully commercializing our vaccine and antibody, either alone or with third parties. We cannot guarantee that we will ever obtain regulatory approval for our vaccine or antibody. Before obtaining regulatory approval for the commercial distribution of our vaccine and antibody, we must conduct extensive clinical trials to demonstrate their safety and efficacy.

We may not have the financial resources to continue development of, or to enter into new collaborations for, a vaccine or antibody candidate if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, our vaccine or antibody, including:

- negative or inconclusive results from our preclinical or clinical trials, leading to a decision or requirement to conduct additional preclinical testing or clinical trials or abandon a program;
- product-related adverse effects experienced by patients in our clinical trials;
- timely completion of our preclinical studies and clinical trials, including any field efficacy studies that may be required, which may be significantly slower or cost more than we currently anticipate and will depend substantially upon the performance of third-party contractors;
- delays in submitting INDs or compatible foreign applications or delays or failures in obtaining necessary approvals from regulators to commence a clinical trial, or suspension or termination of a clinical trial once commenced;
- conditions imposed by the FDA or similar foreign authorities regarding the scope or design of our clinical trials, including any requirements to perform field efficacy studies;
- delays in enrolling patients in our clinical trials;
- the availability of coverage and adequate reimbursement and pricing from third-party payors, including government authorities,
- pertaining to the vaccine, once approved, and patients' willingness to pay out-of-pocket if third-party payor reimbursement is limited or not available;
- greater than anticipated costs of our clinical trials, including chemistry, manufacturing and controls, or CMC, activities related to our clinical trials;
- harmful side effects or inability of our vaccine or antibody to meet efficacy endpoints;
- unfavorable FDA or other regulatory agency inspection and review of one or more of our clinical trial sites or our contract manufacturers' facilities;

- failure of our third-party contractors or investigators to comply with regulatory requirements or otherwise meet their obligations in a timely manner, or at all;
- the impact on the various regulatory, clinical trial or manufacturing processes as result of the COVID-19 pandemic;
- delays and changes in regulatory requirements, policy and guidelines, including the imposition of additional regulatory oversight around clinical testing generally or with respect to our technology or vaccine in particular; or
- varying interpretations of our data by the FDA and comparable foreign regulatory authorities.

In particular, while we believe our vaccine could receive regulatory approval based on well-defined surrogate immune endpoints, consistent with how other PCVs have obtained regulatory approval in the past, rather than requiring clinical field efficacy studies, there can be no assurance that the FDA or comparable foreign regulatory authorities will provide approvals on such basis.

Our inability to complete development of or commercialize our vaccine, or significant delays in doing so due to one or more of these factors, could have a material and adverse effect on our business, financial condition, results of operations and prospects.

Moreover, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA or comparable foreign regulatory authorities. The FDA or comparable foreign regulatory authorities may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the study. The FDA or comparable foreign regulatory authorities may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of our marketing applications by the FDA or comparable foreign regulatory authorities, as the case may be, and may ultimately lead to the denial of marketing approval of our vaccine.

Our business is highly dependent on the success of vaccine AV0328 and antibody F598 which are in clinical development. If we are unable to obtain approval for AV0328 and F598 and effectively commercialize them, our business would be significantly harmed.

Our business and future success depends on our ability to obtain regulatory approval of, and then successfully commercialize our vaccine and antibody. The ultimate decision on the safety and efficacy of our therapeutics will be determined by the FDA and other health authorities. Both the vaccine and antibody are in the early stages of clinical development. Both have been noted to be well tolerated, no serious adverse events have been noted and preliminary laboratory-based efficacy has been noted. However, subsequent studies may not demonstrate the safety and efficacy of our vaccine and/or antibody. Both the vaccine and antibody will require additional clinical and non-clinical development, regulatory review and approval in multiple jurisdictions, substantial investment, access to sufficient preclinical, clinical and commercial manufacturing capacity and significant marketing efforts before we can generate any revenue from product sales. We cannot provide any assurance that we will be able to successfully advance the antibody and vaccine through the development process.

The clinical and commercial success of our antibody and vaccine will depend on a number of factors, including the following:

- our ability to raise any additional required capital on acceptable terms, or at all;

- timely completion of our clinical trials, which may be significantly slower or cost more than we currently anticipate and will depend substantially upon the performance of third-party contractors;
- whether we are required by the FDA or similar foreign regulatory agencies to conduct additional clinical trials, including field efficacy studies, or other studies beyond those planned to support the approval and commercialization of our vaccine and antibody;
- acceptance of our proposed indications and primary surrogate endpoint assessments for our vaccine by the FDA and similar foreign regulatory authorities;
- our ability to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities the safety, efficacy and acceptable risk to benefit profile of our antibody and vaccine;
- any vaccine-vaccine interference studies that may be required, particularly with the standard of care pediatric vaccine regimen;
- the prevalence, duration and severity of potential side effects or other safety issues experienced with our vaccine and antibody, if any;
- the timely receipt of necessary marketing approvals from the FDA or comparable foreign regulatory authorities;
- achieving, maintaining and, where applicable, ensuring that our third-party contractors achieve and maintain compliance with our contractual obligations and with all regulatory requirements applicable to our vaccine or any future vaccine or approved products, if any;
- obtaining and maintaining an Advisory Committee on Immunization Practices, or ACIP, preferred recommendation or comparable foreign regulatory authority's recommendation of our vaccine and the willingness of physicians, operators of clinics and patients to utilize or adopt our vaccine to prevent or treat age-associated diseases;
- the ability of third parties with whom we contract to manufacture adequate clinical study and commercial supplies of our vaccine and antibody to remain in good standing with regulatory agencies and develop, validate and maintain commercially viable manufacturing processes that are compliant with current good manufacturing practices, or cGMP;
- our ability to successfully develop a commercial strategy and thereafter commercialize our vaccine and antibody in the United States and internationally, if approved for marketing, reimbursement, sale and distribution in such countries and territories, whether alone or in collaboration with others;
- the convenience of our treatment or dosing regimen;
- acceptance by physicians, payors and patients of the benefits, safety and efficacy of our vaccine or antibody if approved, including relative to alternative and competing treatments;
- patient demand for our vaccine, if approved;
- our ability to establish and enforce intellectual property rights in and to our vaccine and antibody;
- our ability to avoid third-party patent interference, intellectual property challenges or intellectual property infringement claims; and

- the impact of the COVID-19 pandemic, which may exacerbate the magnitude of the factors discussed above.

These factors, many of which are beyond our control, could cause us to experience significant delays or an inability to obtain regulatory approvals or commercialize our vaccine and antibody. Even if regulatory approvals are obtained, we may never be able to successfully commercialize our vaccine or antibody. Accordingly, we cannot provide assurances that we will be able to generate sufficient revenue through the sale of our antibody or vaccine to continue our business or achieve profitability.

Our primary competitors have significantly greater resources and experience than we do, which may make it difficult for us to successfully develop our vaccine and antibody, or may result in others discovering, developing or commercializing products before or more successfully than us.

The vaccine market is intensely competitive and is dominated by a small number of multi-national, globally established pharmaceutical corporations with significant resources. For instance, Pfizer, Merck, GlaxoSmithKline and Sanofi together control approximately 75% of the global vaccine market. We may also face competition from many different sources, including pharmaceutical and biotechnology companies, academic institutions, governmental agencies and public and private research institutions. For example, Sanofi and SK Chemicals have partnered to develop a PCV, and Affinivax and Astellas have partnered to develop an affinity-bound pneumococcal vaccine.

Our vaccine may be viewed as competition with existing vaccines and new vaccines that may become available in the future. Many of our competitors have substantially greater financial, lobbying, technical, human and other resources than we do and may be better equipped to develop, manufacture and market technologically superior vaccines, including the potential that our competitors may develop chemical processes or utilize novel technologies for developing vaccines that may be superior to those we employ. In addition, many of these competitors have significantly greater experience than we have in undertaking preclinical testing and clinical trials of new products and in obtaining regulatory approvals, including for many vaccine franchises. Accordingly, our competitors may succeed in obtaining FDA approval or a preferred recommendation for their products. For example, Prevnar 13 obtained FDA approval for the prevention of invasive pneumococcal disease, or IPD, in infants based on non-inferior IgG antibody responses relative to Prevnar, using the surrogate immune endpoints established by the prior Prevnar field efficacy study. Pfizer is currently implementing a similar approach to development of its 20-valent PCV vaccine candidate and may have a more efficient path to regulatory approval given Pfizer's and the FDA's previous experience with Prevnar 13. For more information, see the section entitled "Business—Competition."

Many of our competitors have established distribution channels for the commercialization of their vaccine products, whereas we have no such established channels or capabilities. In addition, many competitors have greater name recognition, more extensive collaborative relationships or the ability to leverage a broader vaccine portfolio. Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize vaccines that are safer, more effective, more convenient, less expensive or with a more favorable label than any vaccine that we may develop.

As a result of these factors, our competitors may obtain regulatory approval of their products before we are able to, which may limit our ability to develop or commercialize our vaccine. Our competitors may also develop vaccines that are safer, more effective, more widely accepted or less expensive than ours, and may also be more successful than we are in manufacturing and marketing their products. These advantages could render our vaccine non-competitive before we can recover the costs of such vaccine development and commercialization.

Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller and early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific, management and commercial personnel, establishing clinical trial sites and subject enrollment for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

To date, no non-serotype-specific vaccine has received approval from the FDA or been commercialized.

Currently approved *Streptococcus pneumoniae* vaccines are serotype-specific. They have multiple components that specifically target a subset of *Streptococcus pneumoniae*. Prevnar 13 targets 13 of the 100+ known serotypes. A non-serotype specific vaccine such as AV0328 can potentially address all serotypes. While the FDA has not approved a vaccine for use that is non-serotype-specific such as Alopexx's vaccine our communications with the FDA lead us to believe that such an approach is feasible. There is no assurance that the FDA will approve our vaccine and the non-serotype-specific nature of our vaccine could make FDA approval more difficult to achieve.

Even if we obtain regulatory approval of our vaccine, the product may not gain market acceptance among regulators, advisory boards, physicians, patients, third-party payors and others in the medical community.

Even if any of our vaccine receives marketing approval, they may fail to receive recommendations for use by regulators or advisory boards that recommend vaccines, or gain market acceptance by physicians, patients, third-party payors and others in the medical community. If they do not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of any vaccine, if approved for commercial sale, will depend on a number of factors, including but not limited to:

- receiving CDC and ACIP recommendations for use, as well as recommendations of comparable foreign regulatory and advisory bodies;
- prevalence and severity of the disease targets for which our vaccine is approved;
- physicians, hospitals, third-party payors and patients considering our vaccine as safe and effective;
- the potential and perceived advantages of our vaccine over existing vaccines, including with respect to spectrum coverage or immunogenicity;
- the prevalence and severity of any side effects;
- product labeling or product insert requirements of the FDA or comparable foreign regulatory and advisory bodies;
- limitations or warnings contained in the labeling approved by the FDA or comparable foreign regulatory and advisory bodies;
- the timing of market introduction of our vaccine as well as competitive products;
- the cost of treatment in relation to alternative treatments;

- the availability of coverage and adequate reimbursement and pricing by third-party payors, including government authorities;
- the willingness of patients to pay out-of-pocket in the absence of coverage and adequate reimbursement by third-party payors, including government authorities;
- relative convenience and ease of administration, including as compared to competitive vaccines and alternative treatments;
- the effectiveness of our sales and marketing efforts; and
- the impact of the COVID-19 pandemic, which may exacerbate the magnitude of the factors discussed above.

In the United States, the CDC and ACIP develop vaccine recommendations for both children and adults, as do similar agencies around the world. To develop its recommendations, ACIP forms working groups that gather, analyze and prepare scientific information. The ACIP also considers many of the factors above, as well as myriad additional factors such as the value of vaccination for the target population regarding the outcomes, health economic data and implementation issues. ACIP recommendations are also made within categories, such as in an age group or a specified risk group. For example, the ACIP may determine that a preferred recommendation in a smaller child population may be more economical than recommending vaccinations for a larger adult population, which could adversely impact our market opportunity. New pediatric vaccines that receive an ACIP preferred recommendation are almost universally adopted, and adult vaccines that receive a preferred recommendations are widely adopted. For example, in 2014, the ACIP voted to recommend Prevnar 13 for routine use to help protect adults aged 65 years and older against pneumococcal disease, which caused Prevnar 13 to become the standard of care along with continued use of Pneumovax 23.

ACIP can also modify its preferred recommendation. For instance, in June 2019, the ACIP voted to revise the pneumococcal vaccination guidelines and recommend Prevnar 13 for adults 65 and older based on the shared clinical decision making of the provider and patient, rather than a preferred use recommendation, which means the decision to vaccinate should be made at the individual level between health care providers and their patients. Pfizer recently noted that this revised recommendation is expected to have a negative effect on Prevnar 13 revenue for future periods.

If our vaccine is approved but fail to receive CDC and ACIP recommendations, or recommendations of other comparable foreign regulatory and advisory bodies, or achieve market acceptance among physicians, healthcare providers, patients, third-party payors or others in the medical community, we will not be able to generate significant revenue. Even if our products achieve market acceptance, we may not be able to maintain that market acceptance over time if new products or technologies are introduced that are more favorably received than our products, are more cost effective or render our products obsolete.

We currently rely on third-party manufacturing and supply partners, including Lonza and Glycosyn, to supply raw materials and components for, and manufacture, our vaccine and antibody. Our inability to have sufficient quantities of our vaccine and antibody manufactured, or our failure to comply with applicable regulatory requirements or to supply sufficient quantities at acceptable quality levels or prices, or at all, would materially and adversely affect our business.

Efficient and scalable manufacturing and supply is a vital component of our business strategy. We currently do not own or operate any manufacturing facilities. We have developed, in collaboration with third parties manufacturing processes that we believe can scale to address clinical and commercial vaccine supply. However, our assumptions as to our ability and our contract manufacturer's ability to produce vaccines at the scale needed for clinical development and commercial demand may prove to be wrong. If we encounter problems in our manufacturing processes or in our ability to scale to address commercial drug supply, our business would be materially adversely affected.

We rely on third-party contract manufacturers to manufacture preclinical and clinical trial product materials and supplies for our needs. There can be no assurance that our preclinical and clinical development product supplies will not be limited or interrupted or be of satisfactory quality or continue to be available on acceptable terms. The manufacturing facilities in which our preclinical and clinical trial product materials and supplies are made could be adversely affected by the ongoing COVID-19 pandemic, earthquakes and other natural or man-made disasters, equipment failures, labor shortages, power failures, and numerous other factors. Please see the risk factor titled *“Our business could be adversely affected by the effects of health epidemics, including the evolving effects of the COVID-19 pandemic, in regions where we or third parties on which we rely have significant manufacturing facilities, concentrations of potential clinical trial sites or other business operations. The COVID-19 pandemic could materially affect our operations, including at our headquarters in Massachusetts, as well as the business or operations of our contract manufacturer or other third parties with whom we conduct business.”*

The manufacturing process for a vaccine or antibody is subject to FDA or comparable foreign regulatory authority review. Our suppliers and manufacturers must meet applicable manufacturing requirements and undergo rigorous facility and process validation tests required by regulatory authorities in order to comply with regulatory standards, such as cGMPs. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or comparable foreign regulatory authorities, we may not be able to rely on their manufacturing facilities for the manufacture of elements of our vaccine or antibody. Moreover, we do not control the manufacturing process at our contract manufacturers and are completely dependent on them for compliance with current regulatory requirements. In the event that any of our manufacturers fails to comply with such requirements or to perform its obligations in relation to quality, timing or otherwise, or if our supply of components or other materials becomes limited or interrupted for other reasons, we may be forced to manufacture the materials ourselves or enter into an agreement with another third party, which we may not be able to do on reasonable terms, if at all. In some cases, the technical skills, raw materials or technology required to manufacture our vaccine may be unique or proprietary to the original manufacturer or supplier, and we may have difficulty applying such skills or technology or sourcing such raw materials ourselves, or in transferring such skills, technology or raw materials to another third party. These factors would increase our reliance on such manufacturer or require us to obtain a license from such manufacturer in order to enable us, or to have another third party, manufacture our vaccine. If we are required to change manufacturers for any reason, we will be required to verify that the new manufacturer maintains facilities and procedures that comply with quality standards and with all applicable regulations and guidelines, and we may be required to repeat some of the development program. The delays associated with the verification of a new manufacturer could negatively affect our ability to develop our vaccine in a timely manner or within budget.

We expect to continue to rely on third-party manufacturers and suppliers, including Lonza and Glycosyn, if we receive regulatory approval. To the extent that we have existing, or enter into future, manufacturing arrangements with third parties, we will depend on these third parties to perform their obligations in a timely manner consistent with contractual and regulatory requirements, including those related to quality control and assurance. If we are unable to obtain or maintain third-party manufacturing for our vaccine, or to do so on commercially reasonable terms, we may not be able to develop and commercialize our vaccine successfully. Our or a third party's failure to execute on our manufacturing requirements and comply with cGMPs could adversely affect our business in a number of ways, including:

- an inability to initiate or complete clinical trials of the vaccine under development;
- delay in submitting regulatory applications, or receiving regulatory approvals, for our vaccine;
- subjecting third-party manufacturing facilities to additional inspections by regulatory authorities;
- requirements to cease distribution or to recall batches of our vaccine or antibody; and in the event of approval to market and commercialize our vaccine or antibody, an inability to meet commercial demands for our products.

Additionally, we and our contract manufacturers may experience manufacturing difficulties due to limited manufacturing experience, resource constraints or as a result of labor disputes, unstable political environments, the COVID-19 pandemic or other unforeseen activities or developments. If we or our contract manufacturers were to encounter any of these difficulties, our ability to manufacture sufficient vaccine supply for our preclinical studies and clinical trials, or to provide product for patients once approved, would be jeopardized.

We or the third parties upon whom we depend may be adversely affected by natural disasters, and our business continuity and disaster recovery plans may not adequately protect us from any such serious disaster.

Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or man-made accidents or incidents that result in us being unable to fully utilize our facilities, or the manufacturing facilities of our third-party contract manufacturers, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our product candidates or interruption of our business operations. Earthquakes or other natural disasters could further disrupt our operations and have a material and adverse effect on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event were to occur that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time.

The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third-party contract manufacturers, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed.

Our vaccine and antibody may cause undesirable side effects or have other properties, including interactions with existing vaccine regimens, or antibiotics that could halt their clinical development, prevent their regulatory approval, limit their commercial potential or result in significant negative consequences.

Adverse effects or other undesirable or unacceptable side effects caused by our vaccine or antibody could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or other comparable foreign regulatory authorities. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. In such an event, our clinical trials could be suspended or terminated, and the FDA or comparable foreign regulatory authorities could order us to cease further development of or deny approval of our antibody or vaccine. Such side effects could also affect trial recruitment or the ability of enrolled patients to complete the clinical trial or result in potential product liability claims. The data safety monitoring board may also suspend or terminate a clinical trial at any time on various grounds, including a finding that the research patients are being exposed to an unacceptable health risk. Treatment-related side effects could also affect patient recruitment or the ability of enrolled subjects to complete the trial or result in potential product liability claims. In addition, any vaccine to be approved in pediatric populations may need to undergo extensive vaccine-vaccine interference studies with the standard of care pediatric vaccine regimen. Further, to the extent field efficacy studies are required, prophylactic vaccines typically require clinical testing in thousands to tens of thousands of healthy volunteers to define an approvable benefit-risk profile. The need to show a high degree of safety and tolerability when dosing healthy individuals could result in rare and even spurious safety findings, negatively impacting a program prior to or after commercial launch. Any of these occurrences may harm our business, financial condition and prospects significantly.

Negative developments and negative public opinion of new technologies on which we rely may damage public perception of our vaccine and antibody or adversely affect our ability to conduct our business or obtain regulatory approvals for our vaccine.

Negative developments and negative public opinion of new or existing technologies on which we rely may damage public perception of our vaccine and antibody or adversely affect our ability to conduct our business or obtain regulatory approvals for our vaccine. Public perception may be influenced by claims that the vaccine or antibody are unsafe. Adverse public attitudes may negatively impact our ability to enroll patients in clinical trials. Moreover, our success will depend upon physicians specializing in our targeted diseases prescribing, and their patients being willing to receive, our vaccine or antibody in addition to the current standard of care. Any increase in negative perceptions of the technologies that we rely on may result in fewer physicians prescribing our products or may reduce the willingness of patients to utilize our products or participate in clinical trials.

We may encounter substantial delays in our clinical trials or may not be able to conduct our trials on the timelines we expect.

Clinical testing is expensive, time consuming and subject to uncertainty. We cannot guarantee that any clinical studies will be conducted as planned or completed on schedule, if at all. Even if these trials begin as planned, issues may arise that could suspend or terminate such clinical trials. A failure of one or more clinical studies can occur at any stage of testing, and our future clinical studies may not be successful. Events that may prevent successful or timely completion of clinical development include:

- inability to generate sufficient preclinical, toxicology or other in vivo or in vitro data to support the initiation of clinical trials;
- delays in sufficiently developing, characterizing or controlling a manufacturing process suitable for advanced clinical trials;
- delays in reaching a consensus with regulatory agencies on study design;

- delays in reaching agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical study sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and clinical study sites;
- delays in obtaining required institutional review board, or IRB, approval at each clinical study site;
- imposition of a temporary or permanent clinical hold by regulatory agencies for a number of reasons, including after review of an IND application or amendment, or equivalent application or amendment; as a result of a new safety finding that presents unreasonable risk to clinical trial participants; a negative finding from an inspection of our clinical study operations or study sites;
- developments on trials conducted by competitors for related technology that raises FDA concerns about risk to patients of the technology broadly; or if the FDA finds that the investigational protocol or plan is clearly deficient to meet its stated objectives;
- disruptions caused by the COVID-19 pandemic may increase the likelihood that we encounter such difficulties or delays in initiating, enrolling, conducting or completing our planned clinical trials;
- delays in adding a sufficient number of trial sites and recruiting suitable patients to participate in our clinical trials;
- failure by our CROs, other third parties or us to adhere to clinical study requirements;
- failure to perform in accordance with the FDA's good clinical practice, or GCP, requirements or applicable regulatory guidelines in other jurisdictions;
- transfer of manufacturing processes to any new CMO or our own manufacturing facilities or any other development or commercialization partner;
- delays in having patients complete participation in a study or return for post-injection follow-up;
- patients dropping out of a study;
- occurrence of side effects associated with our vaccine or antibody that are viewed to outweigh their potential benefits;
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols;
- changes in the standard of care on which a clinical development plan was based, which may require new or additional trials;
- the cost of clinical trials being greater than we anticipate;
- clinical studies producing negative or inconclusive results, which may result in our deciding, or regulators requiring us, to conduct additional clinical studies or abandon product development programs;
- delays or failure to secure supply agreements with suitable raw material suppliers, or any failures by suppliers to meet our quantity or quality requirements for necessary raw materials; and

- delays in manufacturing, testing, releasing, validating or importing/exporting sufficient stable quantities of drug for use in clinical studies or the inability to do any of the foregoing.

Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenue. In addition, if we make manufacturing or formulation changes, we may be required to or we may elect to conduct additional studies to bridge our modified vaccine or antibody to earlier versions. Clinical trial delays could also shorten any periods during which our products have patent protection and may allow our competitors to bring products to market before we do, which could impair our ability to successfully commercialize our vaccine or antibody and may harm our business and results of operations.

If we encounter difficulties enrolling patients in any clinical trials we may conduct, including any field efficacy trials that may be required, our clinical development activities could be delayed or otherwise adversely affected.

We may experience difficulties in patient enrollment in any clinical trials we may conduct for a variety of reasons. The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the study until its conclusion. The enrollment of patients depends on many factors, including:

- the patient eligibility and exclusion criteria defined in the protocol;
- the severity and difficulty of diagnosing the disease under investigation;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to study sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- our ability to obtain and maintain patient consents;
- the referral practices of physicians;
- the ability to monitor patients adequately during and after treatment; and
- the risk that patients enrolled in clinical trials will drop out of the trials before the injection of our vaccine or trial completion.

To the extent we are required to conduct any field efficacy studies for the vaccine, enrollment of a sufficient number of patients may require additional time and resources given widespread vaccination rates in the United States, particularly in the pediatric population. As a result, we may be required to conduct any such trials outside the United States, which could cause additional complexity and delay. Delays in patient enrollment may result in increased costs or may affect the timing or outcome of any clinical trials we may conduct, which could prevent completion of these trials and adversely affect our ability to advance the development of our vaccine.

Interim topline and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publish interim topline or preliminary data from our preclinical or clinical trials. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data when we publish such data. As a result, the topline results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results once additional data have been received and fully evaluated. Preliminary or topline data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we may publish. As a result, interim and preliminary data should be viewed with caution until the final data are available. Adverse differences between preliminary or interim data and final data could significantly harm our business prospects. Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular vaccine candidate and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure. Any information we determine not to disclose may ultimately be deemed significant by you or others with respect to future decisions, conclusions, views, activities or otherwise regarding a particular vaccine candidate or our business. If the topline data that we report differ from final results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, vaccine may be harmed, which could significantly harm our business prospects.

We might not receive Fast Track designation for AV0328 and F598, and even if we do, such designation may not actually lead to a faster development or regulatory review or approval process.

If a drug is intended for the treatment of a serious condition and nonclinical or clinical data demonstrate the potential to address an unmet medical need for this condition, a drug sponsor may qualify for FDA Fast Track designation. We have submitted an application for Fast Track designation for AV0328 and F598. The FDA has broad discretion whether to grant this designation, and we may not receive it. Moreover, even if we receive Fast Track designation, Fast Track designation does not ensure that we will receive marketing approval or that approval will be granted within any particular time frame. We may not experience a faster development or regulatory review or approval process with Fast Track designation compared to conventional FDA procedures. In addition, the FDA may withdraw Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program. Fast Track designation alone does not guarantee qualification for the FDA's priority review procedures.

We may seek a Breakthrough Therapy designation for AV0328 or F598, but we might not receive such designation, and even if we do, such designation may not lead to a faster development or regulatory review or approval process.

We may seek a Breakthrough Therapy designation for AV0328 or F598 if future results support such designation. A Breakthrough Therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious condition, and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For drugs that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Drugs designated as breakthrough therapies by the FDA may also be eligible for priority review if supported by clinical data at the time the NDA is submitted to the FDA. Designation as a Breakthrough Therapy is within the discretion of the FDA. Accordingly, even if we believe that AV0328 or F598 meets the criteria for designation as a Breakthrough Therapy, the FDA may disagree and instead determine not to make such designation. Even if we receive Breakthrough Therapy designation, the receipt of such designation may not result in a faster development or regulatory review, or approval process compared to drugs considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if AV0328 or F598 qualifies as a breakthrough therapy, the FDA may later decide that it no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

We currently have no marketing and sales organization, and as an organization have no experience in marketing products.

If we are unable to establish marketing and sales capabilities or enter into agreements with third parties to market and sell our vaccine, we may not be able to generate product revenue. We currently have no sales, marketing or distribution capabilities and as an organization have no experience in marketing products. If we develop an in-house marketing organization and sales force, we will require significant capital expenditures, management resources and time, and we will have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train and retain marketing and sales personnel.

If we are unable or decide not to establish internal sales, marketing and distribution capabilities, we will pursue collaborative arrangements regarding the sales and marketing of our products; however, there can be no assurance that we will be able to establish or maintain such collaborative arrangements, or if we are able to do so, that they will have effective sales forces. Any revenue we receive will depend upon the efforts of such third parties, which may not be successful. We may have little or no control over the marketing and sales efforts of such third parties and our revenue from product sales may be lower than if we had commercialized our vaccine ourselves. We also face competition in our search for third parties to assist us with the sales and marketing efforts of our vaccine.

There can be no assurance that we will be able to develop in-house sales and distribution capabilities or establish or maintain relationships with third-party collaborators to commercialize any product that receives regulatory approval in the United States or overseas. If we are unable to develop in-house sales and distribution capabilities or enter into relationships with third-party collaborators on acceptable terms or at all, we may not be able to successfully commercialize our products. If we are not successful in commercializing our products or any future products, either on our own or through arrangements with one or more third parties, we may not be able to generate any future product revenue and we would incur significant additional losses.

A variety of risks associated with potentially conducting research and clinical trials abroad and marketing our vaccine internationally could materially adversely affect our business.

As we pursue approval and commercialization for our vaccine overseas and conduct CMC and other operations overseas, we will be subject to additional risks related to operating in foreign countries, including:

- differing regulatory requirements in foreign countries;

- unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements;
- increased difficulties in managing the logistics and transportation of storing and shipping vaccines abroad;
- import and export requirements and restrictions;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- difficulties staffing and managing foreign operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- differing payor reimbursement regimes, governmental payors or patient self-pay systems and price controls;
- potential liability under the U.S. Foreign Corrupt Practices Act of 1977, as amended, or comparable foreign regulations;
- challenges enforcing our contractual and intellectual property rights, especially in those foreign countries that do not respect and protect
- intellectual property rights to the same extent as the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geo-political actions, including war and terrorism.

These and other risks associated with our international operations and our collaborations with Lonza, based in Switzerland and Glycosyn, based in New Zealand, may materially adversely affect our ability to attain or maintain profitable operations.

We are highly dependent on our key personnel, and if we are not able to retain these members of our management team or recruit and retain highly qualified personnel, we may not be able to successfully implement our business strategy.

Our ability to compete in the highly competitive biotechnology and pharmaceutical industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, scientific and medical personnel, including our President, Chief Executive Officer and co-founder. The loss of the services of any of our executive officers, other key employees and other scientific and medical advisors, and our inability to find suitable replacements could result in delays in product development and harm our business. We conduct substantially all of our operations at our facilities in the Boston Area. This region is headquarters to many other biopharmaceutical companies and many academic and research institutions. Competition for skilled personnel in our market is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms or at all.

We depend on a sole source supplier for a critical vaccine component; the inability to obtain this component as required, with favorable purchase terms, could harm our business.

We currently source a key component of our vaccine from one supplier. Supply shortages for this particular component can delay vaccine production. This could cause us to experience a delay in clinical trials, reduction in sales, increased inventory levels and costs, and could adversely affect relationships with existing and prospective customers. In the past, we have secured sufficient allocations of the component. If we are unable to procure this necessary component under favorable purchase terms from this supplier, including at favorable prices and with the order lead-times needed, our results of operations could suffer.

Obtaining and maintaining regulatory approval of our vaccine in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our vaccine in other jurisdictions.

Obtaining and maintaining regulatory approval of our vaccine in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, while a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a vaccine candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the vaccine candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical studies or clinical trials as clinical studies conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a vaccine or antibody must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval.

We may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the United States have requirements for approval with which we must comply prior to marketing in those jurisdictions. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our vaccine or antibody will be harmed.

We may form or seek strategic alliances or enter into additional licensing arrangements in the future, and we may not realize the benefits of such alliances or licensing arrangements.

We may form or seek strategic alliances, create joint ventures or collaborations or enter into additional licensing arrangements with third parties that we believe will complement or augment our discovery, development and commercialization efforts with respect to our vaccine and any future vaccine that we may seek to develop. Any of these relationships may require us to incur non-recurring and other charges, increase our near and long-term expenditures, issue securities that dilute our existing stockholders or disrupt our management and business. In addition, we face significant competition in seeking appropriate strategic partners, and the negotiation process is time-consuming and complex. Moreover, we may not be successful in our efforts to establish a strategic partnership or other alternative arrangements for our vaccine because they may be deemed to be at too early of a stage of development for collaborative effort, and third parties may not view our vaccine as having the requisite potential to demonstrate safety and efficacy. Any delays in entering into new strategic partnership agreements related to our vaccine could delay the development and commercialization of our vaccine in certain geographies for certain indications, which would harm our business prospects, financial condition and results of operations.

If we license products or businesses, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our existing operations and company culture. We cannot be certain that, following a strategic transaction or license, we will achieve the results, revenue or specific net income that justifies such transaction.

Revenue from any “catch up” opportunity may decline over time as more of the patient population is vaccinated

Even if we obtain approval to serve as a “catch up” or booster to those adults who have previously received Pneumovax 23 or a lower valent PCV, previous vaccines with a “catch up” opportunity have seen sales decline over time after a high initial capture rate as the number of individuals who remain unvaccinated with the new vaccine, and eligible for “catch up” opportunities, declines. Such decline could adversely affect our revenue over time.

Our internal computer systems, or those used by our CROs or other contractors or consultants, may fail or suffer security breaches.

Despite the implementation of security measures, our internal computer systems and the systems of our CROs, contractors and consultants are vulnerable to damage from computer viruses and unauthorized access. Additionally, the increased usage of computers operated on home networks due to the shelter-in-place or similar restrictions related to the COVID-19 pandemic may make our systems more susceptible to security breaches. While we have not experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development and commercialization of our vaccine could be delayed.

We may be unable to adequately protect our information systems from cyberattacks, which could result in the disclosure of confidential or proprietary information, including personal data, damage our reputation, and subject us to significant financial and legal exposure.

We rely on information technology systems that we or our third-party providers operate to process, transmit and store electronic information in our day-to-day operations. In connection with our product discovery efforts, we may collect and use a variety of personal data, such as name, mailing address, email addresses, phone number and clinical trial information. A successful cyberattack could result in the theft or destruction of intellectual property, data or other misappropriation of assets, or otherwise compromise our confidential or proprietary information and disrupt our operations. Cyberattacks are increasing in their frequency, sophistication and intensity, and have become increasingly difficult to detect. Cyberattacks could include wrongful conduct by hostile foreign governments, industrial espionage, wire fraud and other forms of cyber fraud, the deployment of harmful malware, denial-of-service, social engineering fraud or other means to threaten data security, confidentiality, integrity and availability. A successful cyberattack could cause serious negative consequences for us, including, without limitation, the disruption of operations, the misappropriation of confidential business information, including financial information, trade secrets, financial loss and the disclosure of corporate strategic plans. Although we devote resources to protect our information systems, we realize that cyberattacks are a threat, and there can be no assurance that our efforts will prevent information security breaches that would result in business, legal, financial or reputational harm to us, or would have a material adverse effect on our results of operations and financial condition. Any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients’ personal data could result in significant liability under state (e.g., state breach notification laws), federal (e.g., HIPAA, as amended by HITECH), and international law (e.g., the European Union, or EU, General Data Protection Regulation, or GDPR) and may cause a material adverse impact to our reputation, affect our ability to use collected data, conduct new studies and potentially disrupt our business.

We rely on our third-party providers to implement effective security measures and identify and correct for any such failures, deficiencies or breaches. We also rely on our employees and consultants to safeguard their security credentials and follow our policies and procedures regarding use and access of computers and other devices that may contain our sensitive information. If we or our third-party providers fail to maintain or protect our information technology systems and data integrity effectively or fail to anticipate, plan for or manage significant disruptions to our information technology systems, we or our third-party providers could have difficulty preventing, detecting and controlling such cyber-attacks and any such attacks could result in losses described above as well as disputes with physicians, patients and our partners, regulatory sanctions or penalties, increases in operating expenses, expenses or lost revenues or other adverse consequences, any of which could have a material adverse effect on our business, results of operations, financial condition, prospects and cash flows. Any failure by such third parties to prevent or mitigate security breaches or improper access to or disclosure of such information could have similarly adverse consequences for us. If we are unable to prevent or mitigate the impact of such security or data privacy breaches, we could be exposed to litigation and governmental investigations, which could lead to a potential disruption to our business.

Our business could be adversely affected by the effects of health epidemics, including the evolving effects of the COVID-19 pandemic, in regions where we or third parties on which we rely have significant manufacturing facilities, concentrations of potential clinical trial sites or other business operations. The COVID-19 pandemic could materially affect our operations, including at our headquarters in the Massachusetts area.

Health epidemics in regions where we have concentrations of potential clinical trial sites or other business operations could adversely affect our business, including by causing significant disruption in the operations of our contract manufacturer and other third parties upon whom we rely. For example, the COVID-19 pandemic has presented a substantial public health and economic challenge around the world and is affecting employees, patients, communities and business operations, as well as the U.S. economy and financial markets.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our vaccine and antibody.

We face an inherent risk of product liability as a result of the clinical testing of our vaccine and will face an even greater risk if we commercialize any products. For example, we may be sued if our vaccine or antibody cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our vaccine. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our vaccine;
- injury to our reputation;
- withdrawal of clinical trial participants;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue;
- exhaustion of any available insurance and our capital resources;
- the inability to commercialize any vaccine candidate; and
- a decline in our share price.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop, alone or with corporate collaborators. Our insurance policies may also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. Assuming we obtain clinical trial insurance for our clinical trials, we may have to pay amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any future corporate collaborators entitle us to indemnification against losses, such indemnification may not be available or adequate should any claim arise.

Unstable market and economic conditions may have serious adverse consequences on our business, financial condition and stock price.

The global credit and financial markets have experienced extreme volatility and disruptions in the past several years, including most recently as a result of the COVID-19 pandemic. Such volatility and disruptions have caused and may continue to cause severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. There can be no assurance that further deterioration in credit and financial markets and confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, volatile business environment or continued unpredictable and unstable market conditions. If the current equity and credit markets deteriorate, it may make any necessary debt or equity financing more difficult, more costly and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance and stock price and could require us to delay or abandon clinical development plans. In addition, there is a risk that one or more of our current service providers, manufacturers and other partners may not survive an economic downturn, which could directly affect our ability to attain our operating goals on schedule and on budget.

Our employees, principal investigators, consultants and commercial partners may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of fraud or other misconduct by our employees, principal investigators, consultants and commercial partners. Misconduct by these parties could include intentional failures, reckless and/or negligent conduct or unauthorized activities that violates (i) the laws and regulations of the FDA and other regulatory authorities, including those laws requiring the reporting of true, complete and accurate information to such authorities, (ii) manufacturing standards, (iii) federal and state data privacy, security, fraud and abuse and other healthcare laws and regulations in the United States and abroad and (iv) laws that require the true, complete and accurate reporting of financial information or data.

In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct also could involve the improper use of individually identifiable information, including, without limitation, information obtained in the course of clinical trials, creating fraudulent data in our preclinical studies or clinical trials or illegal misappropriation of drug product, which could result in regulatory sanctions and cause serious harm to our reputation.

It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Additionally, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. If any such actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations, any of which could have a negative impact on our business, financial condition, results of operations and prospects. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply with multiple jurisdictions with different compliance and/or reporting requirements increases the possibility that a healthcare company may run afoul of one or more of the requirements.

The Tax Cuts and Jobs Act, or the Tax Act, could adversely affect our business and financial condition.

In December 2017, the Tax Act was signed into law. The Tax Act, among other things, contains significant changes to corporate taxation, including (i) reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, (ii) limitation of the tax deduction for interest expense to 30% of adjusted earnings (with certain exceptions, including for certain small businesses), (iii) limitation of the deduction for post-2017 net operating losses, or NOLs, to 80% of current-year taxable income and elimination of net operating loss carrybacks for post-2017 NOLs, (iv) immediate deductions for certain new investments instead of deductions for depreciation expense over time and (v) modifying or repealing many business deductions and credits (including reducing the business tax credit for certain clinical testing expenses incurred in the testing of certain drugs for rare diseases or conditions generally referred to as "orphan drugs").

We continue to examine the impact the Tax Act may have on our business. Notwithstanding the reduction in the corporate income tax rate, the overall impact of the Tax Act is uncertain and our business, financial condition, results of operations and prospects could be adversely affected. We urge our stockholders, including purchasers of common stock in this offering, to consult with their legal and tax advisors with respect to the Tax Act and the tax consequences of investing in our common stock. Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited. We have incurred substantial losses since inception and do not expect to become profitable in the near future, if ever.

The Tax Act, among other things, includes changes to U.S. federal tax rates and the rules governing NOL carryforwards. For federal NOLs arising in tax years beginning after December 31, 2017, the Tax Act limits a taxpayer's ability to utilize NOL carryforwards to 80% of taxable income. In addition, federal NOLs arising in tax years beginning after December 31, 2017 can be carried forward indefinitely, but carryback is generally prohibited. Deferred tax assets for NOLs will need to be measured at the applicable tax rate in effect when the NOL is expected to be utilized. The new limitation on use of NOLs may significantly impact our ability to utilize our NOLs to offset taxable income in the future. Our insurance policies may be inadequate and potentially expose us to unrecoverable risks. Although we intend to maintain product liability insurance coverage, such insurance may not be adequate to cover all liabilities that we may incur. We anticipate that we will need to increase our insurance coverage each time we commence a clinical trial and if we successfully commercialize any vaccine candidate. Insurance availability, coverage terms and pricing continue to vary with market conditions. We endeavor to obtain appropriate insurance coverage for insurable risks that we identify; however, we may fail to correctly anticipate or quantify insurable risks, we may not be able to obtain appropriate insurance coverage and insurers may not respond as we intend to cover insurable events that may occur. Conditions in the insurance markets relating to nearly all areas of traditional corporate insurance change rapidly and may result in higher premium costs, higher policy deductibles and lower coverage limits. For some risks, we may not have or maintain insurance coverage because of cost or availability.

Risks Related to Our Reliance on Third Parties

We rely and will continue to rely on third parties to conduct our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval of or commercialize our vaccine.

We currently do not have the ability to independently conduct preclinical or clinical studies that comply with the regulatory requirements known as good laboratory practices and GCP. The FDA and regulatory authorities in other jurisdictions require us to comply with GCP requirements for conducting, monitoring, recording and reporting the results of clinical trials, in order to ensure that the data and results are scientifically credible and accurate and that the trial subjects are adequately informed of the potential risks of participating in clinical trials. We rely on independent investigators and collaborators, such as universities, medical institutions, CROs and strategic partners to conduct our preclinical and clinical trials under agreements with us.

We will need to negotiate budgets and contracts with CROs and study sites, which may result in delays to our development timelines and increased costs. We will rely heavily on these third parties over the course of our clinical trials, and we control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with applicable protocol and legal, regulatory and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. We and these third parties are required to comply with GCPs, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for vaccine in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of these third parties fail to comply with applicable GCP regulations, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. There can be no assurance that, upon inspection, such regulatory authorities will determine that any of our clinical trials comply with the GCP regulations. In addition, our clinical trials must be conducted with biologic product produced under cGMPs and will require a large number of test patients. Our failure or any failure by these third parties to comply with these regulations or to recruit a sufficient number of patients may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Any third parties conducting our preclinical studies and clinical trials will not be our employees and, except for remedies available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our programs. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other drug development activities, which could affect their performance on our behalf. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our vaccine. As a result, our financial results and the commercial prospects for our vaccine would be harmed, our costs could increase and our ability to generate revenue could be delayed.

If any of our relationships with trial sites or any CRO that we may use in the future terminates, we may not be able to enter into arrangements with alternative trial sites or CROs or do so on commercially reasonable terms. Switching or adding third parties to conduct our clinical trials involves substantial cost and requires extensive management time and focus. In addition, there is a natural transition period when a new third party commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines.

We rely on third parties, including Glycosyn and Lonza, to supply raw materials and manufacture our preclinical and clinical product supplies of our vaccine, and expect to rely on third parties to supply raw materials and produce and process our vaccine, if approved. The loss of these suppliers or their failure to comply with applicable regulatory requirements or provide us with sufficient quantities at acceptable quality levels or prices, or at all, would materially and adversely affect our business.

We do not have nor do we plan to build or acquire the infrastructure or capability internally to manufacture supplies for our vaccine and antibody or the materials necessary to produce our vaccine for use in the conduct of our preclinical studies or clinical trials, and we lack the internal resources and the capability to manufacture any of our vaccine on a preclinical, clinical or commercial scale. We have entered into an agreement with Glycosyn to supply us the key component of our vaccine (the oligosaccharide) use in manufacturing non-clinical and clinical supplies. We have engaged Lonza to perform manufacturing process development and clinical manufacture and supply of the antibody. We also engaged Lonza to perform manufacturing process development and clinical manufacture and supply of F598 drug product. Our agreements with Lonza are denominated in Swiss Francs. Fluctuations in the exchange rate for Swiss Francs may increase our costs and affect our operating results.

In addition, our anticipated reliance on a limited number of third-party suppliers and manufacturers exposes us to the following risks:

- We may be unable to identify manufacturers on acceptable terms or at all because the number of potential manufacturers is limited and the FDA may have questions regarding any replacement contractor. This may require new testing and regulatory interactions. In addition, a new manufacturer would have to be educated in, or develop substantially equivalent processes for, production of our products after receipt of FDA questions, if any.
- Our third-party suppliers and manufacturers might be unable to timely formulate and manufacture or supply raw materials for our vaccine or produce the quantity and quality required to meet our clinical and commercial needs, if any.
- Contract manufacturers may not be able to execute our manufacturing procedures appropriately.
- Our future contract manufacturers may not perform as agreed or may not remain in the contract manufacturing business for the time required to supply our clinical trials or to successfully produce, store and distribute our products.
- Manufacturers are subject to ongoing periodic unannounced inspection by the FDA, the Drug Enforcement Administration and corresponding state agencies to ensure strict compliance with cGMP and other government regulations and corresponding foreign standards. We do not have control over third-party manufacturers' compliance with these regulations and standards.
- We may not own, or may have to share, the intellectual property rights to any improvements made by our third-party manufacturers in the manufacturing process for our products.
- Our third-party suppliers and manufacturers could breach or terminate their agreement with us.

Each of these risks could delay our clinical trials, the approval, if any, of our vaccine by the FDA or the commercialization of our antibody and vaccine or result in higher costs or deprive us of potential product revenue. In addition, we will rely on third parties to perform release tests on our vaccine prior to delivery to patients. If these tests are not appropriately done and test data are not reliable, patients could be put at risk of serious harm.

If we or our third-party suppliers use hazardous, non-hazardous, biological or other materials in a manner that causes injury or violates applicable law, we may be liable for damages.

Our research and development activities involve the controlled use of potentially hazardous substances, including chemical and biological materials. We and our suppliers are subject to federal, state and local laws and regulations in the United States governing the use, manufacture, storage, handling and disposal of medical and hazardous materials. Although we believe that we and our suppliers' procedures for using, handling, storing and disposing of these materials comply with legally prescribed standards, we and our suppliers cannot completely eliminate the risk of contamination or injury resulting from medical or hazardous materials. As a result of any such contamination or injury, we may incur liability or local, city, state or federal authorities may curtail the use of these materials and interrupt our business operations. In the event of an accident, we could be held liable for damages or penalized with fines, and the liability could exceed our resources. We do not have any insurance for liabilities arising from medical or hazardous materials. Compliance with applicable environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production efforts, which could harm our business prospects, financial condition or results of operations.

Risks Related to Government Regulation

The FDA regulatory approval process is lengthy and time-consuming, and we may experience significant delays in the clinical development and regulatory approval

The research, testing, manufacturing, labeling, approval, selling, import, export, marketing and distribution of drug products, including biologics such as conjugate vaccines, are subject to extensive regulation by the FDA and other regulatory authorities in the United States. We expect that our vaccine and antibody candidates will be regulated by the FDA as biologics. We are not permitted to market any biological drug product in the United States until we receive approval of a Biologics License Application, or BLA, from the FDA. We have not previously submitted a BLA to the FDA, or similar approval filings to comparable foreign regulatory authorities. A BLA must include extensive preclinical and clinical data and supporting information to establish the vaccine candidate's safety and effectiveness for each desired indication. Further, because our vaccine that are subject to regulation as biological drug products, we will need to demonstrate that they are safe, pure and potent for use in their target indications. The BLA must also include significant information regarding the CMC for the product, including with respect to chain of identity and chain of custody of the product.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies of our vaccine may not be predictive of the results of early-stage or later-stage clinical trials, and results of early clinical trials of our vaccine may not be predictive of the results of later-stage clinical trials. The results of clinical trials in one set of patients or disease indications may not be indicative of those obtained in another. In some instances, there can be significant variability in safety or efficacy results between different clinical trials of the same vaccine candidate due to numerous factors, including changes in trial procedures set forth in protocols, differences in the size and type of the patient populations, changes in and adherence to the dosing regimen and other clinical trial protocols and the rate of dropout among clinical trial participants. Vaccine or antibody candidates in later stages of clinical trials may fail to show the desired safety and efficacy profile despite having progressed through preclinical studies and initial clinical trials. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or unacceptable safety issues, notwithstanding promising results in earlier trials. Most drugs that begin clinical trials are never approved by regulatory authorities for commercialization. In addition, even if such clinical trials are successfully completed, we cannot guarantee that the FDA or foreign regulatory authorities will interpret the results as we do, and more trials could be required before we submit a BLA or other marketing application.

We may also experience delays in completing planned clinical trials for a variety of reasons, including delays related to:

- obtaining regulatory authorization to begin a trial, if applicable;
- the availability of financial resources to commence and complete the planned trials;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining approval at each clinical trial site by an independent IRB;

- recruiting suitable patients to participate in and complete a trial;
- clinical trial sites deviating from trial protocol or dropping out of a trial;
- addressing any safety concerns that arise during the course of a trial;
- adding new clinical trial sites; or
- manufacturing sufficient quantities of qualified materials under cGMPs and applying them on a patient-by-patient basis for use in clinical trials.

We could also encounter delays if physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our vaccine or antibody in lieu of using existing therapies that have established safety and efficacy profiles. Further, a clinical trial may be suspended or terminated by us, the IRBs for the institutions in which such trials are being conducted or by the FDA or other regulatory authorities due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a vaccine candidate, changes in governmental regulations or administrative actions, lack of adequate funding to continue the clinical trial or based on a recommendation by the data safety monitoring board. If we experience termination of, or delays in the completion of, any clinical trial of our vaccine, the commercial prospects for our vaccine will be harmed, and our ability to generate product revenue will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenue. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may ultimately lead to the denial of regulatory approval of our vaccine.

The FDA may disagree with our regulatory plan, and we may fail to obtain regulatory approval of our vaccine and antibody.

The general approach for FDA approval of a new biologic or drug is for the sponsor to provide dispositive data from two Phase 3 clinical trials of the relevant biologic or drug in the relevant patient population. Phase 3 clinical trials typically involve hundreds of patients, have significant costs and are time consuming. Based on or discussions with the FDA we believe our current clinical development approach will be positively received. But there can be no assurance that this approach will be sufficient for regulatory approval or that regulators will not require field efficacy trials.

We intend to seek accelerated approval from the FDA for our vaccine and antibody and, if granted, the FDA may require us to perform post-marketing studies as a condition of approval to verify and describe the predicted effect on irreversible morbidity or mortality or other clinical endpoints. If the results from such post-marketing studies are not positive or otherwise fail to show the predicted effect, the drug or biologic may be subject to expedited withdrawal procedures by the FDA. In addition, the standard of care may change with the approval of new products in the same disease areas that we are studying. This may result in the FDA or other regulatory agencies requesting additional studies to show that our vaccine candidate is non-inferior or superior to the new products.

Our clinical trial results may also not support approval. In addition, our vaccine and antibody could fail to receive regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that our vaccine and antibody are safe and effective for any of their proposed disease areas;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that our vaccine's clinical and other benefits outweigh their safety risks;
- any vaccine to be approved in pediatric populations may need to undergo extensive vaccine-vaccine interference studies with the standard of care pediatric vaccine regimen;
- the need to perform superiority or field efficacy trials, which can be larger, longer and more costly, if an existing vaccine is approved for a disease indication;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our vaccine may not be sufficient to the satisfaction of the FDA or comparable foreign regulatory authorities to support the submission of a BLA or other comparable submission in foreign jurisdictions or to obtain regulatory approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities will inspect the commercial manufacturing facilities we may utilize and may not approve such facilities; and
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

Even if we receive regulatory approval of our vaccine or antibody, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense, and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our immune therapeutics.

Any regulatory approvals that we receive for our vaccine and antibody may also be subject to limitations on the approved indicated uses for which a product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including post-marketing clinical trials, and surveillance to monitor the safety and efficacy.

In addition, if the FDA or a comparable foreign regulatory authority approves our vaccine or antibody the manufacturing processes, labeling, packaging, distribution, adverse event reporting, conduct of post-marketing studies, storage, sampling, advertising, promotion, import, export and recordkeeping for our vaccine will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration and continued compliance with cGMPs and GCPs for any clinical trials that we conduct post-approval. As such, we and our contract manufacturers will be subject to continual review and inspections to assess compliance with cGMP and adherence to commitments made in any BLA, other marketing application and previous responses to inspectional observations. Accordingly, we and others with whom we work must continue to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production and quality control. In addition, the FDA could require us to conduct another study to obtain additional safety or biomarker information. Further, we will be required to comply with FDA promotion and advertising rules, which include, among others, standards for direct-to-consumer advertising, restrictions on promoting products for uses or in patient populations that are not described in the product's approved uses (known as "off-label use"), limitations on industry-sponsored scientific and educational activities and requirements for promotional activities involving the internet and social media. Later discovery of previously unknown problems with our vaccine, including side effects of unanticipated severity or frequency, or with our third-party suppliers or manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical trials to assess new safety risks; or imposition of distribution or other restrictions. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of our vaccine, withdrawal of the product from the market or voluntary or mandatory product recalls;
- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or suspension or revocation of regulatory approvals;
- product seizure or detention, or refusal to permit the import or export of our vaccine; and
- injunctions or the imposition of civil or criminal penalties.

The FDA's and other regulatory authorities' policies may change, and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our vaccine or antibody. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad. For example, certain policies of the Trump administration may impact our business and industry. Namely, the Trump administration took several executive actions, including the issuance of a number of Executive Orders, that could impose significant burdens on, or otherwise materially delay, the FDA's ability to engage in routine oversight activities such as implementing statutes through rulemaking, issuance of guidance and review and approval of marketing applications. It is difficult to predict how these orders will be implemented, and the extent to which they will impact the FDA's ability to exercise its regulatory authority. If these executive actions impose restrictions on the FDA's ability to engage in oversight and implementation activities in the normal course, our business may be negatively impacted. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, and we may not achieve or sustain profitability.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. Any failure to comply with ongoing regulatory requirements may significantly and adversely affect our ability to commercialize and generate revenue from our products. If regulatory sanctions are applied or if regulatory approval is withdrawn, the value of our company and our operating results will be adversely affected.

We expect the vaccine and antibody we develop will be regulated as biological products, or biologics, and therefore they may be subject to competition sooner than anticipated.

The Biologics Price Competition and Innovation Act of 2009, or BPCIA, was enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively, ACA, to establish an abbreviated pathway for the approval of biosimilar and interchangeable biological products. The regulatory pathway establishes legal authority for the FDA to review and approve biosimilar biologics, including the possible designation of a biosimilar as “interchangeable” based on its similarity to an approved biologic. Under the BPCIA, an application for a biosimilar product cannot be approved by the FDA until twelve years after the reference product was approved under a BLA. The law is complex and is still being interpreted and implemented by the FDA. As a result, its ultimate impact, implementation and meaning are subject to uncertainty. While it is uncertain when such processes intended to implement the BPCIA may be fully adopted by the FDA, any such processes could have a material adverse effect on the future commercial prospects for our biological products.

We believe that if the vaccine and antibody we develop is approved in the United States as a biological product under a BLA should qualify for the twelve-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider the subject vaccine to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of the reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

Our relationships with customers, physicians and third-party payors are subject, directly or indirectly, to federal and state healthcare fraud and abuse laws, health information privacy and security laws and other healthcare laws and regulations. If we or our employees, independent contractors, consultants, commercial partners and vendors violate these laws, we could face substantial penalties.

Healthcare providers, physicians and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any vaccine for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, principal investigators, consultants, customers and third-party payors subject us to various federal and state fraud and abuse laws and other healthcare laws. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute our vaccine, if approved. Such laws include:

- the U.S. federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or providing any remuneration (including any kickback, bribe or certain rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, under any U.S. federal healthcare program, such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- the U.S. federal civil and criminal false claims laws, including the civil False Claims Act, which can be enforced through civil whistleblower or qui tam actions, and civil monetary penalties laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, to the U.S. federal government, claims for payment or approval that are false or fraudulent, knowingly making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim, or from knowingly making a false statement to avoid, decrease or conceal an obligation to pay money to the U.S. federal government. Pharmaceutical manufacturers can cause false claims to be presented to the U.S. federal government by engaging in impermissible marketing practices, such as the off-label promotion of a product for an indication for which it has not received FDA approval. In addition, the government may assert that a claim including items and services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;

- the Health Insurance Portability and Accountability Act of 1996, or HIPAA, which prohibits, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement, in connection with the delivery of, or payment for, healthcare benefits, items or services. Similar to the U.S. federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the healthcare fraud statute implemented under HIPAA or specific intent to violate it in order to have committed a violation;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and its implementing regulations, which also impose certain obligations, including mandatory contractual terms, with respect to safeguarding the privacy and security of individually identifiable health information of covered entities subject to the rule, including health plans, healthcare clearinghouses and certain healthcare providers as well as their business associates, independent contractors of a covered entity that perform certain services involving the use or disclosure of individually identifiable health information for or on their behalf;
- the Federal Food Drug or Cosmetic Act, which prohibits, among other things, the adulteration or misbranding of drugs, biologics and medical devices;
- the U.S. Physician Payments Sunshine Act and its implementing regulations, which require certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid or the Children's Health Insurance Program, with specific exceptions, to report annually to the Centers for Medicare and Medicaid Services, or CMS, information related to certain payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by the physicians described above and their immediate family members;
- analogous U.S. state laws and regulations, including: state anti-kickback and false claims laws, which may apply to our business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by any third-party payor, including private insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information, which require tracking gifts and other remuneration and items of value provided to healthcare professionals and entities; state and local laws requiring the registration of pharmaceutical sales representatives; and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts; and
- similar healthcare laws and regulations in the EU and other jurisdictions, including reporting requirements detailing interactions with and payments to healthcare providers and laws governing the privacy and security of certain protected information, such as the General Data Protection Regulation, or GDPR, which imposes obligations and restrictions on the collection and use of personal data relating to individuals located in the EU (including health data).

We may also be subject to other laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, which prohibit, among other things, U.S. companies and their employees and agents from authorizing, promising, offering or providing, directly or indirectly, corrupt or improper payments or anything else of value to foreign government officials, employees of public international organizations and foreign government owned or affiliated entities, candidates for foreign political office and foreign political parties or officials thereof, as well as federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers.

Ensuring that our internal operations and business arrangements with third parties comply with applicable healthcare laws and regulations will likely be costly. It is possible that governmental authorities will conclude that our business practices, including our relationships with physicians and other healthcare providers, some of whom are compensated in the form of stock options for consulting services provided, may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations.

Even if resolved in our favor, litigation or other legal proceedings relating to healthcare laws and regulations may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development, manufacturing, sales, marketing or distribution activities. Uncertainties resulting from the initiation and continuation of litigation or other proceedings relating to applicable healthcare laws and regulations could have an adverse effect on our ability to compete in the marketplace. In addition, if the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

Insurance Coverage and reimbursement rates may be limited or unavailable in certain market segments for our vaccine and antibody, which could make it difficult for us to sell our therapeutics, if approved, profitably.

Successful sales of our vaccine and antibody, if approved, depend on the availability of coverage and adequate reimbursement from third-party payors including governmental healthcare programs, such as Medicare and Medicaid, managed care organizations and commercial payors, among others. Significant uncertainty exists as to the coverage and reimbursement status of any vaccine for which we obtain regulatory approval. Patients who receive vaccines and antibodies generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Obtaining coverage and adequate reimbursement from third-party payors is critical to new product acceptance. Third-party payors decide which drugs and treatments they will cover and the amount of reimbursement. Reimbursement by a third-party payor may depend upon a number of factors, including, but not limited to, the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;

- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Obtaining coverage and reimbursement of a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide to the payor supporting scientific, clinical and cost-effectiveness data for the use of our products. Even if we obtain coverage for a given product, if the resulting reimbursement rates are insufficient, hospitals may not approve our product for use in their facility or third-party payors may require co-payments that patients find unacceptably high. Patients are unlikely to use our vaccine unless coverage is provided, and reimbursement is adequate to cover a significant portion of the cost of our vaccine and antibody. Separate reimbursement for the product itself may or may not be available. Instead, the hospital or administering physician may be reimbursed only for administering the product. Further, from time to time, CMS revises the reimbursement systems used to reimburse health care providers, including the Medicare Physician Fee Schedule and Outpatient Prospective Payment System, which may result in reduced Medicare payments. In some cases, private third-party payors rely on all or portions of Medicare payment systems to determine payment rates.

Changes to government healthcare programs that reduce payments under these programs may negatively impact payments from third-party payers and reduce the willingness of physicians to use our vaccine. Certain ACA marketplace and other private payor plans are required to include coverage for certain preventative services, including vaccinations recommended by the ACIP without cost share obligations (i.e., co-payments, deductibles or co-insurance) for plan members. Children through 18 years of age without other health insurance coverage may be eligible to receive such vaccinations free-of-charge through the CDC's Vaccines for Children program. For Medicare beneficiaries, vaccines may be covered under either the Part B program or Part D depending on several criteria, including the type of vaccine and the beneficiary's coverage eligibility. If our vaccine, once approved, are covered only under the Part D program, physicians may be less willing to use our products because of the claims adjudication costs and time related to the claims adjudication process and collection of co-payments associated with the Part D program.

In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. Further, one payor's determination to provide coverage for a product does not assure that other payors will also provide coverage for the product.

Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development. We intend to seek approval to market our vaccine and antibody in both the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our vaccine and antibody, we will be subject to rules and regulations in those jurisdictions. In some foreign countries, particularly those in Europe, the pricing of biologics is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after obtaining marketing approval of a vaccine candidate. Some of these countries may require the completion of clinical trials that compare the cost-effectiveness of a particular vaccine to currently available vaccines. Other member states allow companies to fix their own prices for medicines but monitor and control company profits. The downward pressure on health care costs has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert a commercial pressure on pricing within a country.

The marketability of any vaccine for which we receive regulatory approval for commercial sale may suffer if government and other third-party payors fail to provide coverage and adequate reimbursement. We expect downward pressure on pharmaceutical pricing to continue. Further, coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future. Healthcare legislative reform measures may have a negative impact on our business, financial condition, results of operations and prospects. In the United States and some foreign jurisdictions, there have been, and we expect there will continue to be, several legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of vaccine, restrict or regulate post-approval activities and affect our ability to profitably sell any vaccine for which we obtain marketing approval. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare. For example, in March 2010, the ACA was passed, which substantially changed the way healthcare is financed by both governmental and private payors in the United States. Among the provisions of the ACA, those of greatest importance to the pharmaceutical and biotechnology industries include:

- an annual, non-deductible fee on any entity that manufactures or imports certain branded prescription drugs and biologic agents, which is apportioned among these entities according to their market share in certain government healthcare programs;
- a Medicare Part D coverage gap discount program, in which manufacturers must agree to offer point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program to 23.1% and 13.0% of the average manufacturer price for branded and generic drugs, respectively;
- a methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- extension of a manufacturer's Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program;
- a requirement that certain ACA marketplace and other private payor plans include coverage for preventative services, including vaccinations recommended by the ACIP without cost share obligations (i.e., co-payments, deductibles or co-insurance) for plan members;

- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research; and
- establishment of a Center for Medicare Innovation at the CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

There have been executive, judicial and Congressional challenges to the ACA. For example, the Tax Act included a provision that repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year, which is commonly referred to as the “individual mandate.” On June 17, 2021, the United States Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the “individual mandate” was repealed by Congress. Thus, the ACA will remain in effect in its current form. Moreover, prior to the United States Supreme Court ruling, on January 28, 2021, President Biden issued an executive order that initiated a special enrollment period for purposes of obtaining health insurance coverage through the ACA marketplace, which began on February 15, 2021 and remained open through August 15, 2021. The executive order also instructed certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is possible that the ACA will be subject to judicial or Congressional challenges in the future. It is unclear how any such challenges, other litigation, and the healthcare reform measures of the Biden administration will impact the ACA.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. These changes include aggregate reductions to Medicare payments to providers of 2% per fiscal year pursuant to the Budget Control Act of 2011, which began in 2013 and, due to subsequent legislative amendments to the statute, including the BBA, will remain in effect through 2030 unless additional Congressional action is taken. COVID-19 pandemic relief support legislation suspended the 2% Medicare sequester from May 1, 2020 through December 31, 2021. The American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several types of providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. In addition, Congress is considering additional healthcare reform measures as a part of the budget reconciliation process. In addition, Congress is considering additional healthcare reform measures as a part of the budget reconciliation process.

Additional changes that may affect our business include the expansion of new programs such as Medicare payment for performance initiatives for physicians under the Medicare Access and CHIP Reauthorization Act of 2015, or MACRA, which ended the use of the statutory formula for clinician payment and established a quality payment incentive program, also referred to as the Quality Payment Program. This program provides clinicians with two ways to participate, including through the Advanced Alternative Payment Models, or APMs, and the Merit-based Incentive Payment System, or MIPS. In November 2019, CMS issued a final rule finalizing the changes to the Quality Payment Program. At this time, the full impact of the introduction of the Medicare quality payment program on overall physician reimbursement remains unclear. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors.

Further, in the United States there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug and biological product pricing, reduce the cost of prescription drugs and biological products under government payor programs and review the relationship between pricing and manufacturer patient programs. At the federal level, the Trump administration used several means to propose or implement drug pricing reform, including through federal budget proposals, executive orders and policy initiatives. For example, on July 24, 2020 and September 13, 2020, the Trump administration announced several executive orders related to prescription drug pricing that attempt to implement several of the administration's proposals. The FDA also released a final rule, effective November 30, 2020, implementing a portion of the importation executive order providing guidance for states to build and submit importation plans for drugs from Canada. Further, on November 20, 2020, the Department of Health and Human Services, or HHS, finalized a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The implementation of the rule has been delayed by the Biden administration from January 1, 2022 to January 1, 2023 in response to ongoing litigation. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a new safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers, the implementation of which have also been delayed until January 1, 2023. On November 20, 2020, CMS issued an interim final rule implementing President Trump's Most Favored Nation executive order, which would tie Medicare Part B payments for certain physician-administered drugs to the lowest price paid in other economically advanced countries, effective January 1, 2021. As a result of litigation challenging the Most Favored Nation model, on August 10, 2021, CMS published a proposed rule that seeks to rescind the Most Favored Nation Model interim final rule. In July 2021, the Biden administration released an executive order, "Promoting Competition in the American Economy," with multiple provisions aimed at prescription drugs. In response to Biden's executive order, on September 9, 2021, HHS released a Comprehensive Plan for Addressing High Drug Prices that outlines principles for drug pricing reform and sets out a variety of potential legislative policies that Congress could pursue as well as potential administrative actions HHS can take to advance these principles. No legislation or administrative actions have been finalized to implement these principles. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine which drugs, biological products and suppliers will be included in their healthcare programs. Furthermore, there has been increased interest by third-party payors and governmental authorities in reference pricing systems and publication of discounts and list prices.

