

**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): October 11, 2022

Invivyd, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40703
(Commission
File Number)

85-1403134
(IRS Employer
Identification No.)

1601 Trapelo Road, Suite 178
Waltham, MA
(Address of Principal Executive Offices)

02451
(Zip Code)

Registrant's telephone number, including area code: (781) 819-0080

Not applicable

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	IVVD	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

Departure of Jane Henderson as Chief Financial & Business Officer

Jane Henderson, the Company's Chief Financial & Business Officer, will cease serving as an executive officer, as well as the Company's principal financial officer and principal accounting officer, effective as of October 13, 2022, with her employment terminating on November 11, 2022 (the "Henderson Termination Date").

Upon Ms. Henderson executing a separation agreement (the "Separation Agreement"), and subject to Ms. Henderson agreeing to a release of claims and complying with certain other continuing obligations contained therein, the Company will pay Ms. Henderson (i) the amounts owed to her pursuant to Section 5 of that certain Amended and Restated Employment Agreement, dated August 5, 2021, by and between the Company and Ms. Henderson, which was filed as Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission ("SEC") on March 21, 2022, as amended by that certain First Amendment, dated as of March 18, 2022, filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2022, plus (ii) a lump sum cash payment equal to \$176,054.79, less applicable taxes and withholdings, representing a pro-rated portion of Ms. Henderson's annual target bonus for 2022 at one hundred percent (100%) of target.

The description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Separation Agreement, the form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Appointment of Frederick W. Driscoll as Interim Chief Financial Officer

On October 11, 2022, the Board of Directors of the Company (the "Board") appointed Frederick W. Driscoll, age 71, as the Company's Interim Chief Financial Officer and designated him as the Company's principal financial officer and principal accounting officer, effective as of October 13, 2022.

Mr. Driscoll most recently served as the Chief Financial Officer of Renovacor, Inc. (NYSE: RCOR) from March 2022 until his resignation in June 2022. Prior to Renovacor, Mr. Driscoll served as the Chief Financial Officer of Flexion Therapeutics, Inc. from May 2021 to November 2021. He served in the same capacity from 2013 until his retirement from the position in 2017, during which time he led Flexion's initial public offering in 2014. Prior to joining Flexion, he served as Chief Financial Officer at Novavax, Inc. (NASDAQ: NVAX) from 2009 to 2013. From 2008 to 2009, Mr. Driscoll served as Chief Executive Officer of Genelabs Technologies, Inc., a publicly traded biopharmaceutical and diagnostics company later acquired by GlaxoSmithKline. Prior to that time, he was the Chief Financial Officer from 2007 to 2008. From 2000 to 2006, Mr. Driscoll served as Chief Executive Officer at OXiGENE, Inc., where he also served as Chairman of the Board and Audit Committee Chair. He was also a member of the Audit Committee for Cynapsus Therapeutics, Inc., which was sold to Sunovion Pharmaceuticals in 2016. He has been a member of the board of directors of Collectar Biosciences, Inc. (NASDAQ: CLRB) since April 2017, MEI Pharma, Inc. (NASDAQ: MEIP) since February 2018 and Cue Biopharma, Inc. (NASDAQ: CUE) since June 2018. Mr. Driscoll earned a B.S. in accounting and finance from Bentley University.

In connection with Mr. Driscoll's appointment, the Company entered into a consulting services agreement with him (the "Consulting Agreement"). Pursuant to the terms of the Consulting Agreement, Mr. Driscoll has assumed the responsibilities of Interim Chief Financial Officer, reporting to the Company's Chief Executive Officer. Pursuant to the Consulting Agreement, Mr. Driscoll is entitled to a cash fee of \$50,000 per month. The term of the Consulting Arrangement commenced on October 13, 2022 and continues until terminated in accordance therewith. The Company may terminate the Agreement at any time upon ten (10) days' prior written notice to Mr. Driscoll, and Mr. Driscoll may terminate the Consulting Agreement upon thirty (30) days' prior written notice to the Company. The Consulting Agreement also imposes certain confidentiality and non-solicitation obligations on Mr. Driscoll during the term of the Consulting Agreement and for a specified time thereafter. In connection with his appointment,

Mr. Driscoll also entered into an indemnification agreement in the form previously approved by the Board, which form is filed as Exhibit 10.4 to the Company's Registration Statement on Form S-1/A, filed with the U.S. Securities and Exchange Commission on August 2, 2021 (the "Indemnification Agreement").

Other than with respect to the Consulting Agreement and the Indemnification Agreement, there are no arrangements or understandings between Mr. Driscoll and any other persons pursuant to which Mr. Driscoll was appointed as Interim Chief Financial Officer of the Company. There are also no family relationships between Mr. Driscoll and any director or executive officer of the Company and Mr. Driscoll has no direct or indirect interest in any transaction or proposed transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Consulting Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Item 7.01 Regulation FD Disclosure.

On October 13, 2022, the Company issued a press release announcing changes to its management team as well as headcount changes to align resources to its key programs. A copy of the press release is being furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference to this Item 7.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1+	Form of Separation Agreement to be entered into between Invivyd, Inc. and Jane Pritchett Henderson.
10.2	Consulting Services Agreement, effective as of October 13, 2022, by and between Invivyd, Inc. and Fred Driscoll.
99.1	Press Release, dated October 13, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC.

SIGNATURES

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

INVIVYD, INC.

