
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): November 16, 2018

SERES THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37465
(Commission
File Number)

27-4326290
(IRS Employer
Identification No.)

200 Sidney Street
Cambridge, MA
(Address of Principal Executive Offices)

02139
(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 945-9626

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, on October 17, 2018, Michele Trucksis, Ph.D., M.D. notified Seres Therapeutics, Inc. (the “Company”) of her resignation as the Executive Vice President and Chief Medical Officer of the Company. In connection with Dr. Trucksis’ resignation, on November 16, 2018, the Company entered into a separation agreement (the “Separation Agreement”) and a consulting agreement (the “Consulting Agreement”) with Dr. Trucksis.

Subject to the terms and conditions of the Separation Agreement and consistent with the terms of her employment agreement with the Company, the Company agreed to pay Dr. Trucksis twelve months of her current annual base salary, payable in equal installments pursuant to the Company’s normal payroll practices over the twelve months following her resignation date, and up to twelve months direct payment or reimbursement of continued medical, dental and vision continuation coverage premiums under the Company’s group plans, and Dr. Trucksis agreed to release all claims against the Company, subject to certain exceptions. Dr. Trucksis may rescind the Separation Agreement for a period of seven days following its execution, after which time the Separation Agreement will become effective.

Pursuant to the Consulting Agreement, Dr. Trucksis agreed to provide consulting and advisory services to the Company for not more than eight hours per week and otherwise as reasonably requested by the Company’s Chief Executive Officer until February 1, 2020 or the earlier termination of the Consulting Agreement by the Company for Dr. Trucksis’ material breach or by Dr. Trucksis for any reason. In exchange for these services, the Company agreed to pay Dr. Trucksis a monthly consulting fee equal to half of her current monthly salary and an additional one-time additional consulting fee in an amount determined in substantially the same manner as the method for determining the performance bonuses for the Company’s actively employed executive officers. Dr. Trucksis’ performance of consulting services under the Consulting Agreement constitute continuous service to the Company for purposes of the vesting and exercisability provisions of any equity-based awards of the Company held by Dr. Trucksis.

The foregoing is a summary description of the terms and conditions of the Separation Agreement and the Consulting Agreement and is qualified in its entirety by reference to the full text of the Separation Agreement and the Consulting Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Separation Agreement and Release by and between the Company and Dr. Michele Trucksis, effective November 16, 2018.</u>
10.2	<u>Consulting Agreement by and between the Company and Dr. Michele Trucksis, dated November 16, 2018.</u>

SIGNATURES

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

SERES THERAPEUTICS, INC.

Date: November 21, 2018

By: /s/ Thomas J. DesRosier

Name: Thomas J. DesRosier

Title: Executive Vice President and Chief Legal Officer

Separation Agreement and Release

This Separation Agreement and Release ("Agreement") is made by and between Michele Trucksis, Ph.D., M.D. ("Executive") and Seres Therapeutics, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of June 13, 2015, as amended by that certain First Amendment to Employment Agreement, dated August 7, 2015, and that certain Second Amendment to Employment Agreement, dated March 7, 2018, by and between the Parties (the "Employment Agreement");

WHEREAS, Executive's employment with the Company and its subsidiaries terminated without Cause (as defined in the Employment Agreement) effective November 16, 2018 (the "Termination Date");

WHEREAS, the Company and Executive have entered into a Consulting Agreement pursuant to which Executive will perform transitional consulting services following the Termination Date (the "Consulting Agreement"), subject to and in accordance with the terms thereof; and

WHEREAS, in connection with Executive's termination of employment, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company, Executive's right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law or Executive's rights under the Consulting Agreement (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section 4(b) and/or Section 4(c) of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof. Executive shall also be entitled to reimbursement of reasonable attorney's fees incurred by Executive in connection with the amicable negotiation of this Agreement and Executive's Consulting Agreement up to \$3,000, less any taxes that the Company reasonably determines it is required to withhold.

2. **Release of Claims.** Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries and affiliates, and any of their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "**Releasees**"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(i) any and all claims for attorneys' fees and costs (except reimbursement of attorneys' fees as contemplated in Section 1).

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including Executive's right to receive an award for information provided to any such government agencies), Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering monetary or other individual relief from the Company or any Releasee in connection with any charge, investigation or proceeding, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf before the federal Equal Employment Opportunity Commission or a comparable state or local agency), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law, and any Retained Claims. This release further does not release claims for breach of Section 3(c), Section 4(b) or Section 4(c) of the Employment Agreement, or for claims arising under the Consulting Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a)

Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the Parties expressly agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has 7 days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21 day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

5. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

6. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c) and 9(i) of the Employment Agreement.

7. Effective Date. If Executive has attained or is over the age of 40 as of the date of Executive's termination of employment, then each Party has seven days after that Party signs this Agreement to revoke it and this Agreement will become effective on the eighth day after Executive signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date"). If Executive has not attained the age of 40 as of the date of Executive's termination of employment, then the "Effective Date" shall be the date on which Executive signs this Agreement.