We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our current or any future vaccine or additional pricing pressures. Further, it is possible that additional governmental action is taken in response to the ongoing COVID-19 pandemic. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing or new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our current or any future vaccine we may develop may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

We expect that these and other healthcare reform measures that may be adopted in the future may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product, which could have an adverse effect on demand for our vaccine and antibody. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our products. For additional information on healthcare reform, see the section entitled "Business—Government Regulation."

Changes in funding for the FDA and other government agencies could hinder our ability to hire and retain key leadership and other personnel, or otherwise prevent new products and services from being developed or commercialized in a timely manner, which could negatively impact our business.

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees and statutory, regulatory and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities. If a prolonged government shutdown occurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Separately, in response to the global COVID-19 pandemic, on March 10, 2020, the FDA announced its intention to postpone most foreign inspections of manufacturing facilities and products through April 2020, and subsequently, on July 10, 2020, the FDA announced its intention to restart routine pre-announced surveillance inspections of domestic manufacturing facilities. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

We are subject to increasingly stringent and rapidly changing laws and regulations related to privacy and data security. The restrictions and costs imposed by these requirements, or our actual or perceived failure to comply with them, could harm our reputation, subject us to significant fines and liability, and adversely affect our business.

We are subject to or affected by numerous evolving federal, state and foreign laws and regulations, as well as policies, contracts and other obligations governing the collection, use, disclosure, retention, and security of personal data. The global data protection landscape is rapidly evolving, and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. This landscape may create uncertainty in our business, result in liability or impose additional costs on us. These laws and regulations are subject to differing interpretations and may be inconsistent among jurisdictions, and guidance on implementation and compliance practices are often updated or otherwise revised. The cost of compliance with these laws and regulations is high and is likely to increase in the future. Our failure or perceived failure to comply with these laws and regulations could result in negative publicity, diversion of management time and effort, an inability to process personal data or to operate in certain jurisdictions, restrictions on our operations and legal action against us by governmental entities or others. In many jurisdictions, enforcement actions and consequences for noncompliance are rising.

For example, HIPAA, as amended by HITECH, imposes requirements relating to the privacy and security of individually identifiable health information on health plans, healthcare clearinghouses and certain healthcare providers, and their respective contractors and their covered subcontractors that perform services for them involving individually identifiable health information. Additionally, certain states have adopted healthcare privacy and security laws and regulations comparable to HIPAA, some of which may be more stringent than HIPAA. In the event we fail to properly maintain the privacy and security of individually identifiable health information governed by HIPAA or comparable state laws, and significant or we are responsible for an unauthorized disclosure or security breach of such information, we could be subject to enforcement action under HIPAA or comparable state laws, civil and criminal penalties, and fines.

We are also subject to a growing body of privacy, data security and data protection laws outside of the United States. For example, the EU has adopted the GDPR, which went into effect in May 2018 and introduced strict requirements for processing personal data. Among other obligations under the GDPR, we are required to give more detailed disclosures about how we collect, use and share personal data; contractually commit to data protection measures in our contracts with clients; maintain adequate data security measures; notify regulators and affected individuals of certain personal data breaches; meet extensive privacy governance and documentation requirements; and honor individuals' expanded data protection rights, including their rights to access, correct and delete their personal data. The processing of sensitive personal data, such as health data information, may impose heightened compliance burdens under the GDPR and is a subject of active interest among regulators. Companies that violate the GDPR can face private litigation, regulatory enforcement action, prohibitions on data processing and fines of up to the greater of 20 million Euros or 4% of their worldwide annual revenue.

European data protection laws, including the GDPR, generally restrict the transfer of personal data from Europe, including the European Economic Area, United Kingdom and Switzerland, to the United States and most other countries unless the parties to the transfer have implemented specific safeguards to protect the transferred personal data. Historically, to comply with these restrictions, we have generally relied on the Standard Contractual Clauses for personal data transfers approved by the European Commission. However, a July 2020 decision of the EU's highest court called into question whether the Standard Contractual Clauses can lawfully be used for transfers of personal data from the EU to the United States and most other non-EU countries. Authorities in Switzerland may similarly question the viability of the Standard Contractual Clauses as a mechanism for the lawful transfer of personal data from those countries to the United States or other countries. Further, the UK's decision to leave the EU, often referred to as Brexit, and ongoing developments in the UK have created uncertainty regarding data protection regulation in the UK. Following December 31, 2020, and the expiry of transitional arrangements between the UK and EU, the data protection obligations of the GDPR continue to apply to UK-related Processing of personal data in substantially unvaried form under the so-called 'UK GDPR'. However, going forward, there is increasing risk for divergence in application, interpretation and enforcement of the data protection laws as between the UK and EEA. Furthermore, the relationship between the UK and the EEA in relation to certain aspects of data protection law remains uncertain. For example, it is unclear whether transfers of personal data from the EEA to the UK will be permitted to take place on the basis of a future adequacy decision of the European Commission, or whether a 'transfer mechanism' such as the Standard Contractual Clauses will be required. If we are unable to lawfully transfer personal data from Europe via the Standard Contractual clauses or an alternative mechanism, we will face increased exposure to regulatory actions, substantial fines, and injunctions against processing personal information from Europe, and we may be required to increase our data processing capabilities in Europe at significant expense. Inability to import personal information from Europe may also restrict our clinical trials activities in Europe and limit our ability to collaborate with contract research organizations, service providers, contractors and other companies subject to European data protection laws. Additionally, other countries outside of Europe have enacted or are considering enacting similar cross-border data transfer restrictions and laws requiring local data residency, which could increase the cost and complexity of operating our business.

Domestic privacy and data security laws beyond HIPAA and other healthcare privacy laws are also changing rapidly and becoming more complex. For example, California recently enacted the CCPA, which took effect on January 1, 2020. The CCPA gives California residents expanded rights to access and delete their personal information, opt-out of certain personal information sharing, and receive detailed information about how their personal information is used, among others. The CCPA also requires covered businesses to provide detailed privacy notices to California residents and respond to requests from California residents to exercise their rights under the CCPA to access, delete and opt-out of certain sharing of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. Although there are limited exemptions for clinical trial data, the CCPA may increase our compliance costs and potential liability. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the U.S. In addition, it is anticipated that the CCPA will be expanded on January 1, 2023, when the California Privacy Rights Act of 2020, or CPRA, becomes operative. The CPRA will, among other things, give California residents the ability to limit use of certain sensitive personal information, further restrict the use of cross-contextual advertising, establish restrictions on the retention of personal information, expand the types of data breaches subject to the CCPA's private right of action, provide for increased penalties for CPRA violations concerning California residents under the age of 16, and establish a new California Privacy Protection Agency to implement and enforce the new law. Although there are limited exemptions for clinical trial data under the CCPA, the CCPA and other similar laws could impact our business activities depending on how it is interpreted.

If any of our product candidates are approved for marketing and we are found to have improperly promoted off-label uses, or if physicians misuse our products or use our products off-label, we may become subject to prohibitions on the sale or marketing of our products, product liability claims and significant fines, penalties and sanctions, and our brand and reputation could be harmed.

If any of our product candidates are approved and we are found to have improperly promoted off-label uses of those products, we may become subject to significant liability. The FDA and other regulatory agencies strictly regulate the promotional claims that may be made about approved prescription drug products. In particular, while the FDA permits the dissemination of truthful and non-misleading information about an approved product, a manufacturer may not promote a product for uses that are not approved by the FDA. If we are found to have promoted such off-label uses, we may become subject to significant liability. The federal government has levied large civil and criminal fines against companies for alleged improper promotion of regulated products for off-label uses and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees, corporate integrity agreements or permanent injunctions under which specified promotional conduct must be changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which would materially adversely affect our business and financial condition.

Risks Related to Our Intellectual Property

If we are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection obtained is not sufficiently broad, we may not be able to compete effectively in our markets.

We rely upon a combination of patents, trade secret protection and confidentiality agreements to protect the intellectual property related to our vaccine and monoclonal antibody development programs. Our success depends in large part on our ability to obtain and maintain patent protection in the United States and other countries with respect to AV0328, F598 and any future candidates, as well as methods of making our vaccine and antibody and components thereof. We seek to protect our proprietary position by filing patent applications in the United States, and abroad related to our development programs. The patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner.

The patents and patent applications that we own or in-license may fail to result in issued patents with claims that protect AV0328, F598 or any future candidate in the United States or in other foreign countries. There is no assurance that all of the potentially relevant prior art relating to our patents and patent applications has been found, which can prevent a patent from issuing from a pending patent application or be used to invalidate a patent. Even if patents do successfully issue and even if such patents cover AV0328, F598 or any future candidate, third parties may challenge their validity, enforceability or scope, which may result in such patents being narrowed, invalidated or held unenforceable. Any successful opposition to these patents or any other patents owned by or licensed to us could deprive us of rights necessary for the successful commercialization of any vaccine or companion diagnostic that we may develop. Further, if we encounter delays in regulatory approvals, the period of time during which we could market a vaccine candidate under patent protection could be reduced.

If the patent applications we hold or have in-licensed with respect to our development programs and vaccine fail to issue, if their breadth or strength of protection is threatened, or if they fail to provide meaningful exclusivity for AV0328, F598 or any future candidate, it could dissuade companies from collaborating with us to develop vaccine and threaten our ability to commercialize future therapies. Any such outcome could have a materially adverse effect on our business.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has been and will continue to be the subject of litigation and new legislation. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. For example, many countries restrict the patentability of methods of treatment of the human body. Publications of discoveries in scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot know with certainty whether we were the first to make the inventions claimed in our owned or licensed patents or pending patent applications, or that we were the first to file for patent protection of such inventions.

As a result of these and other factors, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our patents or narrow the scope of our patent protection.

Moreover, we may be subject to a third-party pre-issuance submission of prior art to the U.S. Patent and Trademark Office, or the USPTO, or become involved in opposition, derivation, reexamination, inter partes review, post-grant review or interference proceedings challenging our patent rights or the patent rights of others. The costs of defending our patents or enforcing our proprietary rights in post-issuance administrative proceedings and litigation can be substantial and the outcome can be uncertain. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future vaccine.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned and licensed patents may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. Generally, issued patents are granted a term of 20 years from the earliest claimed non-provisional filing date. In certain instances, patent term can be adjusted to recapture a portion of delay by the USPTO in examining the patent application (patent term adjustment) or extended to account for term effectively lost as a result of the FDA regulatory review period (patent term extension), or both. The scope of patent protection may also be limited. Without patent protection for our current or future vaccine, we may be open to competition from generic versions of such products. Given the amount of time required for the development, testing and regulatory review of new vaccine, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

If we fail to comply with our obligations under any license, collaboration or other agreements, we may be required to pay damages and could lose intellectual property rights that are necessary for developing and protecting our vaccine.

We have licensed certain intellectual property rights related our PNAG platform from Brigham and Women's Hospital. If, for any reason, these agreements are terminated or we otherwise lose those rights, it could adversely affect our business. These agreements impose, various development, commercialization, funding, milestone, royalty, diligence, sublicensing, insurance, patent prosecution and enforcement or other obligations on us and may affect future collaboration agreements. If we breach any material obligations, or use the intellectual property licensed to us in an unauthorized manner, we may be required to pay damages and the licensor(s) may have the right to terminate the license, which could result in us being unable to develop, manufacture and sell products that are covered by the licensed technology or enable a competitor to gain access to the licensed technology.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for noncompliance with these requirements.

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and other foreign patent agencies in several stages over the lifetime of the patent. The USPTO and various foreign national or international patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. There are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of patent rights include, but are not limited to, failure to timely file national and regional stage patent applications based on our international patent application, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we or our licensors fail to maintain the patents and patent applications covering PNAG, our vaccine, antibody or any future candidate, our competitors might be able to enter the market, which would have an adverse effect on our business.

Third-party claims or litigation alleging infringement of patents or other proprietary rights or seeking to invalidate our patents or other proprietary rights, may delay or prevent the development and commercialization of our vaccine, antibody and any future candidate.

Our commercial success depends in part on our avoiding infringement and other violations of the patents and proprietary rights of third parties. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, derivation and administrative law proceedings, inter partes review and post-grant review before the USPTO, as well as oppositions and similar processes in foreign jurisdictions. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we and our collaborators are developing vaccine and monoclonal antibody candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, and as we gain greater visibility and market exposure as a public company, the risk increases that our vaccine or other business activities may be subject to claims of infringement of the patent and other proprietary rights of third parties. Third parties may assert that we are infringing their patents or employing their proprietary technology without authorization.

Also, there may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our vaccine. Because patent applications can take many years to issue, there may be currently pending patent applications which may later result in issued patents that our vaccine may infringe. In addition, third parties may obtain patent rights in the future and claim that use of our technologies infringes upon rights. If any third-party patents were held by a court of competent jurisdiction to cover the manufacturing process of our vaccine, any molecules formed during the manufacturing process or any final product itself, the holders of any such patents may be able to block our ability to commercialize such vaccine candidate unless we obtained a license under the applicable patents, or until such patents expire. Similarly, if any third-party patent were held by a court of competent jurisdiction to cover aspects of our formulations, processes for manufacture or methods of use, including combination therapy, the holders of any such patent may be able to block our ability to develop and commercialize the applicable vaccine candidate unless we obtained a license or until such patent expires. In either case, such a license may not be available on commercially reasonable terms or at all. In addition, we may be subject to claims that we are infringing other intellectual property rights, such as trademarks or copyrights, or misappropriating the trade secrets of others, and to the extent that our employees, consultants or contractors use intellectual property or proprietary information owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

Parties making claims against us may obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize one or more of our therapeutics. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. In the event of a successful infringement or other intellectual property claim against us, we may have to pay substantial damages, including treble damages and attorneys' fees for willful infringement, obtain one or more licenses from third parties, pay royalties or redesign our affected products, which may be impossible or require substantial time and monetary expenditure. We cannot predict whether any such license would be available at all or whether it would be available on commercially reasonable terms.

Furthermore, as the vaccine patent landscape is crowded and highly competitive, even in the absence of litigation we may need to obtain licenses from third parties to advance our research or allow commercialization of our vaccine, and we have done so from time to time. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we would be unable to further develop and commercialize one or more of our therapeutics, which could harm our business significantly. We cannot provide any assurances that third-party patents do not exist which might be enforced against vaccine resulting in either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties or other forms of compensation to third parties.

We may become involved in lawsuits to protect or enforce our patents, the patents of our licensors or our other intellectual property rights, which could be expensive, time consuming and unsuccessful.

Competitors may infringe or otherwise violate our patents, the patents of our licensors or our other intellectual property rights. To counter infringement or unauthorized use, we may be required to file legal claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that a patent of ours or our licensors is not valid or is unenforceable or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing. The initiation of a claim against a third party may also cause the third party to bring counter claims against us such as claims asserting that our patents are invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement or lack of statutory subject matter. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant material information from the USPTO, or made a materially misleading statement, during prosecution. Third parties may also raise similar validity claims before the USPTO in post-grant proceedings such as *ex parte* reexaminations, inter-partes review or post-grant review, or oppositions or similar proceedings outside the United States, in parallel with litigation or even outside the context of litigation. The outcome following legal assertions of invalidity and unenforceability is unpredictable. We cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. For the patents and patent applications that we have licensed, we may have limited or no right to participate in the defense of any licensed patents against challenge by a third party. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of any future patent protection on our current or future vaccine. Such a loss of patent protection could harm our business.

We may not be able to prevent, alone or with our licensors, misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States. Our business could be harmed if in litigation the prevailing party does not offer us a license on commercially reasonable terms. Any litigation or other proceedings to enforce our intellectual property rights may fail, and even if successful, may result in substantial costs and distract our management and other employees.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our common shares.

Changes in U.S. patent law or the patent law of other countries or jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our products.

The United States has enacted and implemented wide-ranging patent reform legislation. The U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on actions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce patents that we have licensed or that we might obtain in the future. Similarly, changes in patent law and regulations in other countries or jurisdictions or changes in the governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may weaken our ability to obtain new patents or to enforce patents that we have licensed or that we may obtain in the future.

Any trademarks we may obtain may be infringed or successfully challenged, resulting in harm to our business

We expect to rely on trademarks as one means to distinguish our vaccine from those approved for marketing from the products of our competitors. We have not yet selected trademarks for our vaccine and have not yet begun the process of applying to register trademarks for our current or any future vaccine. Once we select trademarks and apply to register them, our trademark applications may not be approved. Third parties may oppose our trademark applications or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition and could require us to devote resources to advertising and marketing new brands. Our competitors may infringe our trademarks, and we may not have adequate resources to enforce our trademarks. In addition, any proprietary name we propose to use with our current or any other vaccine candidate in the United States must be approved by the FDA, regardless of whether we have registered it, or applied to register it, as a trademark. The FDA typically conducts a review of proposed product names, including an evaluation of the potential for confusion with other product names. If the FDA objects to any of our proposed proprietary product names, we may be required to expend significant additional resources in an effort to identify a suitable proprietary product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA.

We may not be able to protect our intellectual property rights throughout the world, which could impair our business

Filing, prosecuting and defending patents covering our current vaccine and any future vaccine candidate throughout the world would be prohibitively expensive. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we may obtain patent protection, but where patent enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued or licensed patents and any future patent claims, or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Because we expect to rely on third parties to manufacture AV0328 and F598 and any future candidates, and we expect to collaborate with third parties on the development of our current and future therapeutics, we must, at times, share trade secrets with them. We also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development partnerships or similar agreements. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third-party contractors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, including our trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's discovery of our trade secrets or other unauthorized use or disclosure would impair our competitive position and may have an adverse effect on our business and results of operations. Further, disputes may arise under these agreements regarding inventorship or ownership of proprietary information generated during research and development.

In addition, these agreements typically restrict the ability of our advisors, employees, third-party contractors and consultants to publish data potentially relating to our trade secrets, although our agreements may contain certain limited publication rights. Despite our efforts to protect our trade secrets, our competitors may discover our trade secrets, either through breach of our agreements with third parties, independent development or publication of information by any of our third-party collaborators. A competitor's discovery of our trade secrets would impair our competitive position and have an adverse impact on our business.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of their former employers or other third parties.

We employ individuals who were previously employed at other biotechnology or pharmaceutical companies. Although we seek to protect our ownership of intellectual property rights by ensuring that our agreements with our employees, collaborators and other third parties with whom we do business include provisions requiring such parties to assign rights in inventions to us, we may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed confidential information of our employees' former employers or other third parties. We may also be subject to claims that former employers or other third parties have an ownership interest in our patents. Litigation may be necessary to defend against these claims. There is no guarantee of success in defending these claims, and if we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, valuable intellectual property. Even if we are successful, litigation could result in substantial cost and be a distraction to our management and other employees.

Risks Related to This Offering and Ownership of Our Common Stock

We do not know whether an active, liquid and orderly trading market will develop for our common stock or what the market price of our common stock will be and as a result it may be difficult for you to sell your shares of our common stock.

Prior to this offering there has been no public market for shares of our common stock. An active trading market for our shares may never develop or be sustained following this offering. You may not be able to sell your shares quickly or at the market price if trading in shares of our common stock is not active. The initial public offering price for our common stock will be determined through negotiations with the underwriters, and the negotiated price may not be indicative of the market price of the common stock after the offering. As a result of these and other factors, you may be unable to resell your shares of our common stock at or above the initial public offering price. Further, an inactive market may also impair our ability to raise capital by selling shares of our common stock and may impair our ability to enter into strategic partnerships or acquire companies or products by using our shares of common stock as consideration.

The price of our stock may be volatile, and you could lose all or part of your investment.

The trading price of our common stock following this offering is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control, including limited trading volume. In particular, the COVID-19 pandemic has further heightened the volatility of the stock market for biopharmaceutical companies. In addition to the factors discussed in this “Risk Factors” section and elsewhere in this prospectus, these factors include:

- the commencement, enrollment or results of our planned or future preclinical studies or clinical trials of our vaccine and those of our competitors;
- regulatory or legal developments in the United States and abroad;
- the success of competitive vaccines or technologies;
- the recruitment or departure of key personnel;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the level of expenses related to our vaccine or preclinical and clinical development programs;
- the results of our efforts to develop additional vaccine;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations or reports by securities analysts;
- the level of expenses and capital investment related to manufacturing out vaccine;
- our inability to obtain or delays in obtaining adequate supply for any approved vaccine candidate;
- significant lawsuits, including patent or stockholder litigation;
- variations in our financial results or those of companies perceived to be similar to us;
- changes in the structure of healthcare payment systems, including coverage and adequate reimbursement for any approved vaccine or monoclonal antibody;
- general economic, political and market conditions and overall fluctuations in the financial markets in the United States and abroad; and
- investors’ general perception of us and our business.

In addition, the stock market in general, and the Nasdaq Capital Market and biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies, including very recently in connection with the ongoing COVID-19 pandemic, which has resulted in decreased stock prices for many companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company’s securities. If the market price of our common stock after this offering does not exceed the initial public offering price, you may not realize any return on your investment in us and may lose some or all of your investment. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company’s securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management’s attention and resources, which would harm our business, operating results or financial condition.

Our financial condition and results of operations may fluctuate from quarter to quarter and year to year, which makes them difficult to predict.

We expect our financial condition and results of operations to fluctuate from quarter to quarter and year to year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any quarterly or annual periods as indications of future operating performance.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Furthermore, future debt or other financing arrangements may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to the appreciation of their stock.

Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval, which will limit your ability to influence corporate matters and could delay or prevent a change in corporate control.

Prior to this offering, our executive officers, directors and 5% stockholders beneficially owned approximately 100% of our voting stock as of December 31, 2021 and, upon the closing of this offering, that same group will continue to beneficially own a significant percentage of our outstanding voting stock. Accordingly, even after this offering, these stockholders will have the ability to influence us through this ownership position and significantly affect the outcome of all matters requiring stockholder approval. For example, these stockholders may be able to significantly affect the outcome of elections of directors, amendments of our organizational documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders. In addition, these stockholders acquired their shares of common stock for substantially less than the price of the shares of common stock being acquired in this offering, and these stockholders may have interests, with respect to their common stock, that are different from those of investors in this offering and the concentration of voting power among these stockholders may have an adverse effect on the price of our common stock.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution in the book value of your shares.

You will suffer immediate and substantial dilution in the net tangible book value of the common stock you purchase in this offering. The initial public offering price is substantially higher than the pro forma as adjusted net tangible book value per share of our common stock. Investors purchasing common stock in this offering will pay a price per share that substantially exceeds the pro forma as adjusted book value of our tangible assets after subtracting our liabilities. Based on the assumed initial public offering price of \$ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, you will experience immediate dilution of \$ per share, representing the difference between our pro forma as adjusted net tangible book value per share after this offering and the initial public offering price per share. After this offering, we will also have outstanding options and a warrant to purchase common stock with exercise prices lower than the initial public offering price. To the extent these outstanding options or warrant are exercised, there will be further dilution to investors in this offering. See the section entitled “Dilution” for additional information.

We are an emerging growth company, and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act, or JOBS Act, enacted in April 2012. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years following the year in which we complete this offering, although circumstances could cause us to lose that status earlier. We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least \$1.07 billion or (c) in which we are deemed to be a large accelerated filer, which requires the market value of our common stock that is held by non-affiliates to exceed \$700 million as of the prior June 30th, and (2) the date on which we have issued more than \$1 billion in non-convertible debt during the prior three-year period.

Even after we no longer qualify as an emerging growth company, we may still qualify as a “smaller reporting company” which would allow us to take advantage of many of the same exemptions from disclosure requirements including not being required to comply for a period of time with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or Sarbanes-Oxley Act, and reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

As a public company, we will be subject to more stringent federal and state law requirements.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The Nasdaq Stock Market LLC, or Nasdaq, and other applicable securities rules and regulations. Despite reforms made possible by the JOBS Act, compliance with these rules and regulations will nonetheless increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources, particularly after we are no longer an emerging growth company. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results.

As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business, results of operations, financial condition and prospects could be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our brand and reputation, business, results of operations, financial condition and prospects. We also expect that being a public company and the associated rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain adequate coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers.

We will incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

As a public company, and particularly after we are no longer an emerging growth company, we will incur significant legal, accounting, investor relations and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act and rules subsequently implemented by the SEC and Nasdaq have imposed various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Stockholder activism, the current political environment and the current high level of U.S. government intervention and regulatory reform may also lead to substantial new regulations and disclosure obligations, which may in turn lead to additional compliance costs and impact the manner in which we operate our business in ways we do not currently anticipate. Our management and other personnel will need to devote a substantial amount of time to comply with these requirements. Moreover, these requirements will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements.

We may not be able to satisfy listing requirements of the Nasdaq Capital Market or obtain or maintain a listing of our common stock on the Nasdaq Capital Market.

If our common stock is listed on the Nasdaq Capital Market, we must meet certain financial and liquidity criteria to maintain such listing. If we violate the Nasdaq Capital Market listing requirements, our common stock may be delisted. If we fail to meet any of the Nasdaq Capital Market's listing standards, our common stock may be delisted. In addition, our board of directors may determine that the cost of maintaining our listing on a national securities exchange outweighs the benefits of such listing. A delisting of our common stock from the Nasdaq Capital Market may materially impair our stockholders' ability to buy and sell our common stock and could have an adverse effect on the market price of, and the efficiency of the trading market for, our common stock. The delisting of our common stock could significantly impair our ability to raise capital and the value of your investment.

If we fail to maintain proper and effective internal control over financial reporting, our ability to produce accurate and timely financial statements could be impaired, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

Pursuant to Section 404 of the Sarbanes-Oxley Act, we will be required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To comply with the Sarbanes-Oxley Act, the requirements of being a reporting company under the Exchange Act and any complex accounting rules in the future, we may need to upgrade our information technology systems; implement additional financial and management controls, reporting systems and procedures; and hire additional accounting and finance staff. We are currently in the process of hiring additional accounting and finance staff as we grow our business. To date, we have had limited financial and accounting personnel to fully execute our accounting processes and address our internal control over financial reporting. If we are unable to hire the additional accounting and finance staff necessary to comply with these requirements, we may need to retain additional outside consultants. If we or, if required, our auditors, are unable to conclude that our internal control over financial reporting is effective, investors may lose confidence in our financial reporting and the trading price of our common stock may decline.

There can be no assurance that there will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines that we have a material weakness in our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. For example, our directors or executive officers could inadvertently fail to disclose a new relationship or arrangement causing us to fail to make a required related party transaction disclosure. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

We have identified a material weakness in our internal control over financial reporting, and the failure to remediate this material weakness may adversely affect our business, investor confidence in our company, our financial results and the market value of our common stock.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness we identified related to the lack of maintaining a sufficient complement of personnel commensurate with the accounting and financial reporting requirements in order to have adequate segregation of key duties and responsibilities, which affected the operation of controls over the recording of journal entries and the reconciliation of key accounts. This material weakness did not result in a material misstatement to the financial statements. We are in the process of implementing measures designed to improve internal control over financial reporting to remediate the control deficiencies that led to our material weakness by, among other things, hiring qualified personnel with appropriate expertise to perform specific functions, and designing and implementing improved processes and internal controls.

While we believe the remedial efforts we are taking and will take will improve our internal controls and address the underlying causes of the material weakness, we cannot be certain that these steps will be sufficient to remediate the control deficiencies that led to our material weakness in our internal controls over financial reporting or prevent future material weaknesses or control deficiencies from occurring. While we will work to remediate the material weakness as timely and efficiently as possible, at this time we cannot provide an estimate of costs expected to be incurred in connection with the implementation of our remediation actions, nor can we provide an estimate of the time it will take to complete our remediation actions. Neither our management nor an independent registered public accounting firm has performed an evaluation of our internal controls over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act because no such evaluation has been required.

If we fail to effectively remediate the material weakness in our internal controls over financial reporting described above, we may be unable to accurately or timely report our financial condition or results of operations. Such failure may adversely affect our business, investor confidence in our company, our financial condition and the market value of our common stock.

We are not currently required to comply with SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal controls over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of internal controls over financial reporting. Although we will be required to disclose changes that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting on a quarterly basis, we will not be required to make our first annual assessment of our internal controls over financial reporting pursuant to Section 404 until at least our second annual report required to be filed with the SEC, and we will not be required to have our independent registered public accounting firm formally assess our internal controls for as long as we remain an "emerging growth company" as defined in the JOBS Act.

When formally evaluating our internal controls over financial reporting, we may identify material weaknesses that we may not be able to remediate in time to meet the applicable deadline imposed upon us for compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. In addition, if we fail to achieve and maintain the adequacy of our internal controls, as such standards are modified, supplemented or amended from time to time, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. We cannot be certain as to the timing of completion of our evaluation, testing and any remediation actions or the impact of the same on our operations. If we are not able to implement the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, our independent registered public accounting firm may issue an adverse opinion due to ineffective internal controls over financial reporting, and we may be subject to sanctions or investigation by regulatory authorities, such as the SEC. As a result, there could be a negative reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. Any such action could have a significant and adverse effect on our business and reputation, which could negatively affect our results of operations or cash flows. In addition, we may be required to incur additional costs in improving our internal control system and the hiring of additional personnel.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, may retroactively affect previously reported results, could cause unexpected financial reporting fluctuations and may require us to make costly changes to our operational processes and accounting systems.

Sales of a substantial number of shares of our common stock by our existing stockholders in the public market could cause our stock price to fall.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market after the lock-up and other legal restrictions on resale discussed in this prospectus lapse, the trading price of our common stock could decline. Based on shares of common stock outstanding as of _____, upon the closing of this offering we will have outstanding a total of _____ shares of common stock. Of these shares, only the shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable without restriction in the public market immediately following this offering. The underwriters, however, may, in their sole discretion, permit our officers, directors and other stockholders who are subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements.

We expect that the lock-up agreements pertaining to this offering will expire 180 days from the date of this prospectus. In addition, shares of common stock that are either subject to outstanding options or reserved for future issuance under our Equity Incentive Plan will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements and Rule 144 and Rule 701 under the Securities Act of 1933, as amended, or the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could decline.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively

Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section entitled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. Our management might not apply our net proceeds in ways that ultimately increase the value of your investment. The failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest the net proceeds from this offering in short- and intermediate-term, interest-bearing instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this offering in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

Provisions in our corporate charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that not all members of the board are elected at one time;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- limit the manner in which stockholders can remove directors from the board;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;
- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- prohibit our stockholders from calling a special meeting of our stockholders;
- authorize our board of directors to issue preferred stock without stockholder approval, which could be used to institute a stockholder rights plan, or so-called “poison pill,” that would work to dilute the stock ownership of a potential hostile acquirer, effectively preventing acquisitions that have not been approved by our board of directors; and
- require the approval of the holders of at least 66 2/3% of the votes that all our stockholders would be entitled to cast to amend or repeal certain provisions of our charter or bylaws.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, or DGCL, which prohibits a person who owns 15% or more of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired 15% or more of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. These provisions could discourage potential acquisition proposals and could delay or prevent a change in control transaction. They could also have the effect of discouraging others from making tender offers for our common stock, including transactions that may be your best interests. These provisions may also prevent changes in our management or limit the price that investors are willing to pay for our stock.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering will provide that we will indemnify our directors and officers, in each case, to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director’s duty of loyalty to the corporation or its stockholders;

- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated bylaws that will be in effect upon the closing of this offering will provide that we are required to indemnify our directors and officers to the fullest extent permitted by Delaware law and may indemnify our other employees and agents. Our amended and restated bylaws will also provide that, on satisfaction of certain conditions, we will advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. We have entered and expect to continue to enter into agreements to indemnify our directors and executive officers. With certain exceptions, these agreements provide for indemnification for related expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in connection with any action, proceeding or investigation. We believe that these amended and restated certificate of incorporation and amended and restated bylaws provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

While we maintain directors' and officers' liability insurance, such insurance may not be adequate to cover all liabilities that we may incur, which may reduce our available funds to satisfy third-party claims and may adversely impact our cash position.

Our amended and restated certificate of incorporation that will become effective upon the closing of this offering provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware (or, in the event that the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers or other employees to us or our stockholders;
- any action or proceeding asserting a claim against us or any of our current or former directors, officers or other employees, arising out of or pursuant to any provision of the DGCL, our certificate of incorporation or our bylaws;
- any action or proceeding to interpret, apply, enforce or determine the validity of our certificate of incorporation or our bylaws; and

- any action asserting a claim against us by any of our directors, officers or other employees governed by the internal affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. In addition, our amended and restated certificate of incorporation will provide that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage these types of lawsuits. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive-forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. If a court were to find the exclusive-forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts do not currently, and may never, publish research on our company. If no securities or industry analysts commence coverage of our company, the trading price for our stock would likely be negatively impacted. In the event securities or industry analysts initiate coverage, if one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, including our statements regarding the benefits and timing of the roll-out of new technology, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will” or “would” or the negative of these words or other similar terms or expressions. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- our use of the net proceeds from this offering;
- our expectations regarding the potential benefits, spectrum coverage and immunogenicity of our vaccine;
- our expectations regarding our preclinical study results potentially being predictive of clinical study results;
- our belief that our vaccine could receive regulatory approval based on a demonstration of efficacy using well-defined surrogate immune endpoints rather than requiring clinical field efficacy studies;
- the timing of the initiation, progress and expected results of our preclinical studies, clinical trials and our research and development programs;
- our ability to advance our vaccine and antibody and successfully complete clinical trials;
- the commercialization of our vaccine and antibody, if approved;
- estimates of our total addressable market, future revenue, expenses, capital requirements and our needs for additional financing;
- our ability to compete effectively with existing competitors and new market entrants;
- our ability to establish and maintain intellectual property protection for our products or avoid claims of infringement;
- our manufacturing capabilities and the scalable nature of our manufacturing process;
- potential effects of extensive government regulation;
- the pricing, coverage and reimbursement of our vaccine and antibody, if approved;
- our ability and the ability of our third-party contract manufacturers to operate and continue operations in light of the COVID-19 pandemic;
- our ability to hire and retain key personnel;
- our ability to obtain additional financing in this or future offerings;

- the volatility of the trading price of our common stock; and
- our expectation regarding the time during which we will be an emerging growth company under the JOBS Act.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section entitled “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately \$ million (or approximately \$ million if the underwriters exercise their option to purchase additional shares in full), based on the assumed initial public offering price of \$ per share of common stock, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share of common stock, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately \$ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 100,000 shares in the number of shares of common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately \$ million, assuming the assumed initial public offering price of \$ per share of common stock remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock, facilitate future access to the public equity markets by us, our employees and our stockholders and increase our visibility in the marketplace. We currently intend to use the net proceeds we receive from this offering, together with our existing cash and cash equivalents, as follows:

- approximately \$5.5 million to initiate a proof-of-concept trial of vaccine AV0328, including manufacturing, and correlative laboratory studies
- approximately \$4.5 million to initiate a proof-of-concept trial of our monoclonal antibody in ICU patients
- the remainder for general corporate purposes, including working capital, operating expenses and capital expenditures, as well as potential expansion of our research pipeline.

This expected use of the net proceeds from this offering represents our intentions based on our current plans and business conditions, which could change in the future as our plans and business conditions evolve. Further, due to the uncertainties inherent in the vaccine development process, it is difficult to estimate with certainty the exact amounts of the net proceeds from this offering that may be used for the above purposes. We cannot specify with certainty all of the particular uses for the remaining net proceeds to us from this offering. We may also use a portion of the net proceeds for acquisitions or strategic investments in complementary businesses, products, services or technologies. However, we do not have agreements or commitments to enter into any such acquisitions or investments at this time. We will have broad discretion over how to use the net proceeds to us from this offering, and our investors will be relying on the judgment of our management regarding the application of the net proceeds of this offering. The amounts and timing of our expenditures will depend upon numerous factors including the results of our research and development efforts, the timing and success of preclinical studies and any clinical trials we may commence in the future, the timing of regulatory submissions, and the amount of cash obtained through any future collaborations.

We estimate that the net proceeds from this offering, together with our current cash and cash equivalents, will be sufficient for us to fund our operating expenses and capital expenditure requirements through at least the next 12 months. The expected net proceeds from this offering, together with our cash and cash equivalents, will not be sufficient for us to fund a pivotal clinical trial for any of our candidates, and we will need to raise additional capital to complete the development and commercialization of our vaccine. We expect to finance our cash needs through public or private equity or debt financings, government or other third-party funding, collaborations, strategic alliances and licensing arrangements, or a combination of these sources. We have based these estimates on assumptions that may prove to be incorrect, and we could expend our available capital resources at a rate greater than we currently expect.

We intend to invest the net proceeds to us from this offering that are not used as described above in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. In addition, we may enter into agreements in the future that could contain restrictions on payments of cash dividends.

CAPITALIZATION

The following unaudited table sets forth our cash and cash equivalents at December 31, 2021:

- on an actual basis;
- on a pro forma basis to reflect the (i) the automatic conversion of all outstanding convertible notes to purchase _____ shares of common stock, and (ii) the exercise of warrants to purchase _____ shares of common stock; and
- on a pro forma as adjusted basis to give further effect to the sale and issuance by us of _____ shares of our common stock in this offering, at the assumed initial public offering price of \$ _____ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

You should read the following table together with our financial statements and the related notes appearing at the end of this prospectus and the “Summary Financial Data,” “Management’s Discussion & Analysis of Financial Condition and Results of Operations” and “Description of Capital Stock” sections of this prospectus.

	Actual	Pro Forma	Pro Forma As Adjusted
Cash and cash equivalents	\$ 40,208	\$ —	\$ —
Accrued interest – related party	3,112	—	—
Convertible notes payable – related party	200,000	—	—
Stockholders’ deficit			
Preferred stock - \$0.001 par value; 3,000,000 shares authorized, no shares issued and outstanding	—	—	—
Common stock - \$0.0001 par value; 1,000,000 shares authorized and 200,000 shares issued and outstanding	20	—	—
Common Stock – Non-voting, \$0.0001 par value, 5,000,000 shares authorized, and 3,000,000 shares issued and outstanding	300	—	—
Additional paid-in capital	4,202,935	—	—
Accumulated deficit	(4,945,682)	—	—
Total stockholders’ deficit	(742,427)	—	—
Total Capitalization	\$ (539, 315)	\$ —	\$ —

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value (deficit) per share of our common stock after this offering. The net tangible book value (deficit) of our common stock as of December 31, 2021 was \$(850 thousand), or \$(0.27) per share. Our historical net tangible book value (deficit) represents the amount of our total tangible assets less our total liabilities. Historical net tangible book value (deficit) per share represents historical net tangible book value (deficit) divided by the number of shares of our common stock outstanding as of December 31, 2021.

The pro forma net tangible book value (deficit) of our common stock as of December 31, 2021 was \$ million, or \$ per share, after giving effect to issuance of shares of our common stock as a result of the expected net exercise of an outstanding warrant to purchase shares of common stock.

After giving further effect to the receipt of the net proceeds from our sale of shares of common stock in this offering at an assumed public offering price of \$ per share, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value (deficit) as of December 31, 2021, would have been \$ million, or \$ per share. This represents an immediate increase in pro forma net tangible book value (deficit) of \$ per share to our existing stockholders and an immediate dilution of \$ per share to investors purchasing common stock in this offering.

Dilution per share to investors participating in this offering is determined by subtracting as adjusted net tangible book value (deficit) per share after this offering from the initial public offering price per share paid by investors participating in this offering. The following table illustrates this dilution (without giving effect to any exercise by the underwriters of their option to purchase additional shares):

Assumed public offering price per share	\$
Pro forma net tangible book value (deficit) per share as of December 31, 2021	\$ (0.27)
Increase in pro forma net tangible book value (deficit) per share attributable to this offering	
Pro forma as adjusted net tangible book value (deficit) per share after this offering	
Dilution in pro forma net tangible book value (deficit) per share in this offering	\$

The dilution information discussed above is illustrative and will change based on the actual initial public offering price and other terms of this offering determined at pricing. If the underwriters exercise their option to purchase additional shares in full, our pro forma as adjusted net tangible book value (deficit) per share after this offering would be approximately \$ per share, and the dilution in pro forma as adjusted net tangible book value (deficit) per share to new investors participating in this offering would be \$ per share.

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value (deficit) by \$ per share and the dilution to investors participating in this offering by \$ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated expenses payable by us.

Similarly, each increase (decrease) of 100,000 shares in the number of shares offered by us in this offering would increase (decrease) the pro forma as adjusted net tangible book value (deficit) by \$ per share and the dilution to investors participating in this offering by \$ per share, assuming the assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated expenses payable by us.

The following table summarizes, on an as adjusted basis as of December 31, 2021, the differences between the number of shares of common stock purchased from us, the total cash consideration and the average price per share paid to us by existing stockholders and by new investors purchasing shares in this offering at the assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover of this prospectus before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. As the table shows, new investors purchasing shares of common stock in this offering will pay an average price per share substantially higher than our existing investors paid.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders			% \$		%
New investors participating in this offering					
Total			% \$		%

If the underwriters exercise their option to purchase additional shares in full, the number of shares of common stock held by existing stockholders will be reduced to % of the total number of shares of common stock to be outstanding after this offering, and the number of shares of common stock held by investors participating in this offering will be further increased to % of the total number of shares of common stock to be outstanding after this offering.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our financial statements and related notes and other financial information included elsewhere in this prospectus. This discussion and analysis and other parts of this prospectus contain forward-looking statements based upon our current plans and expectations that involve risks, uncertainties and assumptions, such as statements regarding our plans, objectives, expectations, intentions and beliefs. Our actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under the section entitled "Risk Factors" and elsewhere in this prospectus. You should carefully read the "Risk Factors" section of this prospectus to gain an understanding of the important factors that could cause actual results to differ materially from our forward-looking statements. Please also see the section entitled "Special Note Regarding Forward-Looking Statements."

Overview

Alopexx, Inc., ("Alopexx" or the "Company") is a corporation organized and existing under the laws of the State of Delaware. Our executive office is located at 186 Alewife Brook Pkwy #1068, Cambridge, MA 02138, telephone 617-780-1598, www.alopexx.com.

Alopexx, Inc., is a clinical stage biotechnology company focusing on developing novel, broad-spectrum immune-mediated therapeutics for the prevention and treatment of a wide range of bacterial, fungal and parasitic microbial infections.

Technology and Patents

Alopexx has developed two immune therapeutics directed at PNAG – a monoclonal antibody and a vaccine. Preclinical studies of these immune therapeutics have been performed and efficacy has been demonstrated in studies of 14 pathogens utilizing 20 animal models of infection. While the ultimate decision on the safety and efficacy of our therapeutics will be determined by the FDA and other health authorities, it is our management's assessment that the broad-spectrum potential of our therapeutics will allow them to be used for the prevention, treatment, and mitigation of a wide range of infections. Both therapeutics are now in human clinical trials in which, in our management's assessment, their safety and potential efficacy have been demonstrated. Our therapeutics are:

- **Monoclonal antibody F598** - Phase 1 and pilot phase 2 trials of F598 have been completed. The antibody was found to be well tolerated, and no serious adverse events were observed. A single infusion was noted to provide sustained serum levels for 2-3 months. Unlike vaccines which may take several weeks or longer to induce protective immunity, administration of a monoclonal antibody provides immediate protection. Therefore, the antibody will be utilized in settings where an individual is at an immediate or near-term risk of developing an infection. Hospital-associated infections are one of the major settings where this occurs. Monoclonal antibody F598 will not replace antibiotics but will instead complement and augment their efficacy and by doing so reduce the development of antibiotic resistant organisms. Use of monoclonal antibody F598 in that setting offers the potential for it to become the first broad-spectrum therapeutic antibody. We will study this in a setting where the prevalence of acquired infections is very high – intensive care units. Demonstrating that monoclonal antibody F598 can reduce the morbidity/mortality related to microbial infections in ICU patients would constitute a major health advancement. We believe it would establish administration of F598 as part of the standard of care in that setting.
- **Vaccine AV0328** - a synthetic PNAG vaccine. A phase 1, first-in-man trial has been completed and the vaccine was found to be well tolerated, and no serious adverse events were observed. It induced antibodies that were capable of killing a wide range of PNAG-expressing pathogens. In vitro efficacy in killing was noted against every pathogen tested which included over 10 different microbial species. Based on those results, Alopexx proposed to the FDA that AV0328 be developed as a complement to currently approved *Streptococcus pneumoniae* vaccines (Pneumovax and Prevnar). Those vaccines, including the recently approved versions, cover at best 23 of the 100 known *Streptococcus pneumoniae* serotypes. AV0328 could provide protection against many of the remaining 80+ serotypes. Feedback from the FDA supported pursuing accelerated approval of AV0328 based on safety in vaccinated humans and utilization of a validated surrogate assay – opsonic killing mediated by the antibodies induced by the vaccine. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections, which management believes improves the likelihood of success.

The technology for both the vaccine and antibody is licensed from Brigham and Women's Hospital. Alopexx has full rights to all uses and indications pursuant to those licenses.

Our patent portfolio contains 4 patent families with coverage through 2040. This includes both composition of matter and use patents. We continue to seek to maximize the scope of our patent protection for all our programs. In addition to patents, synthesis of the PNAG oligosaccharide is covered by a trade secret agreement. The F598 monoclonal antibody is produced using a proprietary master cell bank.

Key Relationships and Business Development

Dr. Daniel Vlock is the CEO of newly formed Alopexx, Inc. He was appointed CEO of the prior company, OneBioPharma, Inc. on November 17, 2020. He brings extensive pharmaceutical industry and academic experience in pharmaceutical drug development. Previously as CEO of Alopexx Pharmaceuticals and Alopexx Vaccine he and his co-founder Dr. Gerald Pier developed F598, a human monoclonal antibody directed against *S. aureus*. Vaccine AV0328 was also developed by Drs. Vlock and Pier. Dr. Vlock has held senior-level medical and research positions at GPC Biotech, Inc., Pharmacia Corporation, Ethicon Endo-Surgery (a subsidiary of Johnson & Johnson Company), and Boehringer Ingelheim Pharmaceuticals, Inc., where he was involved in the development of numerous oncology drugs, medical devices and drug-device combinations. While at Pharmacia he ran the Celebrex Oncology Group. While at other companies he ran programs which successfully developed and introduced monoclonal antibodies into clinical trials.

Thomas T. Thomas was appointed as CFO on August 30, 2021. Since November 2016, he has served as an Independent Director of Opiant Pharmaceuticals (NASDAQ: OPNT), where he is Chairman of the Audit Committee and serves as a member of the Compensation Committee. He has over 30 years of experience as a financial executive, consultant and entrepreneur in biotechnology, packaged goods, wine production, financial services and non-profit organizations. He is the former Interim Chief Executive Officer of the Stupski Foundation (2009 – 2010). He joined the foundation in 2009 as its Chief Financial Officer and in 2010 was promoted to Chief Operating Officer and subsequently asked to serve as the Foundation's interim CEO. Prior to joining the Stupski Foundation, Thomas spent twelve years (1994 – 2006) at Genentech, Inc, a biopharmaceutical company, in various financial roles serving as the company's Corporate Treasurer from 2001 through 2006. His executive responsibilities included Treasury Operations and Investments, Corporate Finance, Global Procurement, Enterprise Risk Management and Insurance, Business Continuity and Real Estate. As Treasurer, he led Genentech's Corporate Investment Program, implemented and led an Enterprise Risk Management program to holistically assess and mitigate company risks, partnered with Business Development in the financing of Genentech's Drug Collaborations and also executed large corporate transactions in support of Genentech's growth, including the \$2 billion Global Public Debt Offering and the financing and construction of Genentech's 870 thousand sq. ft. South Campus Research Center expansion.

Dr. Gerald Pier is our Chief Scientific Officer. His research interests focus on the definition of protective immune mechanisms relevant to microbial infections that can lead to the development of vaccines and passive immunotherapies, along with basic studies on mechanisms whereby bacterial pathogens cause infections. His laboratory was responsible for the development and pre-clinical assessment of both the vaccine targeting PNAG and monoclonal antibody F598, the antibody being developed by Alopexx. He has over 330 peer-reviewed publications and more than 30 patents. He has had multiple successful partnerships with pharmaceutical companies that were an outgrowth of his research. His laboratory developed the synthetic PNAG-conjugate vaccine that Alopexx has brought to Phase 1 trials and has produced panels of fully human monoclonal antibodies derived originally from circulating B cells of vaccinated or infected individuals. These have been in phase 1 and 2 trials for use in passive therapy against *Pseudomonas aeruginosa* and the broad range of pathogens that express the PNAG antigen.

Christine de los Reyes has served as our Chief Business Officer since June 2021. She has over 30 years of pharmaceutical experience and most recently was founder and Managing Director of Biotech Partnering Solutions, a business development consulting firm that advises life science companies on partnering strategy, search for potential partners, coordination of technical evaluation and due diligence, deal structure and transaction negotiation. In this capacity, she has had numerous clients and executed several licensing transactions. Christine also spent 12 years on the advisory board of the Neurotechnology Industry Organization, a non-profit trade association that represents companies involved in neuroscience, academic neuroscience research centers and brain-illness advocacy groups.

Company History

Alopecx has undergone a significant reorganization over the past year in anticipation of the IPO. This has been a culmination of a number of events over the past 3 years. Briefly, until 2019 monoclonal antibody F598 and vaccine AV0328 were licensed to Alopecx Pharmaceuticals, LLC and Alopecx Vaccine, LLC. Dr. Daniel Vlock was CEO of both of those entities. The research and development performed by those entities was responsible for bringing both the antibody and vaccine into clinical trials. A proprietary process for the vaccine's synthesis was developed and a first-in-man trial successfully completed. Plans for a phase 2 program and interactions with the FDA were initiated. Funding for these companies was funded solely by a high-net-worth U.S. family (the "Family Office") with ties to the Vlock family.

In late 2017, the Family Office made a decision to exit from a large number of investments, including the Alopecx F598 antibody and AV0328 vaccine programs.

For the F598 antibody and AV0328 vaccine an outside development group was engaged to continue the programs. To permit that group to independently pursue development it was elected to have both assets assigned to a new entity founded March 23, 2019 – OneBioPharma, Inc (OBP). The licenses from Brigham and Women's Hospital for human use of the vaccine and antibody were assigned to OBP. After 18 months the parties then-responsible for OBPs activities resigned from the company and board.

The Family Office remained committed to its desire to exit from the programs as part of their global strategy. Rather than close the programs entirely, the Family Office appointed Daniel Vlock as CEO of the newly re-named Alopecx, Inc. (formerly known as OneBioPharma) on November 17, 2020. The equity portion held by the Family Office was transferred to the new CEO in December 2020. The Family Office relinquished all rights and ownership.

To streamline and simplify equity ownership a cash-out merger occurred on June 14, 2021 and the intellectual property (among other assets) of the vaccine and antibody were merged into a new entity – OneBioPharma Acquisition Corp – which was subsequently renamed Alopecx, Inc.

Path Forward

Alopecx's goal is to develop a broad-spectrum, non-antibiotic therapeutic platform for the treatment and prevention of microbial infections. These immune therapeutics offer the promise of greatly limiting the burden of bacterial infections in the world and reliance on antibiotics and the development of antimicrobial resistance.

Based on Phase 1 results Alopecx proposed to the FDA that AV0328 be developed as a complement to currently approved *Streptococcus pneumoniae* vaccines (Pneumovax and Prevnar). Those vaccines, including the recently approved versions, cover at best 23 of the 100 known *Streptococcus pneumoniae* serotypes. AV0328 could provide protection against the remaining 80+ serotypes. Feedback from the FDA supported pursuing accelerated approval of AV0328 based on safety in vaccinated humans and utilization of a validated surrogate assay – opsonic killing mediated by the antibodies induced by the vaccine. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections that management believes improves the likelihood of success.

Unlike vaccines that may take several weeks or longer to induce protective immunity, administration of a monoclonal antibody F598 provides immediate protection. Therefore, the antibody can be utilized in settings where an individual is at an immediate or near-term risk of developing an infection. Hospital-associated infections are one of the major settings where this occurs. This will not replace antibiotics but will instead complement and augment their efficacy and by doing so reduce the development of antibiotic resistant organisms. Use of monoclonal antibody F598 in that setting offers the potential for it to become the first broad-spectrum therapeutic antibody. We will study this in a setting where the prevalence of acquired infections is very high – intensive care units. Demonstrating that monoclonal antibody F598 can reduce the morbidity/mortality related to microbial infections in ICU patients would constitute a major health advancement. It would establish administration of F598 as part of the standard of care in that setting.

In the view of Alopexx's management, the immune-mediated anti-infective therapeutics being developed by Alopexx are unique. No other immune therapeutics offer such broad-spectrum potential. The initial target indications being pursued will permit development of anti-PNAG therapeutics in a focused fashion and, if successful, can establish Alopexx's therapeutic platform to prevent and treat a wide range of disorders.

Results of operations for the years ended December 31, 2021 and 2020

	For the Years Ended	
	December 31, 2021	December 31, 2020
OPERATING EXPENSES:		
Research and development	\$ 188,617	\$ 1,352,342
General and administrative	714,792	314,006
TOTAL OPERATING EXPENSES	903,409	1,666,348
LOSS FROM OPERATIONS	(903,409)	(1,666,348)
Interest expense, net	(53,545)	(34,387)
NET LOSS BEFORE INCOME TAX	(956,954)	(1,700,735)
Income tax expense	—	—
NET LOSS	\$ (956,954)	\$ (1,700,735)
Loss per common share – basic and diluted	(0.21)	(0.26)
Weighted Average common shares outstanding – basic and diluted	4,468,106	6,427,908

Research and Development

This category includes costs incurred mainly for development activities and clinical trials. Research and development expenses decreased approximately \$1.16 million from 2020. Costs in the year ended December 31, 2021 and December 31, 2020 were largely related to the development and clinical trials of the vaccine AV0328 and the monoclonal therapeutic F598. Starting in 2020 but continuing through the fiscal year 2021, we went through a reorganization to encourage future financing that resulted in us downsizing our operations to reduce costs and preserve cash. Expenses during 2020 largely related to the development and clinical trials of the vaccine AV0328 and the monoclonal therapeutic F598, while expenses during 2021 largely related to costs associated with maintaining an active license with the licensor.

General and Administrative Expense

General and administrative expense ("G&A") included only general and administrative expenses in both 2021 and 2020 as the company currently has no sales or selling expenses. General and Administrative expenses were approximately \$350 thousand higher in 2021 relative to 2020 due to a \$350 thousand increase in legal and accounting fees from costs incurred preparing for the public offering.

Interest (expense) Income, net

Interest expense, net is primarily interest expense related to the notes payable and convertible notes payable used to fund the Company's operations in 2020 and 2021. Interest expense increased from approximately \$37 thousand in 2020 to approximately \$54 thousand during the year ended December 31, 2021. The increase in interest expenses was due to higher average outstanding debt in 2021 compared to 2020.

Net Loss

Net Loss for year ended December 31, 2021 was approximately \$957 thousand, a decrease of approximately \$744 thousand from the approximately \$1.7 million incurred during the year ended December 31, 2020. The decrease in the loss was largely due to a reduction of available funds for operations, as our major shareholder and financier decided to exit from its investment in us. The decrease in net loss from 2020 to 2021 is directly correlated to the decrease in research and development (see above). As we are going through our reorganization, we had limited its expenses on research and development in order to preserve cash flow.

Liquidity and Capital Resources

Overview

Our liquidity requirements are primarily to fund our business operations, including capital expenditures and working capital requirements. Our primary sources of liquidity are additional capital investment and debt.

The source, timing and availability of any future financing will depend principally upon market conditions, and, more specifically, on the progress of our clinical development program. Funding may not be available when needed, at all, or on terms acceptable to us. Lack of necessary funds may require us to, among other things, delay, scale back or eliminate expenses including some or all of our planned development, including our clinical trials. These factors, among others, raise substantial doubt about our ability to continue as a going concern.

Cash Flow Analysis

The Company had cash of approximately \$40 thousand at December 31, 2021 compared to approximately \$20 thousand as of December 31, 2020.

Cash Flows From Operating Activities

Cash used in operating activities during the year ended December 31, 2021 was \$281 thousand. Cash used in operations consisted of the net loss of approximately \$957 thousand for the year ended 2021, and an increase of accounts payable and accrued expenses of approximately \$687 thousand, which is a direct result of increase legal and consulting fees incurred as a result of our registration statement and related compliance expense. Additionally, during 2021 we experienced a decrease of \$43 thousand in other current assets, accrued interest-related party of \$54 thousand, and an increase in deferred offering costs of approximately \$107 thousand.

Cash used in operating activities during the year ended December 31, 2020 was \$2.075 million. This consisted of a net loss of \$1.701 million, a decrease in accounts payable and accrued expenses of \$368 thousand, an increase in other current assets of \$43 thousand, net with an increase in accrued interest-related party of \$37 thousand.

Cash Flows From Financing Activities

Cash provided by financing activities during the year ended December 31, 2021 was \$301 thousand. This consisted of proceeds from capital contribution from a related party of \$99 thousand, proceeds from issuance of common stock of \$12 thousand, net with payments for the repurchase and retirement of common shares of \$10 thousand, as well \$200,000 in proceeds from the issuance of convertible notes payable – related party.

Cash provided by financing activities during the year ended December 31, 2020 was \$800 thousand. This consisted of proceeds from convertible notes payable – related party of \$600 thousand and proceeds from notes payable – related party of \$200 thousand.

Certain Significant Relationships

Brigham and Women's Hospital

The initial discovery and development of our PNAG therapeutic platform came out of Dr. Gerald Pier's laboratory at Brigham and Women's Hospital and Harvard Medical School. Dr. Pier is a co-founder of Alopexx. Alopexx has a licensing agreement with Brigham and Women's Hospital (BWH). Under this license, we received an exclusive, worldwide, royalty bearing license relating to development, utilization and commercialization of all therapeutics and diagnostics targeting PNAG. In consideration for the licenses granted under the agreement, we must pay BWH annual license fees prior to the first commercial sale of a licensed product that range in the mid-five-digit to low six-digit figures, and a low single digit royalty on net sales of licensed products beginning with the first commercial sale of a licensed product in any country during the term of the agreement. In the event we commercialize a product in the therapeutic space, we are also required to make certain drug-approval regulatory and commercialization milestone payments to BWH of up to a low seven-digit figure in the aggregate for licensed products. In the event we sublicense any of the licensed intellectual property, we must pay BWH a percentage of any sublicense income received by us, which on a going-forward basis will be in the low double digits. The aggregate milestone payments under the 2 patent license agreements are up to \$2,125,000 and \$1,850,000 for vaccine AV0328 and antibody F598 respectively for a total of \$3,975,000.

Components of Results of Operations

Operating Expenses

Research and Development

Research and development expenses represent costs incurred in performing research, development and manufacturing activities in support of our own product development efforts and include personnel-related costs (such as salaries, employee benefits and stock-based compensation) for our personnel in research and development functions; costs related to acquiring, developing and manufacturing supplies for preclinical studies, clinical trials and other studies, including fees paid to contract manufacturing organizations; costs and expenses related to agreements with contract research organizations, investigative sites and consultants to conduct non-clinical and preclinical studies and clinical trials; professional and consulting services costs; research and development consumables costs; laboratory supplies and equipment costs; and facility and other allocated costs.

Research and development expenses are expensed as incurred. Non-refundable advance payments for services that will be used or rendered for future research and development activities are recorded as prepaid expenses and recognized as expenses as the related services are performed.

We expect our research and development expenses to increase substantially in absolute dollars for the foreseeable future as we advance our candidates through clinical trials and pursue regulatory approval.

The process of conducting the necessary preclinical and clinical research to obtain regulatory approval is costly and time-consuming. The actual probability of success may be affected by a variety of factors, including the safety and efficacy of our therapeutic candidates, early clinical data, investment in our clinical programs, competition, manufacturing capability and commercial viability. We may never succeed in achieving regulatory approval for any of our therapeutic candidates. As a result of the uncertainties discussed above, we are unable to determine the duration and completion costs of our research and development projects or if, when and to what extent we will generate revenue from the commercialization and sale of our immune therapeutics.

Our clinical development costs may vary significantly based on factors such as:

- the costs and timing of our CMC activities, including fulfilling GMP-related standards and compliance;
- the cost of clinical trials being greater than we anticipate;
- changes in the standard of care on which a clinical development plan was based, which may require new or additional trials;
- the number of sites included in the trials;
- the countries in which the trials are conducted;
- delays in adding a sufficient number of trial sites and recruiting suitable patients to participate in our clinical trials;
- the number of patients that participate in the trials;
- the number of doses that patients receive;
- patients dropping out of a study;
- potential additional safety monitoring requested by regulatory agencies;
- the duration of patient participation in the trials and follow-up;
- the cost and timing of manufacturing our vaccine and antibody;
- the phase of development of our vaccine and antibody; and
- the efficacy and safety profile of our vaccine and antibody.

Future Funding Requirements

Our primary uses of cash are to fund our operations, which consist primarily of research and development expenditures related to our programs and, to a lesser extent, general and administrative expenditures. We anticipate that we will continue to incur significant expenses for the foreseeable future as we continue to advance our therapeutic candidates, expand our corporate infrastructure, including the costs associated with being a public company, further our research and development initiatives for our vaccine, scale our laboratory and manufacturing operations, and incur marketing costs associated with potential commercialization. We are subject to all of the risks typically related to the development of new drug candidates, and we may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. We anticipate that we will need substantial additional funding in connection with our continuing operations.

We believe that our existing cash and cash equivalents as of the date of this prospectus, together with the net proceeds from this offering, will fund our current operating plans through at least the next 36 months from the date of this offering. However, we will need to raise additional capital prior to commencing pivotal trials for our vaccine and antibody. Until we can generate a sufficient amount of revenue from the commercialization of our vaccine and antibody or from collaboration agreements with third parties, if ever, we expect to finance our future cash needs through public or private equity or debt financings, third-party (including government) funding and marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or any combination of these approaches. The sale of equity or convertible debt securities may result in dilution to our stockholders, and, in the case of preferred equity securities or convertible debt, those securities could provide for rights, preferences or privileges senior to those of our common stock. Debt financings may subject us to covenant limitations or restrictions on our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. Our ability to raise additional funds may be adversely impacted by deteriorating global economic conditions and the recent disruptions to and volatility in the credit and financial markets in the United States and worldwide resulting from the ongoing COVID-19 pandemic. There can be no assurance that we will be successful in acquiring additional funding at levels sufficient to fund our operations or on terms favorable or acceptable to us. If we are unable to obtain adequate financing when needed or on terms favorable or acceptable to us, we may be forced to delay, reduce the scope of or eliminate one or more of our research and development programs.

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

- the timing, scope, progress, results and costs of research and development, testing, screening, manufacturing, preclinical and non-clinical
- studies and clinical trials, including any impacts related to the COVID-19 pandemic;
- the outcome, timing and cost of seeking and obtaining regulatory approvals from the FDA and comparable foreign regulatory authorities, including the potential for such authorities to require that we perform field efficacy studies for our vaccine, require more studies than those that we currently expect or change their requirements regarding the data required to support a marketing application;
- the cost of building a sales force in anticipation of any product commercialization;
- the costs of future commercialization activities, including product manufacturing, marketing, sales, royalties and distribution, for any of our vaccine for which we receive marketing approval;
- our ability to maintain existing, and establish new, strategic collaborations, licensing or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty or other payments due under any such agreement;
- any product liability or other lawsuits related to our products;
- the expenses needed to attract, hire and retain skilled personnel;
- the revenue, if any, received from commercial sales, or sales to foreign governments, of our vaccine for which we may receive marketing approval; and

- the costs to establish, maintain, expand, enforce and defend the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make, or that we may receive, in connection with licensing, preparing, filing, prosecuting, defending and enforcing our patents or other intellectual property rights.

A change in the outcome of any of these or other variables could significantly change the costs and timing associated with the development of our therapeutics. Furthermore, our operating plans may change in the future, and we may need additional funds to meet operational needs and capital requirements associated with such change.

Legal Contingencies

From time to time, we may become involved in legal proceedings arising from the ordinary course of business. We record a liability for such matters when it is probable that future losses will be incurred and that such losses can be reasonably estimated. Significant judgment by us is required to determine both probability and the estimated amount.

Off-Balance Sheet Arrangements

During the periods presented we did not have, nor do we currently have, any off-balance sheet arrangements as defined in the rules and regulations of the SEC.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, and expenses and the disclosure of contingent assets and liabilities in our financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to accrued expenses and stock-based compensation. We base our estimates on historical experience, known trends and events and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our financial statements included elsewhere in this prospectus, we believe the following accounting policies and estimates to be most critical to the judgments and estimates used in the preparation of our financial statements.

Accrued Research and Development Expenses

We have entered into various agreements with contract manufacturing organizations, or CMOs, and may enter into contracts with clinical research organizations, or CROs, in the future. As part of the process of preparing our financial statements, we are required to estimate our accrued research and development expenses as of each balance sheet date. This process involves reviewing open contracts and purchase orders, communicating with our personnel and third parties to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. We make estimates of our accrued research and development expenses as of each balance sheet date based on facts and circumstances known to us at that time. We periodically confirm the accuracy of our estimates with the service providers and make adjustments, if necessary. The significant estimates in our accrued research and development expenses include the costs incurred for services performed by our vendors in connection with research and development activities for which we have not yet been invoiced.

We accrue for costs related to research and development activities based on our estimates of the services received and efforts expended pursuant to quotes and contracts with vendors, including CMOs, that conduct research and development on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the research and development expense. Advance payments for goods and services that will be used in future research and development activities are expensed when the activity has been performed or when the goods have been services that will be used in future research and development activities are expensed when the activity has been performed or when the goods have been received. We make significant judgments and estimates in determining accrued research and development liabilities as of each reporting period based on the estimated time period over which services will be performed and the level of effort to be expended. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid expense accordingly.

Although we do not expect our estimates to be materially different from amounts actually incurred, if our estimates of the status and timing of services performed differ from the actual status and timing of services performed, it could result in us reporting amounts that are too high or too low in any particular period. To date, there have been no material differences between our estimates of such expenses and the amounts actually incurred.

Stock-Based Compensation Expense

Stock-based compensation expense represents the cost of the grant date fair value of equity awards recognized over the requisite service period of the awards (usually the vesting period) on a straight-line basis. We estimate the fair value of equity awards using the Black-Scholes option pricing model and recognize forfeitures as they occur. Estimating the fair value of equity awards as of the grant date using valuation models, such as the Black-Scholes option pricing model, is affected by assumptions regarding a number of variables, including:

- *Fair Value of Common Stock*—See the subsection entitled “—Common Stock Valuations” for more information.
- *Expected Term*—Expected term represents the period that our stock-based awards are expected to be outstanding. For employee options, the expected term is calculated using the simplified method where there is insufficient historical data about exercise patterns and post-vesting employment termination behavior. The simplified method is based on the vesting period and the contractual term for each grant, or for each vesting-tranche for awards with graded vesting. The mid-point between the vesting date and the maximum contractual expiration date is used as the expected term under this method. For awards with multiple vesting-tranches, the time from grant until the mid-points for each of the tranches may be averaged to provide an overall expected term. The expected term for options issued to nonemployees is the remaining contractual term.
- *Expected Volatility*—Expected volatility is estimated from the average historical volatilities of publicly traded companies within the life sciences industry that are considered to be comparable to our business over a period approximately equal to the expected term for employees’ options and the remaining contractual life for non-employees’ options. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own stock price becomes available.

- **Expected Dividend**—We have not paid and do not anticipate paying any dividends in the near future. Accordingly, we have estimated the dividend yield to be zero.
- **Risk-Free Interest Rate**—The risk-free interest rate is based on the U.S. Treasury yield in effect at the time of grant for zero-coupon notes with remaining terms corresponding with the expected term of the option.

Changes in the assumptions can materially affect the fair value and ultimately how much stock-based compensation expense is recognized. These inputs are subjective and generally require significant analysis and judgment to develop.

Common Stock Valuations

We are required to estimate the fair value of the common stock underlying our equity awards when performing fair value calculations. The fair value of the common stock underlying our equity awards will be approved on each grant date by our board of directors. The fair value of our common stock will be determined by management, considering input from independent third-party valuation analyses. All options to purchase shares of our common stock are intended to be granted with an exercise price per share no less than the fair value per share of our common stock underlying those options on the date of grant, based on the information known to us on the date of grant. In the absence of a public trading market for our common stock, on each grant date we develop an estimate of the fair value of our common stock in order to determine an exercise price for the option grants. Our determinations of the fair value of our common stock were made using methodologies, approaches and assumptions consistent with the American Institute of Certified Public Accountants Accounting and Valuation Guide: Valuation of Privately Held Company Equity Securities Issued as Compensation, or the Practice Aid. Because our common stock shares are not publicly traded, estimating their fair values can be highly complex and subjective.

Management will consider various objective and subjective factors to determine the fair value of our common stock, including:

- valuations of our common stock performed with the assistance of independent third-party valuation specialists;
- our stage of development and business strategy, including the status of research and development efforts of our vaccine, and the material risks related to our business and industry;
- our results of operations and financial position, including our levels of available capital resources;
- the valuation of publicly traded companies in the life sciences and biotechnology sectors, as well as recently completed mergers and acquisitions of peer companies;
- the lack of marketability of our common stock;

- the likelihood of achieving a liquidity event for the holders of our common stock, such as an initial public offering or a sale of our company, given prevailing market conditions;
- trends and developments in our industry; and
- external market conditions affecting the life sciences and biotechnology industry sectors.

The Practice Aid prescribes several valuation approaches for setting the value of an enterprise, such as the cost, income and market approaches, and various methodologies for allocating the value of an enterprise to its common stock. The cost approach establishes the value of an enterprise based on the cost of reproducing or replacing the property less depreciation and functional or economic obsolescence, if present. The income approach establishes the value of an enterprise based on the present value of future cash flows that are reasonably reflective of our future operations, discounting to the present value with an appropriate risk adjusted discount rate or capitalization rate. The market approach is based on the assumption that the value of an asset is equal to the value of a substitute asset with the same characteristics.

Following the completion of this offering, the fair value of our common stock will be based on the closing quoted market price of our common stock as reported on the date of grant on the primary stock exchange on which our common stock is traded. Estimating the fair value of our common stock will not be necessary to determine the fair values of new awards once the underlying shares begin trading.

Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our cash and cash equivalents as of December 31, 2021 of approximately \$40 thousand consisted of readily available checking and money market funds. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. However, because of the nature of the instruments in our portfolio, a sudden change in market interest rates would not be expected to have a material impact on our financial condition or results of operations. We believe that our exposure to interest rate risks is not significant and that a hypothetical 10% movement in market interest rates would not have a significant impact on the total value of our portfolio or our interest income. In addition, we do not believe that our cash and cash equivalents have significant risk of default or illiquidity.

Foreign Currency Risk

We may be exposed to market risk related to changes in foreign currency exchange rates, mainly relating to our contract with Lonza, our CMO in the UK. We have also entered into a limited number of contracts with other parties with payments denominated in foreign currencies. Payments under these contracts are made in foreign currencies and are subject to fluctuations in foreign currency rates. We do not currently have a formal program in place to hedge foreign currency risks. To date, foreign currency transaction gains and losses have not been material to our financial statements. A 10% increase or decrease in current exchange rates would not have a material effect on our financial results. As our foreign currency risk increases in the future, we will evaluate alternative strategies, including hedging, to mitigate our foreign currency exposure.

Effects of Inflation

Inflation generally affects us by increasing our cost of labor and research and development contract costs. We do not believe inflation had a material effect on our results of operations during the periods presented.

Emerging Growth Company Status

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act, or the JOBS Act. Under the JOBS Act, emerging growth companies can delay the adoption of new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. Other exemptions and reduced reporting requirements under the JOBS Act for emerging growth companies include presentation of only two years of audited financial statements in a registration statement for an initial public offering, an exemption from the requirement to provide an auditor's report on internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, as

amended, an exemption from any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation and less extensive disclosure about our executive compensation arrangements. We have elected to use the extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that (i) we are no longer an emerging growth company or (ii) we affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. However as described in Note 3 to our financial statements included elsewhere in this prospectus, we early adopted certain accounting standards, as the JOBS Act does not preclude an emerging growth company from adopting a new or revised accounting standard earlier than the time that such standard applies to private companies to the extent early adoption is permitted. As a result, our financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

We will remain an emerging growth company until the earliest of (i) the last day of our first fiscal year in which we have total annual gross revenues of \$1.07 billion or more, (ii) the last day of our fiscal year following the fifth anniversary of the completion of this offering, (iii) the date on which we are deemed to be a "large accelerated filer," under the rules of the SEC, which means the market value of equity securities that is held by non-affiliates exceeds \$700.0 million as of the prior June 30th and (iv) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period.

Recently Adopted Accounting Pronouncements

See Note 2 to our financial statements included elsewhere in this prospectus for more information.

Internal Control Over Financial Reporting

The process of improving our internal controls has required and will continue to require us to expend significant resources to design, implement and maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company. There can be no assurance that any actions we take will be completely successful. We will continue to evaluate the effectiveness of our disclosure controls and procedures and internal control over financial reporting on an ongoing basis.

We have not begun testing or documenting our internal control procedures in order to comply with the requirements of Section 404 of SOX. Section 404(a) requires annual management assessments of the effectiveness of our internal control over financial reporting and Section 404(b) requires a report by our independent auditors addressing these assessments. We must comply with Section 404(a) immediately and we must comply with Section 404(b) no later than the time we file our annual report for fiscal 2026 with the SEC, assuming we complete this offering in the current period. As part of this process, we may identify specific internal controls as being deficient. We anticipate retaining additional personnel to assist us in complying with our Section 404 obligations. We are currently evaluating whether such personnel will be retained as consultants or as our employees.

However, based on this evaluation, our principal executive officer and principal financial and accounting officer have concluded that during the period covered by this report, our disclosure controls and procedures were not effective due to a material weakness over timely review of financial reporting. To address material weakness, management has devoted, and plans to continue to devote, significant effort and resources to the remediation and improvement of its internal control over financial reporting and to provide processes and controls over the internal communications within the Company, financial advisors and independent registered public accounting firm.

Overview

We are a clinical stage biotechnology company focusing on developing novel, broad-spectrum immune-mediated therapeutics for the prevention, treatment and mitigation of a wide range of bacterial, fungal and parasitic microbial infections. The target of our therapeutics, Poly *N*-acetyl glucosamine or PNAG, is a conserved molecule expressed on the surface of a wide range of non-viral microbes. The target of Alopexx's therapeutics was identified by Dr. Gerald Pier and his team at Harvard Medical School and Brigham and Women's Hospital. He is a co-founder and Chief Scientific Officer of our company.

Conventional immune-mediated therapeutics for infectious diseases are highly specific. Current approaches target a component or antigen that is unique to a subset of the microbial species causing an infection. The pneumococcal vaccine Prevnar 13 provides protection against only 13 of the 100+ known subsets or serotypes of the microbe that causes that infection. To broaden that coverage, the conventional approach has been to include additional serotype-specific components into newer vaccines, e.g., Prevnar-20.1. That approach is limited in that a multi-component serotype-specific vaccine cannot hope to contain the over 100 serotype-specific antigens to provide full protection. In addition, while current vaccines have reduced the incidence of the specific strains, infections caused by non-vaccine serotypes have increased, reducing the net effectiveness of the vaccine. This is a phenomenon known as serotype replacement.

There are other limitations associated with developing and utilizing a multi-component serotype-specific vaccine. Incorporation of additional serotypes into a single vaccine formulation has been noted to lower immune (or opsonic) titers elicited by Prevnar 20 compared to Prevnar 13. This was also observed in infants when the immune titers elicited by Prevnar 13 were compared to Prevnar 7. Adding to the challenge of developing new serotype-specific vaccines has been the recognition that serotype replacement is not occurring uniformly. A recent report noted that the efficacy of current serotype-specific vaccines has resulted in the rise of a diverse and less uniform number and distribution of serotypes that may not be as effectively addressed by newer serotype-specific vaccines. Taken as whole it points to the limitations and complexity of providing broad spectrum coverage by adding more serotype-specific components.

An alternative approach would be utilization of a single antigen that is common to most if not all pneumococcal and potentially many other microbial infections – a non-serotype specific vaccine. PNAG offers that promise. It is a surface polysaccharide produced by major bacterial and fungal species, and protozoan parasites. Over 75 microbes have been found to express PNAG, including anti-microbial resistant organisms. This suggests that PNAG could serve as a therapeutic target against many different microbes.

Alopexx has developed two immune therapeutics directed at PNAG – a monoclonal antibody and a vaccine. Preclinical studies of these immune therapeutics have been performed and efficacy has been demonstrated in studies of 14 pathogens utilizing 20 animal models of infection. While the ultimate decision on the safety and efficacy of our therapeutics will be determined by the FDA and other health authorities, it is our management’s assessment that the broad-spectrum potential of our therapeutics will allow them to be used for the prevention, treatment, and mitigation of a wide range of infections. Both therapeutics are now in human clinical trials in which, in our management’s assessment, their safety and potential efficacy have been demonstrated. Our therapeutics are:

- **Vaccine AV0328** - a synthetic PNAG vaccine. A phase 1, first-in-man trial has been completed and the vaccine was found to be well tolerated, and no serious adverse events were observed. It induced antibodies that were capable of killing a wide range of PNAG-expressing pathogens. In vitro efficacy in killing was noted against every pathogen tested which included over 10 different microbial species. Based on those results, Alopexx proposed to the FDA that AV0328 be developed as a complement to currently approved *Streptococcus pneumoniae* vaccines (Pneumovax and Prevnar). Those vaccines, including the recently approved versions, cover at best 23 of the 100 known *Streptococcus pneumoniae* serotypes. AV0328 could provide protection against many of the remaining 80+ serotypes. Feedback from the FDA supported pursuing accelerated approval of AV0328 based on safety in vaccinated humans and utilization of a validated surrogate assay – opsonic killing mediated by the antibodies induced by the vaccine. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections, which management believes improves the likelihood of success.
- **Monoclonal antibody F598** - Phase 1 and pilot phase 2 trials of F598 have been completed. The antibody was found to be well tolerated, and no serious adverse events were observed. A single infusion was noted to provide sustained serum levels for 2-3 months. Unlike vaccines which may take several weeks or longer to induce protective immunity, administration of a monoclonal antibody provides immediate protection. Therefore, the antibody will be utilized in settings where an individual is at an immediate or near-term risk of developing an infection. Hospital-associated infections are one of the major settings where this occurs. Monoclonal antibody F598 will not replace antibiotics but will instead complement and augment their efficacy and by doing so reduce the development of antibiotic resistant organisms. Use of monoclonal antibody F598 in that setting offers the potential for it to become the first broad-spectrum therapeutic antibody. We will study this in a setting where the prevalence of acquired infections is very high – intensive care units. Demonstrating that monoclonal antibody F598 can reduce the morbidity/mortality related to microbial infections in ICU patients would constitute a major health advancement. We believe it would establish administration of F598 as part of the standard of care in that setting

The Problem

Infections caused by bacteria, fungi and parasites continue to be a major cause of death and disability worldwide. The Global Burden of Diseases, Injuries, and Risk Factors Study (GBD) found that pneumonia or bronchiolitis are leading causes of mortality and morbidity worldwide. Nearly 2.38 million deaths resulted from lower respiratory infections in 2016, making these infections the sixth leading cause of mortality for all ages and the leading cause of death among children younger than 5 years. *Streptococcus pneumoniae*, an initial focus of the Company, is the leading cause of pneumonia mortality globally. The World Health Organization (WHO) estimates that *Streptococcus pneumoniae* kills close to half a million children under 5 years old worldwide every year with most of these deaths occurring in developing countries.

The discovery of antibiotics had a major impact on human and animal health. Following their introduction in the 1940’s the world witnessed a decrease in many bacterial infections -- so much so that a belief commonly held by many senior scientists, was that antibiotics could effectively control every important infectious disease. Others were less optimistic, including the discoverer of penicillin, Alexander Fleming, who in 1945 predicted the development of resistant organisms. Unfortunately, Fleming’s fears have been borne out and less than a century since their introduction the benefits of antibiotics are facing a crisis. The overuse of antibiotics in healthcare and agriculture, as well as inappropriate waste management and environmental transmission, have led to substantially increased antimicrobial resistance. It is estimated that resistance to a specific antibiotic takes an average of 1 year to emerge after it becomes commercially available.

In the United States in 2015 it was estimated that more than 2 million people suffered from anti-microbial resistant (AMR) infections and about 23,000 died as a direct result of these infections. In the European Union, taking data from 2007, it has been estimated that AMR infections cause about 25,000 deaths annually and generate an overall cost of about €1500 million per year. The global death toll from AMR infections, estimated to be at least 700,000 annually, is expected to reach into the millions by 2050. In 2022, the first detailed analysis estimating the worldwide burden of AMR in 204 countries and territories was reported in The Lancet. That analysis found a far higher incidence of AMR-related deaths than had been previously reported. The analysis found an estimated 4.95 million deaths associated with bacterial AMR in 2019, including 1.27 million deaths attributable to bacterial AMR. Compared with all underlying causes of death, they found that AMR was the third leading cause of death after ischemic heart disease and stroke.

The Solution

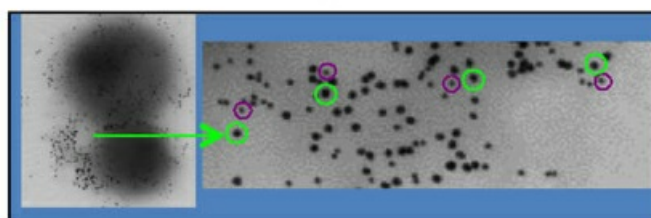
Given the rise in AMR infections there is an urgent need to develop anti-microbial therapeutics that will not lead to selection for resistance. We have developed two immune therapeutics capable of preventing and treating microbial infections without the use of antibiotics, including AMR organisms. Alopexx has developed a vaccine and monoclonal antibody capable of targeting a wide range of microbial infections. Unlike antibiotics, immune therapeutics are not associated with the development of resistance as they make use of the host's innate immune system to clear the microbes, without putting pressure on the pathogen to survive in a hostile environment. Antibodies remain within the host and are therefore not like antibiotics excreted into the environment at low levels that promote the development of antimicrobial resistance.

PNAG - a unique broad spectrum anti-microbial target

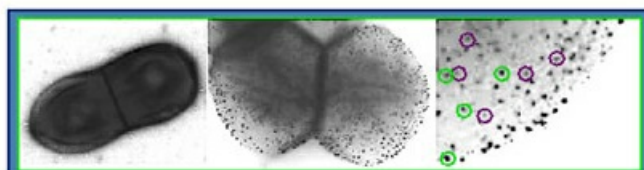
The products comprising Alopexx's therapeutics were developed by Dr. Gerald Pier and his team at Harvard Medical School and Brigham and Women's Hospital. PNAG has been identified by a large number of independent investigators as a conserved surface polysaccharide produced by major bacterial and fungal species, and protozoan parasites. For bacterial pathogens, surface capsules, often composed of highly varied carbohydrate polymers, have been used successfully to vaccinate humans against *Streptococcus pneumoniae*, *Hemophilus influenzae* type b, *Neisseria meningitidis* and *Salmonella enterica* serovar Typhi. However, efficacy is limited to the capsule types included in vaccines or targeted by monoclonal antibodies. Over the past several years the occurrence of the β -1 $\rightarrow$ 6-linked PNAG polysaccharide has been discovered to be a component of the bacterial surfaces of many bacterial, fungal and other eukaryotic pathogens. The synthesis of PNAG by all of these pathogens suggests an important role for this molecule in microbial biology.

PNAG co-localizes on the microbial surface with other capsular antigens that have been shown to be effective vaccine targets. As shown in the photomicrographs below, PNAG is spatially located in the same area as *N. meningitidis* capsular antigens serogroup A and *S. pneumoniae* serogroup 19A.

Co-localization with Capsular Antigens



N. Meningitidis serogroup A
Anti-PNAG + Anti- Serogroup A



S. pneumoniae serogroup 19A
Anti-PNAG + Anti- Serogroup 19A



N. meningitidis serogroup A and *S. pneumoniae* serotype 19 cells were reacted with either mouse IgG antibody specific to the respective capsule or human monoclonal antibody to PNAG and then further reacted with anti-mouse IgG conjugated to 10 nm gold particles or anti-human IgG conjugated to 15 nm gold particles. Electron microscopy was used to detect the antibody-labeled antigens.

PNAG has been shown in many cases to be a critical factor for pathogen survival and virulence. This suggests that it could serve as a therapeutic target against many different microbes. As summarized in the table below, positive detection of expression of PNAG has been obtained with over 75 distinct species of microbes, encompassing Gram-positive and Gram-negative bacteria, spirochetes such as those causing Lyme disease, fungi, protozoan parasites such as those causing trichomonas, malaria, leishmaniasis and toxoplasmosis and filarial worms that cause heartworm in dogs and filariasis in humans.

Among strains within species tested for PNAG expression, we detected the antigen among 100% of 50 strains of *Staphylococcus aureus*, 100% of 12 strains of *Neisseria* spp. including representatives of all capsular serotypes of *N. meningitidis*, 100% of 36 strains of *Streptococcus pneumoniae*, and 100% of 38 strains of different species of antibiotic-resistant Gram-negative bacteria. Only among a minority of isolates of *E. coli* have we found some strains not expressing PNAG (5 of 30 negative) and expression of PNAG by clinical isolates of *Staphylococcus epidermidis*, a cause of device-related infection, has been reported by multiple groups to range from 30%-60%. Among common causes of infection that we have tested, only *Pseudomonas aeruginosa* and *Proteus mirabilis* did not express PNAG. Overall, close to 250 distinct microbial strains have been analyzed for PNAG expression with >90% positive for antigen production.

● <i>Staphylococcus aureus</i> including MRSA ● <i>Staphylococcus epidermidis</i> and other coagulase-negative staphylococci ● <i>Escherichia coli</i> including 0157 and other <i>Shiga-toxin</i> producers ● <i>Ammonifex degensii</i> ● <i>Bordetella pertussis</i> ● <i>Bordetella parapertussis</i> ● <i>Bordetella bronchiseptica</i> ● <i>Burkholderia cenocepacia</i> ● <i>Enterobacter spp.</i> ● <i>Enterococcus faecalis</i> ● <i>Klebsiella spp.</i> ● <i>Shigella spp.</i> ● <i>Staphylococcus pseudintermedius</i> ● <i>Stenotrophomonas maltophilia</i> ● <i>Babesia bovis</i> ● <i>Bacteroides fragilis</i> ● <i>Borrelia burgdorferi</i> ● <i>Brucella abortus</i> ● <i>Brucella melitensis</i> ● <i>Brugia malayi</i> ● <i>Burkholderia mallei</i> ● <i>Burkholderia pseudomallei</i> ● <i>Clostridium difficile</i> ● <i>Campylobacter jejuni</i> ● <i>Chlamydia trachomatis</i>	● <i>Coxiella burnetii</i> ● <i>Cutibacterium (Propionibacterium) acnes</i> ● <i>Dirofilaria immitis</i> ● <i>Ehrlichia canis</i> ● <i>Ehrlichia chaffeensis</i> ● <i>Francisella tularensis</i> ● Fungal pathogens ● <i>Candida albicans</i> ● <i>Cryptococcus neoformans</i> ● <i>Cryptococcus gattii</i> ● <i>Aspergillus fumigatus</i> ● <i>Aspergillus flavus</i> ● <i>Fusarium solani</i> ● <i>Yersinia pestis</i> ● <i>Aggregatibacter actinomycetemcomitans</i> ● <i>Actinobacillus pleuropneumoniae</i> ● <i>Acinetobacter baumannii</i> ● <i>Vibrio parahemolyticus</i> ● <i>Bacillus subtilis</i> ● <i>Streptomyces coelicolor</i> ● <i>Yersinia enterocolitica</i> ● <i>Yersinia pseudotuberculosis</i> ● <i>Salmonella enterica</i> serovar Typhi ● <i>Salmonella enterica</i> (multiple serovars) ● <i>Streptococcus pyogenes</i> Group A streptococci) ● <i>Streptococcus agalactiae</i> (Group B streptococcus)	● <i>Streptococcus pneumoniae</i> ● <i>Vibrio cholerae</i> ● <i>Fusobacterium nucleatum</i> ● <i>Helicobacter pylori</i> ● <i>Hemophilus ducreyi</i> ● <i>Hemophilus influenzae</i> ● <i>Hemophilus parasuis</i> ● <i>Leptospira interrogans</i> ● <i>Listeria monocytogenes</i> ● <i>Mannheimia haemolytica</i> ● <i>Mycobacterium avium</i> and other NTB ● <i>Mycobacterium tuberculosis</i> ● <i>Neisseria gonorrhoeae</i> ● <i>Neisseria meningitidis</i> ● <i>Plasmodium species</i> ● <i>Rhodococcus equi</i> ● <i>Streptococcus equi</i> ● <i>Streptococcus pyogenes</i> ● <i>Streptococcus suis</i> ● <i>Streptococcus uberis</i> ● <i>Theileria equi</i> ● <i>Toxoplasma cruzi</i> ● <i>Trypanosoma cruzi</i> ● <i>Trichomonas vaginalis</i> ● <i>Tritrichomonas foetus</i>
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PNAG Has a Critical Role in Bacterial Virulence

Beyond its wide distribution, another key component of PNAG as a target antigen is its critical role in bacterial virulence. Studies in Dr. Pier's laboratory have shown that laboratory-created mutant variants of *S. aureus* that cannot produce PNAG have a significantly reduced ability to cause infections in mice. Laboratory studies with other bacterial species have similarly shown that loss of PNAG production decreases a given microbe's virulence. The broad expression of PNAG among such a diverse range of microbes strongly implicates PNAG as critical factor for basic microbial biology and thus the existence of strong selective pressures to maintain PNAG as an essential component of microbial cell survival.

PNAG is not expressed in mammalian tissues

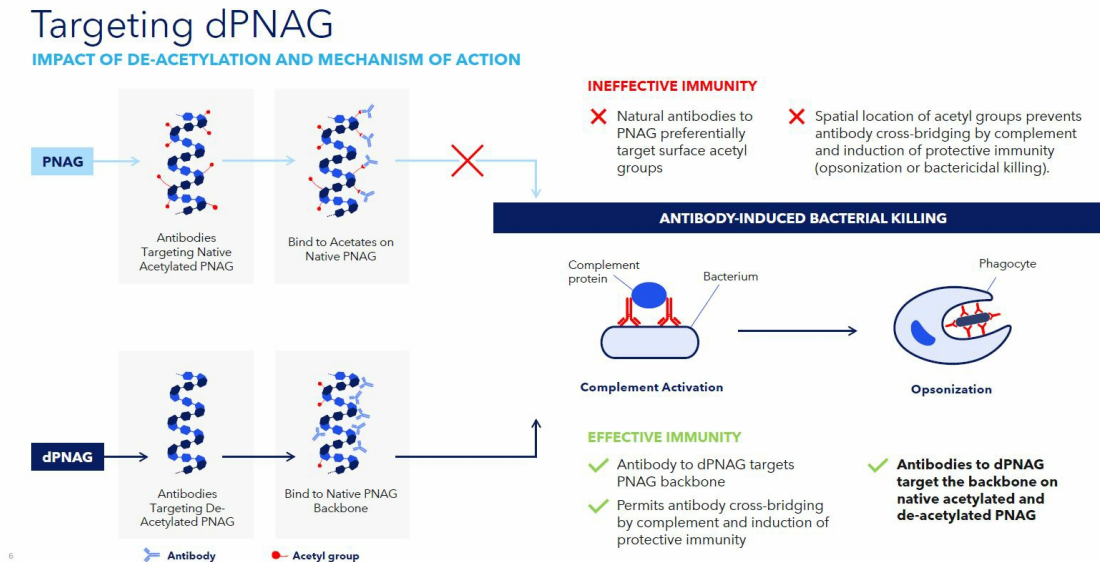
PNAG has not, to date, been described to occur in mammalian species. Therefore, immune targeting of PNAG is not expected to cross react with human tissue or organs. Immunohistochemistry studies of the binding of monoclonal antibody F598 to human and non-human primate tissues, were performed using frozen normal human and cynomolgus monkey tissue specimens to identify any cross-reactivity with normal tissue and therefore evaluate whether any potential off-target binding might occur. In a panel of 32 cynomolgus and 33 human normal tissues from three separate donors, there was no F598-specific reactivity detected, indicating that F598 has little to no potential for off-target binding. This is supported by clinical studies of monoclonal antibody F598 in humans and vaccine AV0328 in multiple animal species and humans where no significant adverse effects were noted.

Natural antibody to PNAG is common but does not provide immune protection

Natural antibody to PNAG is common in humans and many animal species but these antibodies do not routinely have robust opsonic killing or immune protection against PNAG-producing microbes. Those natural antibodies are unable to fully engage the host innate serum complement co-factor system which is needed for optimal protective immunity. Thus, broad-based immunity to this antigen rarely develops naturally in human or animal populations. Microbial colonization or infection does not usually induce effective antibody responses to PNAG. As detailed below, a key advance in the development of Alopexx's immune therapeutics has been the recognition of the role acetylation plays in preventing the induction of protective immunity.

The Role of Acetylation of PNAG in Immune Evasion and Antibody Responses

Alopexx's major proprietary advance was the recognition that this ineffective natural immunity was due to the high degree of acetylation of the native PNAG molecule. As illustrated in the figure below, natural PNAG has many acetyl groups on its surface. Those surface acetyl groups are responsible for inducing a natural but ineffective immune response. The acetyl groups can be removed by chemically altering PNAG. This results in a strong protective immunogen that now targets the backbone of PNAG and avoids participation from the acetyl groups. As illustrated in the lower figure, targeting the backbone of PNAG leads to the induction of antibody-mediated bacterial killing. Alopexx's vaccine and antibody target the backbone on native PNAG and provide an effective immune response.



Investigations have shown that the functional antibodies that target the PNAG backbone are able to bind to the native, acetylated molecule. Antibodies raised to deacetylated PNAG (which we will collectively refer to as dPNAG) and the fully human immunoglobulin G1 monoclonal antibody that binds to both native and poorly acetylated glycoforms of PNAG, mediate complement-dependent opsonic and microbial killing. They have been found to protect against local and/or systemic infections by a wide array of bacterial and fungal agents.

In Vivo Efficacy Studies targeting dPNAG

A summary of the protective immunity targeting PNAG in 20 different animal models is shown in the table below. These data suggest that a dPNAG vaccine or monoclonal antibody could be used to protect against a broad range of pathogens that produce surface PNAG.

In Vivo Efficacy Studies

Pathogen	Infection Model	Animal
<i>S. aureus</i>	- Lethal peritonitis - Bacteremia - Skin infection - Corneal Keratitis - Lethal systemic infection	Mouse
<i>E. coli</i>	- Lethal peritonitis - Oral infection with Shiga-toxin producing strains	
<i>Burkholderia</i>	Lethal peritonitis	
<i>A. baumannii</i>	- Bacteremia - Pneumonia	
<i>N. meningitidis</i> serogroup B	Neonatal infection	
<i>N. gonorrhoeae</i>	Conjunctivitis	
<i>S. pyogenes</i>	Lethal infections	
<i>L. monocytogenes</i>	Lethal infections	
<i>S. pneumoniae</i>	- Pneumonia - Corneal infections	
<i>K. pneumoniae</i>	Pneumonia	
<i>C. albicans</i>	Keratitis	
<i>P. berghei</i>	Malaria	
<i>R. equi</i>	Pneumonia	Horse
<i>S. aureus</i>	- Mastitis - Lethal infection	Sheep
<i>A. pleuropneumoniae</i>	Pneumonia	Pig

Therapeutic Potential and Initial Indications

As summarized in the table below, the broad distribution of PNAG allows for an expansive range of targets and indications to be pursued. These immune therapeutics will be effective whether or not the microbe is resistant to antibiotics. A key aspect of the company's plan is to initially focus on areas we believe have an increased potential for regulatory approval. Success there would justify and support pursuit of several other indications.

As is detailed in the sections that follow, we plan to initially focus on two indications - prevention of infections caused by *S. pneumoniae* for vaccine AV0328 and ICU infections for monoclonal antibody F598. However, the data generated in pre-clinical studies and the completed phase 1 and 2 trials supports pursuit of other indications as well. That is reflected in the developmental pipeline figure where the status of other indications is illustrated. The rationale for those additional indications is briefly mentioned below.

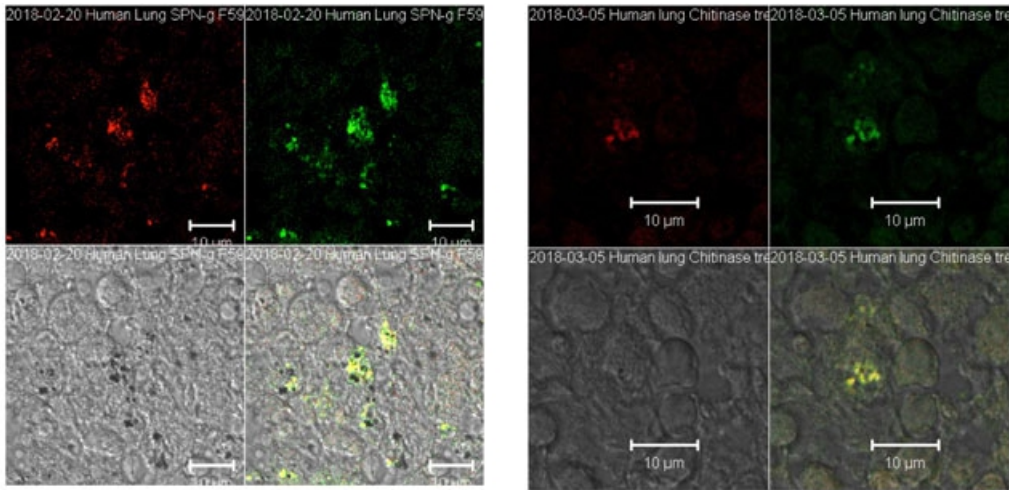
Of note, there is growing evidence to suggest that PNAG-positive microbes may be critical factors in a wide range of diseases not usually associated with infections. Ineffective removal of PNAG-expressing microbes or their fragments can contribute to the development of diabetes, Alzheimer's disease and other chronic debilitating conditions. There are an increasing number of conditions where an infection has been identified as the initial trigger for inflammation and associated tissue destruction. While not the initial focus of the Company, these are areas that have great future potential.

	Setting	Relevant Diseases/Rationale
Infectious Diseases	Expansion of existing vaccines	• Pneumococcal pneumonia • Meningitis
	Antibiotic resistant organisms	World Health Organization identified threat organisms • 12 families of bacteria that pose the greatest threat to human health Antibody could be combined with antibiotics to treat these resistant infections
	Prevention in high-risk populations	Use of the monoclonal antibody could reduce development of infections in multiple high-risk settings • ICU patients • Emergency abdominal surgery • Neonatal infections • Burn patients • Trauma patients
	Sexually Transmitted Diseases	• Gonorrhea • Chlamydia
	Chronic and Difficult to treat Infections	• Chronic Lyme disease • Recurrent urinary tract infections • Eye infections • Prosthetic joint infections
Diseases where alterations in the microbiome or prior infection have been implicated	• Alzheimer's Disease • Graft vs Host Disease • Traumatic brain injury • Diabetes • Cancer	Strong preliminary data has implicated PNAG-positive microbes in the development of a wide range of chronic diseases, associated with inflammation and tissue injury. Many tumors harbor PNAG-positive microbes making microbial antigens potential anti-tumor antigens

PNAG Expression and S. pneumoniae

PNAG expression has been evaluated in 36 *S. pneumoniae* serotypes. One-hundred percent of serotypes evaluated have been found to express PNAG. This includes serotypes contained in PREVNAR13 (PCV13), PREVNAR20 (PCV20) and PNEUMOVAX23 (PPSV23). Consistent with our results with other pathogens, we expect that the majority of remaining pneumococcal serotypes will be positive as well. We have further sought to confirm the relevance of PNAG expression by examining tissues from patients infected with *S. pneumoniae*. As can be seen in the photomicrographs below, confocal microscopy of a lung section from one patient with a positive *S. pneumoniae* lung culture demonstrated PNAG expression during this human infection (shown in green). Staining with an anti-*S. pneumoniae* antibody (shown in red) confirmed that PNAG was located on the bacteria. This demonstrates that PNAG expression occurs in infected human lung tissue and points to its likely relevance as a therapeutic target in pneumococcal pneumonia.

Demonstration of PNAG Expression on S.pneumoniae Infected Human Lung Tissue



Confocal microscopy of human lung sections from two patients with a positive *S. pneumoniae* lung culture to assess PNAG expression *in vivo*. Formalin fixed, paraffin-embedded tissue sections were deparaffinized. Samples were incubated with either 5.2 ug/ml of F598 (antibody to PNAG) conjugated to Alexa Fluor 568 (red) or anti-*S. pneumoniae* conjugated to FITC (green) for 4 hours at room temp in 0.5% BSA/PBS pH 7.4. Samples were washed and mounted for confocal microscopic analysis. A higher magnification is shown in the right photomicrograph demonstrating binding to individual *S. pneumoniae* diplococci.

Upper left	Anti PNAG monoclonal antibody (Red)
Upper right	<i>S. pneumoniae</i> specific antibody (Green)
Lower left	Phase contrast
Lower right	Composite of red & green channels showing co-localization (yellow)

Preclinical Proof of Concept Studies

Several preclinical models, summarized below, have been used to demonstrate proof of concept for protection induced by vaccine AV0328 and monoclonal antibody F598:

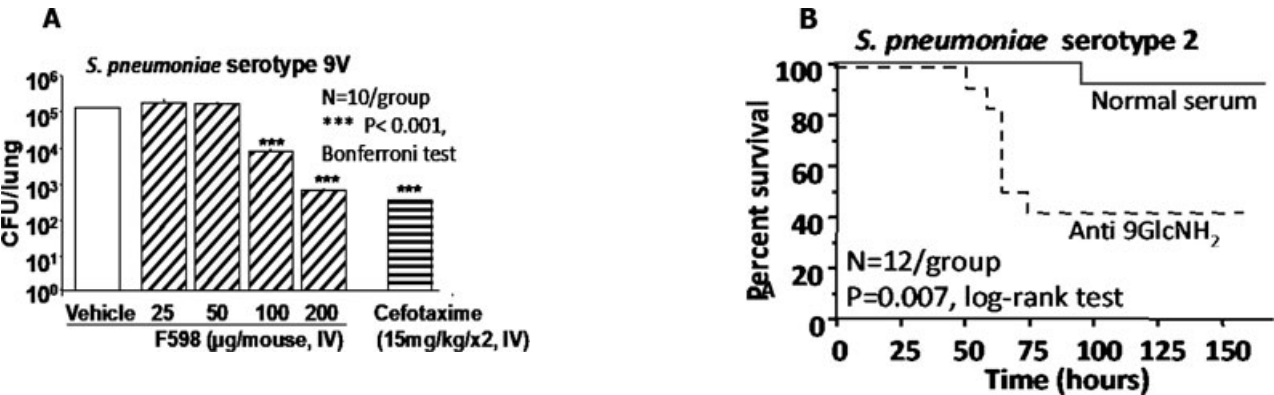
- Rabbits vaccinated with AV0328 and assayed for *in vitro* opsonizing antibodies
- Monoclonal antibodies administered to mice who were subsequently challenged with *S. pneumoniae*
- Pigs vaccinated and challenged with a species-relevant pulmonary pathogen *Actinobacillus pleuropneumoniae*
- Maternal transfer of immunity by horses vaccinated with AV0328 to foals challenged with a species-relevant pulmonary pathogen *Rhodococcus equi*.

The data from these diverse models, including infections leading to serious lung disease, consistently show high-level protection by antibody to PNAG, and are highly supportive of the likely efficacy of vaccine AV0328 in preventing pneumococcal disease in humans.

Protection Against *S. pneumoniae*-Induced Pneumonia

In a *S. pneumoniae* lung infection model, the monoclonal antibody to PNAG, F598, was administered intravenously to mice 4 hours before bacterial challenge and reduced the recovered bacterial levels in a dose-dependent manner. As illustrated below, protection was observed starting from 25 µg/mouse (~0.8 mg/kg) with a maximum effect at 200 µg/mouse (~7 mg/kg). At 200 µg/mouse, the effect of F598 on bacterial load reduction was comparable to curative treatment with 30 mg/kg of a standard antibiotic, cefotaxime, administered following the bacterial infection.

Protection Against *S. pneumoniae*-Induced Lung Infection by Anti-PNAG Monoclonal Antibody F598



A: Colony-forming units of *S. pneumoniae* serotype 9V recovered 24 hours after infection of mice treated with either vehicle (PBS), varying doses of monoclonal antibody F598 to PNAG, or cefotaxime. Overall ANOVA P value<0.001.

B: Survival of CBA/N mice infected intranasally with *S. pneumoniae* serotype 2 following injection of 0.2 ml of either non-immune or PNAG-immune antisera raised in rabbits immunized with the 9GlcNH₂-TT vaccine

Note: The p-values cited here refer to statistical significance for this pre-clinical study, and such values will not be used to justify regulatory approval by the FDA or other regulatory authorities.

***Rhodococcus equi* Infection in Horses**

R. equi is a Gram-positive coccobacillus that is an important cause of pneumonia in foals. The organism is commonly found in dry and dusty soil and is also a causative agent of infection in other domesticated animals. The frequency of foal infection can reach near 60% on some breeding farms. It is an intracellular parasite that mimics human disease caused by *Mycobacterium tuberculosis* (TB). Its close association with TB suggests that it may be a good model for that disease.

Alopexx is collaborating with Dr. Noah Cohen, Professor of Veterinary Medicine in the Department of Large Animal Clinical Sciences at Texas A&M to study the vaccine's efficacy in protecting foals from an intra-bronchial challenge with *R. equi*. As foals are primarily susceptible to infection early in life, pregnant mares were immunized 3 and 6 weeks prior to parturition with AV0328 (the same vaccine used in human trials) plus 10% Specol adjuvant. This resulted in the transfer of maternal antibodies to the foal via the colostrum (horses do not have transplacental transfer of maternal antibody – transfer is via colostrum during the first 48 hours of life).

Two studies were performed during the annual foaling seasons in 2015 and 2016. Combining the results, 11/12 or 92% of immune foals remained healthy and did not develop any signs of pneumonia due to *R. equi* infection, whereas 6 of 7 non-immune foals became infected and developed signs of severe pneumonia requiring treatment with azithromycin (P = 0.0017; Fisher's exact test; Protected fraction=84% (95% C.I. 42% to 97%, Koopman asymptotic score analysis).

An additional study was conducted in 2017 wherein horse foals were transfused on day 1 of life with 2 liters of either a normal horse plasma or anti-PNAG hyperimmune plasma, prepared from adult horse sera via immunization with the 5GlnNH₂-TT vaccine AV0328. Transfusion was followed by an intrabronchial challenge on day 28 with live *R. equi*. 100% protection was seen in 5 foals receiving the PNAG-hyperimmune plasma, whereas all 4 foals receiving normal horse plasma were clinically diagnosed with *R. equi* pneumonia.

In total, 16 of 17 horse foals receiving antibodies to PNAG by either passive colostrum transfer or hyperimmune plasma infusion were protected against *R. equi* pneumonia following challenge, whereas 10 of 11 controls became ill (P<0.0001, Fisher's exact test, protected fraction 90%, (95% C.I. 59%-98%, Koopman asymptotic score).

Our Other Programs

Prevention of meningococcal infections

Meningococcal disease is caused by the bacterium *Neisseria meningitidis*. According to the Centers for Disease Control and Prevention (CDC), 1,000 to 2,600 people contract meningococcal disease each year in the United States. According to the CDC, one in 10 of these cases results in death and may also cause serious health problems in 11 to 19 percent of survivors such as loss of limbs, deafness, nervous system problems, mental retardation, seizures and strokes. While rare it is highly contagious. The majority of U.S. states have mandated immunization for populations at risk - infants, people with certain medical conditions, college freshmen living in dorms, and teenagers, according to the NCSL. Because of the rarity and severity of the disease approval of meningococcal vaccines are based on serologic assays. Six serogroups account for most disease cases worldwide. While there are several vaccines approved in the United States, none covers all six serogroups and each requires multiple injections. Vaccination with AV0328 has been noted to induce bactericidal killing of all six serogroups and could either complement or replace current vaccines.

Prevention of Infections following Emergency Abdominal Surgery

Preoperative antibiotics for elective abdominal operations are essential in decreasing surgical site infections such that the timely and appropriate administration of antimicrobials is a well-established standard of care. However, their role in emergency surgery for intestinal perforation is controversial. The incidence of SSIs and other infections following hollow viscus injury is high. Despite perioperative antimicrobial administration an infection rate ranging from 4% to 31% has been observed and the extended use of antibiotics in this setting has not reduced the incidence of post-operative infections according to the Journal of Acute Care Trauma Surgery. It has been postulated that microscopic leakage of gastrointestinal contents continues for a period of time following surgical repair. That would be consistent with the observation, in one study published in the World Journal of Surgery, that the mean time to develop a surgical site infection was 9.8 days following surgery. Under those circumstances a short course of antibiotics would not prevent those infections. At the same time, it is not advisable to have patient receive a prolonged exposure to antibiotics as that would lead to the development of resistant infections and other toxicities associated with those drugs and as detailed above, has not been shown to be effective. An alternative therapy, such as F598, could provide prolonged protection without the sequelae associated prolonged antibiotic exposure.

In management's view and consistent with studies published in the Journal of Gastrointestinal Surgery and the Journal of Trauma Acute Care Surgery, the causative bacteria are well suited to use of F598 as the majority express PNAG. Because these are immune therapeutics, it is management's belief, which has been observed in preclinical studies, that there will be no difference in efficacy against that are susceptible or resistant to antibiotics.

PNAG in the development of chronic diseases – the role of sterile inflammation

We have been investigating the role of PNAG-containing microbial cells and fragments in chronic debilitating conditions not usually thought to be associated with an infectious cause. We have found that PNAG is present in the brains of patients with Alzheimer's disease (AD) and pancreas of individuals with type 1 diabetes (T1D), despite the fact that viable microbial pathogens cannot usually be isolated or grown from those tissues. While viable pathogens cannot routinely be detected, there is clear evidence of inflammation associated with disease progression. We have found an association of PNAG and beta-amyloid in Alzheimer's mouse models and in brains from humans that died with AD, but little to no PNAG associated when beta-amyloid was detected in brains of humans that died of non-neurodegenerative diseases. We have observed a similar association of PNAG-positive microbial fragments and destroyed insulin-producing beta cells in pancreata of individuals with T1D. Importantly, we have data showing that immunization against the PNAG antigen prevents behavioral and cognitive decline in preclinical mouse models of Alzheimer's and reduces the incidence of T1D in a mouse model of this disease by >50%.

These observations raise an important and intriguing question. If there is no evidence of infection why is a molecule, associated with microbes and not known to exist in normal human tissue, found in chronic diseases such as Alzheimer's and T1D? We hypothesize that a previously unrecognized causative factor in these diseases is due to inflammation resulting from the persistence of undegraded microbial cells or fragments in affected tissues instead of viable microorganisms themselves. These non-viable, undegraded microbial remnants persist in tissues and act as an inflammatory nidus of chronic inflammation.

This might lead to sterile inflammation, a form of pathogen-free inflammation. How does sterile inflammation occur? Loss of epithelial barrier function, including disruption of nasal, oral, skin, GI and blood-brain barriers, results in chemicals and particulates, including microbes from the host's own microbiota entering the bloodstream. The loss of barrier function may be due to a fall, trauma, environmental exposure, medications, or aging. The escaping microbes are cleared by host defenses or if they persist to cause a frank infection, most often treated with antibiotic therapy. However, if not effectively disposed of, these non-viable microbes or microbial fragments can remain in tissues and contribute to inflammation and associated tissue destruction.

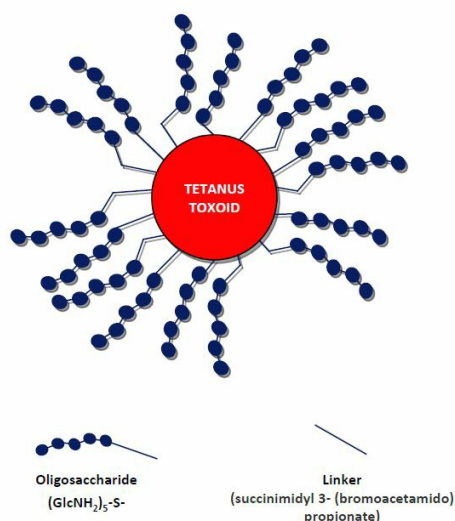
We believe that our vaccine and antibody may be capable of recognizing and, by engaging the hosts innate immune system, effectively clearing PNAG-containing microbial fragments and thus prevent progression of symptoms associated with tissue destruction in diseases like Alzheimer's and T1D. While not the initial focus of the company, it points to the broad promise these therapeutics offer. Dr. Pier's laboratory was recently awarded a grant from the Cure Alzheimer's Fund to explore the relationship between PNAG and the development of Alzheimer's Disease.

Our Pipeline

Vaccine AV0328

AV0328 is a novel vaccine candidate comprised of a synthetic pentamer of the oligosaccharide β 1-6-glucosamine [(GlcNH₂)₅] conjugated to tetanus toxoid (TT) protein through a linker. The conjugate vaccine induces antibodies to the glucosamine backbone of naturally occurring PNAG.

5-mer Synthetic Glucosamine Oligosaccharide Conjugated to Tetanus Toxoid



Phase 1 Clinical Studies

A Phase 1 clinical study evaluating the safety, tolerability, pharmacodynamics and preliminary efficacy of AV0328 in 16 healthy volunteers has been completed. As assessed by the management, AV0328 was found to be well-tolerated with only minor and transient injection site reactions observed. At the two highest doses, clear increases were noted in antibody titers against PNAG, as well as a positive indication of a major correlate of protective immunity, complement activation and binding of C1q to the PNAG antigen. As can be seen below, sera from subjects immunized with AV0328 resulted in the killing of 100% of PNAG-positive microbial species and strains tested.

Summary of In Vitro Activity

Microbe	Strain	Assay	Outcome	Microbe	Strain	Assay	Outcome
<i>N. gonorrhoeae</i>	UNC25A	SBA	POS	<i>S. pneumoniae</i>	TIGR 4 (4)	OPA	POS
	442089		POS		Spn 6B (6B)		POS
	15253		POS		246 (14)		POS
	H041		POS		EF3030 (19F)	Pneumovax Serotype	POS
	CTR-SPAIN		POS		11865 (9V)		POS
<i>N. meningitidis</i> Serogroup A	Z2087	SBA	POS		Spn 212 (22F)		POS
<i>N. meningitidis</i> Serogroup B	B16B6		POS		Spn 255 (31B)	Neither	POS
	M2996		POS		Spn 080 (8)		POS
	NMB		POS	<i>S. aureus</i>	MN8 (CP8)	OPA	POS
	H44/76		POS	MRSA	USA300 (No CP)	OPA	POS
<i>N. meningitidis</i> Serogroup C	M981	SBA	POS		USA100 (CP5)		POS
	M992		POS		Sanger 256 (CP8)		POS
	89-1		POS	<i>E. coli</i>	NDM1	OPA	POS
	W171		POS		MCR1		POS
<i>N. meningitidis</i> Serogroup W	BF	SBA	POS	<i>K. pneumoniae</i>	KPN NDM 1	OPA	POS
<i>N. meningitidis</i> Serogroup X	Y2220		POS		KPN-KPC		POS
<i>N. meningitidis</i> Serogroup Y	S1	SBA	POS	<i>S. Typhi</i>	TY2	OPA	POS
<i>A. baumannii</i>	SC5314	OPA	POS				

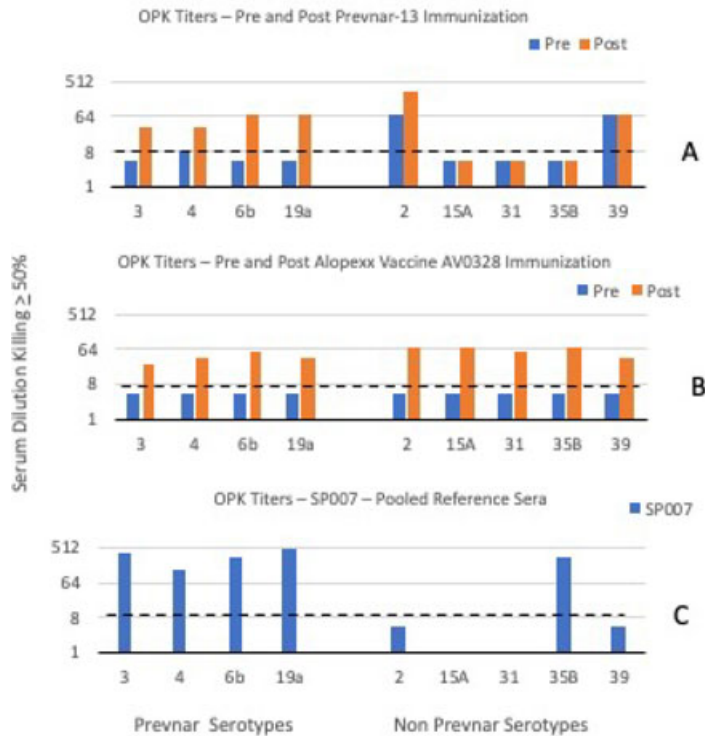
SBA – Serum bactericidal assay

OPA – Opsonophagocytic killing

POS – at least 4 fold increase in titer in all subjects tested

We also sought to compare the immune response induced to AV0328 with those elicited by immunization with Prevnar 13 against Prevnar and non-Prevnar *S. pneumoniae* serotypes. As shown in the 3 figures below, OPK activity was measured before and after Prevnar immunization (Fig A) and AV0328 immunization (Fig B). Results with a pooled reference sera SP007 are shown in Figure C. As SP007 is a pooled reference sera there is no pre-immunization sera. Based on the accepted titer threshold (see dotted line in figures) of 1:8 killing $\geq 50\%$ of the bacterial cells, indicative of protection, AV0328 was able to induce protective levels of antibody as reflected in the opsonic killing titers against all tested *S. pneumoniae* serotypes.

There was activity by SP007 against one non-Prevnar serotype. The Prevnar-vaccinated human also had pre-existing antibody to two non-Prevnar serotypes. We think this may reflect prior exposure of individuals whose sera was used to make the standard serum pool and the vaccinated individual to those serotypes as opposed to cross reactivity.



Comparing maximum OPK titers from vaccines targeting different antigens must be viewed cautiously. Antigen expression can vary significantly *in vitro* depending on growth conditions, the serotype and other factors. Nor does the ratio of antigen expression *in vitro* reflect what occurs in an infected individual where one antigen may be more highly expressed. What is more relevant, in an *in vitro* OPK assay, is achieving a consistent titer at or above the protective threshold against all serotypes. By that definition AV0328 demonstrated consistent killing against all *S. pneumoniae* serotypes tested (as well as multiple other microbes). As PNAG is likely expressed on the vast majority *S. pneumoniae* serotypes we anticipate we will be able to achieve broad spectrum protective immunity.

Initial indication for the Use of Vaccine AV0328 - Prevention of Pneumococcal Disease

The current vaccine standard of care for pneumococcal disease includes the combination of Merck's Pneumovax 23 and Pfizer's Prevnar 13 for adults, and Pfizer's Prevnar 13 for infants. Pneumovax 23 is a polysaccharide vaccine that protects against 23 strains of pneumococcus but is not thought to protect against pneumonia, provides only transient protection against bacteremia in adults and is not effective in children under two years of age. Prevnar 13 is a pneumococcal conjugate polysaccharide vaccine (PCV) that protects against only 13 strains of pneumococcus, but offers significantly better immunogenicity, protects against pneumonia and is suitable for both adults and infants. Routine immunization with PCVs has been effective in dramatically lowering the incidence of invasive pneumococcal disease (IPD) in both adults and children in the United States and other industrialized nations.

Both Prevnar 13 and Pneumovax 23 are serotype-specific and require combining 13 or 23 components into a single vaccine. However, there are over 100 pneumococcal strains and as current vaccines have reduced the incidence of the specific strains, covered strains that are not covered by existing vaccines are increasing in prevalence. While the overall incidence of IPD has not changed, infections caused by non-vaccine serotypes has reduced the net effectiveness of the vaccines for both vaccinated and unvaccinated adult individuals in countries with high vaccine coverage. This is a phenomenon known as serotype replacement.

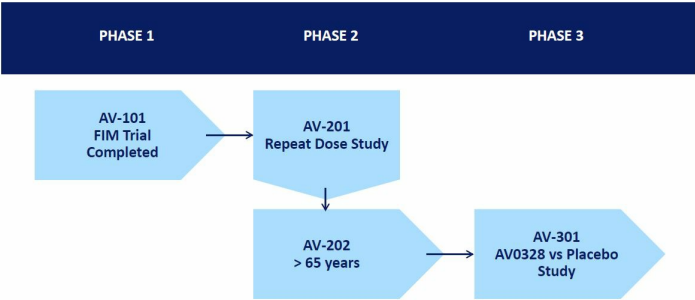
Efforts to improve the current standard of care vaccines have focused on expanding the number of serotypes covered by serotype-specific vaccines. The 15-valent (Merck), 20-valent (Pfizer) vaccines have recently been approved. Twenty-four-valent (Affinivax) and 30-valent (VaxCytel) vaccines are in development. The problem with all of those approaches is that they will inevitably lead to serotype replacement and the rise of infections not covered by those newer vaccines.

Adding to the challenge of developing new serotype-specific vaccines has been the recognition that serotype replacement is not occurring uniformly. The serotypes selected for inclusion in the 7- and then 13 valent vaccines were based on their high prevalence in the US and Europe. However, a recent report has noted that the efficacy of current serotype-specific vaccines has resulted in the rise of a diverse and less uniform number and distribution of serotypes that may not be as effectively addressed by newer serotype-specific vaccines. The authors noted that although there are common emerging serotypes between countries and within age groups, there has not been a dominating serotype following the introduction of Prevnar as there was before. They conclude that continuing reliance on serotype-specific vaccines may require different vaccine serotype formulations for different locations, as well as distinct vaccine serotype formulations that attempt to anticipate and prevent the next expected serotype replacement.

PNAG has been noted to be expressed by 100% of the 36 pneumococcal strains tested to date. That includes all serotypes contained in Pneumovax and the recently approved Prevnar 20. As detailed previously, of the close to 250 distinct microbial strains that have been analyzed for PNAG expression >90% were positive. Consistent with our results with other pathogens, we expect that the majority of remaining pneumococcal serotypes will be positive as well. AV0328 has the potential to be a single, non-serotype specific, polysaccharide vaccine capable of covering most if not all serotypes. In management’s opinion no other currently available serotype-specific pneumococcal vaccine or any others in development are capable of offering this degree of coverage.

This broad-spectrum potential has led us to follow a unique regulatory approval approach. As an initial indication we plan to have AV0328 serve as a complementary vaccine that can expand coverage to many of the remaining 80+ *S. pneumoniae* serotypes not covered by current vaccines. This approach could also apply to many of the newer pneumococcal vaccines under development. Most critically, we have been in contact with the FDA where we proposed this complementary approach. Feedback from the FDA has been supportive of the utilization of AV0328 as a complementary vaccine. In addition, the FDA supported pursuing accelerated approval of AV0328 based on safety and utilization of a validated surrogate assay – opsonic killing mediated by antibodies induced by AV0328. While this does not assure FDA approval it does provide a development path comparable to those that have led to FDA approval of other vaccines for *Streptococcus pneumoniae* infections and that management believes improves the likelihood of success.

Below is a schema of the overall clinical development of AV0328 in adults for the prevention of pneumococcal disease. We anticipate that the trial can be initiated in the fourth quarter of 2022 and completed 12 months later. The duration of the trial is less due to patient accrual than the time needed to assess the durability of the immune response to the vaccine.



As can be seen in the figure, following the completed phase 1 trial, two phase 2 studies are envisioned. AV-201 is a repeat dose trial in healthy volunteers that seeks to confirm and optimize the dose and schedule of AV0328. In parallel with that trial, we plan on performing a study in adults > 65 years old – the population that would receive the vaccine. Each of those trial would involve ~ 100 subjects and should accrue quite quickly as they are healthy volunteer studies. They will each take about a year to complete as we will need to follow the subjects to assess the duration of protection. The efficacy end point will not need to rely on reduction in pneumococcal infections but, as we have discussed with the FDA, will employ a surrogate endpoint (opsonic killing) similar to what is used by other pneumococcal vaccines.

The results of those studies will be a major inflection point. Assuming that we continue to the same degree of safety and efficacy we would then plan to mount a phase 3 registration trial in adults along with supportive studies that would permit utilization of the vaccine in infants and children. It should be noted that because we will be seeking use of AV0328 as a complementarity vaccine, there is no need to compare our results with currently available vaccines.

Although we believe that our vaccine has the potential to be widely adopted, we have not received regulatory approval. In order to obtain regulatory approval and commercialize our vaccine, the U.S. Food and Drug Administration, or FDA, European Medicines Agency, or EMA, or other regulatory agencies will need to determine that our vaccine are safe and effective. Obtaining such approval will require that we successfully complete additional studies and there can be no assurance that the results of such studies will be similar to our earlier studies. As such, we may not obtain regulatory approval for our vaccine.

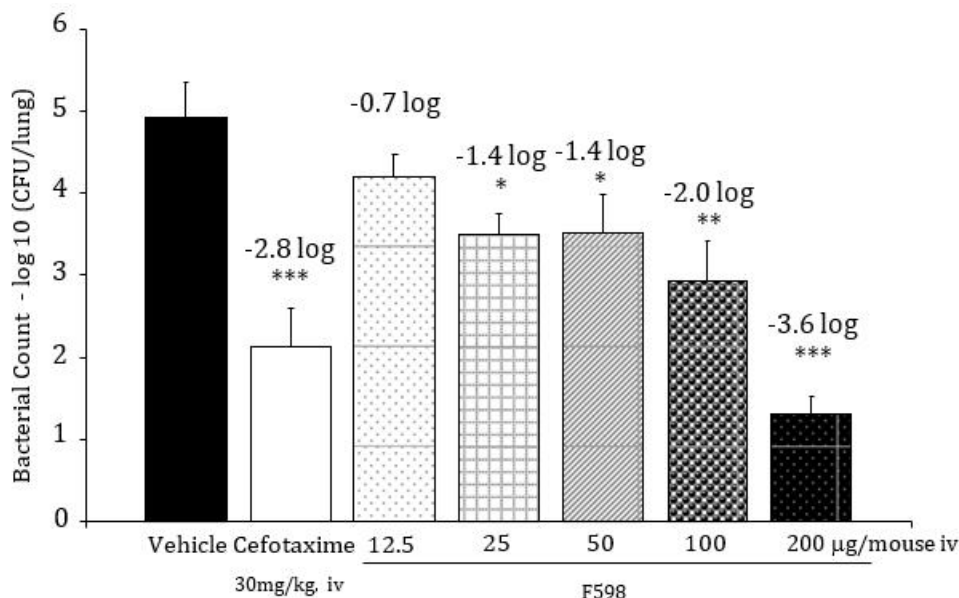
Manufacturing and Supply – Vaccine AV0328

Unlike any other vaccine, the immunogenic component for PNAG in AV0328 is chemically synthesized. This offers a major advantage in that we are not reliant on isolating the key vaccine component from a variable microbial source. We have partnered with Glycosyn, Inc., a New Zealand-based company with expertise in carbohydrate synthesis, to produce the key antigen component of the vaccine – the carbohydrate oligosaccharide. They have developed a scalable manufacturing process capable of producing supplies sufficient for clinical development and commercialization. Beyond the patent portfolio, we have built synthesis of the vaccine is also covered by a trade secret agreement that prevents publication of the multi-step process used to synthesize our proprietary antigen.

The other key component is a protein carrier to which the carbohydrate is linked. This is a well-established process to augment the immune response to the antigen. Prevnar-13 is a pneumococcal conjugate polysaccharide vaccine or PCV which uses a similar approach. In our case, we have found that tetanus toxoid can serve as an excellent protein carrier. As tetanus toxoid is routinely administered to people to prevent tetanus it has a well-established safety profile and is readily available. Taken as a whole, we believe our vaccine can be produced at a cost of <\$0.50/dose – far lower than any other vaccine in development.

Monoclonal Antibody F598

F598 is a fully human IgG1 monoclonal antibody selected for its ability to target PNAG. In animal studies administration of monoclonal antibody F598 has been shown to be effective in several models including prevention of death from lethal injections of *S. aureus*. F598 activity was assessed in a *S. pneumoniae* pulmonary infection model in the mouse. As can be seen in the figure below, F598 administered intravenously 4 hours before intranasal bacterial challenge with *S. pneumoniae* (10^8 cfu/mouse), dose-dependently prevented the development of infection in mice. A significant effect was observed starting from 25 μ g/mouse (~0.8 mg/kg) with a maximum effect at 200 μ g/mouse (~7 mg/kg). At 200 μ g/mouse, the effect of F598 on bacterial load reduction was comparable to curative treatment with 30 mg/kg of a standard antibiotic, cefotaxime, administered following the bacterial load.



Results are expressed as the mean $\pm$ SEM, n = 6-8 animals per group, comparison versus vehicle group

* $p < 0.001$ (student's t-test)

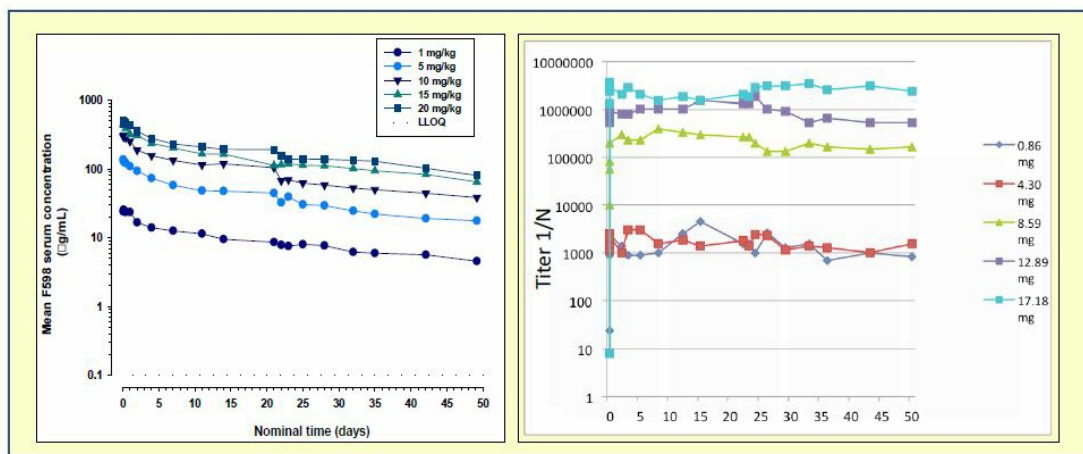
** $p < 0.05$ (one-way ANOVA followed by Dunnett's adjustment)

*** $p < 0.001$ (one-way ANOVA followed by Dunnett's adjustment)

Note: The p-values cited here refer to statistical significance for this pre-clinical study, and such values will not be used to justify regulatory approval by the FDA or other regulatory authorities.

Clinical Experience with F598

A Phase 1 trial of F598 was performed by Alopexx. In that study, a single infusion of F598 was administered to 20 healthy adults. Pharmacokinetic analysis showed long elimination half-lives (~20-30 days), low systemic clearance, a low volume of distribution and a dose-dependent increase in serum monoclonal antibody levels. No relevant immunogenicity related to study compound (as measured by detection of antibodies against F598 in human serum) was observed. Overall, the antibody was found to be well tolerated, and no serious adverse events were observed. As shown below, dose-dependent and high levels of functional activity of the antibody as measured by opsonophagocytic assays against *S. aureus* were maintained at all doses up to Day 50, the last time point in the study. This suggests that single administration of F598 could provide protection for a prolonged period of time.



Because of concerns that the antibody might elicit an untoward inflammatory response, pilot studies have also been performed in patients with active infections. F598 was able to be safely administered to individuals with latent and newly diagnosed tuberculosis. No significant adverse events were noted. In conclusion, monoclonal antibody F598 has strong potential to protect or possibly treat infections caused by a wide range of microbes.

Prevention of Hospital-Acquired Infections

Unlike vaccines which may take several weeks or longer to induce protective immunity administration of a monoclonal antibody provides immediate protection. In previous studies we have found that F598 is not only well tolerated but has a long half-life which may provide protection for 2-3 months after a single administration. Therefore, the antibody will be utilized in settings where an individual is at an immediate or near-term risk of developing an infection. Healthcare associated infections are one of the major settings where this occurs.