8. Trade Secrets; Whistleblower Protections. In accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in the Employment Agreement or the Proprietary Information Agreement: (a) Executive will not be in breach of the Employment Agreement or the Proprietary Information Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Furthermore, the Parties agree that nothing in the Employment Agreement or the Proprietary Information Agreement, notwithstanding any contrary terms thereof, prohibits Executive from

reporting possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including Executive's right to receive an award for information provided to any such government agencies).

9. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: November 16, 2018

/s/ Michele Trucksis

Michele Trucksis, Ph.D., M.D.

SERES THERAPEUTICS, INC.

Dated: November 16, 2018

By: /s/ Roger J. Pomerantz

Name: Roger J. Pomerantz, M.D.

Title: CEO and Chairman

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement"), made this 16th day of November, 2018 (the "Separation Date"), is entered into by Seres Therapeutics, Inc., a Delaware corporation (the "Company"), and Michele Trucksis, Ph.D., M.D. (the "Consultant").

INTRODUCTION

The Company and the Consultant desire to establish the terms and conditions under which the Consultant will provide services to the Company following the Separation Date. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Services. The Consultant agrees to perform such consulting, advisory and related services to and for the Company as may be reasonably requested from time to time by the Company's Chief Executive Officer (the "Services"). The parties expect that the Consultant will not be required to provide more than eight (8) hours per week of Services and agree that the Consultant may perform such duties remotely from her home office or otherwise except as the Company's Chief Executive Officer determines is otherwise reasonably necessary. Notwithstanding the foregoing, the parties intend that the Consultant incurs a "separation from service" under Section 409A of the Internal Revenue Code of 1986 (as amended) as of the Separation Date. Accordingly, the level of bona fide services which the Consultant will perform for the Company pursuant to this Agreement will in no event exceed twenty percent (20%) of the average level of bona fide services performed by the Consultant for the Company over the thirty-six (36) month period immediately preceding the Separation Date. The parties agree that the Consultant's performance of Services hereunder will, solely for purposes of determining the "Restricted Period" under, and within the meaning of, the Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement between the Company and the Consultant dated June 13, 2015 (as amended, the "Proprietary Information Agreement") be considered Consultant's continued employment by the Company such that the Restricted Period will continue during and for twelve (12) months following the Consultation Period (as defined below).

2. Term. This Agreement shall commence on the day after the Separation Date and shall continue until February 1, 2020, unless sooner terminated in accordance with the provisions of Section 4 (the "Consultation Period"). This Agreement may be extended in writing upon terms mutually agreeable to the Company and the Consultant. The Consultation Period and any extension to the Consultation Period shall constitute Consultant's continuous service to the Company for purposes of any Company equity or equity based awards held by the Consultant as of the Separation Date, such that the vesting of any and all equity or equity based awards shall continue vesting without interruption through the end of the Consultation Period.

3. Compensation.

3.1 Consulting Fees. The Consultant will earn consulting fees of \$18,162.50 per month for Services performed, prorated for any partial month of service, payable in arrears and otherwise in accordance with the Company's standard payment practices for independent contractors. The Consultant will provide monthly summaries of hours worked to the Company for Services performed during the calendar month if requested by the Company. The Consultant will also be eligible to receive an additional one-time consulting fee (the "Additional Consulting Fee") in an amount equal to a minimum of \$122,052 multiplied by the corporate objective multiplier as determined by Company's Board of Directors or its authorized committee based on corporate performance during fiscal year 2018 (which shall be the same number used in calculating all executive bonuses) and an additional amount also evaluated in a manner that is substantially consistent with evaluations performed for determining 2018 annual performance bonus amounts for the Company's actively employed senior executives. Payment of the Additional Consulting Fee will be made at substantially the same time as performance bonuses for 2018 are paid to the Company's actively employed senior executives, subject to the Consultant providing Services through the payment date of such Additional Consulting Fee. In addition, the parties agree that the Consultant's performance of Services hereunder will constitute the Consultant's continuous service to the Company for purposes of any Company equity or equity based awards held by the Consultant as of the Separation Date. Except as otherwise expressly provided herein or agreed in writing between the Company and the Consultant, the Consultant shall not be entitled to any compensation for performing Services.

3.2 Reimbursement of Expenses. The Company shall reimburse the Consultant for all reasonable and necessary documented out of pocket expenses incurred or paid by the Consultant in connection with, or related to, the performance of Services under this Agreement with the prior written approval of the Company. The Consultant shall submit to the Company itemized monthly statements, in a form satisfactory to the Company, of such expenses incurred during the previous monthly period.

3.3 Benefits. During the Consultation Period, and except as may be provided in other agreements, including that certain Separation Agreement by and between the Company and the Consultant, the Consultant shall not be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments, made available to employees of the Company, even if it is later determined that Consultant is a common law employee of Company or any of its affiliates for any purpose.