In 2007, the Centers for Disease Control and Prevention estimated that roughly 1.7 million Healthcare-Associated infections, from all types of microorganisms, including bacteria and fungi combined, cause or contribute to 99,000 deaths each year in the United States. A follow-up analysis in 2016 noted that while the overall incidence of infection had fallen from 4% to 3.2% there was no change in pneumonia and gastrointestinal infections. Hospital-acquired or nosocomial infections can cause severe pneumonia and infections of the urinary tract, bloodstream and other parts of the body. Many types display antimicrobial resistance, which can complicate treatment.

While overall hospital-acquired infections are relatively uncommon, that is not the case in intensive care units (ICUs). Although ICUs account for fewer than 10 percent of total beds in most hospitals, more than 20 percent of all nosocomial infections are acquired in ICUs. ICU-acquired infections account for substantial morbidity, mortality, and expense. Infections and sepsis are the leading cause of death in noncardiac ICUs and account for 40 percent of all ICU expenditures. Despite the advances in modern medicine and intensive care, the incidence of sepsis in intensive care units (ICUs) continues to rise. In a 2006 international study of 1265 ICUs, (EPIC II) 60 percent of ICU patients at the time of survey were considered infected, with infection being a strong independent predictor for mortality. The risks of infection in general and with a resistant pathogen, in particular, increased with the length of patient stay in the ICU. These results have recently been updated and in 2017 a survey of 1150 centers in 88 countries (EPIC III) it was found that 54% of ICU patients had a suspected or proven infection, including 22% with an ICU-acquired infection. Infection rates remained high whether or not the ICU was located in a low (57.8%) or high (50.2%) income country or geographically (North America 47.7%, Western Europe 50.7%, Asia/Middle East 60.1%).

In an effort to reduce the incidence of HAIs, in 2008 Medicare initiated the Hospital-Acquired Condition (HAC) Reduction Program. Under the program the Centers for Medicare and Medicaid Services’ (CMS’) reduced overall Medicare payments for hospitals that rank in the worst-performing quartile of all hospitals on measures of hospital-acquired conditions, including HAIs. The hope was that financial penalties would encourage hospitals to initiate programs that would reduce the incidence of HAIs. Because Medicare relies on hospitals to self-report infection rates, the HAC policy may have affected a hospital’s incentive to identify and report the exact origin of infections in a manner that increases reimbursement or avoids financial penalties. This may have an impact on therapies seeking to treat documented HAIs as it would require hospitals to report those infections and risk financial penalties.

Utilization of monoclonal antibody F598 should not be affected by that issue. As detailed below F598 will be employed upon admission to an intensive care unit as a means to prevent or ameliorate any subsequent HAIs. It would be consistent with Medicare’s goal to reduce HAIs and would not require a hospital to identify an HAI in advance of administering the antibody.

PNAG is produced by many pathogens causing hospital-acquired infections. The table below shows the gram-positive bacteria, gram-negative bacteria and fungi, listed by the CDC, as associated with HAIs. As can be seen with the exception of *Pseudomonas aeruginosa* all tested organisms express PNAG (*Clostridium sordellii* has not been tested).

Organism	PNAG Expression
<i>Acinetobacter</i>	Positive
<i>Burkholderia cepacia</i>	Positive
<i>Candida auris</i>	Positive
<i>Clostridioides difficile</i>	Positive
<i>Clostridium sordellii</i>	NT
Enterobacterales (carbapenem-resistance)	Positive
ESBL-producing Enterobacterales (extended-spectrum β -lactamase-producing)	Positive
<i>Escherichia coli</i>	Positive
<i>Klebsiella pneumoniae</i>	Positive
Methicillin-resistant <i>Staphylococcus aureus</i> (MRSA)	Positive
Non-tuberculous Mycobacteria (NTM)	Positive
<i>Pseudomonas aeruginosa</i>	Negative
<i>Staphylococcus aureus</i>	Positive
<i>Mycobacteria tuberculosis</i> (TB)	Positive
Vancomycin-intermediate <i>Staphylococcus aureus</i>	Positive
Vancomycin-resistant <i>Staphylococcus aureus</i>	Positive
Vancomycin-resistant <i>Enterococci</i> (VRE)	Positive

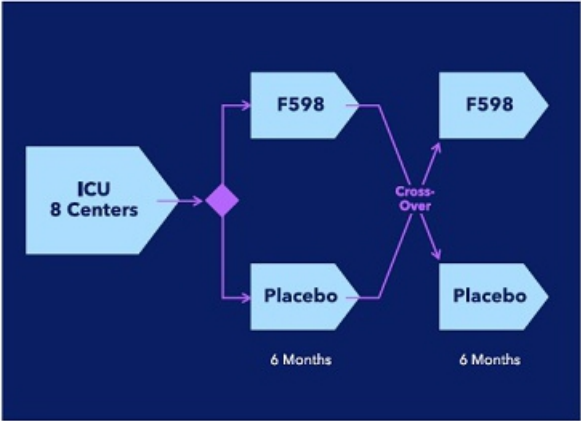
Use of monoclonal antibody F598 offers the potential for it to become the first broad-spectrum therapeutic antibody for microbial infections. To pursue this, we propose to study this in a setting where the prevalence of acquired infections is very high – intensive care units. Demonstrating that monoclonal antibody F598 can reduce the morbidity/mortality related to microbial infections in ICU patients would constitute a major health advancement. Administration of F598 in that setting could become the part of the standard of care.

Alopexx is uniquely positioned to perform a large proof-of-concept study in this setting. We have developed a collaboration with Europe's largest health care system, which has agreed to perform a 1,600-patient phase 2 intensive care unit study. The Assistance Publique-Hôpitaux de Paris (AP-HP) is the largest hospital system in Europe and one of the largest in the world. It provides healthcare, teaching, research and emergency medical services in 44 hospitals and sees more than 5.8 million patient visits annually. The impetus for this collaboration has been our relationship with Professor Dr. David Skurnik. Dr. Skurnik was a member of Dr. Pier's laboratory at Harvard Medical School from 2007-2017 where he studied the clinical and microbiological diagnosis and management of bacterial infections and sepsis and the emergence and dissemination of antibiotic resistance. He was also closely involved in the development and evaluation of Alopexx's PNAG immune therapeutics. Dr. Skurnik became Professor of Medicine at the Necker Hospital, part of the AP-HP system. Dr. Skurnik was able to obtain the commitment and collaboration of eight AP-HP hospitals to perform the ICU study outlined below as an institutional investigation. As a consequence, the clinical cost of performing this 1,600-patient study is estimated to be approximately \$4 million – a fraction of what an industry-sponsored trial would cost. Beyond the cost savings, this represents the strong interest of the consortium to test this important hypothesis, which can be viewed as an endorsement of the promise and potential of Alopexx's anti-infective immune therapeutics.

While it would be possible to perform this study in the United States, the collaboration with Dr. Skurnik and his relationship with AP-HP are major reasons to perform the study in Paris. From a medical and U.S. regulatory perspective, it is perfectly acceptable to do the study in France – especially at one of the major teaching hospital systems in Europe. We adhere to Good Clinical Practice (GCP) guidelines in all of our trials. GCP is an international quality standard, which governments can then transpose into regulations for clinical trials involving human subjects. GCP follows the International Council for Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) and enforces tight guidelines on ethical aspects of clinical research.

A positive result in this study would justify performing a confirmatory, company-sponsored registration study. We anticipate that study will involve medical centers in the United States. A positive result in this study would justify performing a confirmatory, company-sponsored registration study. We anticipate that study will involve medical centers in the United States.

The figure below illustrates the study design that has been endorsed by our collaborators in Paris. In this study it is the institution not the individual patient that will be randomized and the overall impact on morbidity and mortality will be assessed. The study has received initial approval by their institutions and can be quickly initiated. Patients entering the ICU will receive either F598 or a placebo in addition to the standard of care. To control for variations in different ICU settings, at the end of six months, there will be a cross-over so ICUs that had received F598 will receive placebo and vice versa. We will then observe patients for a reduction in morbidity and mortality due to infections caused by microbes that express PNAG. We anticipate that the trial can be initiated in the first quarter of 2023 and completed 18 months later. The duration of the trial is less due to patient accrual, which with eight participating ICUs should be fairly rapid, than the need to match the time at which the cross-over occurs to control for seasonal variations in ICU admissions.



Manufacturing and Supply – Monoclonal Antibody F598

We have strategically aligned with our contract manufacturer, Lonza Ltd., or Lonza, a globally recognized contract development and manufacturing organization based in Switzerland. We have developed a robust cell line capable of producing the antibody at a commercial scale. The cell line is able to produce our antibody at a scale and cost equivalent or better than other commercially available Monoclonal antibodies. Antibodies produced using this cell line have already been used in clinical trials.

Our Strategy

The key elements of our strategy are:

- Advance vaccine AV0328 and monoclonal antibody F598 through key proof-of-concept clinical trials.
- Create a long-lasting franchise by offering the broadest-spectrum vaccine available for prevention of a wide range of microbial infections
- Establish monoclonal antibody F598 as part of the standard of care in preventing and treating microbial infections in individuals at immediate risk (i.e., ICU patients)
- Explore utilization of the vaccine and antibody in medical indication not classically thought to be associated with microbial infections – diabetes, Alzheimer’s Disease, cancer and other conditions.

- Continue to build a robust intellectual property portfolio.

Competition

Vaccine AV0238

The global vaccine market is highly concentrated among a small number of multinational pharmaceutical companies. Pfizer, Merck, GlaxoSmithKline and Sanofi together control approximately 75% of the global vaccine market. Other pharmaceutical and biotechnology companies, academic institutions, governmental agencies and public and private research institutions are also working towards new solutions given the continuing global unmet need.

Within the current pneumococcal vaccine market, Pfizer, Merck and GlaxoSmithKline dominate. Global sales of these three products were approximately \$7.45B, with Pfizer's Prevnar 13, Merck's Pneumovax 23 and GlaxoSmithKline's Synflorix representing approximately 78%, 15% and 7%, respectively, of these sales. While Prevnar 13 covers fewer pneumococcal strains than Pneumovax 23, it delivers a stronger and more durable immune response than Pneumovax 23. Prevnar 13 is the current standard of care in children and the first vaccine offered under the current standard of care in adults.

Existing vaccine makers, as well as new entrants, are competing to develop the next generation of pneumococcal vaccines. Both Pfizer and Merck have pneumococcal vaccine candidates that have recently been approved and could surpass the performance of Prevnar 13. Pfizer's PF-06482077 is a 20-valent vaccine while Merck's V114 is a 15-valent vaccine. Sanofi and SK Chemicals have partnered to develop a pneumococcal vaccine. Separately, Affinivax and Astellas have partnered to develop an affinity-bound pneumococcal vaccine that includes 24 pneumococcal serotypes. VaxCytex is developing 24- and 30-valent vaccines utilizing their proprietary conjugate platform.

To our knowledge, there is only one other company that is developing a universal pneumococcal vaccine. ImmBio's PnuBioVax seeks to target heat shock proteins as a universal pneumococcal vaccine. Vaccines targeting a protein that do not include a toxoid component have never been shown to be effective in a randomized clinical trial. Every human vaccine that has been licensed on the basis of clinical trial data target surface carbohydrates, as does the PNAG vaccine. Because we are seeking to develop AV0328 as a complement to serotype-specific specific vaccines, none of them would preclude addition of our vaccine to the current or future standard of care.

As mentioned above we believe AV0328 can be produced at a cost of < \$.50/dose. This will facilitate our ability to add our vaccine to current or future serotype-specific vaccines whose cost is far greater than AV0328. The table below summarizes the current price of approved vaccines for pneumococcal disease and meningitis and has been taken into consideration as part of the initial market analysis discussed below.

Cost of Selected Vaccines

Vaccine	Cost / Dose	
	CDC	Private Sector
• Prevnar 13	\$131.61	\$211.86
• Pneunovax-23	\$62.69	\$110.45
• Bexsero	\$106.89	\$191.75
• Menactra	\$75.28	\$134.77

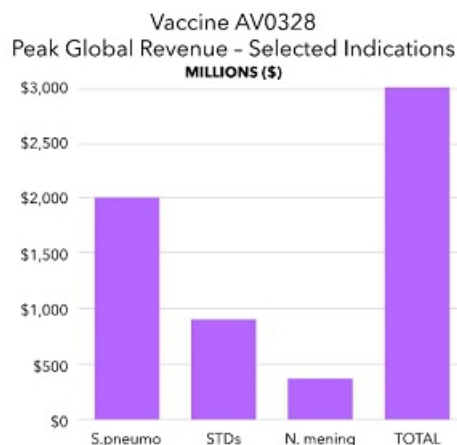
16 CDC Vaccine Price List March 2021

Monoclonal Antibody F598

There have been two monoclonal antibodies approved for the treatment of bacterial infections and both target toxins and do not have anti-bacterial effects – Anthim to prevent inhalational anthrax and bezlotoxumab for *Clostridioides difficile* infections. There are 14 anti-microbial monoclonal antibodies in development. All but one targets a specific organism. One monoclonal antibody, TRL1068 (Trellis Bioscience), targets bacterial biofilms but in pre-clinical trials it is ineffective unless used with antibiotics. F598 is the only monoclonal antibody in clinical development that can target a wide range of organisms and has demonstrated efficacy as a single agent. While not a competitor, monoclonal antibodies targeting respiratory syncytial virus and more recently COVID-19 have been shown to be effective and points to potential utility of F598 against microbial infections.

Initial Market Analysis

We have performed independent commercial assessments for the initial indications we intend to pursue – use of the vaccine as a complement to currently approved *Streptococcus pneumoniae* vaccines and use of the mAb to reduce the morbidity/mortality related to microbial infections in ICU patients. We also explored the market potential for 2 other indications for our vaccine – prevention of *Neisseria meningitidis* systemic infection and for sexually transmitted diseases (STDs) as shown on the chart below.



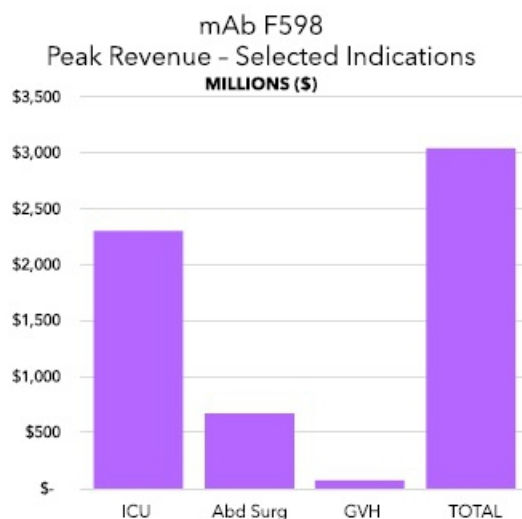
For our vaccine, the assumption was that AV0328 would be added as a complement to current *Streptococcus pneumoniae* vaccines. The relevant population would be the same adult and pediatric patients who currently receive approved *Streptococcus pneumoniae* vaccines. We evaluated Prevnar data for our model since it is currently the most widely used pneumococcal vaccine.

For this analysis the initial target market segment included adults who had received existing Prevnar vaccines as well as *de novo* Prevnar vaccines and pediatric patients who would receive Prevnar as part of their standard vaccination schedule. Our base case assumed a peak market share of 60% and 65% of Prevnar vaccinations in pediatric and adults over 65, respectively. We also assumed a price of \$60 per dose, which is considerably lower than the current average cost of Prevnar, which is \$272.31. Based on these key assumptions the peak expected global revenue for the *Streptococcus pneumoniae* indication alone is expected to be over \$2.0 billion per year.

For sexually treated diseases, gonorrhea and chlamydia, we assumed a peak annual vaccination rate in existing sexually-active adults between 18-34 years old of 3%, cumulatively reaching 40% over 10 years and a peak annual vaccination rate of 40% of the incoming cohort of 18-year-olds, ramping up linearly from 10% at launch over 7 years.

The potential meningococcus pediatric segment is almost completely cannibalized by the pre-existing *S. pneumoniae* indication, as this segment would not need to be treated twice. In freshman students we assumed a peak annual vaccination rate of 40% will be achieved, ramping up linearly from launch over 7 years. For at-risk adults (nurses, physicians, military new recruits) a peak annual vaccination rate of 5% will be achieved, also ramping up linearly from launch over 7 years.

For both the sexually transmitted diseases and the meningococcus indications we assumed a price of \$60 per dose.



Intellectual Property

Our success depends in part on our ability to obtain and maintain intellectual property protection for our products and technology. We use a variety of intellectual property protection strategies, including patents, trade secrets and other methods of protecting proprietary information.

As of December 31, 2021, our owned patents and patent applications, if issued, are expected to expire between 2040 and 2042, in each case without taking into account any possible patent term adjustments or extensions and assuming payment of all appropriate maintenance, renewal, annuity, or other governmental fees.

Such patent portfolio owned by us includes:

- A pending PCT application directed to PNAG composition of matter featuring high oligo loading.
- An issued U.S. patent and pending PCT and U.S. applications directed to low contaminant PNAG composition
- An issued U.S. and pending U.S. application directed to treating biofilm
- A pending PCT application directed to a method of combination therapy with antibody plus PNAG vaccine

We exclusively license four issued U.S. and PCT patents from BWH, as of December 31, 2021. These patents cover the vaccine and methods of use thereof, the F598 monoclonal antibody and variants thereof and the methods of use of the vaccine and/or the anti-PNAG antibody. Our in-licensed patents are expected to expire between 2025 and 2033, in each case without taking into account any possible patent term adjustments or extensions and assuming payment of all appropriate maintenance, renewal, annuity, or other governmental fees.

For further information on the license agreement with BWH, see the section titled “*Business — License Agreements.*”

We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost-effective. Our ability to stop third parties from making, using, selling, offering to sell, importing, or otherwise commercializing any of our patented inventions, either directly or indirectly, will depend in part on our success in obtaining, defending, and enforcing patent claims that cover our technology, inventions, and improvements. With respect to both our owned and in-licensed intellectual property, we cannot provide any assurance that any of our current or future patent applications will result in the issuance of patents in any particular jurisdiction, or that any of our current or future issued patents will effectively protect any of our products or technology from infringement or prevent others from commercializing infringing products or technology. Even if our pending patent applications are granted as issued patents, those patents may be challenged, circumvented, or invalidated by third parties. Consequently, we may not obtain or maintain adequate patent protection for any of our products or technologies.

In addition to our reliance on patent protection for our inventions, products, and technologies, we also rely on trade secrets, know-how, confidentiality agreements and continuing technological innovation to develop and maintain our competitive position. For example, some elements of manufacturing processes, analytics techniques, and processes, are based on unpatented trade secrets and know-how that are not publicly disclosed. Although we take steps to protect our proprietary information and trade secrets, including through contractual means with our employees, advisors and consultants, these agreements may be breached, and we may not have adequate remedies for any breach. In addition, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology. As a result, we may not be able to meaningfully protect our trade secrets. For further discussion of the risks relating to intellectual property, see the section titled “*Risk factors—Risks Related to our Intellectual Property.*”

In December 2007 and March 2012, we entered into exclusive patent license agreements with BWH, pursuant to which we obtained an exclusive, royalty-bearing, sublicensable (with approval from BWH) license to certain U.S. and foreign patents related to the vaccine and methods of use thereof, the F598 monoclonal antibody and variants thereof and the methods of use of the vaccine and/or the anti-PNAG antibody. We may sublicense the patent rights licensed under the agreement subject to certain conditions, including obtaining the review and approval by BWH of such sublicense and any such sublicense must be consistent with and subject to the terms of the agreement.

In consideration granted under the agreement, we must pay BWH annual license fees prior to the first commercial sale of a licensed product that range in the mid-five-digit to low six-digit figures, and a low single digit royalty on net sales of licensed products beginning with the first commercial sale of a licensed product in any country during the term of the agreement. In the event we commercialize a product in the therapeutic space, we are also required to make certain drug-approval regulatory and commercialization milestone payments to BWH of up to a low seven-digit figure in the aggregate for licensed products. In the event we sublicense any of the licensed intellectual property, we must pay BWH a percentage of any sublicense income received by us, which on a going-forward basis will be in the low double digits. Aggregate milestone payments under the 2 patent license agreements are up to \$2,125,000 and \$1,850,000 for vaccine AV0328 and antibody F598 respectively for a total of \$3,975,000.

Under the terms of the agreement, we are required to use commercially reasonable efforts to develop and commercialize the licensed products, including in accordance with certain developmental, funding, regulatory and commercialization milestones. BWH controls the prosecution, maintenance and enforcement of all licensed patents and patent applications under the agreement. Subject to an applicable cure period, BWH may terminate the agreement if we fail to comply with applicable payments or diligence obligations or upon a breach of our obligation under the agreement, or for certain insolvency-related events.

Unless earlier terminated, the agreement continues until the expiration of the last to expire patent right licensed under the agreement. Subject to an applicable cure period, BWH may terminate the agreement if we fail to comply with applicable payments or diligence obligations or upon a breach of our obligation under the agreement, or for certain insolvency-related events.

Other Partners

In addition to those listed above, we seek to partner with various academic, governmental and public or private research institutions as needed to advance the discovery or development of our therapeutics.

Coverage and Reimbursement

Sales of our products in the United States will depend, in part, on the extent to which the costs of the products are covered by third-party payors, such as government health programs, commercial insurance and managed health care organizations. The process for determining whether a third-party payor will provide coverage for a pharmaceutical or biological product is typically separate from the process for setting the price of such a product or for establishing the reimbursement rate that the payor will pay for the product once coverage is approved. As a result, a third-party payor's decision to provide coverage for a pharmaceutical or biological product does not imply that the reimbursement rate will be adequate. Certain ACA marketplace and other private payor plans are required to include coverage for certain preventative services, including vaccinations recommended by the ACIP without cost share obligations (i.e., co-payments, deductibles or co-insurance) for plan members. Children through 18 years of age without other health insurance coverage may be eligible to receive such vaccinations free-of-charge through the CDC's Vaccines for Children program. For Medicare beneficiaries, vaccines may be covered under either the Part B program or Part D depending on several criteria, including the type of vaccine and the beneficiary's coverage eligibility. If our vaccine, once approved, are covered only under the Part D program, physicians may be less willing to use our products because of the claims adjudication costs and time related to the claims adjudication process and collection of co-payments associated with the Part D program.

Further, no uniform policy for coverage and reimbursement exists in the United States, and coverage and reimbursement can differ significantly from payor to payor. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement rates, but also have their own methods and approval process apart from Medicare determinations. As such, one third-party payor's decision to cover a particular medical product or service does not ensure that other payors will also provide coverage for the medical product or service or will provide coverage at an adequate reimbursement rate.

Government Regulation

Government authorities in the United States, at the federal, state and local level, and other countries extensively regulate, among other things, the research, development, testing, safety, effectiveness, manufacture, quality control, approval, post-approval monitoring and reporting, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, marketing and export and import of products such as those we are developing. A new biological product must be licensed by the FDA through the approval of a Biologics License Application, or BLA, before it may be legally marketed in the United States.

In the United States, pharmaceutical products are regulated by the FDA under the Federal Food, Drug and Cosmetic Act and other laws, including, in the case of biologics, the Public Health Service Act, or PHS Act. We expect our products to be regulated by the FDA as biologics and to be reviewed by the FDA's Center for Biologics Evaluation and Research.

We anticipate our vaccine and antibody will require the submission of a BLA and approval by the FDA before being marketed in the United States. Failure to comply with FDA requirements, both before and after product approval, may subject us or our partners, contract manufacturers and suppliers to administrative or judicial sanctions, including FDA refusal to approve applications, warning letters, product recalls, product seizures, total or partial suspension of production or distribution, fines and/or criminal prosecution.

The steps required before a biologic may be approved for marketing of an indication in the United States generally include:

- completion of preclinical laboratory tests, animal studies, formulation studies conducted in accordance with good laboratory practices and other applicable regulations;
- submission to the FDA of an IND application, which must be active before human clinical trial commencement;
- approval by an institutional review board, or IRB, or ethics committee at each clinical site before a clinical trial is commenced;
- completion of adequate and well-controlled human clinical trials in accordance with good clinical practice, or GCP, requirements to establish that the biological product is "safe, pure and potent," which is analogous to the safety and efficacy approval standard for a chemical drug product for its intended use;
- preparation and submission to the FDA of a BLA for marketing approval that includes substantive evidence of safety, purity and potency from results of nonclinical testing and clinical trials;
- a determination by the FDA within 60 days of its receipt of a BLA to file the application for review;
- satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities at which the product is produced to assess compliance with applicable current good manufacturing practices, or cGMPs, to assure that the facilities, methods and controls are adequate to preserve the products identity, strength, quality and purity;

- potential FDA audit of the nonclinical and clinical trial sites that generated the data in support of the BLA; and
- FDA review of the BLA and issuance of a biologics license, which is the approval necessary to market a vaccine.

Before conducting studies in humans, laboratory evaluation of product chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and efficacy of the biologic candidate, must be conducted. Preclinical toxicology studies in animals must be conducted in compliance with FDA regulations.

The results of the preclinical tests, together with manufacturing information, known as CMC, and analytical data, are submitted to the FDA as part of an IND application. Some preclinical testing may continue even after the IND application is submitted. In addition to including the results of the preclinical testing, the IND application will also include a protocol detailing, among other things, the objectives of the clinical trial, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated if the first phase or phases of the clinical trial lend themselves to an efficacy determination. The IND application will automatically become effective 30 days after receipt by the FDA unless the FDA within the 30-day time period places the IND application on clinical hold because of safety concerns about the vaccine candidate or the conduct of the trial described in the clinical protocol included in the IND application. The IND application sponsor and the FDA must resolve any outstanding concerns before clinical trials can begin. Submission of an IND application therefore may or may not result in FDA authorization to begin a clinical trial.

All clinical trials for new drugs and biologics must be conducted under the supervision of one or more qualified principal investigators in accordance with GCPs, which include the requirement that all research subjects provide their informed consent for their participation in any clinical trial. They must be conducted under protocols detailing, among other things, the objectives of the applicable phase of the trial, dosing procedures, research subject selection, exclusion criteria and the safety and effectiveness criteria to be evaluated. Each protocol must be submitted to the FDA as part of the IND application, and progress reports detailing the status of the clinical trials must be submitted to the FDA annually. Sponsors must also report to the FDA within specified timeframes, serious and unexpected adverse reactions, any clinically significant increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator's brochure or any findings from other studies or animal or in vitro testing that suggest a significant risk in humans exposed to the vaccine candidate. An IRB at each institution participating in the clinical trial must review and approve the protocol before a clinical trial commences at that institution, approve the information regarding the trial and the consent form that must be provided to each research subject or the subject's legal representative and monitor the trial until completed.

Clinical trials are typically conducted in three sequential phases, but the phases may overlap, and different trials may be initiated with the same candidate within the same phase of development in similar or differing patient populations.

- Phase 1: Clinical trials may be conducted in a limited number of patients or healthy volunteers, as appropriate. The vaccine or antibody is initially tested for safety and immunogenicity.

- Phase 2: The vaccine or antibody is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- Phase 3: Clinical trials are undertaken to further evaluate dosage, clinical efficacy, potency and safety in an expanded patient population at geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the product and provide an adequate basis for product labeling.

In some cases, the FDA may require, or companies may voluntarily pursue, additional clinical trials after a product is approved to gain more information about the product. These so-called Phase 4 studies may also be made a condition to approval of the BLA. These clinical trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up.

During all phases of clinical development, regulatory agencies require extensive monitoring and auditing of all clinical activities, clinical data and clinical trial investigators. Annual progress reports detailing the results of the clinical trials must be submitted to the FDA. Written IND application safety reports must be promptly submitted to the FDA and the investigators for serious and unexpected adverse events, any findings from other studies, tests in laboratory animals or in vitro testing that suggest a significant risk for human subjects or any clinically relevant increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must submit an IND application safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the sponsor or its data safety monitoring board may suspend a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biological product has been associated with unexpected serious harm to patients.

Assuming successful completion of all required testing in accordance with applicable regulatory requirements, the results of the preclinical studies and clinical trials, together with other detailed information, including information on the manufacture and composition of the vaccine candidate, are submitted to the FDA as part of a BLA requesting approval to market the vaccine candidate for a proposed indication or indications. The BLA must include all relevant data available from preclinical and clinical trials, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's CMC and proposed labeling, among other things. Under the Prescription Drug User Fee Act, the fees payable to the FDA for reviewing a BLA, as well as annual program user fees for approved products, can be substantial but are subject to certain limited deferrals, waivers and reductions that may be available. Additionally, no user fees are assessed on BLAs for products designated as orphan drugs, unless the product also includes a non-orphan indication. Each BLA submitted to the FDA for approval is reviewed for administrative completeness and reviewability within 60 days following receipt by the FDA of the application. If the BLA is found complete, the FDA will file the BLA, triggering a full review of the application. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission. The FDA's established goal is to review 90% of priority BLAs within six months after the application is accepted for filing and 90% of standard BLAs within 10 months of the acceptance date, whereupon a review decision is to be made. Priority review will direct overall attention and resources to the evaluation of applications for products that, if approved, would be significant improvements in the safety or effectiveness of the treatment, diagnosis or prevention of serious conditions. In both standard and priority reviews, the review process is often significantly extended by FDA requests for additional information or clarification. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed or held meets standards designed to assure the product's continued safety, purity and potency. The FDA may also convene an advisory committee to provide clinical insight on application review questions. The FDA is not bound by recommendations of an advisory committee, but it considers such recommendations when making decisions regarding approval.

Before approving a BLA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP. If the FDA determines that the application, manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in the submission and often will request additional testing or information. Notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval.

After the FDA evaluates a BLA and conducts inspections of manufacturing facilities where the investigational product and/or its drug substance will be produced, the FDA may issue an approval letter or a Complete Response Letter. An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A Complete Response Letter will describe all of the deficiencies that the FDA has identified in the BLA, except that where the FDA determines that the data supporting the application are inadequate to support approval, the FDA may issue the Complete Response Letter without first conducting required inspections, testing submitted product lots and/or reviewing proposed labeling. In issuing the Complete Response Letter, the FDA may recommend actions that the applicant might take to place the BLA in condition for approval, including requests for additional information or clarification. The FDA may delay or refuse approval of a BLA if applicable regulatory criteria are not satisfied, require additional testing or information and/or require post-marketing testing and surveillance to monitor the safety or efficacy of a product.

If a product is approved, the approval may impose limitations on the uses for which the product may be marketed, may require that warning statements be included in the product labeling, may require that additional studies be conducted following approval as a condition of the approval and may impose restrictions and conditions on product distribution, prescribing or dispensing in the form of a Risk Evaluation and Mitigation Strategy, or REMS, or otherwise limit the scope of any approval. A REMS is a safety strategy to manage a known or potential serious risk associated with a medicine and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. The FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. In most cases, the FDA must approve a BLA supplement or a new BLA before a product may be marketed for other uses or before specific manufacturing or other changes may be made to the approved product. As a condition of approval, the FDA may also require one or more Phase 4 post-market studies and surveillance to further assess and monitor the product's safety and effectiveness after commercialization and may limit further marketing of the product based on the results of these post-marketing studies. Also, product approvals may be withdrawn if compliance with regulatory standards is not maintained or if safety or manufacturing problems occur following initial marketing. In addition, new government requirements may be established that could delay or prevent regulatory approval of our vaccine under development.

Both before and after the FDA approves a product, the manufacturer and the holder or holders of the BLA for the product are subject to comprehensive regulatory oversight. For example, quality control and manufacturing procedures must conform, on an ongoing basis, to cGMP requirements, and the FDA periodically inspects manufacturing facilities to assess compliance with cGMPs. Accordingly, manufacturers must continue to spend time, money and effort to maintain cGMP compliance.

Post-Approval Requirements

Any drug products manufactured or distributed by us or our partners pursuant to FDA approvals will be subject to pervasive and continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the drug, providing the FDA with updated safety and efficacy information, distribution requirements, complying with individual electronic records and signature requirements and complying with FDA promotion and advertising requirements. Once approval is granted, the FDA may withdraw the approval if compliance with regulatory standards is not maintained or if problems occur after the product reaches the market. After approval, most changes to the approved product, such as adding new indications, specific manufacturing changes and additional labeling claims, are subject to further FDA review and approval. Biologic manufacturers, their subcontractors and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and certain state agencies and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP regulations and other laws and regulations. Changes to the manufacturing process are strictly regulated and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

Discovery of previously unknown problems, including adverse events of unanticipated severity or frequency, or the failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant or manufacturer to administrative or judicial civil or criminal sanctions and adverse publicity. FDA sanctions could include refusal to approve pending applications, withdrawal or suspension of an approval or license, clinical holds, warning or untitled letters, product recalls, product seizures, safety alerts, Dear Healthcare Provider letters, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, mandated corrective advertising or communications with doctors, debarment, restitution, disgorgement of profits, consent decrees or civil or criminal penalties.

The FDA strictly regulates labeling, advertising, promotion and other types of information on products that are placed on the market and imposes requirements and restrictions on drug manufacturers, such as those related to direct-to-consumer advertising, the prohibition on promoting products for uses or inpatient populations that are not described in the product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities and promotional activities involving the internet. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Such off-label uses are common across medical specialties. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict the manufacturer's communications on the subject of off-label use of their products.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including biological products, are required to register and disclose certain clinical trial information on clinicaltrials.gov. Information related to the product, patient population, phase of the investigation, trial sites and investigators and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to discuss the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed in certain circumstances for up to two years after the date of completion of the trial. Competitors may use this publicly available information to gain knowledge regarding the progress of development programs.

Additional Controls for Biologics

To help reduce the increased risk of the introduction of adventitious agents, the PHS Act emphasizes the importance of manufacturing controls for products whose attributes cannot be precisely defined. The PHS Act also provides authority to the FDA to immediately suspend licenses in situations where there exists a danger to public health, to prepare or procure products in the event of shortages and critical public health needs, and to authorize the creation and enforcement of regulations to prevent the introduction or spread of communicable diseases in the United States and between states.

After a BLA is approved, the product will also be subject to official lot release as a condition of approval. As part of the manufacturing process, the manufacturer is required to perform specific tests on each lot of the product before it is released for distribution. If the product is subject to an official release by the FDA, the manufacturer submits samples of each lot of product to the FDA together with a release protocol showing a summary of the history of the manufacture of the lot and the results of all the manufacturer's tests performed on the lot. The FDA may also perform specific confirmatory tests on lots of some products, such as vaccines, before releasing the lots for distribution by the manufacturer. In addition, the FDA conducts laboratory research related to the regulatory standards on the safety, purity, potency and effectiveness of biological products. As with drugs, after approval of biologics, manufacturers must address any safety issues that arise, are subject to recalls or a halt in manufacturing and are subject to periodic inspection after approval.

Expedited Development and Review Programs

A sponsor may seek approval of its vaccine candidate under programs designed to accelerate the FDA's review and approval of new drugs and biological products that meet certain criteria. Specifically, new drugs and biological products are eligible for fast-track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. For a fast-track product, the FDA may consider sections of the BLA for review on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the application, the FDA agrees to accept sections of the application and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the application. A fast-track designated vaccine candidate may also qualify for priority review, under which the FDA sets the target date for FDA action on the BLA at six months after the FDA accepts the application for filing. Priority review is granted when there is evidence that the proposed product would be a significant improvement in the safety or effectiveness of the treatment, diagnosis or prevention of a serious disease or condition. If criteria are not met for priority review, the application is subject to the standard FDA review period of 10 months after FDA accepts the application for filing. Priority review designation does not change the scientific/medical standard for approval or the quality of evidence necessary to support approval.

Under the accelerated approval program, the FDA may approve a BLA on the basis of either a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity or prevalence of the condition and the availability or lack of alternative treatments. Post-marketing studies or completion of ongoing studies after marketing approval are generally required to verify the biologic's clinical benefit in relationship to the surrogate endpoint or ultimate outcome in relationship to the clinical benefit. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product. FDA may withdraw approval of a drug or indication approved under accelerated approval if, for example, the confirmatory trial fails to verify the predicted clinical benefit of the product.

In addition, a sponsor may seek FDA designation of its vaccine candidate as a breakthrough therapy if the vaccine candidate is intended to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the therapy may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. If the FDA designates a product as a breakthrough therapy, it may take actions appropriate to expedite the development and review of the application, which may include holding meetings with the sponsor and the review team throughout the development of the therapy; providing timely advice to, and interactive communication with, the sponsor regarding the development of the drug to ensure that the development program to gather the nonclinical and clinical data necessary for approval is as efficient as practicable; involving senior managers and experienced review staff, as appropriate, in a collaborative, cross disciplinary review; assigning a cross-disciplinary project lead for the FDA review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor; and considering alternative clinical trial designs when scientifically appropriate, which may result in smaller trials or more efficient trials that require less time to complete and may minimize the number of patients exposed to a potentially less efficacious treatment. Breakthrough therapy designation comes with all of the benefits of fast-track designation.

Even if a drug or biologic qualifies for one or more of these programs, the FDA may later decide that the drug no longer meets the conditions for qualification or that the time period for FDA review or approval will be shortened.

Biosimilars and Exclusivity

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively, ACA, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009, or BPCIA, which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-licensed reference biological product. The FDA has issued several guidance documents outlining an approach to review and approval of biosimilars. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity and potency, can be shown through analytical studies, animal studies and a clinical trial or trials. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product in any given patient and, for products that are administered multiple times to an individual, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. However, complexities associated with the larger, and often more complex, structures of biological products, as well as the processes by which such products are manufactured, pose significant hurdles to implementation of the abbreviated approval pathway that are still being worked out by the FDA.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing that applicant's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity and potency of its product. The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. A biological product can also obtain pediatric market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

The BPCIA is complex and continues to be interpreted and implemented by the FDA. In addition, government proposals have sought to reduce the 12-year reference product exclusivity period. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. As a result, the ultimate impact and implementation of the BPCIA are subject to significant uncertainty.

United States Healthcare Reform

In the United States, there has been and continues to be, several legislative and regulatory changes and proposed changes regarding the healthcare system that could, among other things, prevent or delay marketing approval, restrict or regulate post-approval activities and affect the profitable sales of our vaccine and monoclonal antibody.

Among policymakers and payors in the United States, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives. For example, in March 2010, the ACA was passed, which substantially changed the way healthcare is financed by both the government and private insurers and significantly impacts the U.S. pharmaceutical industry. The ACA, among other things: (1) increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations; (2) created a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for certain drugs and biologics that are inhaled, infused, instilled, implanted or injected; (3) established an annual, nondeductible fee on any entity that manufactures or imports certain specified branded prescription drugs and biologic agents apportioned among these entities according to their market share in specific government healthcare programs; (4) expanded the eligibility criteria for Medicaid programs; (5) created a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; (6) created a new Medicare Part D coverage gap discount program, in which manufacturers must now agree to offer 70% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D; and (7) established a Center for Medicare & Medicaid Innovation at the Centers for Medicare & Medicaid Services, or CMS, to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drugs.

There have been judicial and political challenges to certain aspects of the ACA. By way of example, the Tax Cuts and Jobs Act of 2017, or the Tax Act, was signed into law and included a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on specific individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the “individual mandate.” The Bipartisan Budget Act of 2018, among other things, amends the ACA, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the “donut hole.” On December 14, 2018, a U.S. District Court Judge in the Northern District of Texas, ruled that the individual mandate is a critical and inseparable feature of the ACA, and therefore, because it was repealed as part of the Tax Act, the remaining provisions of the ACA are invalid as well. Additionally, on December 18, 2019, the U.S. Court of Appeals for the 5th Circuit upheld the District Court ruling that the individual mandate was unconstitutional and remanded the case back to the District Court to determine whether the remaining provisions of the ACA are invalid as well. The U.S. Supreme Court is currently reviewing this case, although it is unclear when a decision will be made. Although the U.S. Supreme Court has yet ruled on the constitutionality of the ACA, on January 28, 2021, President Biden issued an executive order to initiate a special enrollment period from February 15, 2021, through May 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructs certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is also unclear how the Supreme Court ruling, other such litigation and the healthcare reform measures of the Biden administration will impact the ACA and our business.

Other legislative changes have been proposed and adopted since the ACA was enacted. For example, on August 2, 2011, the Budget Control Act of 2011 was signed into law, which, among other things, resulted in aggregate reductions of Medicare payments to providers of 2% per fiscal year, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2030 unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Moreover, there has recently been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for drug products. At the federal level, the Trump administration used several means to propose or implement drug pricing reform, including through federal budget proposals, executive orders and policy initiatives. For example, on July 24, 2020 and September 13, 2020, President Trump announced several executive orders related to prescription drug pricing that seek to implement several of the administration’s proposals. As a result, the FDA also released a final rule on September 24, 2020 providing guidance for states to build and submit importation plans for drugs from Canada. Further, on November 20, 2020, HHS finalized a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The implementation of the rule has been delayed by the Biden administration from January 1, 2022 to January 1, 2023 in response to ongoing litigation. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers, the implementation of which have also been delayed pending review by the Biden administration until March 22, 2021. On November 20, 2020, CMS issued an interim final rule implementing President Trump’s Most Favored Nation executive order, which would tie Medicare Part B payments for certain physician-administered drugs to the lowest price paid in other economically advanced countries, effective January 1, 2021. On December 28, 2020, the United States District Court in Northern California issued a nationwide preliminary injunction against implementation of the interim final rule. However, it is unclear whether the Biden administration will work to reverse these measures or pursue similar policy initiatives. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on specific product access and marketing cost disclosure and transparency measures and, in some cases, designed to encourage importation from other countries and bulk purchasing. Further, it is possible that additional government action is taken in response to the COVID-19 pandemic.

Federal and state healthcare laws and regulations restrict certain business practices in the biopharmaceutical industry, including anti-kickback and false claims laws and regulations, data privacy and security laws and regulations and transparency laws and regulations.

The federal Anti-Kickback Statute prohibits, among other things, individuals or entities from knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, overtly or covertly, in cash or in-kind to induce or in return for purchasing, leasing, ordering or arranging for or recommending the purchase, lease or order of any item or service reimbursable under Medicare, Medicaid or other federal healthcare programs. A person or entity does not need to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation.

The federal civil and criminal false claims laws, including the civil False Claims Act, and civil monetary penalties laws, prohibit, among other things, any individual or entity from knowingly presenting, or causing to be presented, a false claim for payment to the federal government or knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government. Private individuals, commonly known as “whistleblowers,” can bring civil False Claims Act qui tam actions, on behalf of the government and such individuals and may share in amounts paid by the entity to the government in recovery or settlement. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act.

The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, created additional federal civil and criminal statutes that prohibit, among other things, knowingly and willfully executing a scheme to defraud any healthcare benefit program. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. In addition, HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, imposes specific requirements relating to the privacy, security and transmission of protected health information on HIPAA covered entities, which include certain healthcare providers, health plans and healthcare clearinghouses and their business associates and covered subcontractors who conduct certain activities for or on their behalf involving protected health information on their behalf.

The federal Physician Payments Sunshine Act requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children’s Health Insurance Program, with specific exceptions, to report annually to CMS information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, and applicable manufacturers and applicable group purchasing organizations to report annually to CMS ownership and investment interests held by physicians and their immediate family members. Beginning in 2022, applicable manufacturers also will be required to report payments or other transfers of value made to physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists, anesthesiologist assistants and certified nurse midwives during the previous year.

Similar state, local and foreign healthcare laws and regulations may also restrict business practices in the pharmaceutical industry, such as state anti-kickback and false claims laws, which may apply to business practices, including but not limited to, research, distribution, sales and marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, or by patients themselves; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information or which require tracking gifts and other remuneration and items of value provided to physicians, other healthcare providers and entities; state and local laws that require the registration of pharmaceutical sales representatives; and state and local laws governing the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Efforts to ensure compliance with applicable healthcare laws and regulations can involve substantial costs. Violations of healthcare laws can result in significant penalties, including the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, individual imprisonment, possible exclusion from participation in Medicare, Medicaid and other U.S. healthcare programs, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and curtailment or restructuring of operations.

Foreign Regulation

In addition to regulations in the United States, we expect to be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our vaccine. Whether or not we obtain FDA approval for a vaccine candidate, we must obtain approval from the comparable regulatory authorities of foreign countries or economic areas, such as the European Union, before we may commence clinical trials or market products in those countries or areas. The approval process and requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from place to place, and the time may be longer or shorter than that required for FDA approval.

Certain countries outside of the United States have a process that requires the submission of a clinical trial application, much like an IND prior to the commencement of human clinical trials. In Europe, for example, a clinical trial application, or CTA, must be submitted to the competent national health authority and to independent ethics committees in each country in which a company intends to conduct clinical trials. Once the CTA is approved in accordance with a country's requirements, clinical trial development may proceed in that country. In all cases, the clinical trials must be conducted in accordance with GCPs and other applicable regulatory requirements.

The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical trials are conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

Under European Union regulatory systems, a company may submit marketing authorization applications either under a centralized or decentralized procedure. The centralized procedure is compulsory for medicinal products produced by biotechnology or those medicinal products containing new active substances for specific indications such as the treatment of AIDS, cancer, neurodegenerative disorders, diabetes, viral diseases and designated orphan medicines, and optional for other medicines which are highly innovative. Under the centralized procedure, a marketing application is submitted to the European Medicines Agency, or EMA, where it will be evaluated by the Committee for Medicinal Products for Human Use, and a favorable opinion typically results in the grant by the European Commission of a single marketing authorization that is valid for all European Union member states within 67 days of receipt of the opinion. The initial marketing authorization is valid for five years, but once renewed is usually valid for an unlimited period.

To market a medicinal product in the European Economic Area, or EEA, (which is comprised of the 28 Member States of the EU plus Norway, Iceland and Liechtenstein), we must obtain a Marketing Authorization, or MA. There are two types of marketing authorizations:

- The Community MA, which is issued by the European Commission through the Centralized Procedure, based on the opinion of the Committee for Medicinal Products for Human Use of the EMA, and which is valid throughout the entire territory of the European Economic Area, or EEA. The Centralized Procedure is mandatory for certain types of products, such as biotechnology medicinal products, orphan medicinal products, advanced therapy products and medicinal products containing a new active substance indicated for the treatment certain diseases, such as AIDS, cancer, neurodegenerative disorders, diabetes, autoimmune and viral diseases. The Centralized Procedure is optional for products containing a new active substance not yet authorized in the EEA, or for products that constitute a significant therapeutic, scientific or technical innovation or which are in the interest of public health in the EU; and
- National MAs, which are issued by the competent authorities of the Member States of the EEA and only cover their respective territory, are available for products not falling within the mandatory scope of the Centralized Procedure. Where a product has already been authorized for marketing in a Member State of the EEA, this National MA can be recognized in another Member State through the Mutual Recognition Procedure. If the product has not received a National MA in any Member State at the time of application, it can be approved simultaneously in the various Member States through the Decentralized Procedure.

Under the above-described procedures, before granting the MA, the EMA, or the competent authorities of the Member States of the EEA make an assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy. If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Additional Regulation

We are also subject to regulation under the Occupational Safety and Health Act, the Environmental Protection Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act and other present and potential federal, state or local regulations. These and other laws govern our use, handling and disposal of various biological and chemical substances used in, and waste generated by our operations. Our research and development involve the controlled use of hazardous materials, chemicals, bacteria and viruses. Although we believe that our safety procedures for handling and disposing of such materials comply with the standards prescribed by state and federal regulations, the risk of accidental contamination or injury from these materials cannot be completely eliminated. In the event of such an accident, we could be held liable for any damages that result and any such liability could exceed our resources.

There have been a number of federal and state proposals during the last few years regarding the pricing of pharmaceutical and biological products, government control and other changes to the healthcare system of the United States. It is uncertain what legislative proposals will be adopted or what actions federal, state or private payers for medical goods and services may take in response to any healthcare reform proposals or legislation. We cannot predict the effect medical, or healthcare reforms may have on our business, and no assurance can be given that any such reforms will not have a material adverse effect.

Privacy and Data Protection Laws

We are also subject to laws and regulations in non-U.S. countries covering data privacy and the protection of health-related and other personal information. EU member states and other jurisdictions have adopted data protection laws and regulations, which impose significant compliance obligations. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure, processing and security of personal information that identifies or may be used to identify an individual, such as names, contact information and sensitive personal data such as health data. These laws and regulations are subject to frequent revisions and differing interpretations and have generally become more stringent over time.

As of May 25, 2018, Regulation 2016/676, known as the General Data Protection Regulation, or GDPR, replaced the Data Protection Directive with respect to the processing of personal data in the European Union. The GDPR imposes many requirements for controllers and processors of personal data, including, for example, higher standards for obtaining consent from individuals to process their personal data, more robust disclosures to individuals and a strengthened individual data rights regime, shortened timelines for data breach notifications, limitations on retention and secondary use of information, increased requirements pertaining to health data and pseudonymized (i.e., key-coded) data and additional obligations when we contract third-party processors in connection with the processing of the personal data. The GDPR allows EU member states to make new laws and regulations further limiting the processing of genetic, biometric, or health data. Failure to comply with the requirements of GDPR and the applicable national data protection laws of the EU member states may result in fines of up to €20,000,000 or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher, and other administrative penalties.

Employees and Human Capital

We currently have three officers and do not intend to have any full-time employees prior to the completion of the IPO. Members of our management team intend to devote as much of their time as they deem reasonably necessary to our affairs. The management team works with the Compensation Committee to design and implement incentive compensation programs that are designed to allow Alopexx to attract, develop and retain personnel. We currently do not have any full-time officers or employees dedicated solely to human resources.

Properties and Facilities

We currently maintain our executive offices at 186 Alewife Brook Pkwy #1068, Cambridge, MA 02138, and our telephone number is 617-780-1598. We consider our current office space adequate for our current operations.

Legal Proceedings

We are not currently subject to any legal proceedings. From time to time, we may be involved in legal proceedings or subject to claims incident to the ordinary course of business. Regardless of the outcome, such proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained.

MANAGEMENT

Directors, Director Nominees and Executive Officers

Our directors, director nominees and officers are as follows:

Name	Age	Position
Executive Officers		
Daniel R Vlock, MD	69	President, Chief Executive Officer and Director
Thomas T. Thomas	64	Chief Financial Officer
Gerald B. Pier, PhD	70	Chief Scientific Officer
William W. Chin, MD	74	Senior Strategic Advisor, Director
Christine de los Reyes, PharmD, MBA	68	Chief Business Officer, Chief Commercialization Officer
Non-Employee Directors		
Gail H. Cassell, PhD	75	Director Nominee
Richard Cohen ¹	70	Director Nominee
Peter Honig, MD, MPH	65	Director Nominee
Ann MacDougall ^{2, 3}	68	Director Nominee
Peter J. Werth	83	Director

(1) Chair of the audit committee.

(2) Chair of the compensation committee.

(3) Chair of the nominating and governance committee.

Executive Officers and Directors

Daniel R. Vlock, MD – Co-Founder, Chief Executive Officer, Board Member

Dr. Vlock brings extensive pharmaceutical industry and academic experience in pharmaceutical drug development. As CEO of Alopexx Pharmaceuticals (founded in 2006), he and co-founder Dr. Gerald Pier developed F598, a human monoclonal antibody directed against *S. aureus*. Vaccine AV0328 was also developed by Drs. Vlock and Pier. Dr. Vlock has held his current position in Alopexx since 2021 and he has held similar positions in Alopexx's predecessor companies.

Previously, Dr. Vlock held senior-level medical and research positions at GPC Biotech, Inc. (2004 to 2005), Pharmacia Corporation (2002 to 2004), Ethicon Endo-Surgery (1999 to 2002) (a subsidiary of Johnson & Johnson Company), and Boehringer Ingelheim Pharmaceuticals, Inc. (1996 to 1999), where he was involved in the development of numerous oncology drugs, medical devices and drug-device combinations. While at Pharmacia he ran the Celebrex Oncology Group. While at other companies he ran programs which successfully developed and introduced monoclonal antibodies into clinical trials. Prior to moving to industry, Dr. Vlock was on the faculty at Harvard Medical School, University of Pittsburgh School of Medicine and Yale University School of Medicine, where he led laboratory and clinical programs in tumor immunology.

Dr. Vlock received his A.B. from Cornell University and an M.D. from Baylor College of Medicine. He completed a research fellowship in clinical immunology at Baylor College of Medicine, an internship and medical residency at Temple University Hospital and a senior medical residency and fellowship in medical oncology at Yale New Haven Hospital.

Dr. Vlock's qualifications to serve on the board include his (i) familiarity with the Company and its business; (ii) experience in the industry, and (iii) his academic experience in medicine, immunotherapy and clinical studies .

Thomas T. Thomas – Chief Financial Officer

Thomas T. Thomas, our CFO, has over 30 years of experience as a financial executive, consultant and entrepreneur in biotechnology, packaged goods, wine production, financial services and non-profit organizations. Since 2016, Thomas has served as an Independent Director on the Board of Opiant Pharmaceuticals (NASDAQ: OPNT) as Chairman of the Audit Committee and as a member of the Compensation Committee and has served on its Nomination and Governance Committee. He is the former Interim Chief Executive Officer of the Stupski Foundation (2009 to 2010). He joined the foundation in 2009 as its Chief Financial Officer and in 2010 was promoted to Chief Operating Officer and subsequently asked to serve as the Foundation's interim CEO.

Prior to joining the Stupski Foundation, Thomas spent twelve years (1994 to 2006) at Genentech, Inc, a bio-pharmaceutical company, in various financial roles serving as the company's Corporate Treasurer from 2001 through 2006. His executive responsibilities included Treasury Operations and Investments, Corporate Finance, Global Procurement, Enterprise Risk Management and Insurance, Business Continuity and Real Estate. As Treasurer, he led Genentech's Corporate Investment Program, implemented and led an Enterprise Risk Management program to holistically assess and mitigate company risks, partnered with Business Development in the financing of Genentech's Drug Collaborations and also executed large corporate transactions in support of Genentech's growth, including a \$2 billion global public debt offering and the financing and construction of Genentech's 870,000 sq. ft. South Campus Research Center Expansion.

Earlier in his career, Thomas was a Manager of Financial Strategy with Del Monte Foods from 1990 to 1994, and he began his career at GE Capital Corporation from 1988 to 1989, as an Analyst in the Corporate Finance Group, which focused on leveraged buyouts and bankruptcy financing for public and private corporations.

From 2018 – 2021, Thomas served on the Board of Advisors for Symthera, LTD, a private preclinical biotechnology company. Thomas has also served on the boards of the Cancer Prevention Institute of California, San Francisco Security Analysts and Hospitality House. Since 2013, has served as a Mentor in the Ivy Exec Mentor Network.

Thomas is a Chartered Financial Analyst (CFA). He received his MBA from the University of Cincinnati College of Business, where he was a Graduate Fellow, and he has a Bachelor of Music in Voice Performance from the University of Cincinnati College-Conservatory of Music.

Gerald B. Pier, PhD – Co-Founder, Chief Scientific Officer, Chair Scientific Advisory Board

Dr. Pier's research interests focus on the definition of protective immune mechanisms relevant to microbial infections that can lead to the development of vaccines and passive immunotherapies, along with basic studies on mechanisms whereby bacterial pathogens cause infections. His laboratory was responsible for the development and pre-clinical assessment of both the vaccine targeting PNAG and monoclonal antibody F598, the antibody being developed by Alopexx. Dr. Pier has held his current position in Alopexx since 2021 and he has held similar positions in Alopexx's predecessor companies.

He has over 330 peer-reviewed publications and more than 30 patents. He has had multiple successful partnerships with pharmaceutical companies that were an outgrowth of his research. His laboratory developed the synthetic PNAG-conjugate vaccine that Alopexx has brought to Phase 1 trials and has produced panels of fully human monoclonal antibodies derived originally from circulating B cells of vaccinated or infected individuals. These have been in phase 1 and 2 trials for use in passive therapy against *Pseudomonas aeruginosa* and the broad range of pathogens that express the PNAG antigen.

Dr. Pier received his B.S. from University of the Pacific and a Ph.D. in Microbiology from the University of California, Berkeley. After completing a post-doctoral Fellowship in Infectious Diseases at Walter Reed Army Institute of Research in 1978 he joined the faculty at Harvard Medical School, where he currently is a Professor of Medicine in the fields of Microbiology and Immunology.

William Chin, MD – Strategic Advisor and Director

Dr. Chin is the Bertarelli Professor of Translational Medical Science and Professor of Medicine Emeritus at Harvard Medical School. He is currently advising a number of startup biotech companies and serves on the Boards of Regenacy Pharmaceuticals and Deck Therapeutics. Dr. Chin has been a Director of Alopexx since June 2021.

He was EVP, Science and Regulatory Advocacy, and CMO at the Pharmaceutical Research and Manufacturers of America (PhRMA) (2013 to 2018), where he led PhRMA's efforts in science and regulatory advocacy in the drug discovery and development ecosystem. Prior to PhRMA, he was the Executive Dean for Research at Harvard Medical School (2010 to 2013). Before that, he was at Eli Lilly and Company, last as Senior Vice President for Discovery Research and Clinical Investigation.

Dr. Chin is a Harvard-trained endocrinologist and longstanding faculty member with an extensive bibliography of over 300 papers, chapters and books. During his more than 25 years on the Harvard Medical School faculty, he was Chief of the Genetics Division in the Department of Medicine at the Brigham and Women's Hospital, a Howard Hughes Medical Institute investigator and Professor of Medicine.

As a pioneering molecular endocrinologist, Dr. Chin embraced the early use of emerging DNA technology to make important discoveries regarding the structure, function and regulation of hormone genes. He has been honored with numerous awards for research, mentorship and leadership. He received his A.B. in chemistry from Columbia University and his M.D. from Harvard Medical School.

Dr. Chin's qualifications to serve on the board include his (i) domain expertise and (ii) management experience in both industry and academics.

Christine de los Reyes, Pharm.D. – CBO/CCO

Christine de los Reyes has over 30 years of pharmaceutical experience and most recently was founder and Managing Director of Biotech Partnering Solutions (2007 to present), a business development consulting firm that advises life science companies on partnering strategy, search for potential partners, coordination of technical evaluation and due diligence, deal structure and transaction negotiation. In this capacity, she has had numerous clients and executed several licensing transactions. Christine also spent 12 years on the advisory board of the Neurotechnology Industry Organization, a non-profit trade association that represents companies involved in neuroscience, academic neuroscience research centers and brain-illness advocacy groups. Dr. Reyes has been the Chief Business Officer/Chief Commercial Officer for Alopexx since June 2021.

Prior to starting her own company, she was Executive Director of Licensing & Development at Pfizer (1995 to 2007), where she spent twelve years in its business development group with a focus on in-licensing in several therapeutic areas including neuroscience, infectious diseases, immunology, dermatology, and ophthalmology. Christine also held senior positions in Pfizer's US and International medical and marketing groups for six years.

Prior to working at Pfizer, she was an Associate Professor at The University of Texas, College of Pharmacy.

Ms. de los Reyes received her Doctorate in Clinical Pharmacy at the University of Texas, her MBA at St. Joseph's University and a Bachelor of Science at Wayne State University.

Peter J. Werth – Director

Mr. Werth is Founder and CEO of ChemWerth Inc., a privately held Connecticut-based corporation founded in 1982. ChemWerth Inc. is a full-service generic drug development and supply company providing high quality Active Pharmaceutical Ingredients to regulated markets worldwide. Through exclusive development and partnerships with API manufacturers, ChemWerth Inc. provides expertise in product selection and development, analytical and regulatory services, and strong project management to ensure the highest standards of quality.

Mr. Werth began his career working on the chemical side of the generic drug business in 1975 in the areas of Research and Development as well as Sales and Marketing. From 1965 to 1975, he worked in Research and Development for Upjohn Pharmaceuticals, now Pfizer. Prior to starting ChemWerth he was with Ganes Chemicals, a subsidiary of Siegfried Chemicals, where he was Vice President of Sales and Marketing for their U.S. operations.

Mr. Werth envisioned the ability to develop and implement a successful business model for project selection, which he believed was the heart of a successful generic company. Following this business model, ChemWerth has successfully introduced over 130 generic APIs.

Mr. Werth earned a BS degree in Chemistry and Math from Fort Hays State University and a MS degree in Organic Chemistry from Stanford University.

Mr. Werth's qualifications to serve on the board include his extensive industry experience, particularly relating to drug product development and implementation.

Director Nominees

Four additional individuals have agreed to serve on our board of directors as independent directors following the completion of this offering.

Gail H. Cassell, Ph.D., D.Sc. (Hon.) - Director Nominee

Dr. Cassell is Senior Lecturer, Department of Global Health and Social Medicine, Harvard Medical School. She is a member of the National Academy of Medicine (NAM) of the National Academy of Sciences, served two terms on the governing board and founded the Forum on Drug Discovery, Development and Translation. She is former Vice President for Scientific Affairs and Distinguished Lilly Research Scholar of Infectious Diseases and former Vice President for Infectious Diseases Drug Discovery and Development of Eli Lilly and Company. Prior to moving to Lilly in 1997, Dr. Cassell was the Charles H. McCauley Professor and Chair of the Department of Microbiology at the University of Alabama Schools of Medicine and Dentistry at Birmingham, a department which ranked first in research funding from the National Institutes of Health (NIH) during the decade of her leadership. She obtained her B.S. from the University of Alabama in Tuscaloosa and in 1993 was selected by that institution as one of the top 31 female graduates of the Centennial following the admission of the first female to the University in 1893. She obtained her Ph.D. in Microbiology from the University of Alabama at Birmingham and was selected as its 2003 Distinguished Alumnus. She is a past President of the American Society for Microbiology and is currently serving her second elected term on the Board of Governors of the American Academy of Microbiology.

Dr. Cassell is an elected lifetime member of the U.S. Council on Foreign Relations. She was named to the original Board of Scientific Councilors of the Center for Infectious Diseases, Centers for Disease Control (CDC) and served as Chair of the Board. She has served on the Advisory Board of the Director of NIH, Director of CDC, and the Secretary of Health and Human Services Advisory Council of Public Health Preparedness, the Food and Drug Administration's (FDA) Science Board, the Advisory Committee to the Commissioner. She was a member of the NIH Science Management Board and Advisory Councils of the National Institute of Allergy and Infectious Diseases and the Fogarty International Center of NIH. For two decades she was a member of the Steering Committee of the U.S.-Japan Cooperative Medical Sciences Program responsible for advising the respective governments on joint research agendas, (U.S. State Department/Japan Ministry of Foreign Affairs). She was instrumental in establishment of the U.S./Russia Cooperative Medical Sciences and Training Program under the Bilateral Presidential Commission in 2009 which was a collaboration involving NIH, the US National Academy of Sciences, the Russian Academy of Sciences, and the Russian Academy of Medical Sciences. In 2012, the American Society for Microbiology and the Federation of European Microbiology Societies established the Mäkelä-Cassell Exchange Program for pioneering international engagement for young scientists.

She has served on several editorial boards of scientific journals and has authored over 350 articles and book chapters. She has received national and international awards for her research in infectious diseases, including: two honorary degrees; the CDC Honor Award in Public Health for exceptional leadership and contributions in the development and implementation of CDC's Emerging Infectious Disease Plan 1997; a Citation from the FDA Commissioner for her role as Chair of the review of science and technology at the FDA and the Report FDA: Science and Mission at Risk 2008.

Dr. Cassell's qualifications to serve on the board include (i) her scientific expertise in microbiology and (ii) extensive industry and business experience in developing anti-infectives.

Richard Cohen – Director Nominee

Mr. Cohen has been the President of Richard M Cohen Consultants since 1996, a company providing financial consulting services to both public and private companies. From March 2012 to July 2015, he was the Founder and Managing Partner of Chord Advisors, a firm providing outsourced CFO services to both public and private companies. From May 2012 to August 2013, he was the Interim CEO and member of the Board of Directors of CorMedix Inc. (NYSE: CRMD) a biotech firm developing a catheter lock solution and its successful obtaining of a CE mark in Europe. From July 2008 to August 2012, Mr. Cohen was a member of the Board and Chair of the Audit Committee of Rodman and Renshaw, a publicly traded (NASDAQ: RODM) investment banking firm.

From 2006 to the present, he is a member of the Board and the Chair of the Audit Committee of privately held Helix BioMedix currently developing a topical cream to combat skin lesions and cancers in young children. From September 2018 to the present, Mr. Cohen is member of the Board and Audit Chair for Ondas a publicly traded cyber security firm. Mr. Cohen holds a BS with honors from the University of Pennsylvania (Wharton), an MBA from Stanford University and a CPA from New York State.

Mr. Cohen's qualifications to serve on the board include (i) his extensive CFO services experience and (ii) extensive experience serving as a director and Audit Chair of other publicly traded companies.

Peter Honig, MD, MPH - Director Nominee

Dr. Honig is an experienced leader in the strategic and tactical aspects of drug and vaccine development with expertise in clinical pharmacology, clinical program and clinical trial design, compliance, medical product safety, and medical product regulation. He joined Pfizer in 2014, recently retired from Pfizer in mid-2021, and assumed responsibility for Worldwide Safety and Regulatory Affairs. Since 2019, he also had responsibility for the Pfizer China and Japan drug development organizations. Prior to joining Pfizer, he held senior leadership positions at AstraZeneca and Merck Research Laboratories including oversight for clinical operations and preclinical drug safety.

Prior to joining industry, Dr. Honig founded and was the first Director of the Office of Drug Safety in the Food and Drug Administration's (FDA) Center for Drug Evaluation and Research (CDER). Dr. Honig joined CDER as a medical officer in the Division of Oncology and Pulmonary Drug Products in 1993 and held a supervisory position in the Office of New Drugs.

Dr. Honig has been the PhRMA representative to the International Conference on Harmonization (ICH) Steering Committee since 2003 and, past member of the MedDRA Management Board, and current co-chair of the ICH New Topics Selection Subcommittee. He was a member of the Executive Steering Committee of the FNIH Biomarkers Consortium and is currently a on the DIA Board of Directors.

He received his baccalaureate, medical and public health degrees from Columbia University in New York. He has postgraduate training and is board-certified in internal medicine and clinical pharmacology and has authored numerous peer reviewed publications and book chapters. Dr. Honig has been an Associate Editor of Clinical Pharmacology and Therapeutics since 2010.

Dr. Honig's qualifications to serve on the board include his extensive regulatory and drug safety experience in the approval multiple drugs.

Ann MacDougall, JD – Director Nominee

Ms. MacDougall has more than 20 years of service with public and private boards as member, advisor and executive management.

Previously, she served as a PwC partner (1994 - 2007), including as US General Counsel and member of the 10-person US Management Committee. After a stint in Paris as PwC's Global Deputy General Counsel, she shifted her focus away from law, first as Chief Operating Officer of Acumen Fund (2007 - 2012), a global impact investment fund focused on goods and services for low-income consumers, then as President of Encore.org (2014 - 2017), a national non-profit that promotes second act careers.

Currently she serves as a board director of Opiant Pharmaceuticals, Inc. (NASDAQ: OPNT), a public company focused on addiction and overdose, where she chairs the Compensation Committee, serves on the Governance and Nominations Committee and has served on the Audit Committee. She is also on the board of Atmos XR, a private IOT technology company. In 2020, she completed her service as Interim Chair of the Board at Progenics Pharmaceuticals, Inc., a public company focused on cancer detection and diagnosis. She is an advisor to Nuvo Assets Inc, a rare earths and metals company and is on the Investment Committee of the Builders Fund.

In her volunteer capacity, Ann serves on the Audit Committee of the Lycée Français de New York and as board member and Governance Committee chair of Strong Minds, a non-profit tackling mental illness in Africa. She is on the Advisory Boards of Global Citizen Year, a U.S. education non-profit, Equality Now, a global women's rights non-organization, The Harvard Advanced Leadership Coalition, and the Global Leadership Council of the World Research Institute, a sustainability research group working with governments and large companies across the world.

Ms. MacDougall's qualifications to serve on the board include (i) her management, operational, governance, Environment, Social and Governance and legal experience and (ii) her prior experience on the boards and governance, audit and compensation committees/pharmaceutical companies.

Number and Terms of Office of Officers and Directors

Upon the effectiveness of the registration statement of which this prospectus forms a part, we expect that our board of directors will consist of seven members. Our board of directors will be divided into three classes with only one class of directors being elected in each year and each class (except for those directors appointed prior to our first annual meeting of stockholders) serving a three-year term. The term of office of the first class of directors, consisting of William Chin, will expire at our first annual meeting of stockholders. The term of office of the second class of directors, consisting of Peter Werth, Richard Cohen and Gail Cassell will expire at the second annual meeting of stockholders. The term of office of the third class of directors, consisting of Daniel Vlock, Peter Honig and Ann MacDougall will expire at the third annual meeting of stockholders.

In accordance with Nasdaq corporate governance requirements, we are not required to hold an annual meeting until one year after our first fiscal year end following our listing on Nasdaq. Subject to any other special rights applicable to the stockholders, any vacancies on our board of directors may be filled by the affirmative vote of a majority of the directors present or by a majority of the holders of our founder shares.

Our officers are appointed by the board of directors and serve at the discretion of the board of directors, rather than for specific terms of office. Our board of directors is authorized to appoint persons to the offices set forth in our bylaws as it deems appropriate. Our bylaws will provide that our officers may consist of a Chief Executive Officer, a President, a Chief Financial Officer, Vice Presidents, a Secretary, Assistant Secretaries, a Treasurer, Assistant Treasurers and such other offices as may be determined by the board of directors.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes. The division of our board of directors into multiple classes with staggered terms may delay or prevent a change of our management or a change in control.

Director Independence

Upon completion of this offering, our independent directors will be the following:

Name	Position
Gail H. Cassell, PhD	Director Nominee
Richard Cohen	Director Nominee, Audit Committee Chair
Peter Honig, MD, MPH	Director Nominee
Ann MacDougall	Director Nominee, Compensation Committee Chair, Nominating and Corporate Governance Committee Chair

Nasdaq listing standards require that a majority of our board of directors be independent. An "independent director" is defined generally as a person other than an officer or employee of the company or its subsidiaries or any other individual having a relationship which in the opinion of the company's board of directors, would interfere with the director's exercise of independent judgment in carrying out the responsibilities of a director. Our audit committee will be entirely composed of independent directors meeting Nasdaq's additional requirements applicable to members of the audit committee. Our independent directors will have regularly scheduled meetings at which only independent directors are present.

Executive Officer and Director Compensation

After the completion of this offering, directors or members of our management team may be paid consulting or management fees or other compensation.

We are not party to any agreements with our executive officers and directors that provide for benefits upon termination of employment.

Committees of the Board of Directors

Our board of directors will have two standing committees: an audit committee and a compensation committee. Subject to phase-in rules and a limited exception, Nasdaq rules and Rule 10A-3 of the Exchange Act require that the audit committee of a listed company be comprised solely of independent directors, and Nasdaq rules require that the compensation committee of a listed company be comprised solely of independent directors.

Audit Committee

Upon the effectiveness of the registration statement of which this prospectus forms a part, we will establish an audit committee of the board of directors. Under the Nasdaq listing standards and applicable SEC rules, we are required to have at least three members of the audit committee, all of whom must be independent. Our audit committee will be chaired by Richard Cohen and its other members will be Ann MacDougall and Peter Honig. Our board of directors will confirm that audit committee members are independent under the Nasdaq listing standards and applicable SEC rules.

Each member of the audit committee will be financially literate. Mr. Cohen qualifies as an “audit committee financial expert” as defined in applicable SEC rules and has accounting or related financial management expertise. We will adopt an audit committee charter, which will detail the purpose and principal functions of the audit committee, including:

- assisting board oversight of (1) the integrity of our financial statements, (2) our compliance with legal and regulatory requirements, (3) our independent auditor’s qualifications and independence, and (4) the performance of our internal audit function and independent auditors;
- reviewing the appointment, compensation, retention, replacement, and oversight of the work of the independent auditors and any other independent registered public accounting firm engaged by us;
- pre-approving all audit and non-audit services to be provided by the independent auditors or any other registered public accounting firm engaged by us, and establishing pre-approval policies and procedures;
- reviewing and discussing with the independent auditors all relationships the auditors have with us in order to evaluate their continued independence;
- setting clear hiring policies for employees or former employees of the independent auditors;
- setting clear policies for audit partner rotation in compliance with applicable laws and regulations;
- obtaining and reviewing a report, at least annually, from the independent auditors describing (1) the independent auditor’s internal quality-control procedures and (2) any material issues raised by the most recent internal quality-control review, or peer review, of the audit firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years respecting one or more independent audits carried out by the firm and any steps taken to deal with such issues;

- meeting to review and discuss our annual audited financial statements and quarterly financial statements with management and the independent auditor, including reviewing our specific disclosures under “Management’s Discussion and Analysis of Financial Condition and Results of Operations”;
- reviewing and approving any related party transaction required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC prior to us entering into such transaction; and
- reviewing with management, the independent auditors, and our legal advisors, as appropriate, any legal, regulatory or compliance matters, including any correspondence with regulators or government agencies and any employee complaints or published reports that raise material issues regarding our financial statements or accounting policies and any significant changes in accounting standards or rules promulgated by the Financial Accounting Standards Board, the SEC or other regulatory authorities.

Compensation Committee

Upon the effectiveness of the registration statement of which this prospectus forms a part, we will establish a compensation committee of the board of directors. Under the Nasdaq listing standards and applicable SEC rules, we are required to have at least two members of the compensation committee, all of whom must be independent. The Chair of our compensation committee will initially be Ann MacDougall, and the other members will be Richard Cohen and William Chin. Our board of directors will determine that all of our compensation committee members are independent under the Nasdaq listing standards and applicable SEC rules.

We will adopt a compensation committee charter, which will detail the purpose and responsibility of the compensation committee, including:

- reviewing and approving on an annual basis the corporate goals and objectives relevant to our Chief Executive Officer’s compensation, evaluating our Chief Executive Officer’s performance in light of such goals and objectives and determining and approving the remuneration (if any) of our Chief Executive Officer based on such evaluation;
- reviewing and making recommendations to our board of directors with respect to (or approving, if such authority is so delegated by our board of directors) the compensation, and any incentive-compensation and equity-based plans that are subject to board approval of all of our other officers;
- reviewing our executive compensation policies and plans;
- implementing and administering our incentive compensation equity-based remuneration plans;
- assisting management in complying with our proxy statement and annual report disclosure requirements;
- approving all special perquisites, special cash payments and other special compensation and benefit arrangements for our officers and employees;
- producing a report on executive compensation to be included in our annual proxy statement; and
- reviewing, evaluating and recommending changes, if appropriate, to the remuneration for directors.

The charter will also provide that the compensation committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, independent legal counsel or other adviser and will be directly responsible for the appointment, compensation and oversight of the work of any such adviser.

However, before engaging or receiving advice from a compensation consultant, external legal counsel or any other adviser, the compensation committee will consider the independence of each such adviser, including the factors required by Nasdaq and the SEC.

Nominating and Governance Committee

Our nominating and corporate governance committee will consist of three members. The chair of our nominating and corporate governance committee will be Ann MacDougall, and the other members will be Richard Cohen and Gail Cassell. Our board of directors has determined that each member of the nominating and corporate governance committee is independent under the listing standards of Nasdaq.

Specific responsibilities of our nominating and corporate governance committee include:

- identifying and evaluating candidates, including the nomination of incumbent directors for reelection and nominees recommended by stockholders, to serve on our board of directors;
- considering and making recommendations to our board of directors regarding the composition and chairmanship of the committees of our board of directors;
- developing and making recommendations to our board of directors regarding corporate governance guidelines and matters; and
- overseeing periodic evaluations of the board of directors' performance, including committees of the board of directors.

We have not formally established any specific, minimum qualifications that must be met or skills that are necessary for directors to possess. In general, in identifying and evaluating nominees for director, the committee considers educational background, diversity of professional experience, knowledge of our business, integrity, professional reputation, independence, wisdom, and the ability to represent the best interests of our stockholders.

Our nominating and corporate governance committee will operate under a written charter, to be effective prior to the closing of this offering, that satisfies the applicable listing standards of Nasdaq.

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. Upon the closing of this offering, our code of business conduct and ethics will be available under the Corporate Governance section of our website at <https://www.alopoexx.com>. In addition, we intend to post on our website all disclosures that are required by law or the listing standards of Nasdaq concerning any amendments to, or waivers from, any provision of the code. The reference to our website address does not constitute incorporation by reference of the information contained at or available through our website, and you should not consider it to be a part of this prospectus.

EXECUTIVE COMPENSATION

Executive officers have not received any employment compensation to date. Following this offering, the Compensation Committee will determine compensation for our principal executive officer and the next two most highly compensated executive officers based on published industry norms.

Corporate Incentive Bonus Plan

We will develop a Corporate Incentive Bonus Plan that provides for the opportunity to earn cash bonuses based on performance against corporate and department goals, subject to the approval of our board of directors or a committee of our board of directors. Each of our named executive officers' target bonus is expressed as a percentage of base salary that can be achieved by meeting corporate goals at target level.

Employment Agreements

We will enter into an employment agreement or offer letter with each of our named executive officers. In addition, each of our named executive officers has executed our standard proprietary information and invention assignment agreement. Any potential payments and benefits due upon a termination of employment or change in control are described and quantified below in the subsection entitled "—Potential Payments upon Termination or Change in Control."

General

Regardless of the manner in which a named executive officer's service terminates, our employment agreements will provide that each named executive officer will be entitled to receive amounts earned during his or her term of service, including unpaid salary and unused vacation.

Equity Awards

From time to time, we may grant equity awards to, or enter into employment or consulting agreements with, certain key employees, including our named executive officers, that provide for accelerated vesting of equity awards in the event such key employee's employment was involuntarily terminated under certain circumstances.

Executive Change in Control and Severance Agreements

In connection with the completion of this offering, we will enter into Executive Change in Control and Severance Agreements with our named executive officers. The agreements provide for severance benefits upon a termination of employment by the Company without "cause" or by the executive for "good reason," each as defined in the agreements, each of which we refer to as a qualifying termination. The severance benefits vary depending on whether the qualifying termination occurs during the period three months prior to and twelve months after a "change in control," as defined in the agreements, which we refer to as the change in control period, or at a time other than during the change in control period.

In the event of a qualifying termination other than during the change in control period, the executive will receive a lump sum severance payment equal to the sum of (a) a number of months of base salary (b) a pro rata target bonus for the year of termination and (c) any bonus earned but not yet paid with respect to the year preceding the qualifying termination. The executive will also receive payment of COBRA premiums for the number of months in the severance period. Receipt of severance benefits is contingent upon the executive entering into a release of claims and allowing it to become effective.

In the event of a qualifying termination during the change in control period, the executive will receive a lump sum severance payment equal to the sum of (a) a number of months of base salary, (b) a multiple of the executive's target bonus for the year of termination and (c) any bonus earned but not yet paid with respect to the year preceding the qualifying termination. The executive will also receive payment of COBRA premiums for the number of months in the severance period and full vesting of all time-based equity awards. The vesting of performance-based equity awards will be based on the provisions of such awards, and we have not yet granted any performance-based equity awards. Receipt of severance benefits is contingent upon the executive entering into a release of claims and allowing it to become effective.

Other Compensation and Benefits

All of our current named executive officers will be eligible to participate in our employee benefit plans, including our medical, dental, vision, life, disability and accidental death and dismemberment insurance plans, in each case on the same basis as all of our other employees. We pay the premiums for the life, disability, accidental death and dismemberment insurance for all of our employees, including our named executive officers. We generally do not provide perquisites or personal benefits to our named executive officers.

Employee Benefit and Stock Plans

The Board will develop equity incentive plans and 401(k) plans, as summarized below. The Plan will provide for the grant of incentive stock options, or ISOs, within the meaning of Section 422 of the Internal Revenue Code, or the Code, to employees, including employees of any parent or subsidiary, and for the grant of non-statutory stock options, or NSOs, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance awards and other forms of awards to employees, directors and consultants, including employees and consultants of our affiliates.

Authorized Shares. Initially, the maximum number of shares of our common stock that may be issued under our Plan after it becomes effective will not exceed shares of our common stock, which is the sum of (i) new shares, plus (ii) an additional number of shares not to exceed.

Plan Administration. Our board of directors, or a duly authorized committee of our board of directors, will administer our Plan and is referred to as the "plan administrator" herein. Our board of directors may also delegate to one or more of our officers the authority to (i) designate employees (other than officers) to receive specified stock awards and (ii) determine the number of shares subject to such stock awards. Under our Plan, our board of directors has the authority to determine award recipients, grant dates, the numbers and types of stock awards to be granted, the applicable fair market value, and the provisions of each stock award, including the period of exercisability and the vesting schedule applicable to a stock award.

Stock Options. ISOs and NSOs are granted under stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for stock options, within the terms and conditions of the Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the Plan vest at the rate specified in the stock option agreement as determined by the plan administrator.

The plan administrator determines the term of stock options granted under the Plan, up to a maximum of 10 years. Unless the terms of an option holder's stock option agreement, or other written agreement between us and the recipient approved by the plan administrator, provide otherwise, if an option holder's service relationship with us or any of our affiliates ceases for any reason other than disability, death or cause, the option holder may generally exercise any vested options for a period of three months following the cessation of service. This period may be extended in the event that exercise of the option is prohibited by applicable securities laws. If an option holder's service relationship with us or any of our affiliates ceases due to death, or an option holder dies within a certain period following cessation of service, the option holder or a beneficiary may generally exercise any vested options for a period of 18 months following the date of death. If an option holder's service relationship with us or any of our affiliates ceases due to disability, the option holder may generally exercise any vested options for a period of 12 months following the cessation of service. In the event of a termination for cause, options generally terminate upon the termination date. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of common stock issued upon the exercise of a stock option will be determined by the plan administrator and may include (i) cash, check, bank draft or money order, (ii) a broker-assisted cashless exercise, (iii) the tender of shares of our common stock previously owned by the option holder, (iv) a net exercise of the option if it is an NSO or (v) other legal consideration approved by the plan administrator.

Unless the plan administrator provides otherwise, options or stock appreciation rights generally are not transferable except by will or the laws of descent and distribution. Subject to approval of the plan administrator or a duly authorized officer, an option may be transferred pursuant to a domestic relations order, official marital settlement agreement or other divorce or separation instrument.

Tax Limitations on ISOs. The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an award holder during any calendar year under all of our stock plans may not exceed \$100,000. Options or portions thereof that exceed such limit will generally be treated as NSOs. No ISO may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our parent or subsidiary corporations unless (i) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant and (ii) the term of the ISO does not exceed five years from the date of grant.

Restricted Stock Unit Awards. Restricted stock unit awards are granted under restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the plan administrator or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Except as otherwise provided in the applicable award agreement, or other written agreement between us and the recipient approved by the plan administrator, restricted stock unit awards that have not vested will be forfeited once the participant's continuous service ends for any reason.

Restricted Stock Awards. Restricted stock awards are granted under restricted stock award agreements adopted by the plan administrator. A restricted stock award may be awarded in consideration for cash, check, bank draft or money order, past or future services to us or any other form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. The plan administrator determines the terms and conditions of restricted stock awards, including vesting and forfeiture terms. If a participant's service relationship with us ends for any reason, we may receive any or all of the shares of common stock held by the participant that have not vested as of the date the participant terminates service with us through a forfeiture condition or a repurchase right.

Stock Appreciation Rights. Stock appreciation rights are granted under stock appreciation right agreements adopted by the plan administrator. The plan administrator determines the purchase price or strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. A stock appreciation right granted under the Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator. Stock appreciation rights may be settled in cash or shares of common stock or in any other form of payment as determined by the Board and specified in the stock appreciation right agreement.

The plan administrator determines the term of stock appreciation rights granted under the Plan, up to a maximum of 10 years. If a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service. This period may be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant or a beneficiary may generally exercise any vested stock appreciation right for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Performance Awards. The Plan permits the grant of performance awards that may be settled in stock, cash or other property. Performance awards may be structured so that the stock or cash will be issued or paid only following the achievement of certain pre-established performance goals during a designated performance period. Performance awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, the common stock.

The performance goals may be based on any measure of performance selected by the board of directors. The performance goals may be based on company-wide performance or performance of one or more business units, divisions, affiliates or business segments, and may be either absolute or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the board of directors at the time the performance award is granted, the board will appropriately make adjustments in the method of calculating the attainment of performance goals as follows: (i) to exclude restructuring and/or other nonrecurring charges; (ii) to exclude exchange rate effects; (iii) to exclude the effects of changes to generally accepted accounting principles; (iv) to exclude the effects of any statutory adjustments to corporate tax rates; (v) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (vi) to exclude the dilutive effects of acquisitions or joint ventures; (vii) to assume that any portion of our business which is divested achieved performance objectives at targeted levels during the balance of a performance period following such divestiture; (viii) to exclude the effect of any change in the outstanding shares of our common stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change or any distributions to common stockholders other than regular cash dividends; (ix) to exclude the effects of stock based compensation and the award of bonuses under our bonus plans; (x) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (xi) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles.

Other Stock Awards. The plan administrator may grant other awards based in whole or in part by reference to our common stock. The plan administrator will set the number of shares under the stock award (or cash equivalent) and all other terms and conditions of such awards.

Non-Employee Director Compensation Limit. The aggregate value of all compensation granted or paid to any non-employee director with respect to any calendar year, including awards granted and cash fees paid by us to such non-employee director, will not exceed \$ in total value; provided that such amount will increase to \$ for the first year for newly appointed or elected non-employee directors.

Changes to Capital Structure. In the event there is a specified type of change in our capital structure, such as a stock split, reverse stock split or recapitalization, appropriate adjustments will be made to (i) the class and maximum number of shares reserved for issuance under the Plan, (ii) the class and maximum number of shares by which the share reserve may increase automatically each year, (iii) the class and maximum number of shares that may be issued on the exercise of ISOs and (iv) the class and number of shares and exercise price, strike price or purchase price, if applicable, of all outstanding stock awards.

Corporate Transactions. The following applies to stock awards under the Plan in the event of a corporate transaction (as defined in the Plan), unless otherwise provided in a participant's stock award agreement or other written agreement with us or one of our affiliates or unless otherwise expressly provided by the plan administrator at the time of grant.

In the event of a corporate transaction, any stock awards outstanding under the Plan may be assumed, continued or substituted for by any surviving or acquiring corporation (or its parent company), and any reacquisition or repurchase rights held by us with respect to the stock award may be assigned to the successor (or its parent company). If the surviving or acquiring corporation (or its parent company) does not assume, continue or substitute for such stock awards, then (i) with respect to any such stock awards that are held by participants whose continuous service has not terminated prior to the effective time of the corporate transaction, or current participants, the vesting (and exercisability, if applicable) of such stock awards will be accelerated in full to a date prior to the effective time of the corporate transaction (contingent upon the effectiveness of the corporate transaction), and such stock awards will terminate if not exercised (if applicable) at or prior to the effective time of the corporate transaction, and any reacquisition or repurchase rights held by us with respect to such stock awards will lapse (contingent upon the effectiveness of the corporate transaction), and (ii) any such stock awards that are held by persons other than current participants will terminate if not exercised (if applicable) prior to the effective time of the corporate transaction, except that any reacquisition or repurchase rights held by us with respect to such stock awards will not terminate and may continue to be exercised notwithstanding the corporate transaction.

In the event a stock award will terminate if not exercised prior to the effective time of a corporate transaction, the plan administrator may provide, in its sole discretion, that the holder of such stock award may not exercise such stock award but instead will receive a payment equal in value to the excess (if any) of (i) the per share amount payable to holders of common stock in connection with the corporate transaction over (ii) any per share exercise price payable by such holder, if applicable. In addition, any escrow, holdback, earn out or similar provisions in the definitive agreement for the corporate transaction may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of common stock.

Change in Control. Awards granted under the Plan may be subject to acceleration of vesting and exercisability upon or after a change in control (as defined in the Plan) as may be provided in the applicable stock award agreement or in any other written agreement between us or any affiliate and the participant, but in the absence of such provision, no such acceleration will automatically occur.

Plan Amendment or Termination. Our board of directors has the authority to amend, suspend or terminate our Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent. Certain material amendments also require the approval of our stockholders. No ISOs may be granted after the tenth anniversary of the date our board of directors adopts our Plan. No stock awards may be granted under our Plan while it is suspended or after it is terminated.

Non-Employee Director Compensation

No compensation has been paid to current and prospective Directors. The table below sets forth the planned compensation to be paid to our directors following completion of the offering. The dollar amount of the stock options will be determined at the offering.

Director Compensation

Position	Fees	Option Awards
Director	\$30,000	4,000 shares
Audit Committee Chair	\$15,000	—
Compensation Committee Chair	\$10,000	—
Governance Committee Chair	\$8,000	—

Expenses

We will reimburse each eligible non-employee director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in meetings of our board of directors and any committee of the board.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Other than compensation arrangements for our directors and executive officers, which are described elsewhere in this prospectus, below we describe transactions since January 1, 2019 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amounts involved exceeded or will exceed \$120,000; and
- any of our directors, executive officers or holders of more than 5% of our outstanding capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest.

On March 6, 2020, the Company and the majority shareholder, KLP OBP, LLC (“KLP”), a related party through common ownership, entered into a convertible loan agreement, in which the Company received \$600,000. The note bore interest at rate of 7% per annum. At December 31, 2020, there was accrued interest of \$34,521. As of December 31, 2020, the outstanding principal balance was \$600,000. The note was convertible into shares of preferred stock at a conversion price of 85% of the per share offering price of a *qualified financing event* which the agreement defines as “a transaction or series of transactions with the principal purpose of raising capital pursuant to the which the Company issues and sells shares of its preferred stock for aggregate gross proceeds of at least \$20,000,000 (excluding all proceeds from the incurrence of indebtedness, including the Notes, that is convertible into such preferred stock, or otherwise canceled in consideration for the issuance of such preferred stock). Management evaluated the accounting guidance for embedded conversion features and ultimately determined that the embedded conversion feature did not require to be bifurcated under ASC Topic 815 Derivatives and Hedging and therefore, the convertible debt instrument is accounted for as a single liability measured at amortized cost. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to this loan for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$675,255.

In three congruent installments during the year ended December 31, 2020, on August 4, 2020, October 5, 2020 and November 11, 2020, KLP loaned the Company \$100,000, \$25,000 and \$75,000, respectively, for an aggregate of \$200,000. All three loans bore interest at a rate of 5% per annum. At December 31, 2020, there was accrued interest of \$2,842. As of December 31, 2020, the outstanding principal balance on the notes was \$200,000. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to these loans for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$212,541.

On October 25, 2021, the Company and a shareholder, Werth Family Investment Associates, LLC, entered into a convertible loan agreement, in which we received \$200,000. The note bears interest at rate of 8% per annum and is payable in full on October 20, 2023. At December 31, 2021, there was accrued interest of \$3,112. As of December 31, 2021, the outstanding principal balance was \$200,000. The note is convertible into shares of common stock at a conversion price of 75% of the per share offering price of a qualified financing event which the agreement defines as a transaction or series of transactions with the principal purpose of raising capital pursuant to which we issue and sell shares of our common stock for aggregate gross proceeds of at least \$10 million (excluding all proceeds from the incurrence of indebtedness, including the notes, that is convertible into such common stock, or otherwise canceled in consideration for the issuance of such common stock). We expect this note to be converted into shares of our common stock upon completion of this offering.

On January 5, 2022, the Company entered into a convertible note agreement with Sandra Vlock, sister-in-law to Daniel Vlock, our CEO and majority shareholder, in which the Company received \$100,000 in cash proceeds. The note bears interest at a rate of 5% per annum and is set to mature one year from its commencement date. The note is automatically converted into the Company’s voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first year anniversary of the agreement. We expect this note to be converted into shares of our common stock upon completion of this offering.

On February 17, 2022, the Company entered into a convertible note agreement, with Daniel Vlock, our CEO and majority shareholder, in which the Company received \$200,000 in cash proceeds. The note bears interest at a rate of 5% per annum and is set to mature one year from its commencement date. The note is automatically converted into the Company’s voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first year of the agreement. We expect this note to be converted into shares of our common stock upon completion of this offering.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our capital stock as of _____, as adjusted to reflect the sale of our common stock offered by us in this offering assuming no exercise of the underwriters' option to purchase additional shares, for:

- each of our named executive officers;
- each of our directors;
- all of our executive officers and directors as a group; and
- each person or group of affiliated persons known by us to beneficially own more than 5% of our common stock.

We have determined beneficial ownership in accordance with the rules and regulations of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

The beneficial ownership of our common stock prior to the offering is based on 3,200,000 shares of common stock issued and outstanding as of _____. Applicable percentage ownership after the offering is based on _____ shares of common stock outstanding immediately after the closing of this offering, assuming no exercise by the underwriters of their option to purchase additional shares. In computing the number of shares beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares subject to conversion from convertible notes upon the completion of the offering and options held by the person that are currently exercisable, or exercisable within 60 days of _____. However, except as described above, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person.

We believe, based on information provided to us, that each of the stockholders listed below has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

Name and Address of Beneficial Owners ⁽¹⁾	Shares Beneficially Owned Before Offering		Shares Beneficially Owned After Offering	
	Number of Shares	Percentage	Number of Shares	Percentage
5% Stockholders:				
Daniel Vlock ⁽²⁾⁽⁴⁾	2,740,605	85.64%	(4)	
Peter Werth ⁽³⁾⁽⁴⁾	369,395	11.54%	(4)	
Director, Executive Officers and Director Nominees:				
Daniel Vlock ⁽²⁾	2,740,605	85.64%	(4)	
Gerald Pier	90,000	2.81%	(5)	
Thomas Thomas	—	—	(5)	
Christine de los Reyes	—	—	(5)	
William Chin	—	—	(5)	
Gail Cassell	—	—	(5)	
Richard Cohen	—	—	(5)	
Peter Honig	—	—	(5)	
Ann MacDougall	—	—	(5)	
All Directors, Executive Officers and Director Nominees as a group (9 persons)	2,830,605	88.46%	3,585,295	

(1) Unless otherwise noted, the business address of each of the following entities or individuals is 186 Alewife Brook Pkwy #1068, Cambridge, Massachusetts 02138.

(2) Consists of (i) 110,000 shares owned directly by Dr. Vlock and (ii) 2,630,605 shares owned through KLP OBP LLC owned by Dr. Vlock and three family members in which Dr. Vlock has dispositive power.

(3) The business address of Peter Werth is 1764 Litchfield Turnpike, Suite 202, Woodbridge, CT 06525.

(4) The number of shares owned includes the total shares owned before the offering plus the number of shares issued upon conversion of the convertible notes held.

(5) The number of shares owned upon issuance from the Company's 2022 Equity Plan after completion of this offering.

DESCRIPTION OF CAPITAL STOCK

General

The following description of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws, which will each become effective upon the closing of this offering, are summaries. You should also refer to our amended and restated certificate of incorporation, our amended and restated bylaws and our amended and restated investors' rights agreement, each of which are filed as exhibits to the registration statement of which this prospectus is a part.

Upon the closing of this offering, our authorized capital stock will consist of 110,000,000 shares, all with a par value of \$0.001 per share, of which:

- 100,000,000 shares are designated as common stock; and
- 10,000,000 shares are designated as preferred stock.

Common Stock

As of _____ there were _____ shares of our common stock outstanding and held of record by _____ stockholders, assuming the conversion of all outstanding warrants into shares of common stock, which will automatically occur upon the closing of this offering.

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders, including the election of directors, and do not have cumulative voting rights. Subject to preferences that may be applicable to any then outstanding preferred stock, holders of common stock are entitled to receive ratably those dividends, if any, as may be declared by the board of directors out of legally available funds. In the event of our liquidation, dissolution or winding up, the holders of common stock will be entitled to share ratably in the assets legally available for distribution to stockholders after the payment of or provision for all of our debts and other liabilities, subject to the prior rights of any preferred stock then outstanding. Holders of common stock have no preemptive or conversion rights or other subscription rights and there are no redemption or sinking funds provisions applicable to the common stock. All outstanding shares of common stock are, and the common stock to be outstanding upon the closing of this offering will be, duly authorized, validly issued, fully paid and nonassessable. All authorized but unissued shares of our common stock will be available for issuance by our board of directors without any further stockholder action, except as required by the listing standards of Nasdaq. The rights, preferences and privileges of holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Options

As of _____ we had outstanding options under our equity compensation plans to purchase an aggregate of _____ shares of our common stock with a weighted-average exercise price of \$ _____ per share.

Warrants

As of _____, we had outstanding one warrant to purchase an aggregate of up to _____ shares of our common stock with an exercise price of \$ _____ per share.

The above warrant has a net exercise provision under which the holder may, in lieu of payment of the exercise price in cash, surrender the warrant and receive a net amount of shares based on the fair market value of our common stock at the time of the net exercise of the warrant after deduction of the aggregate exercise price. The warrant also contains provisions for the adjustment of the exercise price and the aggregate number of shares issuable upon the exercise of the warrant in the event of stock dividends, stock splits, reorganizations and reclassifications and consolidations. The above warrant will be automatically net exercised immediately prior to the closing of this offering unless the holder of the warrant elects to allow the warrant to expire unexercised.

Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws

Some provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws contain or will contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions which provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Stockholder Meetings

Our amended and restated bylaws will provide that a special meeting of stockholders may be called only by our chairman of the board, chief executive officer or president, or by a resolution adopted by a majority of our board of directors.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our amended and restated bylaws will establish advance notice procedures with respect to stockholder proposals to be brought before a stockholder meeting and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors.

Elimination of Stockholder Action by Written Consent

Our amended and restated certificate of incorporation and amended and restated bylaws will eliminate the right of stockholders to act by written consent without a meeting.

Staggered Board

Our board of directors will be divided into three classes. The directors in each class will serve for a three-year term, one class being elected each year by our stockholders. For more information on the classified board, see the section entitled “Management—Composition of Our Board of Directors.” This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Removal of Directors

Our amended and restated certificate of incorporation will provide that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two thirds of the total voting power of all of our outstanding voting stock then entitled to vote in the election of directors.

Stockholders Not Entitled to Cumulative Voting

Our amended and restated certificate of incorporation will not permit stockholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they choose, other than any directors that holders of our preferred stock, if any, may be entitled to elect.

Delaware Anti-Takeover Statute

We are subject to Section 203 of the DGCL, which prohibits persons deemed to be “interested stockholders” from engaging in a “business combination” with a publicly held Delaware corporation for three years following the date these persons become interested stockholders unless the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation’s voting stock. Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors.

Choice of Forum

Our amended and restated certificate of incorporation will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, in the event that the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) will be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers, or employees to us or our stockholders; (iii) any action or proceeding asserting a claim against us or any of our current or former directors, officers or employees arising pursuant to any provision of the DGCL or our certificate of incorporation or bylaws; (iv) any action or proceeding to interpret, apply, enforce or determine the validity of our certificate of incorporation or bylaws; (v) any action or proceeding as to which the DGCL confers jurisdiction to the Court of Chancery of the State of Delaware; or (vi) any action asserting a claim against us or any of our current or former directors, officers or employees governed by the internal affairs doctrine. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. Our amended and restated certificate of incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

Our amended and restated certificate of incorporation will also provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to these choice of forum provisions. While the Delaware courts have determined that such choice of forum provisions are facially valid, it is possible that a court of law in another jurisdiction could rule that the choice of forum provisions to be contained in our amended and restated certificate of incorporation are inapplicable or unenforceable if they are challenged in a proceeding or otherwise. If a court were to find the choice of forum provision that will be contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

Amendment of Charter Provisions

The amendment of any of the above provisions would require approval by holders of at least two-thirds of the total voting power of all of our outstanding voting stock.

The provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the composition of our board and management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock upon the closing of this offering will be . The transfer agent and registrar's address is .

Exchange Listing

Our common stock is currently not listed on any securities exchange. We intend to apply to have our common stock listed on the Nasdaq Capital Market under the symbol " ".

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock. Future sales of substantial amounts of common stock in the public market, or the perception that such sales may occur, could adversely affect the market price of our common stock. Although we intend to apply to have our common stock listed on Nasdaq, we cannot assure you that there will be an active public market for our common stock.

Following the closing of this offering, based on the number of shares of our common stock outstanding as of _____ and assuming (i) the issuance of shares of common stock in this offering, and (ii) the issuance of shares of our common stock as a result of the expected net exercise of an outstanding warrant to purchase _____ shares of our common stock and (iii) no exercise of the underwriters' option to purchase additional shares, we will have an aggregate of approximately _____ shares of common stock outstanding.

Of these shares, all shares of common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares of common stock purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. Shares purchased by our affiliates would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

The remaining shares of common stock outstanding after this offering will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, each of which is summarized below. We expect that all of these shares will be subject to a 180-day lock-up period under the lock-up and market stand-off agreements described below.

We may issue shares of common stock from time to time as consideration for future acquisitions, investments or other corporate purposes. In the event any such acquisition, investment or other transaction is significant, the number of shares of common stock that we may issue may also be significant. We may also grant registration rights covering those shares of common stock issued in connection with any such acquisition, investment or other transaction.

In addition, shares of common stock that are either subject to outstanding options or warrants or reserved for future issuance under our equity incentive plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements described below and Rules 144 and 701 under the Securities Act.

Lock-Up Agreements

We, along with our directors, executive officers and all of our other stockholders and option holders, have agreed with the underwriters that for a period of 365 days with respect to us, our directors and executive officers and 180 days with respect to all of our other stockholders and option holders, after the date of this prospectus, subject to specified exceptions as detailed further in the section entitled “Underwriting,” we or they will not, except with the prior written consent of ThinkEquity offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to sale of, or otherwise dispose of or transfer any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock, request or demand that we file a registration statement related to our common stock or enter into any swap or other agreement that transfers to another, in whole or in part, directly or indirectly, the economic consequence of ownership of the common stock. All of our stockholders are subject to a market stand-off agreement with us which imposes similar restrictions.

Upon expiration of the lock-up period, certain of our stockholders will have the right to require us to register their shares under the Securities Act. See the subsection entitled “—Registration Rights” below and the section entitled “Description of Capital Stock—Registration Rights.”

Upon the expiration of the lock-up period, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed above.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, an eligible stockholder is entitled to sell such shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. To be an eligible stockholder under Rule 144, such stockholder must not be deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and must have beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then such person is entitled to sell such shares without complying with any of the requirements of Rule 144, subject to the expiration of the lock-up agreements described above.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell shares on expiration of the lock-up agreements described above. Beginning 90 days after the date of this prospectus, within any three-month period, such stockholders may sell a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume in our common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us. Notwithstanding the availability of Rule 144, the holders of substantially all of our restricted securities have entered into lock-up agreements as referenced above and their restricted securities will become eligible for sale (subject to the above limitations under Rule 144) upon the expiration of the restrictions set forth in those agreements.

Rule 701

Rule 701 generally allows a stockholder who was issued shares under a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days, to sell these shares in reliance on Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares under Rule 701, subject to the expiration of the lock-up agreements described above.

Form S-8 Registration Statement

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of common stock subject to outstanding stock options and common stock issued or issuable under the 2022 Plan. We expect to file the registration statement covering shares offered pursuant to the 2022 Plan shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following summary describes the material U.S. federal income tax consequences of the acquisition, ownership, and disposition of our common stock acquired in this offering by Non-U.S. Holders (as defined below). This discussion is not a complete analysis of all potential U.S. federal income tax consequences relating thereto, and does not deal with foreign, state and local consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences (such as gift and estate taxes) other than income taxes. Special rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Internal Revenue Code of 1986, as amended, or the Code, such as financial institutions, insurance companies, tax-exempt organizations, broker-dealers and traders in securities, U.S. expatriates, “controlled foreign corporations,” “passive foreign investment companies,” corporations that accumulate earnings to avoid U.S. federal income tax, corporations organized outside of the United States, any state thereof or the District of Columbia that are nonetheless treated as U.S. taxpayers for U.S. federal income tax purposes, persons that hold our common stock as part of a “straddle,” “hedge,” “conversion transaction,” “synthetic security” or integrated investment or other risk reduction strategy, persons who acquire our common stock through the exercise of an option or otherwise as compensation, persons subject to the alternative minimum tax or federal Medicare contribution tax on net investment income, persons subject to special tax accounting rules under Section 451(b) of the Code, “qualified foreign pension funds” as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds, partnerships and other pass-through entities or arrangements, and investors in such passthrough entities or arrangements. Such Non-U.S. Holders are urged to consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the Code, and Treasury Regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked, or modified, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. We have not requested a ruling from the U.S. Internal Revenue Service, or the IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. This discussion assumes that the Non-U.S. Holder holds our common stock as a “capital asset” within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion is for informational purposes only and is not tax advice. Persons considering the purchase of our common stock pursuant to this offering should consult their own tax advisors concerning the U.S. federal income, estate, and other tax consequences of acquiring, owning and disposing of our common stock in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction, including any state, local or foreign tax consequences.

For the purposes of this discussion, a “Non-U.S. Holder” is, for U.S. federal income tax purposes, a beneficial owner of common stock that is neither a U.S. Holder, nor a partnership (or other entity treated as a partnership for U.S. federal income tax purposes regardless of its place of organization or formation). A “U.S. Holder” means a beneficial owner of our common stock that is for U.S. federal income tax purposes any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the U.S., any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

- a trust if it (i) is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

As described in the section entitled “Dividend Policy,” we have never declared or paid any cash dividends on our capital stock and do not anticipate paying any cash dividends in the foreseeable future. Distributions, if any, made on our common stock to a Non-U.S. Holder to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) generally will constitute dividends for U.S. tax purposes and will be subject to withholding tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, subject to the discussions below regarding effectively connected income, backup withholding, and foreign accounts. To obtain a reduced rate of withholding under a treaty, a Non-U.S. Holder generally will be required to provide us with a properly executed IRS Form W-8BEN (in the case of individuals) or IRS Form W-8BEN-E (in the case of entities), or other appropriate form, certifying the Non-U.S. Holder’s entitlement to benefits under that treaty. This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the holder’s behalf, the holder will be required to provide appropriate documentation to such agent. The holder’s agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty and you do not timely file the required certification, you may be able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

We generally are not required to withhold tax on dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base that such holder maintains in the United States) if a properly executed IRS Form W-8ECI, stating that the dividends are so connected, is furnished to us (or, if stock is held through a financial institution or other agent, to such agent). In general, such effectively connected dividends will be subject to U.S. federal income tax, on a net income basis at the regular rates applicable to U.S. residents. A corporate Non-U.S. Holder receiving effectively connected dividends may also be subject to an additional “branch profits tax,” which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable treaty) on the corporate Non-U.S. Holder’s effectively connected earnings and profits, subject to certain adjustments. Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

To the extent distributions on our common stock, if any, exceed our current and accumulated earnings and profits, they will first reduce the Non-U.S. Holder’s adjusted basis in our common stock, but not below zero, and then will be treated as gain to the extent of any excess amount distributed, and taxed in the same manner as gain realized from a sale or other disposition of common stock as described in the next section.

Gain on Disposition of Our Common Stock

Subject to the discussions below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other disposition of our common stock unless (i) the gain is effectively connected with a trade or business of such holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains in the United States), (ii) the Non-U.S. Holder is a nonresident alien individual and is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met, or (iii) we are or have been a “United States real property holding corporation” within the meaning of Code Section 897(c)(2) at any time within the shorter of the five-year period preceding such disposition or such holder’s holding period. In general, we would be a United States real property holding corporation if our interests in U.S. real estate comprise (by fair market value) at least half of our business assets. We believe that we have not been and we are not, and do not anticipate becoming, a United States real property holding corporation. Even if we are treated as a United States real property holding corporation, gain realized by a Non-U.S. Holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as (1) the Non-U.S. Holder owned, directly, or indirectly and constructively, no more than 5% of our common stock at all times within the shorter of (A) the five-year period preceding the disposition or (B) the holder’s holding period and (2) our common stock is regularly traded on an established securities market. There can be no assurance that our common stock will continue to qualify as regularly traded on an established securities market. If any gain on your disposition is taxable because we are a United States real property holding corporation and your ownership of our common stock exceeds 5%, you will be taxed on such disposition generally in the manner as gain that is effectively connected with the conduct of a U.S. trade or business (subject to the provisions under an applicable income tax treaty), except that the branch profits tax generally will not apply.

If you are a Non-U.S. Holder described in (i) above, you will be required to pay tax on the net gain derived from the sale at regular U.S. federal income tax rates, and corporate Non-U.S. Holders described in (a) above may be subject to the additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. Gain described in (ii) above will be subject to U.S. federal income tax at a flat 30% rate or such lower rate as may be specified by an applicable income tax treaty, which gain may be offset by certain U.S.-source capital losses (even though you are not considered a resident of the United States), provided that the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Information Reporting Requirements and Backup Withholding

Generally, we must report information to the IRS with respect to any dividends we pay on our common stock (even if the payments are exempt from withholding), including the amount of any such dividends, the name and address of the recipient, and the amount, if any, of tax withheld. A similar report is sent to the holder to whom any such dividends are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities in the recipient’s country of residence.

Dividends paid by us (or our paying agents) to a Non-U.S. Holder may also be subject to U.S. backup withholding. U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed IRS Form W-8BEN, IRS Form W-8BEN-E, or IRS Form W-ECI, or otherwise establishes an exemption. Notwithstanding the foregoing, backup withholding may apply if the payor has actual knowledge, or reason to know, that the holder is a U.S. person who is not an exempt recipient.

U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our common stock effected by or through a U.S. office of any broker, U.S. or foreign, except that information reporting and such requirements may be avoided if the holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E or otherwise meets documentary evidence requirements for establishing non-U.S. person status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements will not apply to a payment of disposition proceeds to a Non-U.S. Holder where the transaction is effected outside the United States through a non-U.S. office of a non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be credited against the tax liability of persons subject to backup withholding, provided that the required information is timely furnished to the IRS.

Foreign Accounts

Sections 1471 through 1474 of the Code (commonly referred to as FATCA) impose a U.S. federal withholding tax of 30% on certain payments, including dividends paid on, and, subject to the proposed Treasury Regulations discussed below, the gross proceeds of a disposition of, our common stock paid to a foreign financial institution (as specifically defined by applicable rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities identifying information regarding certain U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). FATCA also generally imposes a federal withholding tax of 30% on certain payments, including dividends paid on, and, subject to the proposed Treasury Regulations discussed below, the gross proceeds of a disposition of, our common stock to a non-financial foreign entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding substantial direct and indirect U.S. owners of the entity. An intergovernmental agreement between the United States and an applicable foreign country may modify those requirements. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules.

The U.S. Treasury Department recently released proposed regulations which, if finalized in their present form, would eliminate the federal withholding tax of 30% applicable to the gross proceeds of a disposition of our common stock. In its preamble to such proposed regulations, the U.S. Treasury Department stated that taxpayers may generally rely on the proposed regulations until final regulations are issued. Holders are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investment in our common stock.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY RECENT OR PROPOSED CHANGE IN APPLICABLE LAW.

UNDERWRITING

We have entered into an underwriting agreement, dated _____, 2022, with ThinkEquity LLC, acting as the sole book-running manager (sometimes referred to as the “Representative”). Subject to the terms and conditions of the underwriting agreement, each of the underwriters named below have agreed to purchase, and we have agreed to sell to it, the number of shares of common stock listed next to its name at the public offering price, less the underwriting discounts and commissions, as set forth on the cover page of this prospectus and as indicated below:

Underwriters	Number of Shares
ThinkEquity LLC	
Total	

The underwriting agreement provides that the obligations of the underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to various conditions and representations and warranties, including the approval of certain legal matters by its counsel and other conditions specified in the underwriting agreement. The shares of common stock are offered by the underwriters, subject to prior sale, when, as and if issued to and accepted by the underwriters. The underwriters reserve the right to withdraw, cancel or modify the offer to the public and to reject orders in whole or in part. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken.

We have agreed to indemnify the underwriters and certain of their affiliates and controlling persons (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), among others, against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

Discounts and Commissions

The underwriters propose to offer the shares of common stock directly to the public at the public offering price set forth on the cover page of this prospectus. After the offering to the public, the offering price and other selling terms may be changed by the underwriters without changing the proceeds we will receive from the underwriters.

The following table summarizes the public offering price, underwriting commissions and proceeds before expenses to us. The underwriting commissions are 7.0% of the public offering price. We have paid a \$50,000 advance to the Representative, which shall be applied against actual out-of-pocket-accountable expenses, and which will be returned to us to the extent such out-of-pocket accountable expenses are not actually incurred in accordance with FINRA Rule 5110(g)(4)(A).

	Per Share	Total Without Over-Allotment Option	Total With Full Over- Allotment Option
Public offering price	\$	\$	\$
Underwriting discount (7.0%)	\$	\$	\$
Proceeds, before expenses, to us	\$	\$	\$

We have agreed to pay a non-accountable expense allowance to the underwriters equal to 1% of the public offering price. Our total estimated expenses of the offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding underwriting discounts and commissions, are approximately \$.

Over-Allotment Option

We have granted a 45-day option to the Representative to purchase up to additional shares of common stock from us solely to cover over-allotments, if any, at the public offering price less underwriting discounts and commissions.

Representative's Warrants

Upon closing of this offering, we have agreed to issue to the Representative, or its designees, as compensation warrants to purchase a number of shares of common stock equal to 5% of the aggregate number of shares of common stock sold in this offering (the "Representative's Warrants"). The Representative's Warrants will be exercisable at a per share exercise price equal to 125% of the public offering price per share in this offering. The Representative's Warrants are exercisable at any time and from time to time, in whole or in part, during the four and one-half year period commencing 180 days from the effective date of the registration statement of which this prospectus is a part.

The Representative's Warrants have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to FINRA Rule 5110(e)(1). The Representative (or permitted assignees under Rule 5110(e)(2)) will not sell, transfer, assign, pledge, or hypothecate these warrants or the securities underlying these warrants, nor will they engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the warrants or the underlying securities for a period of 180 days from the effective date of the registration statement. In addition, the warrants provide for registration rights upon request, in certain cases. The one-time demand registration right provided will not be greater than five years from the effective date of the registration statement in compliance with FINRA Rule 5110(g)(8)(C). The unlimited piggyback registration right provided will not be greater than seven years from the effective date of the registration statement in compliance with FINRA Rule 5110(g)(8)(D). We will bear all fees and expenses attendant to registering the securities issuable on exercise of the warrants other than underwriting commissions incurred and payable by the holders. The exercise price and number of shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend or our recapitalization, reorganization, merger or consolidation. However, the warrant exercise price or underlying shares will not be adjusted for issuances of shares of common stock at a price below the warrant exercise price.

Discretionary Accounts

The underwriters do not intend to confirm sales of the securities offered hereby to any accounts over which they have discretionary authority.

Lock-Up Agreements

We, along with our directors, executive officers and all of our other stockholders and option holders, have agreed pursuant to “lock-up” agreements not to, or are subject to other restrictions so that they may not, without the prior written consent of the Representative, directly or indirectly, offer to sell, sell, pledge or otherwise transfer or dispose of any of shares of (or enter into any transaction or device that is designed to, or could be expected to, result in the transfer or disposition by any person at any time in the future of) our common stock, enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of our common stock, make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of common stock or securities convertible into or exercisable or exchangeable for shares of common stock or any other of our securities or publicly disclose the intention to do any of the foregoing, subject to customary exceptions, for, with respect to the Company, executive officers and directors a period of 365 days from the date of this prospectus, and with respect to our 5% and greater stockholders, a period of 180 days from the date of this prospectus.

Right of First Refusal

We have granted the Representative a right of first refusal, for a period of twenty-four (24) months from the closing of the offering, to act as sole and exclusive investment banker, book-runner, financial advisor, underwriter and/or placement agent, at the Representative’s sole and exclusive discretion, for each and every future public and private equity and debt offering, including all of our equity linked financings (each, a “Subject Transaction”), or any successor (or any of our subsidiaries), on terms and conditions customary to the Representative for such Subject Transactions.

Nasdaq Capital Market

We have applied to have our shares of common stock listed on the Nasdaq Capital Market under the symbol “_____”. Our application might not be approved and the consummation of this offering is contingent upon such approval.

Price Stabilization, Short Positions and Penalty Bids

In order to facilitate the offering of our securities, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our securities. In connection with the offering, the underwriters may purchase and sell our securities in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares of securities than they are required to purchase in the offering. “Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of securities in the offering. The underwriters may close out any covered short position by either exercising the over-allotment option to purchase shares or purchasing shares in the open market. In determining the source of shares of securities to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option to purchase shares. “Naked” short sales are sales in excess of the over-allotment option to purchase shares. The underwriters must close out any naked short position by purchasing securities in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our securities in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of securities made by the underwriters in the open market before the completion of the offering.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our securities or preventing or retarding a decline in the market price of our securities. As result, the price of our securities may be higher than the price that might otherwise exist in the open market.

The underwriters make no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our securities. In addition, neither we nor the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Securities

A prospectus in electronic format may be made available on the websites maintained by the underwriters or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares of securities to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriter and selling group members that may make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on any underwriter's website and any information contained in any other website maintained by an underwriter is not part of this prospectus or the registration statement of which this prospectus forms a part.

Other Relationships

From time to time, the underwriters and/or their affiliates may provide in the future, various advisory, investment and commercial banking and other services to us in the ordinary course of business, for which they will receive customary fees and commissions. However, except as disclosed in this prospectus, we have no present arrangements with the underwriters or any of their affiliates for any further services.

Pricing of the Offering

The public offering price was determined by negotiations between us and the Representative. Among the factors considered in determining the public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours. Neither we nor the underwriters can assure investors that an active trading market for the shares will develop or that, after the offering, the shares will trade in the public market at or above the public offering price.

Offer Restrictions Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

China

The information in this document does not constitute a public offer of the securities, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The securities may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors."

European Economic Area — Belgium, Germany, Luxembourg and Netherlands

The information in this document has been prepared on the basis that all offers of securities will be made pursuant to an exemption under the Directive 2003/71/EC ("Prospectus Directive"), as implemented in Member States of the European Economic Area (each, a "Relevant Member State"), from the requirement to produce a prospectus for offers of securities.

An offer to the public of securities has not been made, and may not be made, in a Relevant Member State except pursuant to one of the following exemptions under the Prospectus Directive as implemented in that Relevant Member State:

- to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity that has two or more of (i) an average of at least 250 employees during its last fiscal year; (ii) a total balance sheet of more than €43,000,000 (as shown on its last annual unconsolidated or consolidated financial statements) and (iii) an annual net turnover of more than €50,000,000 (as shown on its last annual unconsolidated or consolidated financial statements);
- to fewer than 100 natural or legal persons (other than qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive) subject to obtaining the prior consent of the Company or any underwriter for any such offer; or

- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of securities shall result in a requirement for the publication by the Company of a prospectus pursuant to Article 3 of the Prospectus Directive.

Hong Kong

Neither the information in this document nor any other document relating to the offer has been delivered for registration to the Registrar of Companies in Hong Kong, and its contents have not been reviewed or approved by any regulatory authority in Hong Kong, nor have we been authorized by the Securities and Futures Commission in Hong Kong. This document does not constitute an offer or invitation to the public in Hong Kong to acquire shares. Accordingly, unless permitted by the securities laws of Hong Kong, no person may issue or have in its possession for the purpose of issue, this document or any advertisement, invitation or document relating to the shares, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong other than in relation to shares which are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” (as such term is defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“SFO”) and the subsidiary legislation made thereunder) or in circumstances which do not result in this document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance of Hong Kong (Cap. 32 of the Laws of Hong Kong) (the “CO”) or which do not constitute an offer or an invitation to the public for the purposes of the SFO or the CO. The offer of the shares is personal to the person to whom this document has been delivered by or on behalf of our company, and a subscription for shares will only be accepted from such person. No person to whom a copy of this document is issued may issue, circulate or distribute this document in Hong Kong or make or give a copy of this document to any other person. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice. No document may be distributed, published or reproduced (in whole or in part), disclosed by or to any other person in Hong Kong or to any person to whom the offer of sale of the shares would be a breach of the CO or SFO.

Israel

The securities offered by this prospectus have not been approved or disapproved by the Israeli Securities Authority (the “ISA”), nor have such securities been registered for sale in Israel. The shares may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus. The ISA has not issued permits, approvals or licenses in connection with the offering or publishing the prospectus; nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the securities being offered. Any resale in Israel, directly or indirectly, to the public of the securities offered by this prospectus is subject to restrictions on transferability and must be effected only in compliance with the Israeli securities laws and regulations.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended (“FSMA”)) has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to “qualified investors” (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to our Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (“FPO”), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together “relevant persons”). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus will be passed upon for us by McElroy, Deutsch Mulvaney & Carpenter LLP, Rochester, New York. Nelson Mullins Riley & Scarborough LLP, Raleigh, North Carolina, is acting as counsel to the underwriters.

EXPERTS

The financial statements of Alopexx, Inc. as of December 31, 2021 and 2020 and for the years then ended included in this prospectus have been audited by Marcum LLP, an independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph relating to substantial doubt about the ability of Alopexx, Inc. to continue as a going concern as described in Note 1 to the financial statements) appearing elsewhere in this prospectus, and are included in reliance on such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the shares of common stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov.

Upon the closing of this offering, we will be subject to the information reporting requirements of the Securities Exchange Act and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection at the web site of the SEC referred to above. We also maintain a website at <https://www.alopexx.com>, at which, following the closing of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

ALOPEXX, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of
Alopexx, Inc.

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Alopexx, Inc. (the “Company”) as of December 31, 2021 and 2020, the related statements of operations, stockholders’ deficit and cash flows for each of the two years in the period ended December 31, 2021, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Explanatory Paragraph – Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 1, the Company has a significant working capital deficiency, has incurred significant losses and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. Management’s plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Marcum LLP

Marcum LLP

We have served as the Company’s auditor since 2021.

Hartford, CT
March 4, 2022

**ALOPEXX, INC.
BALANCE SHEETS**

	December 31, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash	\$ 40,208	\$ 19,764
Other current assets	1,099	44,426
Deferred offering costs	107,509	—
Total current assets	148,816	64,190
TOTAL ASSETS	\$ 148,816	\$ 64,190
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Account payable and accrued expenses	688,131	296,577
Accrued interest – related party	3,112	37,363
Notes payable – related parties	—	200,000
Total current liabilities	691,243	533,940
LONG TERM LIABILITIES		
Convertible notes payable – related parties	200,000	600,000
Total long term Liabilities	200,000	600,000
TOTAL LIABILITIES	\$ 891,243	\$ 1,133,940
STOCKHOLDERS' DEFICIT:		
Preferred Stock, \$.001 par value – 3,000,000 shares authorized, no shares issued and outstanding	—	—
Common Stock, \$.0001 par value - 1,000,000 and 10,000,000 shares authorized at December 31, 2021 and 2020, respectively, 200,000 and 3,427,908 shares issued and outstanding at December 31, 2021 and December 31, 2020, respectively	20	343
Common Stock - Non-voting, \$.0001 par value - 5,000,000 shares authorized, and 3,000,000 shares issued and outstanding	300	300
Additional paid-in capital	4,202,935	2,918,335
Accumulated deficit	(4,945,682)	(3,988,728)
TOTAL STOCKHOLDERS' DEFICIT	(742,427)	(1,069,750)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 148,816	\$ 64,190

The accompanying notes are an integral part of these financial statements

ALOPEXX, INC.
STATEMENTS OF OPERATIONS

	For the Years Ended	
	December 31, 2021	December 31, 2020
OPERATING COSTS AND EXPENSES:		
Research and development	\$ 188,617	\$ 1,352,342
General and administrative	714,792	314,006
TOTAL OPERATING EXPENSES	<u>903,409</u>	<u>1,666,348</u>
LOSS FROM OPERATIONS	(903,409)	(1,666,348)
Interest Expense, net	<u>(53,545)</u>	<u>(34,387)</u>
NET LOSS BEFORE INCOME TAX	<u>(956,954)</u>	<u>(1,700,735)</u>
Income tax expense	—	—
NET LOSS	<u>\$ (956,954)</u>	<u>\$ (1,700,735)</u>
Loss per common share – basic and diluted	<u>(0.21)</u>	<u>\$ (0.26)</u>
Weighted average common shares outstanding – basic and diluted	<u>4,468,106</u>	<u>6,427,908</u>

The accompanying notes are an integral part of these financial statements

ALOPEXX, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>Common Stock</u>		<u>Common Stock – non-voting</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity (Deficit)</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>			
Balance as of January 1, 2020	3,427,908	\$ 343	3,000,000	\$ 300	\$ 2,918,335	\$ (2,287,993)	\$ 630,985
Net loss	—	—	—	—	—	(1,700,735)	(1,700,735)
Balance as of December 31, 2020	<u>3,427,908</u>	<u>\$ 343</u>	<u>3,000,000</u>	<u>\$ 300</u>	<u>\$ 2,918,335</u>	<u>\$ (3,988,728)</u>	<u>\$ (1,069,750)</u>
Contribution from related party	—	—	—	—	394,490	—	394,490
Issuance of common stock	200,000	20	—	—	11,980	—	12,000
Repurchase and retirement of common shares	(3,427,908)	(343)	—	—	(9,666)	—	(10,009)
Contribution of principal and interest of related party debt	—	—	—	—	887,796	—	887,796
Net loss	—	—	—	—	—	(956,954)	(956,954)
Balance as of December 31, 2021	<u>200,000</u>	<u>\$ 20</u>	<u>3,000,000</u>	<u>\$ 300</u>	<u>\$ 4,202,935</u>	<u>\$ (4,945,682)</u>	<u>\$ (742,427)</u>

The accompanying notes are an integral part of these financial statement

ALOPEXX, INC.
STATEMENTS OF CASH FLOWS

	For the Years Ended,	
	December 31, 2021	December 31, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Loss	\$ (956,954)	\$ (1,700,735)
Reconciliation of net loss to net cash used in operating activities		
Accrued interest – related party	53,545	37,363
Changes in operating assets and liabilities:		
Deferred offering costs	(107,509)	—
Other current assets	43,327	(43,008)
Accounts payable and accrued expenses	686,554	(368,171)
NET CASH USED IN OPERATING ACTIVITIES	(281,037)	(2,074,551)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Sale from issuance of common stock	12,000	—
Repurchase and retirement of common shares	(10,009)	—
Proceeds from capital contribution from related party	99,490	—
Proceeds from notes payable – related party	—	200,000
Proceeds from convertible notes payable – related party	200,000	600,000
NET CASH PROVIDED BY FINANCING ACTIVITIES:	301,481	800,000
Net change in cash	20,444	(1,274,551)
Cash, beginning of year	19,764	1,294,315
Cash, end of year	\$ 40,208	\$ 19,764
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for taxes	\$ —	\$ —
Cash paid for interest	\$ —	\$ —
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Contribution of principal and interest of related party debt	\$ 887,796	\$ —
Contribution from related party for accrued expenses	\$ 295,000	\$ —

The accompanying notes are an integral part of these financial statements

ALOPEXX, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Note 1 Nature of Operations and Going Concern

Alopetxx, Inc., (formerly OBP Acquisition, Inc.) (the “Company” or “Alopetxx”), headquartered in Cambridge, Massachusetts, was incorporated in the state of Delaware in May 2021. On May 25, 2021, the Company entered into a Merger Agreement (the “Merger”) with Alopetxx, Inc. (formerly One Biopharma Inc.) (“OBP”), a related party under common control, and pursuant to the Merger, the shareholders of OBP’s common stock received \$2.92 for every 1,000 common shares. These shares were repurchased by Alopetxx and retired. Additionally, on a one-to-one share basis, OBP’s Preferred Stock was converted into one share of Alopetxx’s non-voting common stock. The Company has retroactively reflected the capitalization in the balance sheets and statements of stockholders’ deficit.

The Company was formed as a clinical stage biotechnology company for the purpose of developing novel, broad-spectrum immune-mediated therapeutics for the prevention and treatment of a wide range of bacterial, fungal, and parasitic microbial infections. The Vaccine AV0328 (the “Vaccine”) and MAF598 Antibody (the “Antibody”) was therapeutics developed to target Poly B-acetyl glucosamine (“PNAG”) found in a wide range of pathogens.

As a result of the Merger, the acquisition transaction was accounted for as a common control transaction in accordance with the Financial Accounting Standards Board (“FASB”) (Accounting Standard Codification (“ASC”) 805-50, Business Combinations – Common control transactions). The Company evaluated the guidance contained in ASC 805-50 with respect to the combinations among entities or businesses under common control and concluded that since the majority shareholders of the Company and OBP are the same, this was a common control transaction and did not result in a change in control at the ultimate parent or the controlling shareholder level.

Going Concern and Management’s Plan

Since inception, the Company has incurred significant losses from operations and has not generated positive cash flows from operations. In addition, at December 31, 2021, the Company does not have any revenue stream to support its cost structure. The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”), which contemplates continuation of the Company as a going concern. The Company has experienced losses and negative cash flows from operations since inception on December 12, 2018, and has an accumulated deficit of approximately \$4.9 and \$4.0 million as of December 31, 2021 and 2020, respectively. As of December 31, 2021, the Company had working capital deficiency of approximately \$542,000, and as of December 31, 2020, the Company had working capital of approximately \$470,000.

The Company’s loss from operations has been funded with the proceeds of equity financings and notes payables from related parties. We expect to operate at a loss for the foreseeable future while we execute our business plan to obtain regulatory approval and commercially launch the product in the United States and foreign jurisdictions. We have limited capital resources and operations have been funded by the proceeds of equity offerings and related party debt. We will require additional financing to implement our business plan. We believe that we have access to capital resources through the sale of equity securities, however, we have not secured any commitments for new financing at this time. These factors, among others, raise substantial doubt about the Company’s ability to continue as a going concern over the next 12 months from the issuance date of these financial statements. The financial statements do not include any adjustments that might result from this uncertainty.

COVID-19

There have been outbreaks in several countries, including the United States, of the highly transmissible and pathogenic coronavirus (“COVID-19”). The outbreak of such COVID-19 resulted in a widespread health crisis that adversely affected general commercial activity and the economies and financial markets of many countries, including the United States. Although to date, the Company has not been adversely affected by COVID-19, the measures taken by the governments of countries affected could adversely affect the Company’s business, financial condition, and results of operations.

Note 2 - Significant Accounting Policies

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and applicable rules and regulations of the Securities and Exchange Commission (“SEC”), involves the use of estimates and assumptions that affect the recorded amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant estimates include the accounts payable and accrued expenses, equity related transactions and deferred taxes. Actual results may differ substantially from these estimates.

Cash and Cash Equivalents

The Company considers liquid investments with an original maturity of three months or less to be cash equivalents. As of December 31, 2021, the Company holds all of its cash with one financial institution. Such funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. Cash balances could exceed insured amounts at any given time; however, the Company has not experienced any such losses. At December 31, 2021 and December 31, 2020, there were no cash equivalents.

Deferred Offering Costs

Deferred offering costs consist of underwriting, legal, accounting and other expenses incurred through the balance sheet date that are directly related to a future offering and that will be charged to shareholders’ deficit upon the completion of such offering. Should the offering prove to be unsuccessful, these deferred costs, as well as additional expenses incurred, will be charged to operations. As of December 31, 2021, the Company capitalized deferred offering costs of \$107,509.

Fair Value Measurements

The carrying amount of the Company’s financial instruments classified as current assets and current liabilities approximate fair values based on the short-term nature of the accounts.

Convertible Debt and Derivative Financial Instruments

The Company accounts for convertible debt in accordance with the accounting standards and assesses whether embedded conversion options are required to be bifurcated under ASC 815.

The Company evaluates its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC Topic 815, “Derivatives and Hedging”. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value on the grant date and is then re-valued at each reporting date, with changes in the fair value reported in the statements of operations. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative liabilities are classified in the balance sheet as current or non-current based on whether net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date.

Stock Based Compensation

Stock-based compensation expense is recorded for all option grants and awards of non-vested stock and recognized in the financial statements based on the grant date fair value of the awards granted. Stock-based compensation is recognized as expense over the requisite service period, which generally represents the vesting period. The Company calculates the fair value of stock options using the Black-Scholes option-pricing model at grant date. There were no options granted during the years ended December 31, 2021, and 2020 and no options outstanding at December 31, 2021 and 2020.

Emerging Growth Company

The Company is an “emerging growth company,” as defined in Section 2(a) of the Securities Act of 1933, as amended (the “Securities Act”), as modified by the Jumpstart Our Business Startups Act of 2012, as amended (the “JOBS Act”), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Research and Development Costs and Clinical Trial Expenses

The Company expenses the cost of research and development as incurred. Research and development expenses comprise costs incurred in performing research and development activities, including clinical trial costs, manufacturing costs for both clinical and pre-clinical materials as well as other contracted services, license fees, and other external costs. Research and development costs include costs directly attributable to the conduct of research and development programs, including the cost of services provided by outside contractors, the cost of manufacturing drugs for use in research, preclinical development costs, consulting costs, and costs related to FDA submissions and clinical trials. All costs associated with research and development are expensed as incurred.