4. Termination Prior to Expiration of the Term. The Consultant may terminate the Consultation Period at any time by ten (10) days' written notice to the Company. The Company may not terminate the Consultation Period unless Consultant (i) engages in willful misconduct or breaches this Agreement and (ii) fails to cure such misconduct or breach within the period of ten (10) calendar days following Consultant's receipt of written notice from the Company, which notice describes Consultant's misconduct or breach in reasonable detail. Notwithstanding the foregoing, the Company may terminate this Agreement immediately if Consultant revokes that certain Separation Agreement by and between the Company and the Consultant dated November 16, 2018 pursuant to Section 7 thereof. In the event of termination under this Section 4, the Consultant shall be entitled to payment for Services performed and expenses paid or incurred prior to the effective date of termination and shall have no further rights under this Agreement. Such payments shall constitute full settlement of any and all claims of the Consultant of every description against the Company under this Agreement.

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

6. Inventions and Proprietary Information.

6.1 Inventions.

(a) All inventions, discoveries, computer programs, data, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Consultant, solely or jointly with others and whether during normal business hours or otherwise, (i) during the Consultation Period if related to the Services provided by Consultant and related to the business of the Company or (ii) within six months after the Consultation Period if resulting or directly derived from Proprietary Information (as defined below) (collectively under clauses (i) and (ii), "Inventions"), shall be the sole property of the Company. The Consultant hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer of the Company as the Consultant's duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Company and at the Company's expense, the Consultant shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Company and to assist the Company in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. The Consultant also hereby waives all claims to moral rights in any Inventions.

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

6.2 Proprietary Information.

(a) The Consultant acknowledges that the Consultant's relationship with the Company is one of high trust and confidence and that in the course of the Consultant's

service to the Company the Consultant will have access to and contact with Proprietary Information. The Consultant agrees that the Consultant will not, during the Consultation Period or at any time thereafter, disclose to others, or use for the Consultant's benefit or the benefit of others, any Proprietary Information or Invention.

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

(c) The Consultant's obligations under this Section 6.2 shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by the Consultant or others of the terms of this Section 6.2, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of an officer of the Company.

(d) Upon termination of this Agreement or at any other time upon request by the Company, the Consultant shall promptly deliver to the Company all records, files, memoranda, notes, designs, data, reports, price lists, customer lists, drawings, plans, computer programs, software, software documentation, sketches, laboratory and research notebooks and other documents (and all copies or reproductions of such materials) relating to the business of the Company.

(e) The Consultant represents that the Consultant's retention as a consultant with the Company and the Consultant's performance under this Agreement does not, and shall not, breach any agreement that obligates the Consultant to keep in confidence any trade secrets or confidential or proprietary information of the Consultant or of any other party or to refrain from competing, directly or indirectly, with the business of any other party or otherwise conflict with any of the Consultant's agreements or obligations to any other party. The Consultant shall not disclose to the Company any trade secrets or confidential or proprietary information of any other party.

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

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

7. Trade Secrets; Whistleblower Protections. Nothing in this Agreement, prohibits the Consultant from reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under any whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement: (a) the Consultant will not be in breach of this Agreement and will not be held criminally or civilly liable under any federal or state trade secret law: (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if the Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Consultant may disclose the trade secret to her attorney, and may use the trade secret information in the court proceeding, if the Consultant files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

8. Other Agreements. The Consultant hereby represents that, except as the Consultant has disclosed in writing to the Company, the Consultant is not bound by the terms of any agreement with any prior employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of the Consultant's relationship with the Company, to refrain from competing, directly or indirectly, with the business of such employer or any other party or to refrain from soliciting employees, customers or suppliers of such employer or other party. The Consultant agrees to furnish the Company with a copy of any such agreement upon request.

9. Survival. Notwithstanding anything to the contrary, the modification of the Restricted Period of the Proprietary Information Agreement, as provided in Section 1 hereof, will survive termination of this Agreement and upon expiration of this Agreement for any reason, the obligations of the Consultant shall continue under Section 6 of this Agreement indefinitely.

10. Independent Contractor Status. The Consultant shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of the Company. The Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner. Payments due to the Consultant hereunder shall not be subject to withholding except as required by law and the Consultant shall be responsible for his own tax liabilities.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, upon transmission by electronic mail or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party as follows: (i) if to the Company, then to the attention of the Company's Chief Executive Officer at the Company's principal executive offices, (ii) if to the Consultant, then to the Consultant's last known address shown in the Company's personnel records, or (iii) at such other address or addresses as either party shall designate to the other in accordance with this Section 11.

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

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement; provided, for the avoidance of doubt, that nothing in this agreement supersedes the Proprietary Information Agreement (as amended hereby with respect to the Restricted Period), which shall remain in full force and effect.

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

15. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the Commonwealth of Massachusetts (without giving effect to any conflicts of laws principles that would result in the application of the law of any other jurisdiction).

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including without limitation any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Consultant are personal and shall not be assigned by the Consultant.

17. Miscellaneous.

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

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

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

17.4 This Agreement may be executed in multiple counterparts by facsimile or other reliable electronic reproduction (including, without limitation, transmission by pdf), each of which shall be taken together as one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

SERES THERAPEUTICS, INC.

By: /s/ Roger J. Pomerantz
Name: Roger J. Pomerantz
Title: CEO & Chairman

CONSULTANT

/s/ Michele Trucksis
Michele Trucksis, Ph.D., M.D.