Earnings per Share

The computation of basic earnings per common share is based on the weighted average number of shares outstanding during the period. The computation of diluted earnings per common share is based on the weighted average number of shares outstanding during the period plus the weighted average common stock equivalents which would arise from the exercise of stock options, warrants, convertible notes and other rights during the period. For the years ended December 31, 2021, and 2020, due to the net loss during the period, the inclusion of any common stock equivalents would be anti-dilutive and therefore, basic and dilutive weighted average shares were equivalent.

Income Taxes

Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability each period. If available evidence suggests that it is more likely than not that all or a portion of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in the valuation allowance are included in the provision for deferred income taxes in the period of change.

Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties, which allows the recognition of those tax benefits that have a greater than fifty percent likelihood of being sustained upon examination by the taxing authorities. The Company has not incurred any interest and penalties, however when incurred in potential future period, the Company will include in income tax expense in the accompanying statements of operations in the period they become determinable.

Segment Information

The Company has a single operating and reportable segment. The Company's chief operating decision maker is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance, and allocating resources. The Company does not have significant long-lived assets, does not generate revenue and does not have any operations outside of the United States.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”) or other standard setting bodies that the Company adopts as of the specified effective date. Unless otherwise discussed, the Company does not believe that the impact of recently issued standards that are not yet effective will have a material impact on its financial position or results of operations upon adoption.

In August 2020, the FASB issued ASU 2020-06, *Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity*, as part of its overall simplification initiative to reduce costs and complexity of applying accounting standards while maintaining or improving the usefulness of the information provided to users of financial statements. Among other changes, the new guidance removes from GAAP separation models for convertible debt that require the convertible debt to be separated into a debt and equity component, unless the conversion feature is required to be bifurcated and accounted for as a derivative or the debt is issued at a substantial premium. As a result, after adopting the guidance, entities will no longer separately present such embedded conversion features in equity and will instead account for the convertible debt wholly as debt. The new guidance also requires use of the “if-converted” method when calculating the dilutive impact of convertible debt on earnings per share, which is consistent with the Company’s current accounting treatment under the current guidance. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years, with early adoption permitted, but only at the beginning of the fiscal year. As of December 31, 2021, the Company adopted ASU 2020-06 and noted it did not have a material impact on its financial position, results of operations and disclosures.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* (“ASU 2019-12”), which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in Topic 740 and clarifies and amends existing guidance to improve consistent application. This guidance is effective for fiscal years and interim periods within those fiscal years beginning after December 15, 2020, with early adoption permitted. The Company adopted this standard and there was no impact on its financial position and results of operations as a result of this adoption.

Note 3 – License Agreements

In May 2019, the Company entered into assignment agreements for two exclusive patent license agreements (AV0238 Vaccine and F598 Antibody) with Brigham and Women’s Hospital (BWH). Pursuant to the assignment, the Company obtained an exclusive, royalty-bearing, sublicensable (with approval from BWH) license to certain U.S. and foreign patents related to the vaccine and methods of use thereof, the F598 monoclonal antibody and variants thereof and the methods of use of the vaccine and/or the anti-PNAG antibody. The Company may sublicense the patent rights licensed under the agreement subject to certain conditions, including obtaining the review and approval by BWH of such sublicense and any such sublicense must be consistent with and subject to the terms of the agreement.

In consideration for the licenses granted under the agreement, the Company must pay BWH annual license fees prior to the first commercial sale of a licensed product that range in the mid-five-digit figures to low six-digit figures, and a low single digit royalty on net sales of licensed products beginning with the first commercial sale of a licensed product in any country during the term of the agreement. In the event the Company commercializes a product in the therapeutic space, the Company is also required to make certain drug-approval regulatory and commercialization milestone payments to BWH of up to a low seven-digit figure in the aggregate for licensed products. In the event the Company sublicenses any of the licensed intellectual property, the Company must pay BWH a percentage of any sublicense income received by the Company, which on a going-forward basis will be in the low double digits.

Under the terms of the agreement, the Company is required to use commercially reasonable efforts to develop and commercialize the licensed products, including in accordance to certain developmental, funding, regulatory and commercialization milestones. BWH controls the prosecution, maintenance and enforcement of all licensed patents and patent applications under the agreement. Additionally, the Company

Unless earlier terminated, the agreement continues until the expiration of the last to expire patent right licensed under the agreement which ranges from 2025 to 2033. Subject to an applicable cure period, BWH may terminate the agreement if the Company fails to comply with applicable payments or diligence obligations or upon a breach of our obligation under the agreement, or for certain insolvency-related events.

Note 4 – Accounts Payable and Accrued Expenses

Accrued expenses consist of the following:

	As of	
	December 31, 2021	December 31, 2020
Research and Development Consultants	\$ 25,512	\$ —
Executives Consultant Fees	48,489	—
Business Development Consultants	150,000	—
Accounting and Legal Fees	272,421	—
Board of Director Fees	26,709	—
Accrued License Fees – Alopexx Pharmaceuticals	100,000	130,000
Accrued License Fees – Alopexx Vaccine	65,000	165,000
Miscellaneous Taxes and Fees	—	1,577
Total	\$ 688,131	\$ 296,577

Note 5 – Debt

Convertible Notes Payable – Related Parties

On March 6, 2020, the Company and the majority shareholder, KLP OBP, LLC (“KLP”), a related party through common ownership entered into a convertible loan agreement, in which the Company received \$600,000. The note bore interest at rate of 7% per annum. At December 31, 2020, there was accrued interest of \$34,521. As of December 31, 2020, the outstanding principal balance was \$600,000. The note was convertible into shares of preferred stock at a conversion price of 85% of the per share offering price of a *qualified financing event* which the agreement defines as “a transaction or series of transactions with the principal purpose of raising capital pursuant to the which the Company issues and sells shares of its preferred stock for aggregate gross proceeds of at least \$20,000,000 (excluding all proceeds from the incurrence of indebtedness, including the Notes, that is convertible into such preferred stock, or otherwise canceled in consideration for the issuance of such preferred stock). Management evaluated the accounting guidance for embedded conversion features and ultimately determined that the embedded conversion feature did not require to be bifurcated under ASC Topic 815 Derivatives and Hedging and therefore, the convertible debt instrument is accounted for as a single liability measured at amortized cost. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to this loan for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$675,255.

On October 25, 2021, the Company and shareholder, Werth Family Investment Associates, LLC, entered into a convertible loan agreement, in which the Company received \$200,000. The note bears interest at rate of 8% per annum and is payable in full on October 20, 2023. At December 31, 2021 and December 31, 2020, there was accrued interest of \$3,112 and \$0, respectively. As of December 31, 2021 and December 31, 2020, the outstanding principal balance was \$200,000 and \$0, respectively. The note is convertible into shares of common stock at a conversion price of 75% of the per share offering price of a *next equity financing event* which the agreement defines as “a sale by the Company of its shares in an initial public offering from which the Company receives gross proceeds of not less than \$25,000,000 and in the event such initial public offering does not occur before the first anniversary, the next equity financing means the sale by the Company of its Shares in a public or private offering from which the Company receives gross proceeds of not less and \$5,000,000.” Management evaluated the accounting guidance for embedded conversion features and ultimately determined that the embedded conversion feature did not require to be bifurcated under ASC Topic 815 Derivatives and Hedging and therefore, the convertible debt instrument is accounted for as a single liability measured at amortized cost.

Notes Payable – Related Parties

In three congruent installments during the year ended December 31, 2020, August 4th, October 5th and November 11th, KLP loaned the Company \$100,000, \$25,000 and \$75,000, respectively, for an aggregate of \$200,000. All three loans bore interest at a rate of 5% per annum. At December 31, 2020, there was accrued interest of \$2,842. As of December 31, 2020, the outstanding principal balance on the notes was \$200,000. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to these loans for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$212,541.

Note 6 - Contractual Obligations, Commitments and Contingencies

Legal

Periodically, the Company reviews the status of any significant matters that exist and assesses its potential financial exposure. If the potential loss from any claim or legal claim is considered probable and the amount can be estimated, the Company accrues a liability for the estimated loss. Legal proceedings are subject to uncertainties, and the outcomes are difficult to predict. Because of such uncertainties, accruals are based on the best information available at the time. As additional information becomes available, the Company reassesses the potential liability related to pending claims and litigation. As of December 31, 2021 and December 31, 2020, there are no pending claims or litigation that could materially affect the Company results going forward.

Note 7 – Stockholders’ Deficit

Recapitalization

As disclosed in Note 1, on May 25, 2021, the Company entered into a Merger Agreement (the “Merger”) with Alopexx, Inc. (formerly One Biopharma Inc.) (“OBP”), a related party under common control, and pursuant to the Merger, the shareholders of OBP’s common stock received \$2.92 for every 1,000 common shares. The 3,427,908 OBP common shares were purchased for total consideration of \$10,009. These shares were retired after the purchase. In addition, the recapitalized Company decreased the amount of authorized shares from 10,000,000 to 1,000,000 subsequent to this transaction.

Additionally, in connection with the Merger in May 2021, on a one-to-one share basis, OBP’s 3,000,000 Series A Preferred Stock was converted into 3,000,000 shares of Alopexx’s non-voting common stock. There were no additional adjustments recorded to accumulated deficit or additional paid-in capital as a result of the Merger. The Company has retroactively reflected the capitalization in the balance sheets, statements of operations, statements of stockholders’ deficit and cash flows.

In the event of any voluntary or involuntary liquidation, the stockholders of shares of Common Stock then outstanding (irrespective of whether they are shares of Voting Common Stock or Non-Voting Common Stock) shall be entitled to be paid out ratably after any preferential payments on any outstanding shares of Preferred Stock, if applicable.

Preferred Stock

The Company’s Certificate of Incorporation provides that the Company is authorized to issue 3,000,000 shares of Preferred Stock, \$0.0001 par value per share. As of December 31, 2021 and 2020, there was no Preferred Stock issued or outstanding.

Non – Voting Common Stock

The Company’s Certificate of Incorporation provides that the Company is authorized to issue 5,000,000 shares of Non-Voting Common Stock, \$0.0001 par value per share. As of December 31, 2021, there were 3,000,000 shares of Non-Voting Common Stock issued and outstanding.

Common Stock

The Company’s Certificate of Incorporation provides that the Company is authorized to issue 1,000,000 shares of Voting Common Stock, \$0.0001 par value per share at December 31, 2021 and 10,000,000 shares authorized at December 31, 2020.

As discussed above, in conjunction with the Merger, the 3,427,908 OBP common shares were purchased for total consideration of \$10,009. These shares were retired after the purchase.

During the year ended December 31, 2021, the Company issued 200,000 shares to two shareholders at a purchase price of \$0.06 per share in exchange for \$12,000 in proceeds. As of December 31, 2021, there were 200,000 shares issued and outstanding.

Contribution from Related Party

During 2021, a related party of the Company contributed \$394,490 for no consideration and consisted of \$99,490 of cash and \$295,000 of a contribution related to payments of accrued expenses related to license fees. These contributions were recorded as capital contributions from related party to additional paid-in capital on the statements of equity.

Contribution of Principal and Interest of Related Party Debt

As described above, the Company and KLP entered into a contribution agreement that effectively forgave the related party convertible notes payable and term notes payable. The total amount was treated as a capital contribution from related party for no consideration and consisted of \$800,000 in principal and \$87,796 (see Note 5).

Equity Compensation Plan

In April 2019, OBP established an equity incentive plan, under which 131,181 shares of common stock was reserved for issuance to employees, non-employee directors and consultants. The 2019 Equity Incentive plan is set to expire on April 11, 2029, ten years after its adoption. As of December 31, 2021 and December 31, 2020, there are no shares issued or outstanding as part of the equity incentive plan.

Note 8 – Related Parties

Convertible Notes Payable – Related Parties

On March 6, 2020, the Company and the majority shareholder, KLP OBP, LLC (“KLP”), a related party through common ownership entered into a convertible loan agreement, in which the Company received \$600,000. The note bore interest at rate of 7% per annum. At December 31, 2020, there was accrued interest of \$34,521. As of December 31, 2020, the outstanding principal balance was \$600,000. The note was convertible into shares of preferred stock at a conversion price of 85% of the per share offering price of a *qualified financing event* which the agreement defines as “a transaction or series of transactions with the principal purpose of raising capital pursuant to the which the Company issues and sells shares of its preferred stock for aggregate gross proceeds of at least \$20,000,000 (excluding all proceeds from the incurrence of indebtedness, including the Notes, that is convertible into such preferred stock, or otherwise canceled in consideration for the issuance of such preferred stock). Management evaluated the accounting guidance for embedded conversion features and ultimately determined that the embedded conversion feature did not require to be bifurcated under ASC Topic 815 Derivatives and Hedging and therefore, the convertible debt instrument is accounted for as a single liability measured at amortized cost. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to this loan for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$675,255.

On October 25, 2021, the Company and shareholder, Werth Family Investment Associates, LLC, entered into a convertible loan agreement, in which the Company received \$200,000. The note bears interest at rate of 8% per annum and is payable in full on October 20, 2023. At December 31, 2021 and December 31, 2020, there was accrued interest of \$3,112 and \$0, respectively. As of December 31, 2021 and December 31, 2020, the outstanding principal balance was \$200,000 and \$0, respectively. The note is convertible into shares of common stock at a conversion price of 75% of the per share offering price of a *next equity financing* event which the agreement defines as “a sale by the Company of its shares in an initial public offering from which the Company receives gross proceeds of not less than \$25,000,000 and in the event such initial public offering does not occur before the first anniversary, the next equity financing means the sale by the Company of its Shares in a public or private offering from which the Company receives gross proceeds of not less than \$5,000,000.” Management evaluated the accounting guidance for embedded conversion features and ultimately determined that the embedded conversion feature did not require to be bifurcated under ASC Topic 815 Derivatives and Hedging and therefore, the convertible debt instrument is accounted for as a single liability measured at amortized cost.

Notes Payable – Related Parties

In three congruent installments during the year ended December 31, 2020, August 4th, October 5th and November 11th, KLP loaned the Company \$100,000, \$25,000 and \$75,000, respectively, for an aggregate of \$200,000. All three loans bore interest at a rate of 5% per annum. At December 31, 2020, there was accrued interest of \$2,842. As of December 31, 2020, the outstanding principal balance on the notes was \$200,000. On December 23, 2021, the Company and KLP entered into a contribution agreement and effectively forgave the principal and interest related to these loans for no consideration. As a result, the Company recognized a capital contribution to additional paid-in capital on the statements of equity in the amount of \$212,541.

Contribution from Related Party

During 2021, a related party of the Company contributed \$394,490 for no consideration and consisted of \$99,490 of cash and \$295,000 of a contribution related to payments of accrued expenses related to license fees. These contributions were recorded as capital contributions from related party to additional paid-in capital on the statements of equity.

Note 9 – Income Taxes

At December 31, 2021, the Company has approximately \$4,770,000 of operating loss carryforwards for federal and \$4,821,000 of operating loss carryforwards for Massachusetts state tax purposes that may be applied against future taxable income. None of the federal net operating losses will expire, however the federal net operating losses are subject to 80% of taxable income, and the Massachusetts net operating losses will begin to expire in the year 2038 if not utilized prior to that date. There is no provision for income taxes because the Company has historically incurred operating losses and maintains a full valuation allowance against its net deferred tax assets. The valuation allowance increased by approximately \$292,000 and \$589,000 during the years 2021 and 2020 respectively. The deferred tax assets are approximately \$1,548,000 and \$1,256,000 at December 31, 2021 and 2020, respectively.

A reconciliation of the statutory U.S. Federal rate to the Company's effective tax rate is as follows:

	December 31,	
	2021	2020
Federal income tax benefit at statutory rate	21.00%	21.00%
State income tax, net of federal benefits	6.23%	6.09%
Research & development credits	3.81%	8.61%
Permanent items	(0.51)%	(1.07)%
Change in valuation allowance	(30.53)%	(34.63)%
Provision from income taxes	—%	—%

The tax effect of temporary differences that gave rise to significant portion of the deferred tax assets / (liabilities) were as follows:

	December 31,	
	2021	2020
Net Operating loss carryforwards - Federal	\$ 1,001,656	\$ 806,264
Net Operating loss carryforwards - State	304,708	245,282
Research and development credits	232,224	195,722
Accrued Liabilities	9,761	8,910
Depreciation and Amortization	(99)	(99)
Valuation allowance	(1,548,250)	(1,256,079)
Net deferred tax assets	\$ —	\$ —

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax asset will not be realized. The Company's ability to realize its deferred tax assets depends upon the generation of sufficient future taxable income to allow for the utilization of the deductible temporary difference carryforwards. At this time, based on current facts and circumstances, management believes that is not likely that the Company will realize the benefits for its deferred tax assets, and a valuation allowance has been recorded on the same.

The Company does not have any recorded unrecognized tax benefit for uncertain tax positions as of December 31, 2021 and 2020.

Note 10 - Subsequent Events

The Company has completed an evaluation of all subsequent events through March 4, 2022 the date the financial statements were issued. Except as described below, the Company has concluded that no subsequent event has occurred that requires disclosure.

On January 5, 2022, the Company entered into two convertible note agreements, including with a related party, in which the Company received \$150,000 in cash proceeds. The notes bear interest at a rate of 5% per annum and are set to mature one year from their commencement dates. The notes are automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$25 million prior to the first-year anniversary of the agreement or \$5 million after the first year of the agreement.

On February 17, 2022, the Company entered into a convertible note agreement with a related party, in which the Company received \$200,000 in cash proceeds. The note bears interest at a rate of 5% per annum and is set to mature one year from its commencement date. The note is automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$25 million prior to the first-year anniversary of the agreement or \$5 million after the first year of the agreement.

In February 2022, the Company amended the four outstanding convertible notes payable agreements with a total principal balance of \$550,000 to decrease the automatic conversion threshold. Subsequent to this amendment, the notes are automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first year of the original agreement.

Shares of Common Stock

ALOPEXX, Inc.

Alopexx, Inc.

PRELIMINARY PROSPECTUS

ThinkEquity

, 2022

Through and including , 2022 (25 days after the date of this prospectus), all dealers that effect transactions in our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable by the registrant in connection with the sale of common stock being registered. All amounts are estimates except for the SEC registration fee, the Financial Industry Regulatory Authority, or FINRA, filing fee and Nasdaq listing fee.

Item	Amount to be paid
SEC registration fee	\$ 1,699
FINRA filing fee	*
Nasdaq filing fee	*
Printing fees and expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Underwriter's expenses	*
Transfer agent's fees and expenses	*
Miscellaneous fees and expenses	*
Total	\$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers

Section 145 of the DGCL, or Section 145, provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Our bylaws provide that we must indemnify our directors and officers to the fullest extent permitted by the DGCL and must indemnify against all expenses, liability, and loss incurred in investigating, defending or participating in such proceedings.

As of the date of the effectiveness of this registration statement, we have entered into separate indemnification agreements with each of our directors and executive officers. Each indemnification agreement provides, among other things, for indemnification to the fullest extent permitted by law and our bylaws against any and all expenses, judgments, fines, penalties and amounts paid in settlement of any claim. The indemnification agreements provide for the advancement or payment of all expenses to the indemnitee.

Item 15. Recent Sales of Unregistered Securities

On October 25, 2021, the Company entered into a convertible note agreement with a related party in which the Company received \$200,000 in cash proceeds. The note bears interest at a rate of 5% per annum and is set to mature one year from its commencement date. The note is automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first-year anniversary of the agreement.

On January 5, 2022, the Company entered into two convertible note agreements, including with a related party, for which the Company received \$150,000 in cash proceeds. The notes bear interest at a rate of 5% per annum and are set to mature one year from their commencement dates. The notes are automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first year anniversary of the agreement.

On February 17, 2022, the Company entered into a convertible note agreement with a related party, in which the Company received \$200,000 in cash proceeds. The note bears interest at a rate of 5% per annum and is set to mature one year from its commencement date. The note is automatically converted into the Company's voting common stock at 75% of the purchase price of a future financing of \$10 million prior to the first-year anniversary of the agreement or \$5 million after the first year of the agreement.

These issuances were made in reliance upon Section 4(a)(2) of the Securities Act of 1933, as amended, and Regulation D, Rule 506(d), and did not involve any underwriters, underwriting discounts or commissions, or any public offering. The persons and entities who received such securities have represented their intention to acquire these securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends are affixed to all share certificates issued. All recipients have adequate access through their relationship with us to information about us.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

- | | |
|------------------------------|--|
| 1.1* | Form of Underwriting Agreement. |
| <u>3.1</u> | Certificate of Incorporation of the Registrant as currently in effect. |
| 3.2* | Form of Amended and Restated Certificate of Incorporation of Registrant, to be in effect prior to the completion of this offering. |
| <u>3.3</u> | Bylaws of the Registrant, as currently in effect. |
| 3.4* | Form of Amended and Restated Bylaws of the Registrant, to be in effect prior to the completion of this offering. |
| 4.1* | Specimen Common Stock Certificate. |
| 5.1* | Opinion of McElroy, Deutsch Mulvaney & Carpenter LLP. |
| 10.1* | 2022 Equity Plan and form of award agreements thereunder. |
| 10.2* | Form of Indemnification Agreement between the Registrant and each of its executive officers. |
| 10.3* | Form of Indemnification Agreement between the Registrant and each of its directors. |
| 10.4 | Exclusive Patent License Agreement dated as of December 4, 2007, by and between Alopexx Pharmaceuticals, LLC and The Brigham and Women's Hospital, Inc., as amended on November 30, 2009, January 27, 2010, and March 6, 2015.** |
| 10.5 | Amendment No. 5 to Exclusive Patent License Agreement dated as of February 2, 2022, by and between Alopexx, Inc. and The Brigham and Women's Hospital, Inc.** |
| 10.6 | Exclusive Patent License Agreement dated as of March 2, 2012, by and between Alopexx Vaccine, LLC and The Brigham and Women's Hospital, Inc. as amended on April 9, 2019.** |
| 10.7 | Amendment No. 2 to the Exclusive Patent License Agreement by and between Alopexx, Inc. and Brigham and Women's Hospital, Inc. dated as of February 2, 2022.** |
| <u>23.1</u> | Consent of Marcum LLP |
| 23.2 | Consent of McElroy, Deutsch Mulvaney & Carpenter LLP (included in Exhibit 5.1) |
| <u>107.1</u> | Filing Fee Table |

* To be filed by amendment.

** Certain confidential information contained in this agreement has been omitted because it is not material and would be competitively harmful if publicly disclosed.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof)

which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that Paragraphs (a)(1)(i), (ii), and (iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser: If the registrant is subject to Rule 430C (§230.430C of this chapter), each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Cambridge, Massachusetts, on March 4, 2022.

ALOPEXX, INC.

By: /s/ Daniel R. Vlock
Name: Daniel R. Vlock
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Daniel R. Vlock his/her true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, for him/her and in his name, place and stead, in any and all capacities to sign any or all amendments (including, without limitation, post-effective amendments) to this Registration Statement, any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any or all pre- or post-effective amendments thereto, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that said attorney-in-fact and agent, or any substitute or substitutes for him, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act of 1933, as amended, the following persons in the capacities and on the dates indicated have signed this Registration Statement below.

Signature	Title	Date
<u>/s/ Daniel R. Vlock</u> Daniel R. Vlock	President, Chief Executive Officer and Director (Principal Executive Officer)	March 4, 2022
<u>/s/ Thomas T. Thomas</u> Thomas T. Thomas	Chief Financial Officer (Principal Financial and Accounting Officer)	March 4, 2022
<u>/s/ Peter J. Werth</u> Peter J. Werth	Director	March 4, 2022

**STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
OF
OBP ACQUISITION CORP.**

The undersigned Incorporator, desiring to form a corporation pursuant to the General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY:**

FIRST: The name of this corporation is **OBP Acquisition Corp.** (the “Corporation”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808-1674. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 9,000,000 shares of capital stock, divided into (i) 1,000,000 shares of Voting Common Stock, \$0.0001 par value per share (“Voting Common Stock”); (ii) 5,000,000 shares of Non-Voting Common Stock, \$0.0001 par value per share (“Non-Voting Common Stock”); and together with the Voting Common Stock, the “Common Stock”; and (iii) 3,000,000 shares of Preferred Stock, \$0.0001 par value per share (“Preferred Stock”).

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of any Preferred Stock created hereunder. The dividend and liquidation rights, and all other rights (other than voting rights) of the holders of the Common Stock are identical in all respects, and, in respect of each of those matters (other than voting) the Common Stock shall be treated as a single class of stock.

2. Voting. The holders of the Voting Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (as the same may be amended or restated, this “Certificate of Incorporation”) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law. The holders of the Non-Voting Common Stock have no right to vote or grant any consent over any matter whatsoever, unless such right arises from a mandatory and non-waivable provision of the Delaware General Corporation Law. To the extent required pursuant to this Certificate of Incorporation, holders of Voting Common Stock shall vote together with the holders of one or more series of Preferred Stock as a single class.

3. Dividends.

If the Corporation shall pay, or set aside any dividends, those dividends shall be shared among the holders of the Common Stock ratably in accordance with the respective numbers of shares held.

4. Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Common Stock then outstanding (irrespective of whether they are shares of Voting Common Stock or Non-Voting Common Stock) shall be entitled to be paid out of the assets of the Corporation available for distribution ratably in accordance with the respective numbers of shares held after payment of all the Corporation’s indebtedness and any preferential payments on any outstanding shares of Preferred Stock.

B. PREFERRED STOCK

1. General. The Preferred Stock may be issued from time to time and in one or more series. The Board of Directors of the Corporation is authorized to determine or alter the powers, preferences and rights, including voting, redemption and conversion rights, and the qualifications, limitations and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and within the limitations or restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series of Preferred Stock, to increase or decrease (but not below the number of shares of any such series of Preferred Stock then outstanding) the number of shares of any such series of Preferred Stock, and to fix the number of shares of any series of Preferred Stock. In the event that the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series of Preferred Stock subject to the requirements of applicable law.

FIFTH: Subject to any additional vote required by this Certificate of Incorporation or the Bylaws of the Corporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the

Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “Excluded Opportunity” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of any Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are “Covered Persons”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation while such Covered Person is performing services in such capacity. Any repeal or modification of this Article Eleventh will only be prospective and will not affect the rights under this Article Eleventh in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including any beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation’s Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

A. This Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[Signature page follows]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this ____ day of May, 2021.

By: /s/ Daniel V. D’Aprile, Jr.
Daniel V. D’Aprile, Jr.
Sole Incorporator

[Signature page to OBP Acquisition Corp. Certificate of Incorporation]

**By-Laws
of
OBP ACQUISITION CORP.**

1. Offices.

1.1 Registered Office. The registered office of **OBP ACQUISITION CORP.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the “**Corporation**”) shall be maintained at such location within the State of Delaware as shall be designated in the Certificate of Incorporation of the Corporation (as amended from time-to-time, the “**Certificate of Incorporation**”), subject to change from time-to-time as the Board of Directors shall designate in accordance with all applicable provisions of the General Corporation Law of the State of Delaware (the “**GCL**”). The Corporation shall maintain in and in charge of any such registered office an agent, as shall be designated in the Certificate of Incorporation and subject to change from time-to-time as the Board of Directors shall designate in accordance with all applicable provisions of the GCL, upon whom or which process against the Corporation may be served.

1.2 Other Offices. The Corporation may also maintain one or more additional offices at such other locations, either within or without the State of Delaware, as the Board of Directors from time-to-time may determine or the business of the Corporation may require.

2. Meetings of Stockholders.

2.1 Annual Meetings. The annual meeting of the stockholders of the Corporation, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held on such date and at such time as shall be designated by the Board of Directors and stated in the notice of such meeting. If any election for directors shall not be held on the day designated therefor or at any adjournment thereof, the Board of Directors shall cause such election to be held at a special meeting of the stockholders as soon thereafter as may be convenient. At such special meeting, the stockholders may elect the directors and transact any other business with the same force and effect as at an annual meeting duly called and held.

2.2 Special Meetings. Except as otherwise prescribed by law, a special meeting of the stockholders may be called at any time for any one or more purposes and shall be called by the President or Secretary upon: (a) the direction of the Board of Directors; or (b) the written request of any stockholder(s) holding of record at least ten percent (10%) of the outstanding shares of stock of the Corporation entitled to vote at such a meeting.

2.3 Place of Meetings. All meetings of the stockholders of the Corporation shall be held at the principal place of business of the Corporation or at such other place, within or without the State of Delaware, as shall be designated by the Board of Directors and stated in the notice of the meeting.

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2.4 Notice of Meetings. Except as otherwise prescribed by law, notice of each meeting of the stockholders shall be given, not less than ten (10) days nor more than sixty (60) days before the day on which the meeting is to be held, to each stockholder of record entitled to vote at such meeting by delivering a written notice thereof to each such stockholder personally, by electronic mail or facsimile transmission (in either such case, notice shall only be deemed effective upon acknowledgment of receipt by the recipient), or by mailing such notice in a postage prepaid envelope addressed to the stockholder at the stockholder's most recent post office address set forth in the Corporation's stockholder records. Except where expressly required by law, no publication of any notice of a meeting of stockholders shall be required. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy nor to any stockholder who shall, in person or by proxy, waive notice in writing of any meeting, whether before or after such meeting. Notice of any adjourned meeting of the stockholders shall not be required to be given, except where expressly required by law.

2.5 Quorum. At each meeting of the stockholders, the presence in person or by proxy of those stockholders holding of record a majority of the outstanding shares entitled to vote at such meeting shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, the stockholders entitled to vote who are present in person or by proxy at the time and place of any meeting or, if no stockholder entitled to vote is so present in person or by proxy, any officer entitled to preside at or act as secretary of such meeting may adjourn the meeting from time-to-time without notice, other than an announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

2.6 Organization. At each meeting of the stockholders, the Chairperson or, in the absence of the Chairperson or if no one shall be then serving the Corporation as such, the President shall act as chairperson of the meeting; provided, however, in the absence of both the Chairperson and the President, a Vice President or, in the absence of any Vice President, a chairperson chosen by a majority-in-interest of the stockholders present in person or by proxy and entitled to vote thereat, shall act as chairperson of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary shall act as secretary at all meetings of the stockholders; provided, however, in the absence of the Secretary and any Assistant Secretary, the chairperson may appoint any person to act as secretary of the meeting.

2.7 Business and Order of Business. At each meeting of the stockholders, such business may be transacted as may properly be brought before such meeting, whether or not such business is stated in the notice of such meeting or in a waiver of notice thereof, except as otherwise required by law or expressly provided herein. The order of business at any meeting of the stockholders shall be as determined by the chairperson, subject to the approval of a majority-in-interest of the stockholders present in person or by proxy at such meeting and entitled to vote thereat.

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2.8 Voting.

(a) Except where, pursuant to the provisions of Section 7.7 of these By-Laws, a date shall have been fixed as a record date for the determination of the stockholders entitled to vote at any meeting of the stockholders, each stockholder shall be entitled to one vote in person or by proxy for each share of the Corporation having voting rights registered in the stockholder's name on the books of the Corporation at the close of business on the day next preceding the day on which notice of the meeting was given or, if no notice was given, on the day next preceding the day on which the meeting is held. Any stockholder entitled to vote may vote in person or by proxy in writing; provided, however, no proxy shall be valid after eleven (11) months after the date of its execution unless otherwise provided therein. The presence at any meeting of any stockholder who has given a proxy shall not revoke such proxy unless the stockholder shall file written notice of such revocation with the secretary of the meeting prior to the voting of such proxy.

(b) Except as otherwise expressly regulated by law, the Certificate of Incorporation, or these By-Laws, all matters to be voted on at each meeting of the stockholders shall be decided by a majority of the votes cast by the holders of shares entitled to vote thereon.

(c) The Board of Directors, in advance of any meeting of the stockholders, or the chairperson of the meeting, at such meeting, may appoint one or more inspectors of election to act at the meeting or any adjournment thereof, but no inspectors need be appointed unless expressly requested at the meeting by a stockholder entitled to vote thereat.

2.9 List of Stockholders. The Secretary, or such other officer of the Corporation who shall have charge of the share record books of the Corporation, shall make and certify, prior to any meeting of the stockholders or any adjournment thereof, a full, true, and complete list, in alphabetical order, of all the stockholders entitled to vote thereat and the post office address of and the number of shares held by each. Such list shall be produced at the time and place of the meeting and shall be subject to the inspection of any stockholder for the duration of the meeting.

2.10 Action by Stockholders Without a Meeting. Any action required or permitted to be taken at a meeting of the stockholders under any provisions of the GCL, the Certificate of Incorporation, or these By-Laws may be taken without a meeting if: (a) all of the stockholders entitled to vote thereon consent in writing to such action being taken or (b) subject to the applicable provisions of the GCL, the stockholders who would have been entitled to cast the minimum number of votes which would be necessary to authorize such action at a meeting at which all of the stockholders entitled to vote thereon were present and voting shall consent in writing to such action being taken. Whenever any action is so taken, the consent of the stockholders thereto shall be filed with the minutes of proceedings of the stockholders of the Corporation.

3. Board of Directors.

3.1 General Powers. The property, affairs, and business of the Corporation shall be managed by the Board of Directors.

3.2 Number, Qualifications, and Term of Office. The number of directors which shall constitute the whole Board of Directors shall be as determined from time-to-time by the Board of Directors. Each director, at the time of election, shall be at least eighteen (18) years of age, but need not be a stockholder of the Corporation. The directors shall be elected annually at the annual meeting of the stockholders and each director shall hold office until the earliest to occur of his or her: (a) successor having been elected and qualified, (b) death, (c) resignation in the manner set forth in **Section 3.13** of these By-Laws, or (d) removal in the manner set forth in **Section 3.14** of these By-Laws. Any director elected to fill a vacancy in the Board of Directors shall be deemed elected for the unexpired portion of the term of such director's predecessor on the Board of Directors.

3.3 Election of Directors. At each meeting of the stockholders for the election of directors, the directors shall be chosen by a plurality of the votes cast at such election by the holders of shares entitled to vote thereon. At all elections of directors, including elections to fill vacancies in the Board of Directors, each stockholder entitled to vote shall have the right to vote the number of shares held by such stockholder for as many persons as there are directors to be elected and for whose election the stockholder has a right to vote. The vote for directors need not be by ballot unless demanded by a stockholder entitled to vote thereon at the election and before the voting begins.

3.4 Annual Meetings. Each annual meeting of the Board of Directors shall be held immediately after the annual meeting of stockholders at such place as the Board of Directors may fix and, if so held, no notice of such meeting need be given.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors shall determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting shall instead be held at the same place at the same hour on the next succeeding business day that is not a legal holiday. Notice of regular meetings need not be given.

3.6 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson, the President, or any one (1) director. Notice of each such meeting shall be delivered to the directors at their residences or usual places of business by the Secretary or the person calling the meeting: (a) by mail at least five (5) days before the day on which the meeting is to be held; or (b) by personal delivery, telephone, electronic mail, facsimile transmission, or the equivalent no later than the day preceding the day on which the meeting is to be held; provided, however, in the event of an emergency, the Chairperson or the President may direct that shorter notice of any special meeting be given personally or by telephone, electronic mail, facsimile transmission, or the equivalent. Neither the business to be transacted nor the purpose of the meeting need be specified in the notice. Notice of any meeting of the Board of Directors need not be given if waived, either before or after such meeting, in writing or by electronic mail, facsimile transmission, or the equivalent or, if present, at the meeting. Any meeting of the Board of Directors at which all the directors shall be present shall be a legal meeting notwithstanding any failure to give notice thereof.

3.7 Place of Meeting. Meetings of the Board of Directors may be held at such places within or without the State of Delaware as the Board of Directors from time-to-time may designate.

3.8 Quorum and Manner of Acting. A majority of the directors shall be required to constitute a quorum for the transaction of business at any meeting. The act of a majority of the directors present at any meeting while a quorum is present shall be an act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time-to-time until a quorum be had. Notice of any adjourned meeting shall be given in the same manner as notice of any special meeting. The directors shall act only as a board and no individual director shall have power to act as such.

3.9 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing and such written consent is filed with the minutes of the proceedings of the Board of Directors. Each such consent shall have the same effect as a unanimous vote of the Board of Directors for all purposes and may be stated as such in any certificate or other document filed with any governmental office.

3.10 Participating in a Meeting by Telephone. Any or all directors or committee members may participate in a meeting of the Board of Directors or committee, as the case may be, by means of conference telephone or any other means of communication by which all persons participating in the meeting are able to hear each other.

3.11 Organization. At each meeting of the Board of Directors, the Chairperson or, in the absence of the Chairperson or if no one shall be then serving the Corporation as such, the President shall act as chairperson of the meeting; provided, however, in the absence of both the Chairperson and the President, a Vice President or, in the absence of any Vice President, a chairperson chosen by a majority of the directors present shall act as chairperson of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary, shall act as secretary of the meeting; provided, however, in the absence of the Secretary and any Assistant Secretary, the chairperson may appoint any person to act as secretary of the meeting.

3.12 Order of Business. At all meetings of the Board of Directors, business may be transacted in such order as the chairperson of the meeting may determine.

3.13 Resignations. Any director of the Corporation may resign at any time by giving written notice to the Chairperson, the President, or the Secretary. Such resignation shall take effect at the time specified in the resignation notice or, if not so specified, at the time notice is given and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.14 Removal of Directors. Any director may be removed at any time, with or without cause, by majority vote the stockholders at any meeting of the stockholders and the vacancy in the Board of Directors caused thereby may be filled by the stockholders at the same meeting by a plurality of the votes cast in accordance with Section 3.3 hereof.

3.15 Vacancies. Any vacancy in the Board of Directors, whether caused by death, resignation, removal, disqualification, an increase in the number of directors, or otherwise, may be filled by the Board of Directors and each director so elected shall hold office for a term to expire at the earlier of the next annual meeting of the stockholders or until a successor shall have been elected and qualified. In the event all of the directors shall die, resign, be removed, or be disqualified, any stockholder may call a special meeting of the stockholders, upon notice given as provided in these By-Laws for special meetings of the stockholders, at which directors for each unexpired term may be elected.

3.16 Compensation. The directors shall receive such compensation for their services as directors and such allowances for traveling and related expenses for attendance at meetings of the Board of Directors as may be determined by the Board of Directors. The foregoing shall not be construed as prohibiting the payment of compensation to any person who is a director for services rendered to the Corporation in any other capacity.

3.17 Committees. The Board of Directors may appoint from among its members an executive committee or one or more other committees, each of which shall have and may exercise all the authority of the Board of Directors, except as and to the extent expressly prohibited by statute. All meetings and other proceedings of any such committee shall be regulated by the corresponding requirements applicable to the Board of Directors set forth in these By-Laws.

3.18 Indemnification of Directors, Officers, and Others. The Corporation shall indemnify each director, officer, employee, and other corporate agent in the manner and pursuant to Section 145 of the GCL, subject, however, to Article 6 of these By-Laws.

3.19 Loans to Officers or Employees. The Board of Directors may direct the Corporation to lend money to, guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or any of its affiliates, whether or not such officer or employee is also a director of the Corporation, whenever, in the judgment of the Board of Directors, such loan, guarantee, or assistance may reasonably be expected to benefit the Corporation; provided, however, if such loan, guarantee, or other assistance is to be given to or for the benefit of an officer or employee who is also a director of the Corporation, it must first be authorized by a majority of the directors other than the prospective recipient. Such loan, guarantee, or other assistance may be made with or without interest, may be unsecured or secured (including, but not limited to, a pledge of shares of the Corporation), and may be made upon such other terms and conditions as approved by a majority of the directors other than the prospective recipient.

4. Officers.

4.1 Number. The officers of the Corporation shall be a President, a Treasurer, and a Secretary and, in the discretion of the Board of Directors, a Chairperson and one or more Vice Presidents, Assistant Treasurers, and Assistant Secretaries, and such other officers as may be elected or appointed by the Board of Directors in accordance with the provisions of Section 4.3 of these By-Laws.

4.2 Election, Qualifications, and Terms of Office. The President, Treasurer, and Secretary shall be elected annually by the Board of Directors. Each such officer shall hold office until a successor shall have been elected and qualified or until such officer's earlier death, resignation, or removal in the manner provided in these By-Laws. Any person may hold more than one (1) office.

4.3 Other Officers. The Board of Directors from time-to-time may elect such other officers (including any Chairperson, Vice President, Assistant Treasurer, and Assistant Secretary) and appoint such agents and employees as and when it may deem necessary or proper. Such officers, agents, and employees shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time-to-time prescribe.

4.4 Resignations. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President, or the Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt of the notice thereof by the Board of Directors or the officer to whom it is delivered.

4.5 Removal. Any officer may be removed, with or without cause, by the Board of Directors.

4.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled for the unexpired portion of the term by and in the discretion of the Board of Directors.

4.7 President. The President shall be the chief executive officer of the Corporation. Subject to the direction of the Board of Directors, the President shall have general charge of the business affairs and property of the Corporation and general supervision over its officers and agents. In the absence of a Chairperson or if no one shall be then serving the Corporation as such, the President shall, if present, preside at all meetings of stockholders and at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board of Directors are carried into effect and may sign, with any other officer thereunto authorized, share certificates of the Corporation, the issuance of which shall have been duly authorized by the Board of Directors, and may sign and execute, in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements, and other instruments duly authorized by the Board of Directors, except in those instances where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time-to-time, the President shall report to the Board of Directors all matters within the President's knowledge which the interests of the Corporation may require to be brought to its attention. The President shall also perform such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors.

4.8 Secretary. The Secretary shall: (a) record the proceedings of meetings of the stockholders and Board of Directors in a book or books to be kept for that purpose; (b) cause all notices to be duly given in accordance with the provisions of these By-Laws and as required by the GCL; (c) be custodian of the records and of the seal of the Corporation (if any) and cause such seal to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized; (d) see that the lists, books, reports, statements, certificates, and other documents and records required by the GCL are properly kept and filed; (e) have charge of the share record books of the Corporation and cause the same to be kept in such manner as to show at any time the amount of shares of the Corporation issued and outstanding, the names and addresses of the holders of record thereof, the number of shares held by each, and the date when each became such holder of record; (f) perform the duties required of the office under Section 2.9 of these By-Laws; (g) sign (unless the Treasurer or any Assistant Treasurer or Assistant Secretary shall sign) certificates representing shares of the Corporation, the issuance of which shall have been duly authorized; and (h) in general, perform all duties incident to the office of Secretary and such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors or the President.

4.9 Treasurer. The Treasurer shall: (a) have charge of and supervision over and be responsible for the funds, securities, receipts, and disbursements of the Corporation; (b) cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies, or with such bankers or other depositories, as shall be selected in accordance with Section 5.3 of these By-Laws or to be otherwise dealt with in such manner as the Board of Directors may direct; (c) cause the funds of the Corporation to be disbursed by checks or drafts upon the authorized depositories of the Corporation and cause to be taken and preserved proper vouchers for all moneys disbursed; (d) render to the Board of Directors or the President, whenever requested, a statement of the financial condition of the Corporation and of all transactions undertaken by him or her as Treasurer; (e) cause to be kept, at the principal office of the Corporation or at such other office (within or without the State of Delaware) as shall be designated by the Board of Directors, correct books of account of all its business and transactions; (f) sign (unless the Secretary or any Assistant Secretary or Assistant Treasurer shall sign) certificates representing shares of the Corporation, the issuance of which shall have been duly authorized; and (g) in general, perform all duties incident to the office of Treasurer and such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors or the President.

4.10 Chairperson. The Chairperson, if one shall have been elected and is present, shall preside at all meetings of stockholders and at all meetings of the Board of Directors.

4.11 Vice Presidents. In the absence of the President, the Board of Directors may designate any then-incumbent Vice President or any other individual to perform any or all of the duties of the President, who, when so acting, shall have all the powers of and be subject to all restrictions imposed on the President by these By-Laws or otherwise by the Board of Directors. Each Vice President shall perform such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors or the President.

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4.12 Assistant Secretaries. In the absence of the Secretary, the Board of Directors may designate any then-incumbent Assistant Secretary or any other individual to perform any or all of the duties of the Secretary, who, when so acting, shall have all the powers of and be subject to all restrictions imposed on the Secretary by these By-Laws or otherwise by the Board of Directors. Each Assistant Secretary shall perform such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors or the President.

4.13 Assistant Treasurers. In the absence of the Treasurer, the Board of Directors may designate any then-incumbent Assistant Treasurer or any other individual to perform any or all of the duties of the Treasurer, who, when so acting, shall have all the powers of and be subject to all restrictions imposed on the Treasurer by these By-Laws or otherwise by the Board of Directors. Each Assistant Treasurer shall perform such other duties as are granted by these By-Laws or as from time-to-time may be assigned by the Board of Directors or the President.

4.14 Salaries. The salaries of the officers of the Corporation shall be fixed from time-to-time by the Board of Directors. No officer shall be prevented from receiving any salary by reason of the fact that such officer is also a director of the Corporation.

4.15 Surety Bonds. In the event the Board of Directors shall so require, each officer or agent of the Corporation shall execute a bond to the Corporation, in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful discharge of such officer's or agent's duties.

5. Contracts and Financial Matters.

5.1 Execution of Contracts. The President or any Vice President, subject to the approval of the Board of Directors, may enter into any contract and execute and deliver any instrument in the name and on behalf of the Corporation. Such authorization may be general or confined to specific instances.

5.2 Checks and Drafts. All checks, drafts, or other orders for the payment of money and all notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation as shall be thereunto so authorized from time-to-time by resolution of the Board of Directors.

5.3 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time-to-time to its credit in each such bank, trust company, or other depository as the Board of Directors may select or as may be selected by any officer or agent authorized so to do by the Board of Directors. Endorsements for deposit to the credit of the Corporation in any duly authorized depository shall be made in such manner as the Board of Directors from time-to-time may determine.

5.4 General and Special Bank Accounts. The Board of Directors may, from time-to-time, authorize the opening and keeping of any general and special bank account with any bank, trust company, or other depository as it may designate and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

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5.5 Loans. No loans or advances shall be contracted on behalf of the Corporation nor shall any negotiable paper be issued in its name unless and except as authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Any officer or agent of the Corporation thereunto so authorized may effect loans and advances on behalf of the Corporation and, in connection therewith, may make, execute, and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any officer or agent of the Corporation thereunto so authorized may pledge, hypothecate, or transfer, as security for the payment of any and all loans, advances, indebtedness, and liabilities of the Corporation, any and all stocks, bonds, other securities, and other personal property at any time held by the Corporation and, to that end, may endorse, assign, and deliver any instrument reflecting same and do every act and thing necessary or proper in connection therewith.

5.6 Proxies. Proxies to vote with respect to equity interests of other entities owned by or standing in the name of the Corporation may be executed and delivered from time-to-time on behalf of the Corporation by such person or persons as shall be thereunto authorized from time-to-time by the Board of Directors.

6. Indemnification and Insurance.

6.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any pending, threatened, or completed civil, criminal, administrative, or arbitration action, suit, or proceeding, or any appeal therein or any inquiry or investigation which could lead to such action, suit, or proceeding (each, a "Proceeding"), by reason of such person being or having been a director, officer, employee, or agent of the Corporation or of any constituent corporation absorbed by the Corporation in a consolidation or merger or by reason of such person being or having been a director, officer, trustee, employee, or agent of any other corporation (domestic or foreign) or of any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or such enterprise (whether or not for profit), serving as such at the request of the Corporation or of any such constituent entity, or the legal representative of any such director, officer, trustee, employee, or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the GCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the GCL permitted prior to such amendment), from and against any and all reasonable costs, disbursements, and attorney's fees, and any and all amounts paid or incurred in satisfaction of settlements, judgments, fines, and penalties, incurred or suffered in connection with any such Proceeding, and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee, or agent and shall inure to the benefit of such person's heirs, executors, administrators, and assigns; provided, however, that, except as provided in Section 6.2 of these By-Laws, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was

specifically authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this **Article 6** shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in connection with any Proceeding in advance of the final disposition of such Proceeding as authorized by the Board of Directors; provided, however, that, if the GCL so requires, the payment of such expenses in advance of the final disposition of a Proceeding shall be made only upon receipt by the Corporation of an undertaking, by or on behalf of such director, officer, employee, or agent, to repay all amounts so advanced unless it shall ultimately be determined that such person is entitled to be indemnified under this **Article 6** or otherwise.

6.2 **Right of Claimant to Bring Suit.** If a claim made under **Section 6.1** of these By-Laws is not paid in full by the Corporation within thirty (30) days after a written request has been received by the Corporation, the claimant may, at any time thereafter, apply to a court for an award of indemnification by the Corporation for the unpaid amount of the claim and, if successful on the merits or otherwise in connection with any Proceeding or in the defense of any claim, issue, or matter therein, the claimant shall also be entitled to be paid by the Corporation for any and all expenses incurred or suffered in connection with such Proceeding. It shall be a defense to any such action (other than an action brought to enforce a claim for the advancement of expenses incurred in connection with any Proceeding where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the GCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such Proceeding that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, nor the termination of any Proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

6.3 **Nonexclusivity of Rights.** The right to indemnification and advance of expenses provided by or granted pursuant to this **Article 6** shall not exclude or be exclusive of any other rights to which any person may be entitled under the Certificate of Incorporation, any other provision of these By-Laws, any agreement, vote of stockholders, or otherwise; provided, however, that no indemnification shall be made to or on behalf of such person if a judgment or other final adjudication adverse to such person establishes that such person has not met the applicable standard of conduct required to be met under the GCL.

6.4 **Insurance.** The Corporation may purchase and maintain insurance on behalf of or with respect to any director, officer, employee, or agent of the Corporation, or of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any expenses incurred in any Proceeding and against any liabilities asserted against such person by reason of being or having been such a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify such person against such expenses and liabilities under the provisions of this **Article 6** or otherwise.

7. Shares and Their Transfer.

7.1 **Share Certificates.** Every holder of shares of the Corporation shall be entitled to have a certificate, signed by the President (or a Vice President) and the Treasurer or the Secretary (or an Assistant Treasurer or Assistant Secretary), certifying the number of shares owned by the stockholder in the Corporation. In case any officer of the Corporation who has signed any such certificate shall cease to be such officer, for whatever cause, before the certificate shall have been delivered by the Corporation, the certificate shall be deemed to have been adopted by the Corporation unless the Board of Directors shall otherwise determine prior to the issuance and delivery thereof and may be issued and delivered as though the person who signed it had not ceased to be such officer of the Corporation. Certificates representing shares of the Corporation shall be in such form as shall be approved by the Board of Directors. There shall be entered upon the share record books of the Corporation, at the time of issuance of each certificate, the number of the certificate issued, the name and address of the person owning the shares represented thereby, the number of such shares, and the date of issuance thereof. Every certificate exchanged or returned to the Corporation shall be marked *cancelled* with the date of cancellation.

7.2 **Share Record Books.** The share record books and the blank share certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

7.3 **Addresses of Stockholders.** Each stockholder shall designate to the Secretary an address to which notices of meetings and all other corporate notices may be served, delivered, or mailed to the stockholder and, if any stockholder shall fail to designate such address, all corporate notices (whether served or delivered by the Secretary or any other person) may be served upon the stockholder by mail directed to such stockholder's last known post office address.

7.4 **Transfers of Shares.** Transfers of shares of the Corporation shall be made on the books of the Corporation by the Secretary or any other officer thereunto duly authorized upon surrender of the certificate or certificates representing such shares. The Corporation shall be entitled to treat the holder of record of any shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable, or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the GCL; provided, however, that whenever any transfer of shares shall be made for collateral security and not absolutely and written notice thereof shall be given to the Secretary, such fact shall be expressed in the entry of the transfer. Notwithstanding anything to the contrary contained in these By-Laws, the Corporation shall not be required or permitted to make any transfer of shares of the Corporation which violate the terms and provisions of any agreement restricting the transfer of shares of the Corporation to which the Corporation or any stockholder shall be a party; provided, however, that the restriction upon the transfer of the shares represented by any share certificate shall be set forth or referred to upon the certificate.

7.5 **Regulations.** Subject to the provisions of this **Article 7**, the Board of Directors may make such rules and regulations as it may deem expedient concerning the issuance, transfer, and registration of certificates for shares of the Corporation.

7.6 **Lost, Destroyed, and Mutilated Certificates.** The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction, or mutilation of any certificate thereof and the Board of Directors, in its discretion, may cause to be issued to such stockholder one or more new certificates upon surrender of each mutilated certificate or, in case of loss or destruction of any certificate, upon satisfactory proof of such loss or destruction. The Board of Directors, in its discretion, may require the owner of any lost or destroyed certificates or such stockholder's legal representative to give the Corporation a bond, in such sum (not exceeding twice the value of such shares) and with such surety or sureties as it may direct, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

7.7 **Fixing of Record Dates.** The Board of Directors shall have the power to fix in advance a date, not more than sixty (60) nor less than ten (10) days, preceding the date of any meeting of stockholders, the date for the payment of any dividend or allotment of any right, the date when any change, conversion, or exchange of shares shall go into effect, or for the purpose of any other action, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, entitled to receive payment of any such dividend or allotment of any right, entitled to exercise the rights in respect to any such change, conversion, or exchange of shares, or entitled to participate in or be entitled to the benefit of any such other action. Whenever a record date has been so fixed, only stockholders of record on such date shall be entitled to notice

of and to vote at such meeting, to receive payment of any such dividend or allotment of any right, to exercise such rights in respect to any such change, conversion, or exchange of shares, or to participate in or be entitled to the benefit of any such other action.

8. Miscellaneous.

8.1 Dividends and Surplus. Subject to any restrictions imposed by the GCL, the Board of Directors from time-to-time, in its discretion, may fix and vary the amount of the working capital of the Corporation and determine what, if any, dividends shall be declared and paid to the stockholders out of the surplus of the Corporation. The Board of Directors, in its discretion, may use and apply any surplus in purchasing or acquiring any of the shares of the Corporation in accordance with law or any of its bonds, debentures, or other obligations, or from time-to-time may set aside from such surplus such sum or sums as it, in its absolute discretion, may deem proper as a reserve fund to meet contingencies or for equalizing dividends, for the purpose of maintaining or increasing the property or business of the Corporation or for any other purposes it may deem conducive to the best interest of the Corporation. All such surplus, until actually declared in dividends or used and applied as aforesaid, shall be deemed to be so set aside by the Board of Directors for one or more of said purposes.

8.2 Corporate Seal. The Corporation may, but is not required to have a corporate seal. If, however, the Board of Directors votes to approve the use of a corporate seal, it shall be in circular form, shall bear the name of the Corporation and the words and figures denoting its organization under the laws of the State of Delaware and the year thereof, and shall otherwise be in such form as shall be approved from time-to-time by the Board of Directors.

8.3 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

8.4 Accountants. The Board of Directors of the Corporation shall, from time-to-time, designate the independent accountants of the Corporation.

8.5 Amendments. All By-Laws of the Corporation shall be subject to amendment, alteration, or repeal, and new By-Laws not inconsistent with any provision of the Certificate of Incorporation or any provision of applicable law may be made, by the stockholders or by the Board of Directors, except as otherwise expressly required by the GCL. Any By-Law adopted, amended, or repealed by the stockholders may be amended or repealed by the Board of Directors, unless the resolution of the stockholders adopting such By-Law expressly reserves the right to amend or repeal it to the stockholders.

8.6 Force and Effect. These By-Laws are subject to the provisions of the GCL and the Certificate of Incorporation, as the same may be amended from time-to-time. If any provision in these By-Laws is inconsistent with an express provision of the GCL or the Certificate of Incorporation, the conflicting provision of the GCL or the Certificate of Incorporation shall govern to the extent of such inconsistency.

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*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

**THE BRIGHAM AND WOMEN'S HOSPITAL, INC.
EXCLUSIVE LICENSE AGREEMENT**

BWH Agreement No: [*]
BWH Case No: [***],[***],[***]**

This License Agreement ("AGREEMENT") is made as of the 4th day of December, 2007 ("EFFECTIVE DATE"), between Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having a principal place of business at [***] ("COMPANY") and The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, with a principal place of business at 75 Francis Street, Boston, MA 02115 ("HOSPITAL"), each referred to herein individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

HOSPITAL, as a center for patient care, research, and education, is the owner or joint owner of certain PATENT RIGHTS (defined below) and desires to grant a license of those PATENT RIGHTS to COMPANY in order to benefit the public by disseminating the results of its research via the commercial development, manufacture, distribution and use of products and processes.

HOSPITAL's rights to the PATENTS RIGHTS pertaining to BWH Case [***] and its right to grant licenses to those PATENT RIGHTS are governed by an interinstitutional agreement between HOSPITAL and [***] effective as of November 12, 2004 and as amended on November 30, 2007, and hereby attached in Appendix [***].

COMPANY has the capability to commercially develop, manufacture, distribute and use PRODUCTS and PROCESSES (defined below) for public use and benefit and desires to license such PATENT RIGHTS.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

I. CERTAIN DEFINITIONS

The following terms shall have the following meanings as used herein, unless the context requires otherwise.

1.1 "AFFILIATE" with respect to either PARTY shall mean any corporation or other legal entity other than that PARTY in whatever country organized, controlling, controlled by or under common control with that PARTY. The term "control" shall mean (a) in the case of COMPANY, direct or indirect ownership of at least fifty percent (50%) of the voting securities having the right to elect directors, and (b) in the case of HOSPITAL, the power, direct or indirect, to elect or appoint more than fifty percent (50%) of the directors or trustees, or to cause direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

- 1.2 “BIOLOGICAL MATERIALS” shall mean the biological materials and assays set forth in Appendix B.
- 1.3 “CLAIM” shall mean any pending or issued claim of any PATENT RIGHT that has not been permanently revoked, nor held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction that is unappealable or unappealed in the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.
- 1.4 “COMMERCIAL SALE” shall mean any TRANSFER of a PRODUCT or PROCESS by COMPANY, an AFFILIATE or SUBLICENSEE (which may include a TRANSFER to an AFFILIATE or SUB LICENSEE), for value, in the form of cash or otherwise.
- 1.5 “[***]” shall mean [***].
- 1.6 “[***] LICENSE” shall mean the license agreement between [***] and HOSPITAL effective as of [***] (BWH Agreement No. [***]) and any amendments to that agreement.
- 1.7 “KLP” shall mean KLP Enterprises LLC.
- 1.8 “LICENSE FIELD” shall mean [***] including all:
- (i) [***].
 - (ii) [***].
- Specifically excluded from LICENSE FIELD are [***]
- 1.8 “LICENSE TERRITORY” shall mean worldwide.

1.9 “NET SALES” shall mean:

- (a) the greatest of the gross amount billed, invoiced or received by COMPANY, its AFFILIATES and SUBLICENSEES (for the purposes of this Section 1.9, each a “SELLER”) for TRANSFER of PRODUCTS and PROCESSES by a SELLER to third parties (but excluding (i) any amounts billed, invoiced or received resulting from any TRANSFER of any PRODUCT or PROCESS between or among COMPANY, an AFFILIATE or any SUBLICENSEE, unless the transferee is the final purchaser of such PRODUCT or PROCESS; and (ii) any royalty or similar payment by SUBLICENSEE to AFFILIATE or COMPANY, or by AFFILIATE to COMPANY, on account of a TRANSFER of any PRODUCT or PROCESS by a SUBLICENSEE or AFFILIATE, as the case may be, to a third party), less (to the extent appropriately documented) the following amounts actually paid or otherwise incurred by SELLER in effecting such TRANSFER:
 - (i) credits and allowances by reason of rejection or return;
 - (ii) reasonable and customary rebates, discounts and chargebacks;
 - (iii) amounts for outbound transportation, insurance, handling and shipping, to the extent separately invoiced;
 - (iv) taxes, customs duties and other governmental charges levied on or measured by COMMERCIAL SALES, to the extent separately itemized or invoiced, whether paid by or on behalf of COMPANY so long as COMPANY’s price is reduced thereby, but not franchise or income taxes of any kind whatsoever.
- (b) NET SALES shall occur on the earlier of the date of billing or invoicing for TRANSFER of a PRODUCT or PROCESS. For a PRODUCT or PROCESS for which SELLER does not bill or invoice, NET SALES shall occur on the date on which payment is due or made to the SELLER, whichever is earlier. If the date on which such payment is due or made cannot be ascertained, NET SALES shall be deemed to have occurred on the date the PRODUCT or PROCESS was TRANSFERRED.
- (c) Subject to Section 1.9(a)(ii), if a SELLER TRANSFERS any PRODUCT or PROCESS at a discounted price that is not part of a reasonable and customary marketing and sales program, or for non-cash consideration, NET SALES shall be calculated based on the non-discounted cash amount charged to an independent third party for the PRODUCT or PROCESS during the same REPORTING PERIOD or, in the absence of such transaction, on the fair market value of the PRODUCT or PROCESS.

- (d) In the case of a TRANSFER of a PRODUCT within COMPANY or between or among COMPANY, any AFFILIATE or SUBLICENSEE, solely for further TRANSFER by such transferee, NET SALES shall be based on the further TRANSFER of such PRODUCT by such transferee.

1.10 "PATENT RIGHTS" shall mean HOSPITAL's rights and [***]'s rights in (a) patents and patent applications listed on Appendix C attached hereto; (b) any divisions, continuations, continuations-in-part to the extent the claims are supported by the patent applications and patents included in (a), reissues, reexaminations or extensions of the patent applications and patents in (a); (c) any foreign counterparts and equivalents of the patent applications and patents listed in (a) and (b); and (d) all patents issuing therefrom anywhere in the world. For clarity, the PATENT RIGHTS are separated into 2 parts. BWH Case [***] is jointly owned by HOSPITAL and [***]. BWH Cases [***] and [***] are solely owned by HOSPITAL.

1.11 "PROCESS" shall mean any process, method or service the use or performance of which, in whole or in part:

- (a) absent the license granted hereunder would infringe or is covered by, one or more CLAIMS of PATENT RIGHTS; or
- (b) employs TECHNOLOGICAL INFORMATION.

1.12 "PRODUCT" shall mean any article, device or composition, the manufacture, use, or sale of which, in whole or in part:

- (a) absent the license granted hereunder would infringe or is covered by, one or more CLAIMS of PATENT RIGHTS; or
- (b) employs TECHNOLOGICAL INFORMATION.

1.13 "PURCHASE AGREEMENT" shall mean the Securities Purchase Agreement by and between COMPANY and KLP dated December 4, 2007, hereby attached as Appendix D.

1.14 "REPORTING PERIOD" shall mean each three month period ending March 31, June 30, September 30 and December 31.

1.15 "SUBLICENSEE" shall mean any third party sublicensee of the rights granted by COMPANY under Section 2.1(a)(ii).

1.16 "TECHNOLOGICAL INFORMATION" shall mean any research data, designs, formulae, process information and other information pertaining to any invention claimed in the PATENT RIGHTS for which there is no obligation to any third party which is either (a) disclosed by Dr. Pier under Section 2.5, or (b) contained in a pending application for a PATENT RIGHT. Technological Information shall include the BIOLOGICAL MATERIALS.

1.17 “TRANSFER” shall mean to sell or have sold, to lease or have leased, to import or have imported or otherwise to transfer or have transferred, for value in the form of cash or otherwise, a PRODUCT or PROCESS, and further in the case of a PROCESS to use or perform such PROCESS for the benefit of a third party.

2. LICENSE

2.1 Grant of License.

- (a) Subject to the terms of this AGREEMENT, HOSPITAL hereby grants to COMPANY in the LICENSE FIELD in the LICENSE TERRITORY:
 - (i) an exclusive, royalty-bearing license under PATENT RIGHTS to make, have made, use, have used, and TRANSFER PRODUCTS and to use, have used and TRANSFER PROCESSES;
 - (ii) the right to grant sublicenses under the rights granted in Section 2.1(a)(i) to SUBLICENSEES, provided that in each case COMPANY shall be responsible for the performance of any obligations of SUBLICENSEES relevant to this AGREEMENT as if such performance were carried out by COMPANY itself, including, without limitation, the payment of any royalties or other payments provided for hereunder, regardless of whether the terms of any sublicense provide for such amounts to be paid by the SUBLICENSEE directly to HOSPITAL; and
 - (iii) the nonexclusive right to disclose, use and transfer TECHNOLOGICAL INFORMATION disclosed by HOSPITAL to COMPANY hereunder.
- (b) The licenses granted in Section 2.1(a) above include the right to grant to the purchaser of PRODUCTS from COMPANY, AFFILIATES and SUBLICENSEES the right to use such purchased PRODUCTS in a method coming within the scope of PATENT RIGHTS.
- (c) The foregoing license grant shall include the grant of said license to any AFFILIATE of COMPANY, provided that such AFFILIATE shall assume the same obligations as those of COMPANY and be subject to the same terms and conditions hereunder and further provided that COMPANY shall be responsible for the performance by said AFFILIATE of said obligations and for compliance by said AFFILIATE with said terms and conditions. COMPANY shall provide to HOSPITAL a fully signed, non-redacted copy of each agreement with each AFFILIATE that assumes the aforesaid obligations, including all exhibits, attachments and related documents and any amendments, within thirty (30) days of request by HOSPITAL.

2.2 Sublicenses. All sublicenses granted hereunder shall be consistent with the terms of this AGREEMENT, shall incorporate terms and conditions sufficient to enable COMPANY to comply with this AGREEMENT and shall prohibit any further sublicense by a SUBLICENSEE. Any sublicense granted by COMPANY shall be subject to the prior written approval of HOSPITAL, which approval shall not be unreasonably withheld or delayed. COMPANY shall remain joint and severally liable with SUBLICENSEES for performance and payment requirements of sublicenses. COMPANY shall provide to HOSPITAL a fully signed non-redacted copy of all sublicense agreements and amendments thereto, including all exhibits, attachments and related documents, within thirty (30) days of executing the same. Upon termination of this AGREEMENT or any license granted hereunder for any reason, any sublicenses shall be addressed in accordance with Section 10.6.

2.3 Retained Rights; Requirements. Any and all licenses granted hereunder are subject to:

- (a) HOSPITAL's, [***]'s and their AFFILIATES' right to make and to use the subject matter described and/or claimed in the PATENT RIGHTS and to permit others at academic, government and not-for-profit institutions to make and use the subject matter described and/or claimed in PATENT RIGHTS for research and educational purposes; and
- (b) for PATENT RIGHTS supported by federal funding, the rights, conditions and limitations imposed by U.S. law (see 35 U.S.C. § 202 et seq and regulations pertaining thereto), including without limitation:
 - (i) the royalty-free non-exclusive license granted to the U.S. government; and
 - (ii) the requirement that any PRODUCTS used or sold in the United States shall be manufactured substantially in the United States.

2.4 No Additional Rights. It is understood that nothing in this AGREEMENT shall be construed to grant COMPANY a license express or implied under any patent owned solely or jointly by HOSPITAL or BIDMC other than the PATENT RIGHTS expressly licensed hereunder. HOSPITAL and BIDMC shall have the right to license any PATENT RIGHTS to any other party for any purpose outside of the LICENSE FIELD or the LICENSE TERRITORY.

2.5 Disclosure of TECHNOLOGICAL INFORMATION. At COMPANY's request prior to execution of this AGREEMENT, HOSPITAL (through Dr. Gerald Pier) shall use reasonable efforts to disclose within thirty (30) days after execution of this AGREEMENT any TECHNOLOGICAL INFORMATION beyond that disclosed in the patent application for the PATENT RIGHTS which is then known to Dr. Pier and which he or she reasonably believes is necessary for COMPANY to utilize the licenses granted hereunder.

3. DUE DILIGENCE OBLIGATIONS

3.1 Diligence Requirements. COMPANY shall itself use, or shall cause its AFFILIATES or SUBLICENSEES, as applicable, to use, best efforts to develop and make available to the public PRODUCTS and PROCESSES throughout the LICENSE TERRITORY in the LICENSE FIELD. Such efforts shall include achieving the following objectives within the time periods designated below following the EFFECTIVE DATE:

(a) Pre-Sales Requirements.

- (i) Within [***] of the EFFECTIVE DATE and annually thereafter as set forth in Section 5.1, COMPANY shall submit a research and development plan to HOSPITAL;
- (ii) Within [***], COMPANY will [***];
- (iii) Within [***] COMPANY will [***];
- (iv) Within [***] COMPANY [***];
- (v) Within [***] COMPANY [***]; and
- (vi) Within [***] COMPANY [***].

(b) Post-Sales Requirements.

- (i) Following the first COMMERCIAL SALE in any country in the LICENSE TERRITORY, COMPANY shall itself or through its AFFILIATES and/or SUBLICENSEES make continuing COMMERCIAL SALES in such country without any elapsed time period of one (1) year or more in which such COMMERCIAL SALES do not occur.

Achievement of the foregoing objectives shall be deemed to satisfy COMPANY's obligations to use best efforts under this Section 3 .1.

3.2 Adjustment to Diligence Requirement Deadlines by Payment. If requested by COMPANY and at the sole discretion of HOSPITAL, COMPANY may extend for [***] the achievement of a diligence requirement described in the above 3.1(a)(i-vi) or 3.1(b)(i) by giving written notice to the HOSPITAL prior to the deadline for the requirement and by making a non-refundable, non-creditable extension payment of [***] to HOSPITAL within thirty (30) days of sending such notice. Such extensions shall be granted to COMPANY no more one (1) than time per specific diligence requirement and no more than three (3) times overall.

3.3 Diligence Failures. If HOSPITAL determines that COMPANY has failed to fulfill any of its obligations under Section 3.1, then HOSPITAL may treat such failure as a default and may terminate this AGREEMENT and/or the licenses granted hereunder in accordance with Section 10.4.

3.4 Diligence Reports. COMPANY shall provide all reports with respect to its obligations under Section 3.1 as set forth in Article 5.

4. PAYMENTS AND ROYALTIES

4.1 License Issue Fee. COMPANY shall pay HOSPITAL a non-refundable license issue fee in the sum of [***] to be made payable according to the following schedule:

- (i) payment in the amount of [***] shall be due upon execution of this AGREEMENT;
- (ii) payment in the amount of [***] shall be due on [***]; and
- (iii) payment in the amount of [***] shall be due on [***].

4.2 Patent Cost Reimbursement for BWH Case [***]. COMPANY shall reimburse HOSPITAL for all costs associated with the preparation, filing, prosecution and maintenance of certain PATENT RIGHTS for BWH Case [***] which are directed toward the antibody ("CASE [***] PATENT COSTS"). As of the EFFECTIVE DATE, HOSPITAL has incurred approximately [***] in CASE [***] PATENT COSTS which amount COMPANY shall pay to HOSPITAL in [***] installments which shall be made payable according to the following schedule:

- (i) payment in the amount of [***] shall be due upon execution of this AGREEMENT;
- (ii) payment in the amount [***] shall be due on [***];

- (iii) payment in the amount of [***] shall be due on [***];
- (iv) payment in the amount of [***] shall be due on [***];
- (v) payment in the amount of [***] shall be due on [***].

COMPANY shall pay to HOSPITAL, or at HOSPITAL's request directly to patent counsel, all other CASE [***] PATENT COSTS within thirty (30) days of COMPANY's receipt of an invoice for such CASE [***] PATENT COSTS either from HOSPITAL or HOSPITAL's patent counsel. COMPANY agrees to indemnify, defend and hold HOSPITAL and [***] harmless from and against any and all liabilities, damages, costs and expenses arising from the failure of COMPANY to timely pay such invoices and CASE [***] PATENT COSTS. HOSPITAL shall instruct patent counsel to provide copies to HOSPITAL for HOSPITAL's administrative files of all invoices detailing CASE [***] PATENT COSTS which are sent directly to COMPANY.

4.3 Patent Cost Reimbursement for BWH Cases [***] and [***].

- (a) In addition to the CASE [***] PATENT COSTS, there are certain patent costs associated with the PATENT RIGHTS for BWH Cases [***] and [***] (which are directed toward the antigen and are solely owned by HOSPITAL) which have been and are currently being paid by [***] under the terms of the [***]. Under the terms of the [***], in the event HOSPITAL licenses a portion of the PATENT RIGHTS to a third party, HOSPITAL and [***], in good faith, must negotiate a reduction in past and future amounts of [***] PATENT COSTS paid and payable by [***]. Such a reduction in [***] PATENT COSTS may require payments by HOSPITAL to [***].
- (b) Company acknowledges and agrees that it will be responsible for paying a share of future [***] PATENT COSTS and will reimburse HOSPITAL for any payments by HOSPITAL to [***] for past [***] PATENT COSTS (each as negotiated by HOSPITAL and [***]) so long as such payments are fair and reasonable in light of the relative rights held by [***] and the COMPANY in the PATENT RIGHTS. At such time that COMPANY begins to pay a portion of future [***] PATENT COSTS, COMPANY shall pay to HOSPITAL, or at HOSPITAL's request directly to patent counsel, [***] PATENT COSTS within thirty (30) days of COMPANY's receipt of an invoice for such [***]. PATENT COSTS either from HOSPITAL or HOSPITAL's patent counsel. COMPANY agrees to indemnify, defend and hold HOSPITAL harmless from and against any and all liabilities, damages, costs and expenses arising from the failure of COMPANY to timely pay such invoices and [***] PATENT COSTS. HOSPITAL shall instruct patent counsel to provide copies to HOSPITAL for HOSPITAL's administrative files of all invoices detailing [***] PATENT COSTS which are sent directly to COMPANY.

- (c) HOSPITAL shall keep COMPANY apprised of its negotiations with GSK and when the negotiations are completed, HOSPITAL and COMPANY shall enter into a separate written agreement or shall amend this AGREEMENT to reflect the amount of [***] PATENT COSTS owed by COMPANY to HOSPITAL and/or [***]. If, after negotiations are completed and an amount is determined, COMPANY fails to pay its share of GSK PATENT COSTS, COMPANY shall have no further rights in BWH CASES [***] and [***]. Once an amount is determined, COMPANY shall indemnify, defend and hold harmless HOSPITAL against any liability damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon HOSPITAL as a result of a claim, suit or action by [***] against HOSPITAL due to COMPANY's failure to pay its share of [***] PATENT COSTS.

4.4 Deferred License Issue Fee. COMPANY shall pay HOSPITAL a non-refundable license issue fee in the sum of [***] to be made payable on the [***] of the EFFECTIVE DATE of this AGREEMENT;

4.5 Annual License Fee. COMPANY shall pay to HOSPITAL the following amounts as an annual license fee within sixty (60) days after the end of the REPORTING PERIOD in which each of the following anniversaries of the EFFECTIVE DATE occurs:

- (a) the [***] of the EFFECTIVE DATE: [***]
- (b) the [***] of the EFFECTIVE DATE: [***]
- (c) the [***] of the EFFECTIVE DATE: [***] and
- (d) the [***] of the EFFECTIVE DATE: [***]; and
- (e) the [***] anniversary and on [***] of the EFFECTIVE DATE thereafter: [***].

The annual license fee is nonrefundable; provided however, it shall be credited against royalties subsequently due on NET SALES made during the twelve-month period following the date of the applicable anniversary payment, if any, but shall not be credited against royalties due on NET SALES made in any other period.

4.6 Milestone Payments. In addition to the payments set forth in Sections 4.1 through 4.5 above, COMPANY shall pay HOSPITAL milestone payments of One Million One Hundred and Twenty-Five Thousand Dollars (\$1,125,000) for each PRODUCT or PROCESS, as follows:

- (a) [***] within [***] of initiation of Phase II clinical trials; and
- (b) [***] within [***] of initiation of Phase III clinical trials; and
- (c) [***] within [***] of filing of an NDA or BLA.
- (d) [***] within [***] of the first COMMERCIAL SALE ([***] of this milestone payment shall be credited against royalties subsequently due on NET SALES made during the twelve-month period following the date of the first COMMERCIAL SALE, if any, but shall not be credited against royalties due on NET SALES made in any other period).

4.7 Royalties.

- (a) Beginning with the first COMMERCIAL SALE in any country in the LICENSE TERRITORY, COMPANY shall pay HOSPITAL:
 - (i) during the term of any license granted under Section 2.1 (a)(i)-(ii), a royalty of [***] of the NET SALES of all PRODUCTS and PROCESSES as described in Sections I.I 1(a), and I.12(a), respectively; and
 - (ii) during the term of any license granted under Section 2.1(a)(iii), a royalty of [***] of the NET SALES of all PRODUCTS and PROCESSES as described in Sections I.I 1(b) and I.12(b), respectively, for which no royalty is payable under Section 4.7(a)(i) (however, if COMPANY can demonstrate that at the time of the sale there is at least one competitive product on the market which holds at least [***] of the market share, then such royalty shall be reduced and the percentage reduction shall be negotiated in good faith by the parties at the time for education. There shall be no other offsets or reductions in any royalty payments due under Section 4.7).

- (b) If more than one royalty rate is applicable to a PRODUCT or PROCESS, only the highest of the applicable royalty rates shall apply.
- (c) In the event that TRANSFER of a PRODUCT or PROCESS occurs through a distributor which is not an AFFILIATE or SUBLICENSEE, HOSPITAL shall be entitled to receive an increase in the royalty payable under this Section 4.7 equivalent to what HOSPITAL would have received if COMPANY had distributed such PRODUCT or PROCESS itself or through an AFFILIATE or SUBLICENSEE.
- (d) All payments due to HOSPITAL under this Section 4. 7 shall be due and payable by COMPANY within thirty (30) days after the end of each REPORTING PERIOD and shall be accompanied by a report as set forth in Article 5.4.

4.8 Non-Royalty Income. COMPANY shall pay HOSPITAL within thirty (30) days of receipt thereof a percentage of any and all non-royalty income attributable to the PRODUCT or PROCESS, including without limitation any payment due to COMPANY or an AFFILIATE in consideration for the sublicensing of any license granted hereunder or distribution of any PRODUCT or PROCESS, including but not limited to up-front license fees, license issue fees, maintenance fees, payments pertaining to distribution rights, milestone payments or the fair market value of any non-cash consideration but excluding any amount included in NET SALES. Non-royalty income payments shall be made according to the following:

Until the following Milestone	Percentage of Non-Royalty Income
***	***
***	***
***	***
***	***

4.9 Assignment Fee. COMPANY shall have the right to transfer the license granted in Section 2.1 to a successor of the business interest of COMPANY provided COMPANY pays a one-time assignment fee of [***] within [***] of such assignment. [***] of the assignment fee shall be payable to HOSPITAL if KLP exercises its rights as a secured creditor following a default by COMPANY under the PURCHASE AGREEMENT or under any related instrument, document or agreement. The full assignment fee shall be paid by any TRANSFEREE (as defined in Section 12.6) within thirty (30) days of such transfer.

4.10 Form of Payment. All payments due under this AGREEMENT shall be drawn on a United States bank and shall be payable in United States dollars. Each payment shall reference this AGREEMENT and identify the obligation under this AGREEMENT that the payment satisfies. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States, as reported in The Wall Street Journal, on the last working day of the applicable REPORTING PERIOD. Such payments shall be without deduction of exchange, collection or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes, except as permitted in the definition of NET SALES. Checks for all payments due to HOSPITAL under this AGREEMENT shall be made payable to HOSPITAL and addressed as set forth in Section 12.2. Payments via wire transfer should be made as follows:

Account [***]
[***]

4.11 Overdue Payments. Any payment due under this AGREEMENT shall, if overdue, bear interest beginning on the first day following the date such payment was due and shall continue until the payment is made. Interest shall be at a per annum rate equal to [***] above the prime rate in effect on the due date as reported by The Wall Street Journal, not to exceed the maximum interest rate permitted by law. Any such overdue payments when made shall be accompanied by all interest so accrued. Said interest and the payment and acceptance thereof shall not preclude HOSPITAL from exercising any other rights it may have as a consequence of the lateness of any payment.

5. REPORTS AND RECORDS

5.1 Diligence Reports. Within sixty (60) days after the end of each calendar year, COMPANY shall report in writing to HOSPITAL on progress made toward the objectives set forth in Section 3.1 during such preceding 12-month period, including, without limitation, progress on research and development, status of applications for regulatory approvals, manufacturing, sublicensing and the number of sublicenses entered into and marketing.

5.2 Milestone Achievement Notification. COMPANY shall report to HOSPITAL the dates on which it achieves the milestones set forth in Section 4.6 within sixty (60) days of each such occurrence.

5.3 Non-Royalty Income Reports. COMPANY shall, along with delivering payment as set forth in Section 4.8, report to HOSPITAL within[***] of receipt the amount of all non-royalty income received by COMPANY, and COMPANY'S calculation of the amount due and paid to HOSPITAL from such income, including an itemized listing of the source of income comprising such consideration, and the name and address of each entity making such payments.

5.4 COMMERCIAL SALES Reports. COMPANY shall report to HOSPITAL the date on which it achieves the first COMMERCIAL SALE in each country of the LICENSE TERRITORY within [***] of each such occurrence. Following the first COMMERCIAL SALE, COMP ANY shall deliver reports to HOSPITAL within thirty (30) days after the end of each REPORTING PERIOD. Each report under this Section 5.4 shall have substantially the format outlined in Appendix E, shall be certified as correct by an officer of COMPANY and shall contain at least the following information as may be pertinent to a royalty accounting hereunder for the immediately preceding REPORTING PERIOD:

- (a) the number of PRODUCTS and PROCESSES TRANSFERRED by COMPANY, its AFFILIATES and SUBLICENSEES in each country;
- (b) the gross amount billed, due and paid to COMPANY, its AFFILIATES and SUBLICENSEES for each PRODUCT and PROCESS, in each country, and total billings or payments due or made for all PRODUCTS and PROCESSES;
- (c) calculation of NET SALES for the applicable REPORTING PERIOD in each country, including an itemized listing of permitted offsets and deductions;
- (d) total royalties payable on NET SALES in U.S. dollars, together with the exchange rates used for conversion; and
- (e) any other payments due to HOSPITAL under this AGREEMENT.

If no amounts are due to HOSPITAL for any REPORTING PERIOD, the report shall so state.

5.5 Audit Rights. COMPANY shall maintain and shall cause each of its AFFILIATES and SUBLICENSEES to maintain, complete and accurate records relating to the rights and obligations under this AGREEMENT and any amounts payable to HOSPITAL in relation to this AGREEMENT, which records shall contain sufficient information to permit HOSPITAL and its representatives to confirm the accuracy of any payments and reports delivered to HOSPITAL and compliance in all other respects with this AGREEMENT. COMPANY shall retain and make available, and shall cause each of its AFFILIATES and SUBLICENSEES to retain and make available, such records for at least five (5) years following the end of the calendar year to which they pertain, to HOSPITAL and/or its representatives, at HOSPITAL's expense and upon at least fifteen (15) days' advance written notice, for inspection during normal business hours, to verify any reports and payments made and/or compliance in other respects under this AGREEMENT. If any examination conducted by HOSPITAL or its representatives pursuant to the provisions of this Section show an underreporting or underpayment of five percent (5%) or more in any payment due to HOSPITAL hereunder, COMPANY shall bear the full cost of such audit and shall remit any amounts due to HOSPITAL (including interest due in accordance with Section 4.11) within thirty (30) days of receiving notice thereof from HOSPITAL. If such examination shows any overpayment of five percent (5%) or more in any payment due HOSPITAL, HOSPITAL shall remit the overpayment amount to COMPANY within thirty (30) days of the determination of an overpayment.

6. PATENT PROSECUTION AND MAINTENANCE

6.1 Prosecution. HOSPITAL shall be responsible for the preparation, filing, prosecution and maintenance of all patent applications and patents included in PATENT RJGHTS. COMPANY shall reimburse HOSPITAL for CASE [***] PATENT COSTS and its share of [***] PATENT COSTS (hereinafter collectively referred to as the "PATENT COSTS") incurred by HOSPITAL relating thereto in accordance with Section 4.2 and 4.3. COMPANY shall have the right to consult with HOSPITAL in the preparation, filing, prosecution and maintenance of patents and patent applications included in PATENT RJGHTS.

6.2 Copies of Documents. With respect to any PATENT RIGHT, HOSPITAL shall instruct the patent counsel prosecuting such PATENT RJGHT to copy COMPANY on patent prosecution documents that are received from or filed with the United States Patent and Trademark Office.

6.3 COMPANY's Election Not to Proceed. COMPANY may elect to surrender any patent or patent application in PATENT RJGHTS in any country upon sixty (60) days advance written notice to HOSPITAL. Such notice shall relieve COMPANY from the obligation to pay for future PATENT COSTS but shall not relieve COMPANY from responsibility to pay PATENT COSTS incurred prior to the expiration of the sixty (60) day notice period. Such U.S. or foreign patent application or patent shall thereupon cease to be a PATENT RJGHT hereunder, COMPANY shall have no further rights therein and HOSPITAL shall be free to license its rights to that particular U.S. or foreign patent application or patent to any other party on any terms.

7. INFRINGEMENT

7.1 HOSPITAL Right to Prosecute. HOSPITAL will protect the PATENT RIGHTS from infringement and prosecute infringers when, in its sole judgment, such action may be reasonably necessary, proper and justified. If COMPANY becomes aware of an infringement of a claim of a PATENT RIGHT by a third party which poses a material threat to COMPANY'S rights under this AGREEMENT, COMPANY may by notice request HOSPITAL to take steps to protect the PATENT RIGHT. HOSPITAL shall notify COMPANY within two (2) months of the receipt of such notice whether HOSPITAL intends to prosecute the alleged infringement. If HOSPITAL notifies COMPANY that it intends to so prosecute, HOSPITAL shall, within two (2) months of its notice to COMPANY either (i) cause such infringement to terminate, or (ii) initiate legal proceedings against the infringer.

7.2 COMPANY Right to Prosecute. In the event HOSPITAL notifies COMPANY that HOSPITAL does not intend to prosecute infringement identified under Section 7.1, COMPANY may, upon notice to HOSPITAL, initiate legal proceedings against the infringer at COMPANY's expense. Before commencing such action, COMPANY and, as applicable, any AFFILIATE, shall consult with HOSPITAL and shall give careful consideration to the views of HOSPITAL regarding the advisability of the proposed action and its potential effects on the public interest. COMPANY shall indemnify and hold HOSPITAL and [***] harmless from all costs, expenses and liabilities that HOSPITAL or [***] incurs in connection with such action, regardless of whether HOSPITAL or [***] is a party-plaintiff, except for the expense of any independent counsel retained by HOSPITAL in accordance with Section 7.5 below.

7.3 Assignment of PATENT RIGHT. If COMPANY elects to commence an action as described in Section 7.2 above, HOSPITAL shall have, in its sole discretion, the option to permit such action to be brought in its name and to be joined as a party-plaintiff if so required by law, or to assign to COMPANY all of HOSPITAL's right, title and interest in and to the PATENT RIGHT which is the subject of such action (subject to all of HOSPITAL's obligations to the government under law and any other rights that others may have in such PATENT RIGHT). If HOSPITAL makes such an assignment, such assignment shall be irrevocable, and such action by COMPANY shall thereafter be brought or continued without HOSPITAL as a party, if HOSPITAL is no longer an indispensable party; provided, however, that COMPANY shall continue to meet all of its obligations under this AGREEMENT as if the assigned PATENT RIGHT were still licensed to COMPANY.

7.4 Settlement. COMPANY shall not enter into any settlement, consent judgment or other voluntary final disposition of any infringement action without the prior written consent of HOSPITAL.

7.5 Cooperation. Each PARTY agrees to cooperate reasonably in any action under this Article 7 which is controlled by the other PARTY, provided that the controlling PARTY reimburses the cooperating PARTY on a current basis for any costs and expenses incurred by the cooperating PARTY in connection with providing such assistance, except for the expense of any independent counsel retained by the cooperating PARTY which shall be reimbursed as set forth below. Such controlling PARTY shall keep the cooperating PARTY informed of the progress of such proceedings and shall make its counsel available to the cooperating PARTY. The cooperating PARTY shall be entitled to independent counsel in such proceedings but at its own expense, said expense to be reimbursed only if any damages are received by the PARTY bringing suit.

7.6 Recovery. Any award paid by third parties as the result of such proceedings (whether by way of settlement or otherwise) shall first be applied to reimbursement of the unreimbursed third-party legal fees and expenses incurred by either PARTY and then the remainder shall be divided between the PARTIES as follows:

- (a) (i) if the amount is based on lost profits, COMPANY shall receive an amount equal to the damages the court determines COMPANY has suffered as a result of the infringement less the amount of any royalties and other payments that would have been due HOSPITAL on TRANSFERS of PRODUCT and PROCESSES lost by COMPANY and any other lost opportunities, as a result of the infringement; and
 - (i) HOSPITAL shall receive an amount equal to the royalties and other payments it would have received if such TRANSFERS had been made and such other opportunities captured by COMPANY; and
- (b) awards other than those based on lost profits shall be shared equally by the PARTIES.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification.

- (a) COMPANY shall indemnify, defend and hold harmless HOSPITAL, [***], their AFFILIATES, and their respective trustees, directors, officers, medical and professional staff, employees, and agents and their respective successors, heirs and assigns (the "INDEMNITEES"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the INDEMNITEES or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service made, used or sold pursuant to any right or license granted under this AGREEMENT.
- (b) COMPANY agrees, at its own expense, to provide attorneys reasonably acceptable to HOSPITAL to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought; provided, however, that any INDEMNITEE shall have the right to retain its own counsel, at the expense of COMPANY, if representation of such INDEMNITEE by counsel retained by COMPANY would be inappropriate because of actual or potential differences in the interests of such INDEMNITEE and any other party represented by such counsel. COMPANY agrees to keep HOSPITAL informed of the progress in the defense and disposition of such claim and to consult with HOSPITAL prior to any proposed settlement.

- (c) This section 8.1 shall survive expiration or termination of this AGREEMENT.

8.2 Insurance.

- (a) Beginning at such time as any such product, process or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by COMPANY, an AFFILIATE or SUBLICENSEE, COMPANY shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than [***] per incident and [***] annual aggregate and naming the INDEMNITEES as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for COMPANY's indemnification under Section 8.1 of this AGREEMENT. If COMPANY elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of \$250,000 annual aggregate) such self-insurance program must be acceptable to HOSPITAL and the Risk Management Foundation. The minimum amounts of insurance coverage required under this Section 8.2 shall not be construed to create a limit of COMPANY's liability with respect to its indemnification under Section 8.1 of this AGREEMENT.
- (b) COMPANY shall provide HOSPITAL with written evidence of such insurance upon request of HOSPITAL. COMPANY shall provide HOSPITAL with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance; if COMPANY does not obtain replacement insurance providing comparable coverage prior to the expiration of such fifteen (15) day period, HOSPITAL shall have the right to terminate this AGREEMENT effective at the end of such fifteen (15) day period without notice or any additional waiting periods.
- (c) COMPANY shall maintain such commercial general liability insurance beyond the expiration or termination of this AGREEMENT during (i) the period that any such product, process, or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by COMPANY or by a SUBLICENSEE, AFFILATE or agent of COMPANY and (ii) a reasonable period after the period referred to in (c) (i) above which in no event shall be less than [***].

(d) This section 8.2 shall survive expiration of termination of this AGREEMENT.

9. TITLE; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

9.1 Title to PATENT RIGHTS. To the best knowledge of HOSPITAL's Office of Corporate Sponsored Research and Licensing, HOSPITAL and BIDMC are the owners by assignment of the PATENT RIGHTS ([***) is co-owner of BWH Case [***)). HOSPITAL has the authority to enter into this AGREEMENT and license the PATENT RIGHTS to COMPANY hereunder.

9.2 Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, HOSPITAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PATENT RIGHTS AND THE RIGHTS GRANTED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF PATENT RIGHTS CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND HEREBY DISCLAIMS THE SAME. SPECIFICALLY, AND NOT TO LIMIT THE FOREGOING, HOSPITAL MAKES NO WARRANTY OR REPRESENTATION (i) REGARDING THE VALIDITY OR SCOPE OF ANY OF THE CLAIM(S), WHETHER ISSUED OR PENDING, OF ANY OF THE PATENT RIGHTS, AND (ii) THAT THE EXPLOITATION OF THE PATENT RIGHTS OR ANY PRODUCT WILL NOT INFRINGE ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF HOSPITAL, BIDMC OR OF ANY THIRD PARTY.

9.3 Limitation of Liability. IN NO EVENT SHALL HOSPITAL, BIDMC OR ANY OF THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL AND PROFESSIONAL STAFF, EMPLOYEES AND AGENTS BE LIABLE TO LICENSEE OR ANY OF ITS AFFILIATES, SUBLICENSEES OR DISTRIBUTORS FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE LICENSE RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION ECONOMIC DAMAGES OR INJURY TO PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER HOSPITAL OR BIDMC SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

10. TERM AND TERMINATION

10.1 Term. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall remain in effect until the later of the following: (a) the date on which all issued patents and filed patent applications within the PATENT RIGHTS have expired or been abandoned, (b) one (1) year after the last COMMERCIAL SALE for which a royalty is due under Section 4.7(a)(ii), or (c) ten (10) years from the date of the FIRST COMMERCIAL SALE; unless this AGREEMENT is terminated earlier in accordance with a separate provision under this Article 10.

10.2 Termination for Failure to Pay. If COMPANY fails to make any payment due hereunder, HOSPITAL shall have the right to terminate this AGREEMENT upon ten (10) business days written notice, unless COMPANY makes such payments plus any interest due, as set forth in Section 4.11, within said ten (10) day notice period. If payments are not made, HOSPITAL may immediately terminate this AGREEMENT at the end of said ten (10) day period. COMPANY shall be entitled to only one such cure period in a calendar year; for a second failure to make payment on time, HOSPITAL shall have the right to terminate this AGREEMENT immediately upon written notice.

10.3 Termination for Insurance and Insolvency. HOSPITAL shall terminate this AGREEMENT immediately upon written notice with no further notice obligation or opportunity to cure if COMPANY fails to maintain the insurance required by Section 8.2 or if COMPANY shall become insolvent, shall make an assignment for the benefit of creditors, or shall have a petition in bankruptcy filed for or against it.

10.4 Termination for Non-Financial Default. If COMPANY, its AFFILIATES or SUBLICENSEES shall default in the performance of any of its obligations under this AGREEMENT, including but not limited to its obligations under Section 3.1(a)(i-vi) or Section 3.1(b)(i), and if such default has not been cured within sixty (60) days after notice by HOSPITAL in writing of such default, HOSPITAL may immediately terminate any licenses granted hereunder with respect to the country or countries in which such default has occurred at the end of said sixty (60) day cure period. HOSPITAL shall also have the right to terminate such licenses immediately, upon written notice, in the event of repeated defaults even if cured within such sixty (60) day periods.

10.5 Termination by Company. COMPANY shall have the right to terminate this AGREEMENT by giving ninety (90) days advance written notice to HOSPITAL and upon such termination shall immediately cease all use and TRANSFER of PRODUCTS and PROCESSES.

10.6 Effect of Termination on Sublicenses. Any sublicenses granted by COMPANY under this AGREEMENT shall provide for termination or assignment to HOSPITAL of COMPANY's interest therein, at the option of HOSPITAL, upon termination of this AGREEMENT or upon termination of any license hereunder under which such sublicense has been granted.

10.7 Effects of Termination of AGREEMENT. Upon termination of this AGREEMENT or any of the licenses hereunder for any reason, final reports in accordance with Article 5 shall be submitted to HOSPITAL and all royalties and other payments, including without limitation any unreimbursed PATENT COSTS, accrued or due to HOSPITAL as of the termination date shall become immediately payable. COMPANY shall cease, and shall cause its AFFILIATES and SUBLICENSEES to cease under any sublicense granted by COMPANY, all TRANSFERS and uses of PRODUCTS and PROCESSES upon such termination. The termination or expiration of this AGREEMENT or any licenses granted hereunder shall not relieve COMPANY, its AFFILIATES or SUBLICENSEES of obligations arising before such termination or expiration.

11. COMPLIANCE WITH LAW

11.1 Compliance. COMPANY shall have the sole obligation for compliance with and shall ensure that any AFFILIATES and SUBLICENSEES comply with, all government statutes and regulations that relate to PRODUCTS and PROCESSES, including, but not limited to, FDA statutes and regulations and the Export Administration Act of 1997, as amended, and the regulations promulgated thereunder, and any applicable similar laws and regulations of any other country in the LICENSE TERRITORY.

11.2 Patent Numbers. COMPANY shall cause all PRODUCTS sold in the United States to be marked with all applicable U.S. Patent Numbers, to the full extent required by United States law. COMPANY shall similarly cause all PRODUCTS shipped to or sold in any other country to be marked in such a manner as to conform with the patent laws and practices of such country.

12. MISCELLANEOUS

12.1 Entire Agreement. This AGREEMENT constitutes the entire understanding between the PARTIES with respect to the subject matter hereof.

12.2 Notices. Any written notices, reports, waivers, correspondences or other communications required under or pertaining to this AGREEMENT, and including all payments required hereunder, shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other PARTY, as follows:

If to COMPANY:

[***]

If to HOSPITAL:

[***]

Notices and payments shall be considered timely if such notices are received on or before the established deadline date or sent on or before the deadline date as verifiable by legibly dated U.S. Postal Service postmark or dated receipt from a commercial carrier.

12.3 Amendment; Waiver. This AGREEMENT may be amended and any of its terms or conditions may be waived only by a written instrument executed by an authorized signatory of the PARTIES or, in the case of a waiver, by the PARTY waiving compliance. The failure of either PARTY at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either PARTY of any condition or term shall be deemed as a further or continuing waiver of such condition or term or of any other condition or term.

12.4 Binding Effect. This AGREEMENT shall be binding upon and inure to the benefit of and be enforceable by the PARTIES hereto and their respective permitted successors and assigns.

12.5 Assignment. Except as set forth in this Section 12.5 and Section 12.6, COMPANY shall not assign any of its rights or obligations under this AGREEMENT without the prior written consent of HOSPITAL. Provided COMPANY has fulfilled its diligence obligations as set forth in Article 3, no such consent will be required to assign this AGREEMENT to a successor of COMPANY's business to which this AGREEMENT pertains or to a purchaser of substantially all of COMPANY's assets related to this AGREEMENT, so long as such successor or purchaser shall agree in writing to be bound by the terms and conditions hereof prior to such assignment. COMPANY shall notify HOSPITAL in writing of any such assignment and provide a copy of all assignment documents and related agreements to HOSPITAL within thirty (30) days of such assignment. Failure of an assignee to agree to be bound by the terms hereof or failure of COMPANY to notify HOSPITAL and provide copies of assignment documentation shall be grounds for termination of this AGREEMENT for default.

12.6 The PURCHASE AGREEMENT. Subject to the terms of this Section 12.6, HOSPITAL acknowledges and agrees that (a) COMPANY has granted a security interest in this AGREEMENT to KLP pursuant to the PURCHASE AGREEMENT; (b) KLP may sell, assign and otherwise transfer this AGREEMENT in exercising its right as a secured party upon a default by COMPANY under the PURCHASE AGREEMENT or any other instrument, document or agreement; and (c) KLP may exercise any and all other rights it may have as a secured party with respect to this AGREEMENT under the Connecticut Uniform Commercial Code ("UCC"). Any transferee of this AGREEMENT ("TRANSFeree") must (i) promptly cure any default of COMPANY under this AGREEMENT, including the payment of any extension fees due under Section 3.2, (ii) pay the assignment fee set forth in Section 4.9 and (iii) agree in writing to be bound by the terms and conditions of this AGREEMENT. KLP shall notify HOSPITAL of any default of COMPANY under the PURCHASE AGREEMENT or related instruments, documents or agreements within (30) day of such default. KLP must exercise any right to sell, assign or otherwise transfer this AGREEMENT, as set forth above, within one (1) year of the date it exercises any remedy as a secured party under the PURCHASE AGREEMENT or UCC. Any transfer of this AGREEMENT by KLP to a TRANSFeree shall be subject to the prior written approval of HOSPITAL, which approval shall not be unreasonably withheld or delayed. Failure of any TRANSFeree to agree to be bound by the terms of this AGREEMENT shall be grounds for termination of this AGREEMENT for default.

12.7 Force Majeure. Neither PARTY shall be responsible for delays resulting from causes beyond the reasonable control of such PARTY, including without limitation fire, explosion, flood, war, sabotage, strike or riot, provided that the nonperforming PARTY uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this AGREEMENT with reasonable dispatch whenever such causes are removed.

12.8 Use of Name. Neither PARTY shall use the name of the other PARTY or of any trustee, director, officer, staff member, employee, student or agent of the other PARTY or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the PARTY or individual whose name is to be used. For HOSPITAL, such approval shall be obtained from HOSPITAL's Chief Public Affairs Officer. COMPANY may use HOSPITAL's name where appropriate for investor due diligence purposes in any financing undertaken by COMPANY.

12.9 Governing Law. This AGREEMENT shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Each PARTY agrees to submit to the exclusive jurisdiction of the Superior Court for Suffolk County, Massachusetts, and the United States District Court for the District of Massachusetts with respect to any claim, suit or action in law or equity arising in any way out of this AGREEMENT or the subject matter hereof.

12.10 Hospital Policies. COMPANY acknowledges that HOSPITAL's employees and medical and professional staff members and the employees and staff members of HOSPITAL's AFFILIATES are subject to the applicable policies of HOSPITAL and such AFFILIATES, including, without limitation, policies regarding conflicts of interest, intellectual property and other matters. COMPANY shall provide HOSPITAL with any agreement it proposes to enter into with any employee or staff member of HOSPITAL or any of HOSPITAL's AFFILIATES for HOSPITAL's prior review and shall not enter into any oral or written agreement with such employee or staff member which conflicts with any such policy. HOSPITAL shall provide COMPANY, at COMPANY's request, with copies of any such policies applicable to any such employee or staff member.

12.11 Severability. If any provision(s) of this AGREEMENT are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term hereof, it is the intention of the parties that the remainder of this agreement shall not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal or unenforceable, there be substituted or added as part of this AGREEMENT a provision which shall be as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal or enforceable provision, but shall be valid, legal and enforceable.

12.12 Survival. In addition to any specific survival references in this AGREEMENT, Sections 1, 2.4, 5.5, 8.1, 8.2, 9.1, 9.2, 9.3, 10.6 , 10.7, 12.2, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13 and 12.14 shall survive termination or expiration of this AGREEMENT.

12.13 Interpretation. The parties hereto are sophisticated, have had the opportunity to consult legal counsel with respect to this transaction and hereby waive any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter .

12.14 Headings. All headings are for convenience only and shall not affect the meaning of any provision of this AGREEMENT.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first written above.

Alopexx Pharmaceuticals LLC

The BRIGHAM AND WOMEN'S HOSPITAL, INC

By /s/ Daniel Vlock
Name: Daniel Vlock
Title CEO
Date December 4, 2007

By /s/ Vendana Desai Yajnik, PhD
Name: Vendana Desai Yajnik, PhD
Title Associate Director Corporate Sponsored Research & Licensing
Date December 5, 2007

Appendix A

Interinstitutional Agreement between HOSPITAL and [*]**

Appendix B

BIOLOGICAL MATERIALS

[***]

Appendix C

PATENT RIGHTS

[**]

Appendix D

PURCHASE AGREEMENT

[**]

Appendix E

COMMERCIAL SALES REPORTS

(see attached)

BWH Agreement# - A10100 Licensee - Sub-Licensee -

Separate reports must be filed for Payments associated with each Product:

Product Name: _____

Report Time Period:

From mm/dd/yyyy _____

To mm/dd/yyyy _____

			Detailed Explanation of Payment Required for "Other Payment"
Annual Fees	\$	_____	_____
Milestone Payments	\$	_____	_____
Sublicense Fees and Royalties	\$	_____	_____
Other Payment	\$	_____	_____
Other Payment	\$	_____	_____
Other Payment	\$	_____	_____
TOTAL	\$	_____	_____

PLEASE ATTACH DETAIL AS REQUIRED

BWH Agreement# - A10100

Licensee -

Sub-Licensee -

Separate reports must be filed for:

- Each Product sold.
- Each country of sale, if different deductions or royalty rates apply.

Product Name:

Report Time Period:

Frommm/dd/yyyy

Tomm/dd/yyyy

Country of Sale

Quantity Sold

Gross Sales (USD)

\$

\$

\$

Exchange Rate

Deductions and Credits (Itemize)

Please list each deduction and credit separately.

Use same definition as appears in agreement and include the contract paragraph as a reference.

1.
2.
3.
4.

Net Sales

Royalty Percentage

Royalty Due

\$

\$

\$

PLEASE ATTACH DETAIL SALES REPORTS AS REQUIRED

***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

**AMENDMENT No. 1 to
EXCLUSIVE LICENSE AGREEMENT**

BWH Case Nos [***], [***], [***]
Agreement No. [***]

THIS Amendment No. 1 to the License Agreement (as defined below) (“Amendment”) is effective as of the “Amendment Effective Date”(defined below), by and between The Brigham and Women’s Hospital, Inc., a not-for-profit corporation, having a primary place of business at 75 Francis Street, Boston, Massachusetts 02115 (“BWH”) and Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having a principal place of business at [***] (“COMPANY”) (each individually a “PARTY” and together collectively the “PARTIES”).

BACKGROUND

WHEREAS, BWH and COMPANIES are parties to an exclusive license agreement ([***) which has an effective date of December 4, 2007 (the “License Agreement”); and

WHEREAS, COMPANY is [***]

WHEREAS, the PARTIES would like to [***];

Except as expressly modified hereby, the terms of the License Agreement remain in full force and effect and shall govern and apply to this Amendment. Unless otherwise indicated, all defined terms shall have the same meaning in this Amendment as in the License Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings hereinafter set forth, it is agreed by and between the parties as follows:

1. Section 1.3 of the License Agreement shall be deleted and replaced with the following:

“1.3 “CLAIM” shall mean any issued claim of any PATENT RIGHT in a country, that has not been permanently revoked, nor held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction that is unappealable or unappealed in the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country.”

2. Section 1.4 of the License Agreement shall be deleted and replaced with the following:

“COMMERCIAL SALE” shall mean any TRANSFER of a PRODUCT or PROCESS by COMPANY, an AFFILIATE, SUBLICENSEE or SUBSEQUENT SUBLICENSEE (which may include a TRANSFER to an AFFILIATE, SUBLICENSEE, or SUBSEQUENT SUBLICENSEE), for value, in the form of cash or otherwise.”

3. Section 1.9 of the License Agreement shall be deleted and replaced with the following:

“1.9 “NET SALES” shall mean:

The amount invoiced or otherwise billed by COMPANY, its AFFILIATE, SUBLICENSEES or SUBSEQUENT SUBLICENSEES [***].

A sale of a PRODUCT is deemed to occur upon invoicing [***]

[***].

[***].

[***]

4. The following provisions shall be added to Article 1 of the License Agreement:

“1.18 SUBSEQUENT SUBLICENSEE shall mean a third party sublicense of the rights granted by a SUBLICENSEE in accordance with [***].

1.19 SUBSEQUENT SUBLICENSE shall mean a sublicense granted by a SUBLICENSEE in accordance with [***].”

5. Section [***] of the License Agreement shall be deleted and replaced with the following:

“2.2 All sublicenses granted hereunder shall be consistent with the terms of this AGREEMENT, to the extent that such sublicenses shall incorporate terms and conditions sufficient to enable COMPANY to comply with this AGREEMENT. [***]

Under approved sublicenses, the right of SUBLICENSEES to grant “SUBSEQUENT SUBLICENSES” shall be subject to the following restrictions and conditions:

(i) [***].

(ii) [***].

(iii) [***].

(iv) [***].

(v) [***]

(vi) [***].

(vii) [***].

(viii) [***]

(ix) [***]

6. [***] of the License Agreement shall be deleted and replaced with the following:

[***]

7. Section [***].

8. The following provision shall be added to the end of Section 3.1(a):

[***]

9. Section [***]:

“Audit Rights. COMPANY shall maintain, and shall cause each of its AFFILIATES and SUBLICENSEES to maintain, complete and accurate records relating to the rights and obligations under this AGREEMENT and any amounts payable to HOSPITAL in relation to this AGREEMENT, which records shall contain sufficient information to permit HOSPITAL and its representatives to confirm the accuracy of any payments and reports delivered to HOSPITAL and compliance in all other respects with this AGREEMENT. COMPANY shall retain and make available, and shall cause each of its AFFILIATES and SUBLICENSEES to retain and make available, such records for at least three (3) years following the end of the calendar year to which they pertain, to HOSPITAL and/or its representatives, at HOSPITAL’s expense and upon at least fifteen (15) days’ advance written notice, for inspection during normal business hours, to verify any reports and payments made and/or compliance in other respects under this AGREEMENT. If any examination conducted by HOSPITAL or its representatives pursuant to the provisions of this Section show an underreporting or underpayment of five percent (5%) or more in any payment due to HOSPITAL hereunder, COMPANY shall bear the full cost of such audit and shall remit any amounts due to HOSPITAL (including interest due in accordance with Section 4.11) within thirty (30) days of receiving notice thereof from HOSPITAL. If such examination shows any overpayment of five percent (5%) or more in any payment due HOSPITAL, HOSPITAL shall remit the overpayment amount to COMPANY within thirty (30) days of the determination of an overpayment.”

10. Section 7.1 of the License Agreement shall be deleted and replaced with the following:

“Enforcement of Patent Rights, Defense of Infringement Actions. COMPANY and HOSPITAL each promptly, but in any event no later than [***] after receipt of notice or after becoming aware of an action, shall notify the other in writing of any patent nullity actions, any declaratory judgment actions or any alleged or threatened invalidity or unenforceability infringement of PATENT RIGHTS, or if either PARTY, or any of their respective Affiliates, shall be individually named as a defendant in a legal proceeding by a Third Party alleging infringement of PATENT RIGHTS arising from this AGREEMENT.”

11. Section 7.2 of the License Agreement shall be deleted and replaced with the following:

[***]

12. Section 7.4 of the License Agreement shall be deleted and replaced with the following:

[***]

13. Section 7.6 of the License Agreement shall be deleted and replaced with the following:

“7.6 [***]:

(i) [***].

(i) [***]

14. Section [***] of the License Agreement shall be deleted and replaced with the following:

[***]

15. Section of the License Agreement shall be deleted and replaced with the following:

“12.5 [***]

16. A new section 9.2 shall be introduced as follows as part of Article 9 which shall be titled as “Representations and Warranties, Disclaimer and Limitation of Liabilities” and Section 9.2 and 9.3 shall be renumbered 9.3 and 9.4 respectively:

“9.2 Additional Representations and Warranties of HOSPITAL [***]

(i) [***].

(ii) [***].

(iii) [***].

(iv) [***]

17. Sections 4.5(d) and 4.5(e) shall be [***].

This Amendment shall be effective as of effective date of the Sublicense Agreement (the “Amendment Effective Date”), and this Amendment shall automatically expire upon the termination of the Sublicense Agreement. Nothing in this Amendment shall be construed as amending or modifying by implication or otherwise any of the rights or obligations provided in the License Agreement, except as expressly set forth in this Amendment.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to be effective as of the date hereof.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

By: /s/ Brian N Hicks

Title: Executive Director

Name: _____

Date: 30 Nov 2009

ALOPEXX PHARMACEUTICALS, LLC

By: /s/ Daniel R. Vlock

Title: CEO

Name: Daniel R. Vlock, M.D.

Date: November 30, 2009

***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

**AMENDMENT No. 2 to
EXCLUSIVE LICENSE AGREEMENT**

BWH Case Nos [***], [***], [***]

Agreement No. [***]

THIS Amendment No. 2 to the License Agreement (as defined below) ("Amendment 2") is effective as of the "Amendment Effective Date" (defined below), by and between The Brigham and Women's Hospital, Inc., a not-for-profit corporation, having a primary place of business at 75 Francis Street, Boston, Massachusetts 02115 ("BWH") and Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having a principal place of business at [***] ("COMPANY") (each individually a "PARTY" and together collectively the "PARTIES").

WHEREAS, BWH and COMPANY are parties to an exclusive license agreement ([***) which has an effective date of December 4, 2007, as amended on December 3, 2009 ([***) (collectively, the "License Agreement"), and;

WHEREAS, COMPANY has [***]

WHEREAS, the PARTIES would like to further amend the License Agreement;

IT IS AGREED by the PARTIES that except as expressly modified hereby, the terms of the License Agreement remain in full force and effect and shall govern and apply to this Amendment 2. Unless otherwise indicated, all defined terms shall have the same meaning in this Amendment 2 as in the License Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings hereinafter set forth, it is agreed by and between the PARTIES as follows:

1. Sections [***] of the License Agreement shall be [***].
 2. Brigham shall [***].
-

3. The instructions for payment in Section 4.10 of the License Agreement shall be revised such that the last paragraph is replaced with the following information:

“Payments by check should be addressed to:

[***]

Payments via wire transfer should be made as follows:

[***]

3. This Amendment 2 shall be effective as of December 3, 2009 (“Amendment 2 Effective Date”), and this Amendment 2 shall automatically expire upon the termination of the Sublicense Agreement. Nothing in this Amendment 2 shall be construed as amending or modifying by implication or otherwise any of the rights or obligations provided in the License Agreement, except as expressly set forth in this Amendment 2.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed and delivered this Amendment 2 to be effective as of the Amendment 2 Effective Date.

THE BRIGHAM AND WOMEN’S HOSPITAL, INC.

By: /s/ Yogesh Sharma, PhD, MBA

Title: Associate Director Innovation

Name: Yogesh Sharma, PhD, MBA

Date: 27 Jan 2010

ALOPEXX PHARMACEUTICALS, LLC

By: /s/ Daniel R. Vlock

Title: CEO

Name: Daniel R. Vlock, M.D.

Date: January 27, 2010

[*] Certain information in this document has been excluded pursuant to Regulation S -K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed**

AMENDMENT No. 3 to
EXCLUSIVE LICENSE AGREEMENT

BWH Case Nos [***], [***], [***], [***]

Agreement No. [***]

THIS Amendment No. 3 to the License Agreement (as defined below) (“Amendment No. 3”) is effective as of the “Amendment Effective Date” (defined below), by and between The Brigham and Women’s Hospital, Inc., a not-for-profit corporation, having a primary place of business at 75 Francis Street, Boston, Massachusetts 02115 (“BWH”) and Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having a principal place of business at [***] (“COMPANY”) (each individually a “PARTY” and together collectively the “PARTIES”).

BACKGROUND

WHEREAS, BWH and COMPANY are parties to an exclusive license agreement (BWH# [***]) which has an effective date of December 4, 2007, as amended on December 3, 2009 (BWH# [***]; BWH [***]) (collectively, the “License Agreement”); and

WHEREAS, COMPANY entered into a certain sublicense agreement (BWH# [***]) with [***] having its principal place of business at [***], for a sublicense of the rights granted to Alopexx under the License Agreement, and having an effective date of December 3, 2009 (the “Sublicense Agreement”); and

WHEREAS, BWH and COMPANY executed two amendments to the License Agreement, Amendment and Amendment 2 (collectively, the “Amendments”), having an effective date of December 3, 2009, in order to amend the License Agreement to accommodate certain negotiated terms of the Sublicense Agreement; and

WHEREAS, [***] subsequently [***].

WHEREAS, the PARTIES would like to further amend the License Agreement in order to accommodate the [***]; and

WHEREAS, COMPANY has made a request [***]; and

WHEREAS, the PARTIES would like to further amend the License Agreement to modify the PATENT RIGHTS to include BWH [***].

Except as expressly modified hereby, the terms of the License Agreement remain in full force and effect and shall govern and apply to this Amendment 3. Unless otherwise indicated, all defined terms shall have the same meaning in this Amendment 3 as in the License Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings hereinafter set forth, it is agreed by and between the PARTIES as follows:

1. The Parties are in agreement that [***]

2. Section 1.10 of the License Agreement shall be deleted and replaced with the following:

1.10 "PATENT RIGHTS" shall mean HOSPITAL's rights and [***] in (a) patents and patent applications listed on ***attached hereto; (b) any divisions, continuations, continuations-in-part to the extent the claims are supported by the patent applications and patents included in (a), reissues, reexaminations or extensions of the patent applications and patents in (a); (c) any foreign counterparts and equivalents of the patent applications and patents listed in (a) and (b); and (d) all patents issuing therefrom anywhere in the world. For clarity the PATENT RIGHTS are [***]. BWH [***] is [***]. BWH Cases [***], [***], and [***] are [***].

3. Section 3.1 of the License Agreement shall be deleted and replaced with the following:

3.1 Diligence Requirements. COMPANY shall itself use, or shall cause its AFFILIATES or SUBLICENSEES, as applicable, to use, best efforts to develop and make available to the public PRODUCTS and PROCESSES throughout the LICENSE TERRITORY in the LICENSE FIELD. Such efforts shall include achieving the following objectives within the time periods designated below following the EFFECTIVE DATE:

(a) Pre-Sales Requirements.

- (i) Within [***] of the EFFECTIVE DATE and [***] thereafter as set forth in Section [***], COMPANY shall [***];
- (ii) Within [***], COMPANY will [***]. Acceptable documentation will be [***];

- (iii) Within [***] COMPANY will c[***];
- (iv) Within [***] COMPANY will [***];
- (v) Within [***] COMPANY will [***]; and
- (vi) Within [***] COMPANY will [***].

4. Section 4.2 of the License Agreement shall be deleted and replaced with the following:

4.2 Patent Cost Reimbursement for BWH Case[***] and Case [***]

- (a) COMPANY shall [***]:
 - (i) Payment [***] shall be due upon [***];
 - (ii) Payment in the amount of [***] shall all be due on [***];
 - (iii) Payment in the amount [***] shall be due on [***];
 - (iv) Payment in the amount of [***] shall be due on [***];
 - (v) Payment in the amount of [***] shall be due on [***].

COMPANY shall pay HOSPITAL, or at HOSPITAL's request directly to patent counsel, all other CASE [***] PATENT COSTS within [***] of COMPANY's receipt of an invoice for such either from HOSPITAL or HOSPITAL's patent counsel. COMPANY agrees to indemnify, defend and hold HOSPITAL [***] harmless from and against any and all liabilities, damages, costs and expenses arising from the failure of COMPANY to timely pay such invoices and CASE [***] PATENT COSTS. HOSPITAL shall instruct patent counsel to provide copies to HOSPITAL for HOSPITAL's administrative files of all invoices detailing CASE [***] PATENT COSTS which are sent directly to COMPANY.

- (b) COMPANY shall reimburse HOSPITAL for all costs associated with the preparation, filing, prosecution and maintenance of certain PATENT RIGHTS for BWH ***which are directed toward the antibody (“[***]PATENT COSTS”). As of the EFFECTIVE DATE, HOSPITAL has [***] in [***]PATENT COSTS [***] which amount COMPANY [***];
- (i) Payment in the amount of [***] shall be due [***] of COMPANY’s receipt of an invoice for such amount either from HOSPITAL or HOSPITAL’s patent counsel.

COMPANY shall pay HOSPITAL, or at HOSPITAL’s request directly to patent counsel, all other [***]PATENT COSTS within [***] of COMPANY’s receipt of an invoice for such either from HOSPITAL or HOSPITAL’s patent counsel. COMPANY agrees to indemnify, defend and hold HOSPITAL [***] harmless from and against any and all liabilities, damages, costs and expenses arising from the failure of COMPANY to timely pay such invoices and ***PATENT COSTS. HOSPITAL shall instruct patent counsel to provide copies to HOSPITAL for HOSPITAL’s administrative files of all invoices detailing [***] PATENT COSTS which are sent directly to COMPANY.

6. Section 4.5 of the License Agreement shall be deleted and replaced with the following:

4.5 [***]. COMPANY shall [***]occurs:

- (a) [***] of the EFFECTIVE DATE: [***];
- (b) [***] of the EFFECTIVE DATE: [***];
- (c) [***] of the EFFECTIVE DATE: [***]; and
- (d) [***] of the EFFECTIVE DATE: [***]; and
- (e) [***] of the EFFECTIVE DATE: [***]; and
- (f) [***] of the EFFECTIVE DATE: [***]; and

- (g) [***] of the EFFECTIVE DATE: [***]
- (h) [***] of the EFFECTIVE DATE: [***] and
- (i) [***] of the EFFECTIVE DATE: [***]; and
- (j) [***] of the EFFECTIVE DATE: [***]; and
- (k) [***] of the EFFECTIVE DATE thereafter.. [***]

[***],

7. Section 4.6 of the License Agreement shall be deleted and replaced with the following:

4.6 Milestone Payments. In addition to the payments set forth in [***], COMPANY shall pay HOSPITAL [***], as follows:

- (a) [***] within [***]; and
- (b) [***] within [***]
- (c) [***] within [***],
- (d) [***] within [***]

8. Section 6.1 of the License Agreement shall be deleted and replaced with the following:

6.1 Prosecution. HOSPITAL shall be responsible for the preparation, filing, prosecution and maintenance of all patent applications and patents included in PATENT RIGHTS. COMPANY shall reimburse HOSPITAL for [***]and [***] PATENT COSTS and its share of GSK PATENT COSTS (hereinafter collectively referred to as the PATENT COSTS”) incurred by HOSPITAL relating thereto in accordance with [***]. COMPANY shall have the right to consult with HOSPITAL in the preparation, filing, prosecution and maintenance of patents and patent applications include in PATENT RIGHTS.

9. Appendix C ‘PATENT RIGHTS’ of the License Agreement shall be deleted and replaced with the [***]to this [***].

This Amendment 3 shall be effective as of effective date of the License Agreement (the “Amendment 3 Effective Date”), and this Amendment shall automatically expire upon the termination of the License Agreement. Nothing in this Amendment 3 shall be construed as amending or modifying by implication or otherwise any of the rights or obligations provided in the License Agreement, except as expressly set forth in this Amendment 3.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to be effective as of the date hereof.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

By: /s/ Yogesh Sharma

Title: Associate Director. Innovation

Name: Yogesh Sharma, PhD, MBA

Date: _____

ALOPEXX PHARMACEUTICALS, LLC

By: /s/ Daniel R. Vlock

Title: CEO

Name: Daniel R. Vlock. M.D.

Date: 6 March 201

***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

AMENDMENT No. 4 to
EXCLUSIVE LICENSE AGREEMENT

BWH Case No: [***], [***], and [***]

BWH Agreement No. [***]

This Amendment No. 4 to the Exclusive License Agreement (“Amendment No. 4”) is effective as of April 29, 2019 (“Amendment No. 4 Effective Date”), by and between The Brigham and Women’s Hospital, Inc., a not-for-profit Massachusetts corporation, having a primary place of business at 75 Francis Street, Boston, Massachusetts 02115 (“HOSPITAL”) and Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having a principal place of business at [***] (“COMPANY”), each referred to herein individually as a “PARTY” and together collectively as the “PARTIES”.

RECITALS

WHEREAS, HOSPITAL and COMPANY have executed an Exclusive License Agreement which has an effective date of December 4, 2007, as amended on December 2, 2009, February 2, 2010 and March 6, 2015 (collectively, the “License Agreement”; BWH Agreement No. Al 10100);

WHEREAS, COMPANY has made a request to amend and restate the diligence milestones of the License Agreement; and

WHEREAS, the PARTIES would like to further amend the PATENT RIGHTS listed in the License Agreement to remove BWH Case. No. [***].

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereby agree as follows:

1. Certain Definitions. The following terms shall be added to the License Agreement.

“NDA” or “BLA” shall mean either a New Drug Application or Biologics License Application filed with the FDA to obtain Marketing Approval for a Product in the United States, or any comparable application filed with the applicable Regulatory Authority in or for a country or jurisdiction other than the United States.

“Phase I Clinical Trial” shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(a), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

“Phase II Clinical Trial” shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(b), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

“Phase III Clinical Trial” shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(c), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

“PMA” shall mean a Premarket Approval Application of a Product which satisfies the requirements of 21 C.F.R. 814, as amended from time to time.

2. Section 3.1 (a) of the License Agreement (Pre-Sales Requirements) shall be deleted in its entirety and replaced with the following:

(a) Pre-Sales Requirements.

- (i) Within [***]after the EFFECTIVE DATE, and annually thereafter as set forth in[***], COMPANY shall [***];
- (ii) Within [***]after the EFFECTIVE DATE, COMPANY will [***]
- (iii) Within [***]after the EFFECTIVE DATE, COMPANY will [***];
- (iv) Within [***]after the EFFECTIVE DATE, COMPANY will [***];
- (v) Within [***]after the EFFECTIVE DATE, COMPANY [***]; and
- (vi) Within [***]after the EFFECTIVE DATE, COMPANY will [***].

3. The Parties hereby [***] from [***] COMPANY under the License Agreement, including [***]

4. Appendix [***] under the License Agreement is [***]

5. In consideration of this Amendment No. 4, COMPANY shall pay [***] within [***]after the Amendment No. 4 Effective Date and [***]within [***] after the Amendment No. 4 Effective Date.

6. Any capitalized terms not defined in this Amendment No. 4 shall have the meaning set forth in the License Agreement;

7. To the extent the terms of this Amendment No. 4 are contrary to the terms of the License Agreement, the terms of the Amendment No. 4 shall control;

8. Except as specifically amended hereby, all provisions of the License Agreement shall remain in full force and effect;
9. This Amendment No. 4 shall be effective as of the “Amendment No. 4 Effective Date”, and this Amendment No. 4 shall automatically expire upon the termination of the License Agreement. Nothing in this Amendment No. 4 shall be construed as amending or modifying by implication or otherwise any of the rights or obligations provided in the License Agreement, except as expressly set forth in this Amendment No. 4; and
10. For the convenience of the PARTIES, this Amendment No. 4 may be executed electronically by email or facsimile transmission of signature pages, and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both PARTIES. A portable document format (PDF) or electronic copy of this Amendment No. 4, including the signature pages, will be deemed an original.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the PARTIES hereto have duly executed and delivered this Amendment No. 4 to be effective as of the Amendment No. 4 Effective Date as evidenced by the signatures of their authorized representatives below.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

ALOPEXX PHARMACEUTICALS, LLC

/s/ Daniel Castro

By: /s/ Daniel Vlock

Name: Daniel Castro

Name: Daniel R Vlock, MD

Title:

Date: APRIL 30, 2019

[[***]] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

ASSIGNMENT AND ASSUMPTION AGREEMENT

BWH Case No: [***], [***] and [***]
BWH Agreement No. [***]

This Assignment and Assumption Agreement (this “**Assignment and Assumption Agreement**”) is made as of May 3, 2019 (the “**Effective Date**”), by and among Alopexx Pharmaceuticals, LLC, a Delaware limited liability company, having its principal office located at [***] (“**Alopexx Pharmaceuticals**”), OneBiopharma, Inc., a Delaware corporation with a business address at [***] (“**OneBiopharma**”) and the Brigham and Women's Hospital, Inc. (the “**Hospital**”). Each of Alopexx Pharmaceuticals, OneBiopharma and the Hospital is sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Alopexx Pharmaceuticals and Hospital executed an Exclusive License Agreement dated as of December 4, 2007 and amended on December 2, 2009, February 2, 2010, March 6, 2015 and April 30, 2019 (collectively, the “**Assigned License Agreement**”; BWH Agreement No. [***]); a copy of which is attached hereto as [***];

WHEREAS, Alopexx Pharmaceuticals desires to assign all of its rights, title and interest in and to the Assigned License Agreement to OneBiopharma; and

WHEREAS, OneBiopharma desires to accept the assignment of the Assigned License Agreement by Alopexx Pharmaceuticals and assume all of Alopexx Pharmaceuticals's liabilities and obligations under the Assigned License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption of Assigned License Agreement. Alopexx Pharmaceuticals hereby assigns to OneBiopharma all of its existing and future right, title and interest of every nature in the Assigned License Agreement and OneBiopharma accepts and assumes such Assigned License Agreement, and hereby assumes, undertakes, and agrees to pay, perform, fulfill and discharge, from and after the Effective Date, all of Alopexx Pharmaceuticals's obligations and liabilities under the Assigned License Agreement and agrees to perform all the terms and conditions of the Assigned License Agreement to be performed by Alopexx Pharmaceuticals on and after the Effective Date.

2. Hospital Consent/Knowledge; Assignment fee.

(a) Hospital hereby consents to (i) the assignment by Alopexx Pharmaceuticals of the Assigned License Agreement, and all of the rights and obligations of Alopexx Pharmaceuticals in, to and under the Assigned License Agreement, to OneBiopharma, and (ii) the assumption by OneBiopharma of all of Alopexx Pharmaceuticals's obligations and liabilities in, to and under the Assigned License Agreement on and after the Effective Date, all as set forth in this Assignment and Assumption Agreement.

(b) To the knowledge of the Hospital's Innovation Office:

- (i) The copy of the Assigned License Agreement attached hereto as Exhibit A is a complete, true and accurate copies of the Assigned License Agreement.
- (ii) The Assigned License Agreement has not been assigned, amended, modified, supplemented or superseded since its execution other than as expressly set forth in this Assignment and Assumption Agreement.
- (iii) The Assigned License Agreement is valid and is in full force and effect.
- (iv) Hospital has received all payments due and payable by Alopexx Pharmaceuticals under the Assigned License Agreement as of the Effective Date, including all patent fees and expenses for which it has invoiced Alopexx Pharmaceuticals pursuant to the terms of the Assigned License Agreement.
- (v) Hospital has not declared a default under the Assigned License Agreement at any time prior to the date hereof, there are no uncured defaults on the part of Alopexx Pharmaceuticals under the Assigned License Agreement as of the Effective Date and, as of the Effective Date, there are no events that have occurred which, with the giving of notice or passage of time or both, would constitute a default by Alopexx Pharmaceuticals thereunder.
- (vi) The assignment and assumption of the Assigned License Agreement as set forth herein shall not constitute a sublicense of the Assigned License Agreement by Alopexx Pharmaceuticals.

(c) Alopexx Pharmaceuticals shall [***] of such assignment, as provided under [***] of the Assigned License Agreement. If Alopexx Pharmaceuticals fails to make payment due hereunder, Hospital shall have the right to revoke this Assignment [***]written notice, unless Alopexx Pharmaceuticals shall make such payment within [***].

3. Representations of Alopexx Pharmaceuticals. Alopexx Pharmaceuticals hereby represents to OneBiopharma that:

(a) The copy of the Assigned License Agreement attached hereto as [***] is a complete, true and accurate copy of the Assigned License Agreement.

(b) The Assigned License Agreement has not been assigned, amended, modified, supplemented or superseded since its execution other than as expressly set forth in this Assignment and Assumption Agreement.

(c) The Assigned License Agreement is valid and is in full force and effect.

4. Mutual Representations and Warranties. Alopexx Pharmaceuticals and OneBiopharma each represents and warrants to the other, as of the Effective Date, as follows:

(a) It is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Assignment and Assumption Agreement.

(b) The execution and delivery of this Assignment and Assumption Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or company action and will not violate (i) such Party's certificate of incorporation or bylaws (or equivalent organizational documents), (ii) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (iii) any requirement of any applicable laws, or (iv) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party. This Assignment and Assumption Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms and conditions.

5. Miscellaneous. This Assignment and Assumption Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts or choice of laws rules. This Assignment and Assumption Agreement and the Assigned License Agreement (a) constitute the entire agreement and understanding between the Parties regarding the Assigned License Agreement, and (b) supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the Assigned License Agreement. If one or more provisions of this Assignment and Assumption Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the Parties, and if such modification is not possible, such provision shall be severed from this Assignment and Assumption Agreement and the balance of this Assignment and Assumption Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms. This Assignment and Assumption Agreement may be executed in any number of counterparts (including by facsimile and portable document format (PDF) via electronic mail), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

ALOPEXX PHARMACEUTICALS, LLC

By: /s/ Daniel R. Vlock

Name: Daniel R. Vlock

Title: President and CEO

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

ONEBIOPHARMA, INC.

By: /s/ Michael Wyand

Name: Michael Wyand

Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

/s/ Daniel Castro

Name: Daniel Castro

Title: Managing Director, Licensing
Partners HealthCare Innovation

Date:

[Signature Page to Assignment and Assumption Agreement]

***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

AMENDMENT No. 5 to the EXCLUSIVE PATENT LICENSE AGREEMENT

BWH Case No. [***], [***], [***]

BWH Agreement No. [***]

This Amendment No. 5 to the Exclusive Patent License Agreement (“Amendment No. 5”) is effective as of February 2, 2022 (“Amendment No. 5 Effective Date”), by and between The Brigham and Women’s Hospital, Inc., a not-for-profit Massachusetts corporation, with a principal place of business at 75 Francis Street, Boston, Massachusetts 02115 (“Hospital”) and Alopexx, Inc., a Delaware corporation, having a principal place of business at [***] (“Company”), each herein referred to as a “Party” and collectively as the “Parties”. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the License Agreement (as defined below).

BACKGROUND

WHEREAS, Hospital and Company are Parties to an Exclusive Patent License Agreement which has an Effective Date of December 4, 2007, and amended on December 2, 2009, February 2, 2010, March 6, 2015, and April 29, 2019 (collectively the “License Agreement”; BWH Agreement No. [***]);

WHEREAS, Alopexx Vaccine assigned all of its rights, title and interest in the License Agreement to OneBiopharma, Inc. on May 1, 2019 (“Assignment and Assumption Agreement”; BWH Agreement No [***]);

WHEREAS, OneBiopharma, Inc. has changed its name to Alopexx, Inc.; and

WHEREAS, Hospital and Company desire to [***];

NOW THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Company hereby agree as follows:

AMENDMENT

1. The License Agreement is hereby amended by replacing all instances of “Alopexx Vaccine, LLC” or “OneBiopharma, Inc.” with “Alopexx, Inc.”. As of the Amendment No. 5 Effective Date, “COMPANY” in the License Agreement shall mean “Alopexx, Inc.”.
 2. In order to remain in compliance with the License Agreement, Company shall [***]
 3. The Diligence Requirements in [***] License Agreement (Pre-Sales Requirements) are hereby deleted in their entirety and replaced with the following:
“Pre-Sale Requirements
 - i. Within [***] after the EFFECTIVE DATE, and [***] thereafter as set forth in Section 5.1. COMPANY shall [***];
 - ii. Within [***] after the EFFECTIVE DATE, COMPANY will show [***] towards [***]. Acceptable documentation will be signed contract and evidence of payments;
-
- iii. Within [***] after the EFFECTIVE DATE, COMPANY will [***];
 - iv. Within [***] after the EFFECTIVE DATE, COMPANY will [***];
 - v. Within [***] after the EFFECTIVE DATE, COMPANY will [***];
 - vi. Within [***] after the EFFECTIVE DATE, COMPANY will [***].”
 4. The License Agreement is hereby amended by deleting section 4.6 (d) and inserting the following language in its place:
“(d) [***]”
 5. The License Agreement is hereby amended by deleting 4.7 (a)(ii) and inserting the following language in its place:
“(ii) [***]”
 6. Except as herein provided, the License Agreement and all of its terms, covenants and conditions are hereby ratified and confirmed in all respects and remain in full force and effect. The License Agreement shall, together with this Amendment No. 5, be read and construed as a single agreement.
 7. This Amendment No. 5 shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
 8. This Amendment No. 5 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Amendment No. 5 may be executed electronically/digitally in compliance with the Massachusetts Uniform Electronic Transactions Act (MUETA) Mass. Gen. Laws ch. 110G and/or The Electronic Signatures In Global And National Commerce Act (ESIGN) 15 USC ch. 96. Persons signing this Amendment No. 5 agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 5 to License Agreement to be executed and delivered by their duly authorized representatives as of the Amendment No. 5 Effective Date.

Alopexx, Inc.

By: /s/ Daniel R Vlock
Name: Daniel R Vlock, MD
Title: CEO
Date: 2 FEB 2022

Brigham and Women’s Hospital, Inc.

By: /s/ Rebecca Listfield, PhD
Name: Rebecca Listfield, PhD
Title: Managing Director, Licensing
Date: February 2, 2022

***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

THE BRIGHAM AND WOMEN'S HOSPITAL, INC. EXCLUSIVE PATENT LICENSE AGREEMENT

BWH Agreement No: ***]

BWH Case No: [***], [***], [***], [***], [***]

This License Agreement ("Agreement") is made as of the second day of March, 2012 ("Effective Date"), by and between Alopetx Vaccine, LLC, a limited liability company, having a principal place of business at [***] ("Company") and The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, with a principal place of business at 75 Francis Street, Boston, Massachusetts 02115 ("Hospital"), each referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

Hospital, as a center for patient care, research and education, is the owner of certain Patent Rights (defined below) and desires to grant a license of those Patent Rights to Company in order to benefit the public by disseminating the results of its research via the commercial development, manufacture, distribution and use of Products and Processes (defined below).

Company has the capability to commercially develop, manufacture, distribute and use Products and Processes for public use and benefit and desires to license such Patent Rights.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise.

1.10 "Affiliate" with respect to either Party shall mean any corporation or other legal entity other than that Party in whatever country organized, controlling, controlled by or under common control with that Party. The term "control" shall mean (i) in the case of Company, direct or indirect ownership of fifty percent (50%) or more of the voting securities having the right to elect directors, and (ii) in the case of Hospital, the power, direct or indirect, to elect or appoint fifty percent (50%) or more of the directors or trustees, or to cause direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

1.11 "Biological Materials" shall mean the biological materials and assays set forth in Appendix B-1. Biological Materials shall include [***]

1.12 "Claim" shall mean any pending or issued claim of any Patent Right that has not been permanently revoked, nor held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction that is unappealable or unappealed in the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer.

1.13 "Distributor" shall mean any third-party entity to whom Company, a Company Affiliate or a Sublicensee has granted, express or implied, the right to distribute any Product or Process pursuant to Section 2.1(b)(ii).

1.14 "First Commercial Sale" shall mean the initial Sale anywhere in the applicable License Territory of a Product or Process.

1.15 "License Field" shall mean the field of prophylactic and therapeutic vaccines to prevent or treat any form of disease and/or colonization in humans caused by PNAG-expressing organisms; the diagnosis of infections in humans caused by a PNAG-expressing organism. Specifically excluded from the License Field are (i) prophylactic and therapeutic vaccines to prevent or treat any form of disease and/or colonization in veterinary animals caused by PNAG-expressing organisms; the diagnosis of infections in veterinary animals caused by a PNAG-expressing organism; and (ii) human prophylactic and therapeutic antibodies to prevent or treat any form of disease and/or colonization caused by a PNAG-expressing organism and assays used for such antibody-related research, development, manufacturing, clinical or epidemiological studies, or post-product launch activities.

1.16 "License Territory" shall mean worldwide.

1.17 "Net Sales" shall be calculated as set forth in this Section 1.17.

(a) Subject to the conditions set forth below, "Net Sales" shall mean:

(i) the gross amount billed or invoiced, or if no such bill or invoice is issued the amount received, whichever is greatest, by Company and its Affiliates and Sublicensees for or on account of Sales of Products and Processes;

(ii) less the following amounts:

(A) to the extent separately stated on the bill or invoice, actually paid by Company and its Affiliates in effecting such Sale:

1. amounts repaid or credited by reason of rejection or return of applicable Products or Processes;
2. reasonable and customary trade, quantity or cash rebates or discounts to the extent allowed and taken; including price reduction programs, retroactive price reductions, charge backs and rebates to managed care organizations, or federal, state, and local governments or to trade customers.

3. amounts for outbound transportation, insurance, handling and shipping, but only to the extent billed in a manner that clearly

specifies the charges applicable to the applicable Products; and

4. taxes, customs duties and other governmental charges, including VAT, levied on or measured by Sales of Products or Processes, to the extent separately invoiced, whether paid by or on behalf of Company so long as Company's price is reduced thereby, but not franchise or income taxes of any kind whatsoever.

(B) the gross amount billed or invoiced, or if no such bill or invoice is issued the amount received, whichever is greatest, by Company and its Affiliates and Sublicensees for or on account of Sales of Products and Processes to Hospital and Hospital's Affiliates.

(b) Specifically excluded from the definition of "Net Sales" are amounts attributable to any Sale of any Product or Process between or among Company and any Company Affiliate and/or Sublicensee, unless the transferee is the end purchaser, user or consumer of such Product or Process.

(c) No deductions shall be made for any commissions paid to any individuals or for any costs or expenses of collections.

(d) Net Sales shall be deemed to have occurred and the applicable Product or Process "Sold" on the earliest of the date of billing, invoicing, delivery or payment or the due date for payment.

(e) If any Product or Process is Sold at a discounted price that is lower than the customary price charged, or for non-cash consideration (whether or not at a discount) (in each case, other than in accordance with a reasonable and customary marketing and sales program), Net Sales shall be calculated based on the non-discounted cash amount charged to an independent third party for the Product or Process during the same Reporting Period or, in the absence of such transaction, on the fair market value of the Product or Process. Non-cash consideration that could affect any payment due to Hospital hereunder shall not be accepted without the prior written consent of Hospital.

1.18 "Patent Rights" shall mean, inclusively: (a) the patents and patent applications listed in Schedule A attached hereto; (b) any division, continuation, continuation-in-part (to the extent the claims for such continuations-in-part are supported by the patents and patent applications in (a)), reissues, reexaminations or extensions of the patents and patent applications in (a); (c) any foreign counterpart and equivalent of the patent applications and patents listed in (a) and (b); and (d) all patents issuing therefrom anywhere in the world.

1.19 "Process" shall mean any process, method or service the use or performance of which, in whole or in part:

(a) absent the license granted hereunder would infringe, or is covered by, one or more Claims of Patent Rights; or

(b) employs, is based upon or is derived from Technological Information.

1.20 "Product" shall mean any article, device or composition, the manufacture, use, or sale of which, in whole or in part:

(a) absent the license granted hereunder would infringe, or is covered by, one or more Claims of Patent Rights; or

(b) employs, is based upon or is derived from Technological Information.

1.21 "Reporting Period" shall mean each three-month period ending March 31, June 30, September 30 and December 31.

1.22 "Regulatory Authority" shall mean the United States Food and Drug Administration, and/or any foreign equivalent, authorized by a country to grant approval of a new therapeutic or diagnostic product for use in humans.

1.22 "Sell" (and "Sale" and "Sold" as the case may be) shall mean to sell or have sold, to lease or have leased, to import or have imported or otherwise to transfer or have transferred a Product or Process for valuable consideration (in the form of cash or otherwise), and further in the case of a Process to use or perform such Process for the benefit of a third party.

1.23 "Sublicense Income" shall mean consideration in any form received by Company and/or Company's Affiliate(s) in connection with or otherwise attributable to a grant of a

sublicense or any other right, license, privilege or immunity (regardless of whether such grantee is a "Sublicensee" as defined in this Agreement) to make, have made, use, have used, Sell or have Sold Products or Processes, but excluding consideration included within Net Sales.

Sublicense Income shall include without limitation any license signing fee, license maintenance fee, unearned portion of any minimum royalty payment, distribution or joint marketing fee, research and development funding in excess of the cost of performing such research and development, and any consideration received for an equity interest in, extension of credit to or other investment in Company or Company's Affiliates to the extent such consideration exceeds the fair market value of the equity or other interest received as determined by agreement of the Parties or by an independent appraiser mutually agreeable to the Parties.

1.24 "Sublicensee" shall mean any sublicensee of rights granted in accordance with Section

2.1 (a)(ii). For purpose of this Agreement, a Distributor of a Product or Process shall not be included in the definition of Sublicensee unless such Distributor (i) is granted any right to make, have made, use or have used Products or Processes in accordance with Section 2.1(a)(ii), or (ii) has agreed to pay to Company or its Affiliate(s) royalties on such Distributor's sales of Products or Processes, in which case such Distributor shall be a Sublicensee for all purposes of this Agreement.

1.25 "Subsequent Sublicense" shall mean a license to Hospital's rights in Patent Rights and/or Technological Information which is granted by an approved Sublicensee to a third party.

1.26 "Technological Information" shall mean Hospital's licensable proprietary know how, protocols and Biological Materials, as detailed in Appendix B-1 and B-2 as known to Dr. Gerald Pier as of the Effective Date, and which he reasonably believes are necessary for Company to utilize the Patent Rights granted hereunder. It is understood and agreed that the Biological Materials have not been prepared, that Dr. Pier will make best efforts to prepare the Biological Materials in collaboration with his [***], and that he will make best efforts to provide the Biological Materials within six months of the Effective Date.

2. LICENSE

2.1 Grant of License.

(a) Subject to the terms of this Agreement and Hospital's rights in Patent Rights, Hospital hereby grants to Company in the License Field in the License Territory:

- (i) an exclusive, royalty-bearing license under its rights in Patent Rights to make, have made, use, have used, Sell and have Sold Products and Processes;
- (ii) the right to grant sublicenses under the rights granted in Sections 2.1(a)(i) and 2.1(a)(iii) to Sublicensees, provided that in each case Company shall be responsible for the performance of any obligations of Sublicensees relevant to this Agreement as if such performance were carried out by Company itself, including, without limitation, the payment of any royalties or other payments provided for hereunder, regardless of whether the terms of any sublicense provide for such amounts to be paid by the Sublicensee directly to Hospital; and
- (iii) the nonexclusive right to use Technological Information disclosed by Hospital to Company hereunder in accordance with this Agreement.

(b) The license granted in Section 2.1(a) above includes:

- (i) the right to grant to the final purchaser, user, or consumer of Products the right to use such purchased Products in a method coming within the scope of Patent Rights within the License Field and License Territory; and
- (ii) the right to grant a Distributor the right to Sell (but not to make, have made, use or have used) such Products and/or Processes for or on behalf of Company, its Affiliates and Sublicensees in a manner consistent with this Agreement.

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(c) The foregoing license grant shall include the grant of such license to any Affiliate of Company, provided that such Affiliate shall assume the same obligations as those of Company and be subject to the same terms and conditions hereunder; and further provided that Company shall be responsible for the performance of all of such obligations and for compliance with all of such terms and conditions by Affiliate. Company shall provide to Hospital a fully signed, non-redacted copy of each agreement with each Affiliate that assumes the aforesaid obligations, including all exhibits, attachments and related documents and any amendments, within thirty (30) days of request by Hospital.

2.2 Sublicenses.

(a) Each sublicense granted hereunder shall be consistent with and comply with all terms of this Agreement, shall incorporate terms and conditions sufficient to enable Company to comply with this Agreement, shall prohibit any assignment by a Sublicensee without written consent from Hospital, shall provide for restriction on any further Subsequent Sublicenses subject to Section 2.2(b) below, and shall provide that Hospital is a third party beneficiary of all sublicenses and Subsequent Sublicenses. Any sublicense granted by Company shall be subject to the prior written approval of Hospital, which approval shall not be unreasonably withheld or delayed. Company shall remain joint and severally liable with its Sublicensees for performance and payment requirements of all sublicenses and Subsequent Sublicenses. Company shall provide to Hospital a fully signed non-redacted copy of all sublicense and Subsequent Sublicense agreements and amendments thereto, including all exhibits, attachments, and related documents, within thirty (30) days of execution of the same. Upon termination of this Agreement or any license granted hereunder for any reason, any sublicenses and Subsequent Sublicense shall be addressed in accordance with Section 10.7. Any sublicense which is not in accordance with the forgoing provisions shall be null and void.

(b) For approved sublicenses, the right of such Sublicensees to grant Subsequent Sublicenses shall be subject to the following restrictions and conditions:

- (i) Sublicensees shall be prohibited from granting Subsequent Sublicenses without written consent by Company.
- (ii) In the event that a Sublicensee seeks consent for a Subsequent Sublicense that includes the right to transfer Product(s) in the United States, Japan, Germany, France, the United Kingdom or Canada, Company shall not consent to such Subsequent Sublicense without prior written approval from Hospital, such approval shall not be unreasonably withheld or delayed and shall be for purposes of ensuring consistency with the terms of the Agreement.
- (iii) All Subsequent Sublicenses shall be consistent with and comply with all terms and conditions of this Agreement, to the extent that such Subsequent Sublicenses shall incorporate terms and conditions sufficient to enable Company and Sublicensees to comply with the Agreement

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(iv) Subsequent Sublicenses shall prohibit any further sublicense without written consent from Hospital.

(v) Any Subsequent Sublicense which is not in accordance with the forgoing provisions shall be null and void.

2.3 Retained Rights; Requirements. Any and all licenses granted hereunder are subject to:

(a) the right of Hospital and Hospital's Affiliates and academic, government and not- for-profit institutions to make and to use the subject matter described and/or claimed in the Patent Rights for research and educational purposes; and

(b) for Patent Rights supported by federal funding, the rights, conditions, and limitations imposed by U.S. law(*see* 35 U.S.C. § 202 et seq. and regulations pertaining thereto), including without limitation:

- (i) the royalty-free non-exclusive license granted to the U.S. government; and
- (ii) the requirement that any Products used or sold in the United States shall be manufactured substantially in the United States.

2.4 No Additional Rights. It is understood that nothing in this Agreement shall be construed to grant Company or any of its Affiliates a license, express or implied, under any patent owned solely or jointly by Hospital other than the Patent Rights expressly licensed hereunder. Hospital shall have the right to license any Patent Rights to any other party for any purpose outside of the License Field.

2.5 Disclosure of Technological Information. At Company's request prior to execution of this Agreement, Hospital (through Dr. Pier) shall use reasonable efforts to disclose in confidence within thirty (30) days after execution of this Agreement the Technological Information licensed hereunder.

3. DUE DILIGENCE OBLIGATIONS

3.1 Diligence Requirements. Company shall use, and shall cause its Affiliates and Sublicensees, as applicable, to use, best efforts to develop and make available to the public Products and Processes throughout the License Territory in the License Field. Such efforts shall include achieving the following objectives within the time periods designated below following the Effective Date:

(a) Pre-Sales Requirements.

- i. Within [***] of the Company shall submit a research and development plan to Hospital; and shall submit an annual progress report on each anniversary of the Effective Date.

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- ii. Within [***] Company shall [***]

- iii. Within [***] Company shall [***];

- iv. Within [***] Company will [***]

Any delay beyond the time frame designated in this section which delay directly results from a Regulatory Authority imposition, such as the necessity to repeat efficacy testing, shall not alone be deemed as a failure of Company to meet diligence requirements, so long as Company engages in, and can demonstrate, that commercially reasonable efforts continue to be made to overcome such Regulatory Authority imposition.

(b) Post-Sales Requirements.

- (i) Following the First Commercial Sale in any country in the License Territory, Company shall itself or through its Affiliates and/or Sublicensees make continuing Sales in such country without any elapsed time period of [***] or more in which such Sales do not occur unless marketing authorization is withdrawn by order of a Regulatory Authority or voluntarily by the Company due to safety or other regulatory issues.

Achievement of the foregoing objectives shall be deemed to satisfy Company's obligations to use best efforts under this Section 3.1.

3.2 Diligence Failures. If Hospital determines that Company has failed to fulfill any of its obligations under Section 3.1, then Hospital may treat such failure as a default and may terminate this Agreement and/or any license granted hereunder in accordance with Section 10.4.

3.3 Diligence Reports. Company shall provide all reports with respect to its obligations under Section 3.1 as set forth in Section 5.

4. PAYMENTS AND ROYALTIES

4.1 License Issue Fees. Company shall pay Hospital a non-refundable license issue fee in the amount of one hundred and [***] upon execution of this Agreement, and an additional deferred non-refundable license issue fee in the amount of [***] payable on the [***] of the Effective Date.

4.2 Patent Cost Reimbursement. Company shall reimburse Hospital for all outstanding and ongoing costs associated with the preparation, filing, prosecution and maintenance of all Patent Rights ("Patent Costs"). As of the Effective Date, Hospital has incurred approximately [***] in Patent Costs, which amount Company shall pay to Hospital upon execution of this Agreement. Company shall pay to Hospital, or at Hospital's request directly to patent counsel, all other Patent Costs within thirty (30) days of Company's receipt of an invoice for such Patent Costs either from Hospital or Hospital's patent counsel. Company agrees to indemnify, defend and hold Hospital harmless from and against any and all liabilities, damages, costs and expenses arising from the failure of Company to timely pay such invoices and Patent Costs. Hospital shall instruct patent counsel to provide copies to Hospital for Hospital's administrative files of all invoices detailing Patent Costs which are sent directly to Company. If Company pays any Patent Costs directly, Company shall advise patent counsel that Hospital is and shall remain patent counsel's client.

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4.3 Annual License Fee; Annual Minimum Royalty.

- (a) Before First Commercial Sale. Prior to the First Commercial Sale, Company shall pay to Hospital the following non-refundable amounts as an annual license fee within [***] after each of the following anniversaries of the Effective Date:

- (i) the [***] of the Effective Date: [***];
- (ii) the [***] of the Effective Date: [***]
- (iii) the [***] of the Effective Date: [***] and
- (iii) the [***] of the Effective Date: [***]; and
- (iv) the [***] and on each subsequent anniversary of the Effective Date thereafter: [***]

4.4 Milestone Payments. In addition to the payments set forth in Sections 4.1 through 4.3 above, Company shall pay Hospital milestone payments of [***], as follows:

- (a) [***] within [***] days of the enrollment of the first patient in a Phase I clinical trial of a Product or Process; and
- (b) [***] within [***] days of the enrollment of the first patient in a Phase II clinical trial of a Product or Process.
- (c) [***] within [***] days of the enrollment of the first patient in a Phase III clinical trial of a Product or Process.

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- (d) [***] within [***] days of the first Commercial Sale.

- (e) In the event that a milestone payment is received by Company from a Sublicensee for attaining any of the development milestones, Company shall pay to Hospital an amount equal to the greater of (i) payments due to Hospital attributable to Sublicense income, or (ii) the applicable milestone payment.

- (f) If for any reason the development of a Product or Process is discontinued prior to such Product or Process achieving regulatory approval, the development of a backup Product or Process or substitute Product or Process will not result in the payment of any milestone already paid with respect to the discontinued Product or Process.

4.5 Royalties and Sublicense Income.

- (a) Beginning with the First Commercial Sale in any country in the License Territory, Company shall pay Hospital:
- (i) during the term of any license granted under Section 2.1(a)(i), a royalty of [***] of the Net Sales of all Products and Processes that are covered by a Patent Right; and
- (ii) in the event there is no royalty due under Section 4.5 (a)(i), a royalty of [***] of the Net Sales of all Products and Processes. Company acknowledges that Products and/or Processes were or will be developed using, based upon, or derived from Technological Information and agrees to pay royalties pursuant to this Section 4.5(a)(ii) after Patent Rights have expired or been abandoned, such royalties under this Section 2.1(a)(ii) shall be due for a period not to exceed ten (10) years from the anniversary of the First Commercial Sale.
- (b) Company shall pay Hospital a percentage of any and all Sublicense Income in accordance with the following:

Until the following Milestone	Percentage of Sublicense Income
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

- (c) No offsets or other reductions in royalty payments or Sublicense Income shall be made.
- (d) Company shall pay a one-time assignment fee of [***] within [***] days of assignment of the rights granted under this license to a third party that is not an Affiliate of Company in accordance with Section 12.5.

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All payments due to Hospital under this Section 4.5 shall be due and payable by Company within thirty (30) days after the end of each Reporting Period and shall be accompanied by a report as set forth in Sections 5.3 and 5.4.

4.6 Form of Payment. All payments due under this Agreement shall be drawn on a United States bank and shall be payable in United States dollars. Each payment shall reference this Agreement and its Agreement Number and identify the obligation under this Agreement that the payment satisfies. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States, as reported in The Wall Street Journal, on the last working day of the applicable Reporting Period. Such payments shall be without deduction of exchange, collection or other charges, and, specifically, without deduction of withholding or similar taxes or other government-imposed fees or taxes, except as permitted in the definition of Net Sales.

Checks for all payments due to the Hospital under this Agreement shall be made payable to the Hospital and addressed as set forth below:

Brigham and Women's Hospital

[***] PCSR Lockbox [***] [***]

[***]

[***]

Reference Agreement#: [***]

Payments via wire transfer should be made as follows:

ACH Credit: [***]

Federal Reserve Wire: [***] SWIFT Code: [***]

Account # [***]

Brigham and Women's Hospital

[***] [***]

[***]

Reference Agreement#: [***]

4.7 Overdue Payments. The payments due under this Agreement shall, if overdue, bear interest beginning on the first day following the Reporting Period to which such payment was incurred and until payment thereof at a per annum rate equal to two percent (2%) above the prime rate in effect on the due date as reported by The Wall Street Journal, such interest rate being compounded on the last day of each Reporting Period, not to exceed the maximum permitted by law. Any such overdue payments when made shall be accompanied by all interest so accrued. Said interest and the payment and acceptance thereof shall not preclude Hospital from exercising any other rights it may have as a consequence of the lateness of any payment.

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5. REPORTS AND RECORDS

5.1 Diligence Reports. Within [***] after the end of each calendar year, Company shall report in writing to Hospital on progress made toward the objectives set forth in Section 3.1 during such preceding 12 month period, including, without limitation, progress on research and development, status of applications for regulatory approvals, manufacturing, sublicensing and the number of sublicenses entered into and marketing.

5.2 Milestone Achievement Notification. Company shall report to Hospital the dates on which it achieves the milestones set forth in Section 4.4 within [***] of each such occurrence.

5.3 Sales Reports. Company shall report to Hospital the date of the First Commercial Sale in each country of the License Territory within [***] of each such occurrence. Following the First Commercial Sale, Company shall deliver reports to Hospital within [***] after the end of each Reporting Period. Each report under this Section 5.4 shall have substantially the format outlined in **Appendix C**, shall be certified as correct by an officer of Company and shall contain at least the following information as may be

pertinent to a royalty accounting hereunder for the immediately preceding Reporting Period:

- (a) the number of Products and Processes Sold by Company, its Affiliates and Sublicensees in each country;
- (b) the amounts billed, invoiced and received by Company, its Affiliates and Sublicensees for each Product and Process, in each country, and total billings or payments due or made for all Products and Processes ;
- (c) calculation of Net Sales for the applicable Reporting Period in each country, including an itemized listing of permitted offsets and deductions;
- (d) total royalties payable on Net Sales in U.S. dollars, together with the exchange rates used for conversion; and
- (e) any other payments due to Hospital under this Agreement.

If no amounts are due to Hospital for any Reporting Period, the report shall so state.

5.4 Sublicense Income Reports. Company shall, along with delivering payment as set forth in Section 4.6, report to Hospital within [***] of receipt the amount of all Sublicense Income received by Company, and Company's calculation of the amount due and paid to Hospital from such income, including an itemized listing of the source of income comprising such consideration, and the name and address of each entity making such payments in substantially the format outlined in **Appendix D**.

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5.5 Audit Rights. Company shall maintain and shall cause each of its Affiliates and Sublicensees to maintain, complete and accurate records relating to the rights and obligations under this Agreement and any amounts payable to Hospital in relation to this Agreement, which records shall contain sufficient information to permit Hospital and its representatives to confirm the accuracy of any payments and reports delivered to Hospital and compliance in all other respects with this Agreement. Company shall retain and make available and shall cause each of its Affiliates and Sublicensees to retain and make available, such records for at least three (3) years following the end of the calendar year to which they pertain, to Hospital and/or its representatives and upon at least fifteen (15) days' advance written notice, for inspection during normal business hours, to verify any reports and payments made and/or compliance in other respects under this Agreement. Audits shall not be conducted more than once in any calendar year. If any examination conducted by Hospital or its representatives pursuant to the provisions of this Section show an underreporting or underpayment of five percent (5%) or more in any payment due to Hospital hereunder, Company shall bear the full cost of such audit and shall remit any amounts due to Hospital (including interest due in accordance with Section 4.7) within thirty (30) days of receiving notice thereof from Hospital.

6. PATENT PROSECUTION AND MAINTENANCE

6.1 Prosecution. Hospital shall be responsible for the preparation, filing, prosecution and maintenance of all patent applications and patents included in Patent Rights. Company shall reimburse Hospital for Patent Costs incurred by Hospital relating thereto in accordance with Section 4.2.

6.2 Copies of Documents. With respect to any Patent Right licensed hereunder, Hospital shall instruct the patent counsel prosecuting such Patent Right to (i) copy Company on patent prosecution documents that are received from or filed with the United States Patent and Trademark Office and foreign equivalent, as applicable; (ii) if requested by Company, provide Company with copies of draft submissions to the USPTO prior to filing; and (iii) give consideration to the comments and requests of Company or its patent counsel.

6.3 Company's Election Not to Proceed. Company may elect to surrender any patent or patent application in Patent Rights in any country upon sixty (60) days advance written notice to Hospital. Such notice shall relieve Company from the obligation to pay for future Patent Costs but shall not relieve Company from responsibility to pay Patent Costs incurred prior to the expiration of the sixty (60) day notice period. Such U.S. or foreign patent application or patent shall thereupon cease to be a Patent Right hereunder, Company shall have no further rights therein and Hospital shall be free to license its rights to that U.S. or foreign patent application or patent to any other party on any terms.

6.4 Confidentiality of Prosecution and Maintenance Information. Company agrees to treat all information related to prosecution and maintenance of Patent Rights as Confidential Information in accordance with the provisions of **Appendix E**.

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7. THIRD PARTY INFRINGEMENT AND LEGAL ACTIONS

7.1 Hospital Right to Prosecute. Hospital will protect its Patent Rights from infringement and prosecute infringers when, in its sole judgment, such action may be reasonably necessary, proper and justified. If Company shall have supplied Hospital with written evidence demonstrating to Hospital's reasonable satisfaction prima facie infringement of a claim of a Patent Right in the License Field in the License Territory by a third party which poses a material threat to Company's rights under this Agreement, Company may by notice request Hospital to take steps to protect such Patent Right. Hospital shall notify Company within three (3) months of the receipt of such notice whether Hospital intends to prosecute the alleged infringement. If Hospital notifies Company that it intends to so prosecute, Hospital shall, within three (3) months of its notice to Company either (i) cause such infringement to terminate, or (ii) initiate legal proceedings against the infringer.

7.2 Company Right to Prosecute. In the event Hospital notifies Company that Hospital does not intend to prosecute infringement identified under Section 7.1, Company may, upon notice to Hospital, initiate legal proceedings against the infringer at Company's expense with respect to a claim of a Patent Right in the License Field in the License Territory. Before commencing such action, Company and, as applicable, any Affiliate, shall consult with Hospital, concerning, among other things, Company's standing to bring suit, the advisability of bringing suit, the selection of counsel and the jurisdiction for such action (provided Company must have Hospital's prior written consent with respect to selection of jurisdiction for any action in which Hospital may be joined as a party-plaintiff) and shall use reasonable efforts to accommodate the views of Hospital regarding the proposed action, including without limitation with respect to potential effects on the public interest. Company shall be responsible for all costs, expenses and liabilities in connection with any such action and shall indemnify and hold Hospital harmless therefrom, regardless of whether Hospital is a party-plaintiff, except for the expense of any independent counsel retained by Hospital in accordance with Section 7.5 below.

7.3 Hospital Joined as Party-Plaintiff. If Company elects to commence an action as described in Section 7.2 above, Hospital shall have, in its sole discretion, the option to join such action as a party-plaintiff. If Hospital is required by law to join such action as a party-plaintiff, Hospital may either, in its sole discretion, permit itself to be joined as a party-plaintiff at the sole expense of Company, or assign to Company all of Hospital's right, title and interest in and to the Patent Right which is the subject of such action (subject to all of Hospital's obligations to the government under law and any other rights that others may have in such Patent Right). If Hospital makes such an assignment, such action by Company shall thereafter be brought or continued without Hospital as a party; provided, however, that Hospital shall continue to have all rights of prosecution and maintenance with respect to Patent Rights and Company shall continue to meet all of its obligations under this Agreement as if the assigned Patent Right were still licensed to Company hereunder.

7.4 Notice of Actions; Settlement. Company shall promptly inform Hospital of any action or suit relating to Patent Rights and shall not enter into any settlement, consent judgment or other voluntary final disposition of any action relating to Patent Rights, including but not limited to appeals, without the prior written consent of Hospital.

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7.5 Cooperation. Each Party agrees to cooperate reasonably in any action under Section 7 which is controlled by the other Party, provided that the controlling party reimburses the cooperating party for any costs and expenses incurred by the cooperating party in connection with providing such assistance, except for the expense of any independent counsel retained by the cooperating party in accordance with this Section 7.5. Such controlling party shall keep the cooperating party informed of the progress of such proceedings and shall make its counsel available to the cooperating party. The cooperating party shall also be entitled to independent counsel in such proceedings but at its own expense, said expense to be offset against any damages received by the Party bringing suit in accordance with Section 7.6.

7.6 Recovery. Any award paid by third parties as the result of such proceedings (whether by way of settlement or otherwise) shall first be applied to reimbursement of any legal fees and expenses incurred by either Party and then the remainder shall be divided between the Parties as follows:

- (a)
 - (i) Company shall receive an amount equal to its lost profits or a reasonable royalty on the infringing sales, or whichever other measures of damages the court shall have applied; and
 - (ii) Hospital shall receive an amount equal to the royalties and other amounts that Company would have paid to Hospital if Company had Sold the infringing Products and Services rather than the infringer; and
- (b) the balance, if any, remaining after Company and Hospital have been compensated under Section 7.6(a) shall be shared equally by the Parties.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification.

- (a) Company shall indemnify, defend and hold harmless Hospital and its Affiliates and their respective trustees, directors, officers, medical and professional staff, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of contract, tort, warranty, or strict liability) concerning any product, process or service made, used, or sold or performed pursuant to any right or license granted under this Agreement.

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- (b) Company agrees, at its own expense, to provide attorneys reasonably acceptable to the Hospital to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought; provided, however, that any Indemnitee shall have the right to retain its own counsel, at the expense of Company, if representation of such Indemnitee by counsel retained by Company would be inappropriate because of conflict of interests of such Indemnitee and any other party represented by such counsel. Company agrees to keep Hospital informed of the progress in the defense and disposition of such claim and to consult with Hospital prior to any proposed settlement.

- (c) This section 8.1 shall survive expiration or termination of this Agreement.

8.2 Insurance.

- (a) Beginning at such time as any such product, process or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by Company, an Affiliate or Sublicensee, Company shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than [***] per incident and \$2,000,000 annual aggregate and naming the Indemnitees as additional insureds. Such commercial general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for Company's indemnification under Section 8.1 of this Agreement. If Company elects to self-insure all or part of the limits described above (including deductibles or retentions which are in excess of [***] annual aggregate) such self-insurance program must be acceptable to the Hospital and the Risk Management Foundation. The minimum amounts of insurance coverage required under this Section 8.2 shall not be construed to create a limit of Company's liability with respect to its indemnification under Section 8.1 of this Agreement.
- (b) Company shall provide Hospital with written evidence of such insurance upon request of Hospital. Company shall provide Hospital with written notice at least [***] days prior to the cancellation, non-renewal or material change in such insurance; if Company does not obtain replacement insurance providing comparable coverage prior to the expiration of such [***] day period, Hospital shall have the right to terminate this Agreement effective at the end of such [***] day period without notice or any additional waiting periods.
- (c) Company shall maintain such commercial general liability insurance beyond the expiration or termination of this Agreement during (i) the period that any such product, process, or service is being commercially distributed, sold, leased or otherwise transferred, or performed or used (other than for the purpose of obtaining regulatory approvals), by Company or by a licensee, affiliate or agent of Company and (ii) a reasonable period after the period referred to in (c) (i) above which in no event shall be less than [***] years.
- (d) This section 8.2 shall survive expiration or termination of this Agreement.

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9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

9.1 Title to Patent Rights. To the best knowledge of Hospital's Office of Research, Ventures and Licensing, Hospital is the owner by assignment of the Patent Rights. Hospital has the authority to enter into this Agreement and license the Patent Rights to Company hereunder.

9.2 No Warranties. HOSPITAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE PATENT RIGHTS AND THE RIGHTS GRANTED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF PATENT RIGHTS CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND HEREBY DISCLAIMS THE SAME. SPECIFICALLY, AND NOT TO LIMIT THE FOREGOING, HOSPITAL MAKES NOW WARRANTY OR REPRESENTATION (i) REGARDING THE VALIDITY OR SCOPE OF ANY OF THE CLAIM(S), WHETHER ISSUED OR PENDING, OF ANY OF THE PATENT RIGHTS, AND

(ii) THAT THE EXPLOITATION OF THE PATENT RIGHTS OR ANY PRODUCT WILL NOT INFRINGE ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF HOSPITAL OR OF ANY THIRD PARTY.

9.3 Limitation of Liability. IN NO EVENT SHALL HOSPITAL OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL OR PROFESSIONAL STAFF, EMPLOYEES AND AGENTS BE LIABLE TO LICENSEE OR ANY OF ITS AFFILIATES, SUBLICENSEES

OR DISTRIBUTORS FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANYWAY OUT OF THIS AGREEMENT OR THE LICENSE OR RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION ECONOMIC DAMAGES OR INJURY TO PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER HOSPITAL SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR INF ACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

10. TERM AND TERMINATION

10.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the later of:

(a) the date on which all issued patents and filed patent applications within the Patent Rights have expired or been abandoned, and

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(b) [***] after the last Sale for which a royalty is due under Section 4.5 (a)(ii); and

(c) [***] from the date of the First Commercial Sale

unless this Agreement is terminated earlier in accordance with any of the other provisions of Section 10.

10.2 Termination for Failure to Pay. If Company fails to make any payment due hereunder, Hospital shall have the right to terminate this Agreement upon [***] business days written notice, unless Company makes such payments plus any interest due, as set forth in Section 4.7, within said [***] day notice period. If payments are not made, Hospital may immediately terminate this Agreement at the end of said [***] day period. Company shall be entitled to only one such cure period in a calendar year; for a second failure to make payment on time, Hospital shall have the right to terminate this Agreement immediately upon written notice.

10.3 Termination for Insurance and Insolvency.

(a) Insurance. Hospital shall have the right to terminate this Agreement in accordance with Section 8.2(b) if Company fails to maintain the insurance required by Section 8.2.

(b) Insolvency and other Bankruptcy Related Events. Hospital shall have the right to terminate this Agreement immediately upon written notice to Company with no further notice obligation or opportunity to cure if Company: (i) shall become insolvent; (ii) shall make an assignment for the benefit of creditors; or (iii) or shall have a petition in bankruptcy filed for or against it.

10.4 Termination for Non-Financial Default. If Company, any of its Affiliates or any Sublicensee shall default in the performance of any of its other obligations under this Agreement not otherwise covered by the provisions of Section 10.2 and 10.3, and if such default has not been cured within [***] days after notice by Hospital in writing of such default, Hospital may immediately terminate this Agreement, and/or any license granted hereunder with respect to the country or countries in which such default has occurred, at the end of said sixty (60) day cure period. Hospital shall also have the right to terminate this Agreement and/or any such license immediately, upon written notice, in the event of repeated defaults even if cured within such sixty (60) day periods.

10.5 Challenging Validity. During the term of this Agreement, Company shall not challenge, and shall restrict Company Affiliates and Sublicensees from challenging, the validity of the Patent Rights and in the event of any breach of this provision Hospital shall have the right to terminate this Agreement and any license granted hereunder immediately. In addition, if the Patent Rights are upheld Company shall reimburse Hospital for its legal costs and expenses incurred in defending any such challenge.

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10.6 Termination by Company. Company shall have the right to terminate this Agreement by giving ninety (90) days advance written notice to Hospital and upon such termination shall immediately cease all use and Sales of Products and Processes, subject to Section 10.9.

10.7 Effect of Termination on Sublicenses. Any sublicenses granted by Company under this Agreement shall provide for termination or assignment to Hospital of Company's interest therein, at the option of Hospital, upon termination of this Agreement or upon termination of any license hereunder under which such sublicense has been granted.

10.8 Effects of Termination of Agreement. Upon termination of this Agreement or any of the licenses hereunder for any reason, final reports in accordance with Section 5 shall be submitted to Hospital and all royalties and other payments, including without limitation any unreimbursed Patent Costs, accrued or due to Hospital as of the termination date shall become immediately payable. Company shall cease and shall cause its Affiliates and Sublicensees to cease under any sublicense granted by Company, all Sales and uses of Products and Processes upon such termination, subject to Section 10.9. The termination or expiration of this Agreement or any license granted hereunder shall not relieve Company, its Affiliates or Sublicensees of obligations arising before such termination or expiration.

(i) Inventory. Upon early termination of this Agreement other than for Company default, Company, Company Affiliates and Sublicensees may complete and sell any work-in-progress and inventory of Products that exist as of the effective date of termination provided that (i) Company pays Hospital the applicable running royalty or other amounts due on such Net Sales in accordance with the terms and conditions of this Agreement, and (ii) Company, Company Affiliates and Sublicensees shall complete and sell all work-in-progress and inventory of Products within six (6) months after the effective date of termination. Upon expiration of this Agreement, Company shall pay to Hospital the royalties set forth in Section 4.5(a) for Sales of any Product that was in inventory or was a work-in-progress on the date of expiration of the Agreement.

11. COMPLIANCE WITH LAW

11.1 Compliance. Company shall have the sole obligation for compliance with and shall ensure that any Affiliates and Sublicensees comply with, all government statutes and regulations that relate to Products and Processes, including, but not limited to, those of the Food and Drug Administration and the Export Administration, as amended, and any applicable laws and regulations of any other country in the License Territory. Company agrees that it shall be solely responsible for obtaining any necessary licenses to export, re-export, or import Products or Processes covered by Patent Rights and/or Confidential Information. Company shall indemnify and hold harmless Hospital for any breach of Company's obligations under this Section 11.1.

11.2 Patent Numbers. Company shall cause all Products sold in the United States to be marked with all applicable U.S. Patent Numbers, to the full extent required by United States law. Company shall similarly cause all Products shipped to or sold in any other country to be marked in such a manner as to conform with the patent laws and practices of such country.

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12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof.

12.2 Notices. Any notices, reports, waivers, correspondences or other communications required under or pertaining to this Agreement shall be in writing and shall be delivered by hand, or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by one of the foregoing methods, to the other party. Notices will be deemed effective (a) three (3) working days after deposit, postage prepaid, if mailed, (b) the next day if sent by overnight mail, or (c) the same day if sent by facsimile and confirmed as set forth above or delivered by hand. Unless changed in writing in accordance with this Section, the notice address for Hospital shall be as follows:

Executive Director, Research Ventures and Licensing Brigham and Women's Hospital
101 Huntington Avenue, 4th Floor
Boston, MA 02199

Fax No. (617) 954-9361

The notice address for Alopexx shall be as follows:

Alopexx Vaccine

[***]

Fax [***]

12.3 Amendment; Waiver. This Agreement may be amended and any of its terms or conditions may be waived only by a written instrument executed by an authorized signatory of the Parties or, in the case of a waiver, by the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a further or continuing waiver of such condition or term or of any other condition or term.

12.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective permitted successors and assigns.

12.5 Assignment. Company shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Hospital; provided, however, that if Company has fulfilled its diligence obligations as set forth in Section 3, no such consent will be required to assign this Agreement to a successor of the Company's business to which this Agreement pertains or to a purchaser of substantially all of the Company's assets related to this Agreement, so long as such successor or purchaser shall agree in writing to be bound by all of the terms and conditions hereof prior to such assignment. Company shall notify Hospital in writing of any such assignment and provide a copy of all assignment documents and related agreements to Hospital within thirty (30) days of such assignment. Failure of an assignee to agree to be bound by the terms hereof or failure of Company to notify hospital and provide copies of assignment documentation shall be grounds for termination of this Agreement for default. Further, neither any rights granted under this Agreement, nor any sublicense may be assigned by any Sublicensee without the prior written consent of Hospital.

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12.6 Force Majeure. Neither Party shall be responsible for delays resulting from causes beyond the reasonable control of such Party, including without limitation fire, explosion, flood, war, sabotage, strike or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

12.7 Use of Name. Neither Party shall use the name of the other Party or of any trustee, director, officer, staff member, employee, student or agent of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the Party or individual whose name is to be used. For Hospital, such approval shall be obtained from Hospital's VP of Public Affairs.

12.8 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding with respect to conflict of laws, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Each Party agrees to submit to the exclusive jurisdiction of the Superior Court for Suffolk County, Massachusetts, and the United States District Court for the District of Massachusetts with respect to any claim, suit or action in law or equity arising in any way out of this Agreement or the subject matter hereof.

12.9 Hospital Policies. Company acknowledges that Hospital's employees and medical and professional staff members and the employees and staff members of Hospital's Affiliates are subject to the applicable policies of Hospital and such Affiliates, including, without limitation, policies regarding conflicts of interest, intellectual property and other matters. Company shall provide Hospital with any agreement it proposes to enter into with any employee or staff member of Hospital or any of Hospital's Affiliates for Hospital's prior review and shall not enter into any oral or written agreement with such employee or staff member which conflicts with any such policy. Hospital shall provide Company, at Company's request, with copies of any such policies applicable to any such employee or staff member.

12.10 Severability. If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term hereof, it is the intention of the parties that the remainder of this Agreement shall not be effected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal or unenforceable, there be substituted or added as part of this Agreement a provision which shall be as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal or enforceable provision, but shall be valid, legal and enforceable.

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12.11 Survival. In addition to any specific survival references in this Agreement, Sections 1, 2.4, 4.2, 4.6, 4.7, 5.3, 5.4, 5.5, 6.4, 8.1, 8.2, 9.2, 9.3, 10.7, 10.8, 10.9, 12.1, 12.2, 12.3, 12.4, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12 and 12.13 shall survive termination or expiration of this Agreement. Any other rights, responsibilities, obligations, covenants and warranties which by their nature should survive this Agreement shall similarly survive and remain in effect.

12.12 Interpretation. The parties hereto are sophisticated, have had the opportunity to consult legal counsel with respect to this transaction and hereby waive any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter.

12.13 Headings. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

Alopexx Vaccine, LLC

The BRIGHAM AND WOMEN'S HOSPITAL, INC

By /s/ Daniel Vlock
Name: Daniel Vlock
 Title CEO
 Date March 6, 2012

By /s/ Brian N. Hicks
Name: Brian N. Hicks
 Title Executive Director
Research Ventures & Licensing
 Date March 3, 2012

Appendix A

Description of Patent Rights

[***]

Appendix B-1

[***].

Appendix B-2

DESCRIPTION OF TECHNOLOGICAL INFORMATION

[***]

Appendix C SALES REPORTS

AGREEMENT INCOME REPORT

Royalty Income

[MGH][BWH] Agreement# - _____
 Licensee - _____
 Sub-Licensee - _____

Separate reports must be filed for:

1. Each Product sold.
2. Each country of sale, if different deductions or royalty rates apply.

Product Name: _____
 Report Time Period: _____
 From mm/dd/yyyy _____
 To mm/dd/yyyy _____

Country of Sale	_____	_____	_____
Quantity Sold	_____	_____	_____
Gross Sales (USD)	\$ _____	\$ _____	\$ _____
Exchange Rate	_____	_____	_____

Deductions (Itemize)

Please list each deduction separately. Use same definition as appears in Agreement and include the contract paragraph as a reference (Std Section 1.17(a)(ii) line item deductions listed below).

A1.
A2.
A3.
A4.
8.

Total Deductions

Net Sales

Royalty Percentage

Credits (itemize)

Royalties Due

\$ _____ \$ _____ \$ _____

PLEASE ATTACH DETAIL SALES REPORTS AS REQUIRED

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Appendix D

AGREEMENT INCOME REPORT

Sublicense Income

[MGH][BWH] Agreement# - _____

Licensee - _____

Sub-Licensee - _____

Separate reports must be filed for Payments associated with each Product:

Product Name: _____

Report Time Period:

From mm/dd/yyyy _____

To mm/dd/yyyy _____

*Detailed Explanation of Payment
Required for "Other Payment"*

Annual Fees/Minimum Royalties

\$ _____

Milestone Payments

\$ _____

Sublicense Fees and Royalties

\$ _____

Other Payment

\$ _____

Other Payment

\$ _____

Other Payment

\$ _____

TOTAL

\$ _____

PLEASE ATTACH DETAIL AS REQUIRED

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Appendix E

CONFIDENTIALITY TERMS AND CONDITIONS

1. Definition of Confidential Information. "Confidential Information" shall mean any information, including but not limited to data, techniques, protocols or results, or business, financial, commercial or technical information, disclosed by one Party (each a "Discloser" as applicable) to the other Party (each a "Recipient" as applicable) in connection with the terms of that certain Exclusive License Agreement dated March 2, 2012 (the "License Agreement") and identified as confidential at the time of disclosure (the "Purpose"). Hospital's Confidential Information shall also include all information disclosed by Hospital to Company in connection with the Patent Rights. Capitalized terms used in this Appendix that are not otherwise defined herein have the meanings ascribed in the License Agreement to which this Appendix is attached and made a part thereof.

2. Exclusions. "Confidential Information" under this Agreement shall not include any information that (i) is or becomes publicly available through no wrongful act of Recipient;

(ii) was known by Recipient prior to disclosure by Discloser, as evidenced by tangible records;

(iii) becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by Recipient without use of Discloser's Confidential Information, as evidenced by tangible records; or (v) is disclosed to another party by Discloser without restriction on further disclosure. The obligations of confidentiality and non-use set forth in this Agreement shall not apply with respect to any information that Recipient is required to disclose or produce pursuant to applicable law, court order or other valid legal process provided that Recipient promptly notifies Discloser prior to such required disclosure, discloses such information only to the extent so required and cooperates reasonably with Discloser's efforts to contest or limit the scope of such disclosure.

3. Permitted Purpose. Recipient shall have the right to, and agrees that it will, use Discloser's Confidential Information solely for the Purpose as described in the License Agreement, except as may be otherwise specified in a separate definitive written agreement negotiated and executed between the parties.

4. Restrictions. For the term of the License Agreement and a period of three (3) years thereafter (and indefinitely with respect to any individually identifiable health information disclosed by Hospital to Company, if any), each Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified herein, including without limitation for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but no less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) not to disclose such Confidential Information to any other person or entity except as expressly permitted hereunder. Recipient may, however, disclose Discloser's Confidential Information only on a need-to-know basis to its and its Affiliates employees, staff members and agents ("Receiving Individuals") who are directly participating in the Purpose and who are informed of the confidential nature of such information, provided Recipient shall be responsible for compliance by Receiving Individuals with the terms of this Agreement and any breach thereof. Each party further agrees not to use the name of the other party or any of its Affiliates or any of their respective trustees, directors, officers, staff members, employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose name is to be used, in the case of Hospital such approval to be given by the Public Affairs Department. This Section 4 shall survive termination or expiration of this Agreement.

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5. Right to Disclose. Discloser represents that to the best of its knowledge it has the right to disclose to each Recipient all of Discloser's Confidential Information that will be disclosed hereunder. 1

6. Ownership. All Confidential Information disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of the Discloser. Upon termination of this Agreement, if requested by Discloser, Recipient shall return or destroy at Discloser's discretion all of Discloser's Confidential Information, provided that Recipient shall be entitled to keep one copy of such Confidential Information in a secure location solely for the purpose of determining Recipient's legal obligations hereunder.

7. No License. Nothing in this Agreement shall be construed as granting or conferring, expressly or impliedly, any rights by license or otherwise, under any patent, copyright, or other intellectual property rights owned or controlled by Discloser relating to Confidential Information, except as specifically set forth in the License Agreement.

8. Remedies. Each party acknowledges that any breach of this Agreement by it may cause irreparable harm to the other party and that each party is entitled to seek injunctive relief and any other remedy available at law or in equity.

9. General. These Confidentiality Terms and Conditions, along with the License Agreement, contain the entire understanding of the parties with respect to the subject matter hereof, and supersede any prior oral or written understandings between the parties relating to confidential treatment of information. Sections 1, 2, 4, 7, 10 and 11 of these Confidentiality Terms and Conditions shall survive any expiration or termination of the License Agreement.

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*****] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed**

AMENDMENT No. 1 to EXCLUSIVE LICENSE AGREEMENT
BWH Case No: [***], [***], [***], [***], [***], and [***]

BWH Agreement No. [***]

This Amendment No. 1 to the Exclusive License Agreement ("Amendment No. 1") is effective as of April 29, 2019 ("Amendment No. 1 Effective Date") by and between The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, having a primary place of business at 75 Francis Street, Boston, Massachusetts 02115 ("HOSPITAL") and Alopexx Vaccine, LLC, a Delaware limited liability company, having a principal place of business at [***] ("COMPANY"), each referred to herein individually as a "PARTY" and together collectively as the "PARTIES".

RECITALS

WHEREAS, HOSPITAL and COMPANY have executed an Exclusive License Agreement which has an effective date of March 2, 2012, ("License Agreement"; BWH Agreement No. [***]) and

WHEREAS, COMPANY has made a request to amend and restate the diligence milestones of the License Agreement; and

WHEREAS, the PARTIES now desire to further amend the License Agreement in order to modify the Patent Rights (as defined and provided for in the License Agreement) to add [***] under BWH Case No: [***]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereby agree as follows:

1. Certain Definitions. The following terms shall be added to the License Agreement.

"NDA" or "BLA" shall mean either a New Drug Application or Biologics License Application filed with the FDA to obtain Marketing Approval for a Product in the United States, or any comparable application filed with the applicable Regulatory Authority in or for a country or jurisdiction other than the United States.

"Phase I Clinical Trial" shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(a), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

"Phase II Clinical Trial" shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(b), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

"Phase III Clinical Trial" shall mean a clinical study of a Product in any country which satisfies the requirements of 21 C.F.R. 312.21(c), as amended from time to time, or its equivalent in jurisdictions outside of the United States.

"PMA" shall mean a Premarket Approval application of a Product which satisfies the requirements of 21 C.F.R. 814, as amended from time to time.

-
2. Section 3.1 (a) of the License Agreement (Pre-Sales Requirements) shall be deleted in its entirety and replaced with the following:
- (a) Pre-Sales Requirements.
1. Within [***] after the EFFECTIVE DATE, COMPANY shall [***].
 - ii. Within [***] after the EFFECTIVE DATE, [***];
 - iii. Within [***] after the EFFECTIVE DATE, COMPANY shall [***];
 - iv. Within [***] after the EFFECTIVE DATE, COMPANY will [***].
3. The Parties hereby [***]
4. Appendix [***]
5. In consideration of this Amendment No. 1, COMPANY shall [***] within [***] after the Amendment No. 1 Effective Date and [***] within [***] after the Amendment No. 1 Effective Date.
6. Any capitalized terms not defined in this Amendment No. 1 shall have the meaning set forth in the License Agreement;
7. To the extent the terms of this Amendment No. 1 are contrary to the terms of the License Agreement, the terms of the Amendment No. 1 shall control;
8. Except as specifically amended hereby, all provisions of the License Agreement shall remain in full force and effect;
9. This Amendment No. 1 shall be effective as of the "Amendment No. 1 Effective Date", and this Amendment No. 1 shall automatically expire upon the termination of the License Agreement.

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Nothing in this Amendment No. 1 shall be construed as amending or modifying by implication or otherwise any of the rights or obligations provided in the License Agreement, except as expressly set forth in this Amendment No. 1.; and

10. For the convenience of the PARTIES, this Amendment No. 1 may be executed electronically by email or facsimile transmission of signature pages, and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both PARTIES. A portable document format (PDF) or electronic copy of this Amendment No. 1, including the signature pages, will be deemed an original.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHE REOF, the PARTIES hereto have duly executed and delivered this Amendment No. 1 to be effective as of the Amendment No. 1 Effective Date as evidenced by the signatures of their authorized representatives below.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

By: /s/ Daniel Castro

Name: Daniel Castro

Title: Managing Director, Licensing
Date: Partners HealthCare Innovation

ALOPEXX VACCINE, LLC

By: /s/ Daniel R. Vlock

Name: Daniel R. Vlock, MD

Title: CEO
Date: 30 APR 2019

[[***]] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Assignment and Assumption Agreement**”) is made as of May 3, 2019 (the “**Effective Date**”), by and among Alopexx Vaccine, LLC, a Delaware limited liability company, having its principal office located at [***] (“**Alopexx Vaccine**”), OneBiopharma, Inc., a Delaware corporation with a business address at [***] (“**OneBiopharma**”) and the Brigham and Women’s Hospital, Inc. (the “**Hospital**”). Each of Alopexx Vaccine, OneBiopharma and the Hospital is sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Alopexx Vaccine and the Hospital executed an Exclusive License Agreement dated as of March 2, 2012 and amended on April 30, 2019 (collectively, the “**Assigned License Agreement**”; BWH Agreement No. [***] a copy of which is attached hereto as [***];

WHEREAS, Alopexx Vaccine desires to assign all of its rights, title and interest in and to the Assigned License Agreement to OneBiopharma; and

WHEREAS, OneBiopharma desires to accept the assignment of the Assigned License Agreement by Alopexx Vaccine and assume all of Alopexx Vaccine’s liabilities and obligations under the Assigned License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption of Assigned License Agreement. Alopexx Vaccine hereby assigns to OneBiopharma all of its existing and future right, title and interest of every nature in the Assigned License Agreement and OneBiopharma accepts and assumes such Assigned License Agreement, and hereby assumes, undertakes, and agrees to pay, perform, fulfill and discharge, from and after the Effective Date, all of Alopexx Vaccine’s obligations and liabilities under the Assigned License Agreement and agrees to perform all the terms and conditions of the Assigned License Agreement to be performed by Alopexx Vaccine on and after the Effective Date.

2. Hospital Consent/ Knowledge: Assignment Fee.

(a) Hospital hereby consents to (i) the assignment by Alopexx Vaccine of the Assigned License Agreement, and all of the rights and obligations of Alopexx Vaccine in, to and under the Assigned License Agreement, to OneBiopharma, and (ii) the assumption by OneBiopharma of all of Alopexx Vaccine’s obligations and liabilities in, to and under the Assigned License Agreement on and after the Effective Date, all as set forth in this Assignment and Assumption Agreement.

(b) To the knowledge of the Hospital’s Innovation Office:

- (i) The copy of the Assigned License Agreement attached hereto as Exhibit A is a complete, true and accurate copies of the Assigned License Agreement.
- (ii) The Assigned License Agreement has not been assigned, amended, modified, supplemented or superseded since its execution other than as expressly set forth in this Assignment and Assumption Agreement.
- (iii) The Assigned License Agreement is valid and is in full force and effect.
- (iv) Hospital has received all payments due and payable by Alopexx Vaccine under the Assigned License Agreement as of the Effective Date, including all patent fees and expenses for which it has invoiced Alopexx Vaccine pursuant to the terms of the Assigned License Agreement.
- (v) Hospital has not declared a default under the Assigned License Agreement at any time prior to the date hereof, there are no uncured defaults on the part of Alopexx Vaccine under the Assigned License Agreement as of the Effective Date and, as of the Effective Date, there are no events that have occurred which, with the giving of notice or passage of time or both, would constitute a default by Alopexx Vaccine thereunder.
- (vi) The assignment and assumption of the Assigned License Agreement as set forth herein shall not constitute a sublicense of the Assigned License Agreement by Alopexx Vaccine.

(c) Alopexx Vaccine shall pay Hospital [***] within [***] of such assignment, as provided under [***] of the Assigned License Agreement. If Alopexx Vaccine fails to make payment due hereunder, Hospital shall have the right to revoke this Assignment upon [***] written notice, unless Alopexx Vaccine shall make such payment within said [***]

3. Representations of Alopexx Vaccine. Alopexx Vaccine hereby represents to OneBiopharma that:

- (a) The copy of the Assigned License Agreement attached hereto as [***] is a complete, true and accurate copy of the Assigned License Agreement.
- (b) The Assigned License Agreement has not been assigned, amended, modified, supplemented or superseded since its execution other than as expressly set forth in this Assignment and Assumption Agreement.
- (c) The Assigned License Agreement is valid and is in full force and effect.

4. Mutual Representations and Warranties. Alopexx Vaccine and OneBiopharma each represents and warrants to the other, as of the Effective Date, as follows:

(a) It is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Assignment and Assumption Agreement.

(b) The execution and delivery of this Assignment and Assumption Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or company action and will not violate (i) such Party’s certificate of incorporation or bylaws (or equivalent organizational documents), (ii) any agreement, instrument or contractual obligation to which such Party is bound in any material respect, (iii) any requirement of

any applicable laws, or (iv) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party. This Assignment and Assumption Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms and conditions.

5 . Miscellaneous. This Assignment and Assumption Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts or choice of laws rules. This Assignment and Assumption Agreement and the Assigned License Agreement (a) constitute the entire agreement and understanding between the Parties regarding the Assigned License Agreement, and (b) supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the Assigned License Agreement. If one or more provisions of this Assignment and Assumption Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the Parties, and if such modification is not possible, such provision shall be severed from this Assignment and Assumption Agreement and the balance of this Assignment and Assumption Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms. This Assignment and Assumption Agreement may be executed in any number of counterparts (including by facsimile), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

[The remainder of this page is intentionally left blank]

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IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

ALOPEXX VACCINE, LLC

By: /s/ Daniel R. Vlock

Name: Daniel R. Vlock

Title: President and CEO

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

ONEBIOPHARMA, INC.

By: /s/ Michael Wyand

Name: Michael Wyand

Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as a document under seal as of the Effective Date written above.

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

By: /s/ Daniel Castro

Name: Daniel Castro

Title: Managing Director, Licensing
Partners HealthCare Innovation

Date:

[Signature Page to Assignment and Assumption Agreement]

EXHIBIT A

[***]

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*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm if publicly disclosed

AMENDMENT No. 2 to the EXCLUSIVE PATENT LICENSE AGREEMENT
BWH Case No. [***], [***], [***], [***]

BWH Agreement No. [***]

This Amendment No. 2 to the Exclusive Patent License Agreement ("Amendment No. 2") is effective as of February 2, 2022 ("Amendment No. 2 Effective Date"), by and between The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, with a principal place of business at 75 Francis Street, Boston, Massachusetts 02115 ("Hospital") and Alopexx, Inc., a Delaware corporation, having a principal place of business at 186 Alewife Brook Pkwy #1068 Cambridge, MA 02138 ("Company"), each herein referred to as a "Party" and collectively as the "Parties". Capitalized terms that are not defined herein shall have the meaning ascribed to them in the License Agreement (as defined below).

BACKGROUND

WHEREAS, Hospital and Company are Parties to an Exclusive Patent License Agreement which has an Effective Date of March 2, 2012, and amended on April 29, 2019 (collectively the "License Agreement"; BWH Agreement No. [***]);

WHEREAS, Alopexx Vaccine assigned all of its rights, title and interest in the License Agreement to OneBiopharma, Inc. on May 1, 2019 ("Assignment and Assumption Agreement"; BWH Agreement No. [***]);

WHEREAS, OneBiopharma, Inc. has changed its name to Alopexx, Inc.; and

WHEREAS, Hospital and Company desire to revise the payment schedule for [***] pursuant to Section 4.3, the milestone payment amount pursuant to Section 4.4(d), and the Diligence Requirements in Section 3.1 of the License Agreement.

NOW THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Company hereby agree as follows:

AMENDMENT

1. The License Agreement is hereby amended by replacing all instances of "Alopexx Vaccine, LLC" or "OneBiopharma, Inc." with "Alopexx, Inc.". As of the Amendment No. 2 Effective Date, "Company" in the License Agreement shall mean "Alopexx, Inc".
 2. In order to remain in compliance with the License Agreement, Company shall [***]
-
3. The Diligence Requirements in Section 3.1(a) of the License Agreement [***] are hereby deleted in their entirety and replaced with the following:
Pre-Sale Requirements.
 - i. Within [***] after the EFFECTIVE DATE, and annually thereafter as set forth in Section 5.1. COMPANY shall submit a research and development plan to HOSPITAL; and submit an annual progress report on each anniversary of the EFFECTIVE DATE;
 - ii. Within [***] after the EFFECTIVE DATE, COMPANY shall [***];
 - iii. Within [***] after the EFFECTIVE DATE, COMPANY shall [***];
 - iv. Within [***] after the EFFECTIVE DATE, COMPANY [***]
 4. The Agreement is hereby amended by deleting Section 4.4(d) in its entirety and inserting the following language in its place:
d) [***] of the [***] shall [***] due on [***] made during the twelve-month period following the date of the [***], if any, but shall [***]. For clarity, the [***] made during the [***] following the date of [***] shall be [***]"
 5. The Agreement is hereby amended to fix the erroneous reference to "Section 2.1(a)(ii)" in Section 4.5(a)(ii) by deleting such reference to "Section 2.1(a)(ii)" and inserting the following language in its place:
"Section 4.5(a)(ii)"
 6. Except as herein provided, the License Agreement and all of its terms, covenants and conditions are hereby ratified and confirmed in all respects and remain in full force and effect. The License Agreement shall, together with this Amendment No. 2, be read and construed as a single agreement.
 7. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
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8. This Amendment No. 2 may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Amendment No. 2 may be executed electronically/digitally in compliance with the Massachusetts Uniform Electronic Transactions Act (MUETA) Mass. Gen. Laws ch. 110G and/or The Electronic Signatures In Global And National Commerce Act (ESIGN) 15 USC ch. 96. Persons signing this Amendment No. 2 agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to License Agreement to be executed and delivered by their duly authorized representatives as of the Amendment No. 2 Effective Date.

Alopexx, Inc.

By: /s/ Daniel R Vlock
Name: Daniel R Vlock, MD
Title: CEO
Date: 2 FEB 2022

Brigham and Women's Hospital, Inc.

By: /s/ Rebecca Listfield, PhD
Name: Rebecca Listfield, PhD
Title: Managing Director, Licensing
Date: February 2, 2022

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Registration Statement of Alopexx, Inc. on Form S-1 of our report dated March 4, 2022, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, with respect to our audits of the financial statements of Alopexx, Inc. as of December 31, 2021 and 2020 and for the years then ended, which report appears in the Prospectus, which is part of this Registration Statement. We also consent to the reference to our Firm under the heading "Experts" in such Prospectus.

/s/ Marcum llp

Marcum llp
Hartford, CT
March 4, 2022

CALCULATION OF REGISTRATION FEE

Form S-1
(Form Type)

Alopexx, Inc.
(Exact Name of Registrant As Specified in its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price ⁽¹⁾	Fee Rate	Amount of Registration Fee
Newly Registered Securities								
Fees to Be Paid	Equity	Common Stock, \$0.0001 par value per share ⁽²⁾⁽³⁾	457(o)			\$17,250,000	0.0000927	\$1,599.08
	Equity	Warrants to be issued to the representative of the underwriters	Other ⁽³⁾					
	Equity	Common stock underlying warrants to be issued to the representative of the underwriters ⁽²⁾⁽⁵⁾	457(o)			\$1,078,125	0.0000927	\$99.95
Fees Previously Paid	—	—	—	—	—	—	—	—
	Total Offering Amounts					\$18,328,125		\$1,699.03
	Total Fees Previously Paid							\$0
	Total Fee Offsets							\$0
	Net Fees Due							\$1,699.03

- (1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933 (the “Securities Act”).
- (2) Pursuant to Rule 416, the securities being registered hereunder include such indeterminate number of additional securities as may be issuable to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (3) Includes additional shares of common stock which may be issued upon the exercise of a 45-day option granted to the underwriters to cover over-allotments, if any, up to 15% of the total number of securities offered.
- (4) No registration fee required pursuant to Rule 457(g).
- (5) We have agreed to issue to the representative of the underwriters warrants to purchase shares of common stock representing up to 5% of the common stock issued in the offering. The representative’s warrants are exercisable at a per share exercise price equal to 125% of the public offering price per share of the common stock offered hereby. As estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(g) under the Securities Act, the proposed maximum aggregate offering price of the representative’s warrants is \$1,078,125, which is equal to 125% of \$862,500 (5% of \$17,250,000).