Date: October 13, 2022

By: /s/ Jill Andersen

Jill Andersen

Chief Legal Officer and Corporate Secretary



SEPARATION AGREEMENT

October 12, 2022

Jane Henderson

[***]

[***]

Re: Separation Agreement

Dear Jane:

This letter sets forth the substance of the separation agreement (the "Agreement") which Invivyd, Inc. (the "Company") is offering to you to aid in your employment transition.

1. Separation. Your last day of work with the Company and your employment termination date will be November 11, 2022 (the "Separation Date"). From October 13, 2022 through the Separation Date, you will be on an "on call" status and only required to be available by telephone or video conference to respond to questions and/or provide information as requested by the Executive Leadership Team. As of October 13, 2022, you shall be deemed to have resigned from all officer and board member positions that you may hold with the Company or any of its respective subsidiaries and affiliates (if applicable).

2. Accrued Salary. On the Separation Date, the Company will pay you all accrued salary earned through the Separation Date, subject to standard payroll deductions and withholdings. You will receive these payments regardless of whether or not you sign this Agreement.

3. Severance Benefits. If you execute and do not revoke this Agreement, and comply with its terms, the Company will provide you with the following benefits referred to herein as "Severance Benefits":

(a) Cash Payment. The Company will pay you, as severance, the equivalent of 9 months of your base salary in effect as of the Separation Date, subject to standard payroll deductions and withholdings. This amount will be paid in lump sum within thirty (30) days of the Separation Date (or such longer period as required in order for this Agreement to be enforceable, but in no event longer than sixty (60) days from the Separation Date).

(b) Bonus. The Company will pay you a lump sum payment, prorated to the Separation Date, at one hundred (100) percent of your target annual bonus as determined by the compensation committee of the Company's board of directors, in its discretion with respect to the 2022 calendar year. For the avoidance of doubt, this determination has already been made and such amount is not subject to change (greater or less) in the event the Company modifies the corporate multiplier or target for employees at a later date. This amount shall be paid in a lump sum payment, subject to applicable taxes and withholdings, within thirty (30) days of the Effective Date of this Agreement.

(c) Delayed Forfeiture of Time-Based Equity Awards. Notwithstanding anything in the contrary in any Time-Based Equity Awards (as defined in the Employment Agreement (defined below)), the unvested portions of all Time-Based Equity Awards shall not terminate or be forfeited on the Separation Date, but rather shall remain outstanding until ninety (90) days after the Separation Date (the “Pre-CIC Protection Period”). If the Company has not, prior to the end of the Pre-CIC Protection Period, entered into a definitive agreement that, if closed, would result in a Change in Control (as defined in the Employment Agreement) (a “P&S Agreement”) then the unvested portion of the Time-Based Equity Awards shall terminate and be forfeited. If the Company, prior to the end of the Pre-CIC Protection Period, enters into a P&S Agreement, then the Time-Based Equity Awards shall remain outstanding and become fully vested upon a Change in Control resulting from such agreement. Time Based Equity Awards shall terminate and be forfeited if the Company abandons a sale of the Company as contemplated under the P&S Agreement entered into during the Pre-CIC Protection Period. No additional vesting of the Time-Based Equity Awards shall occur following the Separation Date except on account of a Change in Control during or after the Pre-CIC Protection Period as specifically provided herein. For the avoidance of doubt, any unvested Performance-Based Equity Awards (as defined in the Employment Agreement) shall terminate and be forfeited on the Separation Date unless otherwise provided by the terms of the Plan or the applicable award agreement.

(d) COBRA. If you are eligible for and timely elect to continue your health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or the state equivalent, the Company will subsidize the cost of COBRA premiums for you and your eligible dependents, if any, until the earlier of (A) 9 months from the Separation Date, (B) the expiration of your eligibility for the continuation coverage under COBRA, or (C) such time as you become employed by another employer or self-employed through which you are eligible for health insurance (thereafter, you will be responsible for all COBRA premium payments, if any) (such period from your termination date through the earliest of (A) through (C), the “COBRA Payment Period”). You agree to promptly notify the Company if you become employed by another employer or self-employed through which you are eligible for health insurance during the COBRA Payment Period. For purposes of this paragraph, references to COBRA premiums shall not include any amounts payable by you under an Internal Revenue Code Section 125 health care reimbursement plan. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the Company cannot provide the COBRA premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company may in lieu thereof pay you a taxable cash amount, which payment shall be made regardless of whether you elect health care continuation coverage (the “Health Care Benefit Payment”). The Health Care Benefit Payment shall be paid in monthly installments on the same schedule that the COBRA premiums would otherwise have been paid to you and shall be equal to the amount that the Company would have otherwise paid for COBRA premiums (which amount shall be calculated based on your COBRA premium for the first month of coverage), and shall be paid until the earlier of (i) the expiration of the COBRA Payment Period or (ii) the date you voluntarily enroll in a health insurance plan offered by another employer or entity.

4. Benefit Plans. Except as set forth in Section 3 above, if you are currently participating in the Company's group health insurance plans, your participation as an employee will end on the last day of the month in which separation occurs. Thereafter, to the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish.

Deductions for the 401(k) Plan will end with your last regular paycheck. You will receive information by mail concerning 401(k) plan rollover procedures should you be a participant in this program.

You may be eligible for unemployment insurance benefits after the Separation Date. Information concerning unemployment benefits will be provided under separate cover.

5. Stock Options. Except as set forth in Section 3 above, you were granted an option to purchase shares of the Company's common stock, pursuant to the Company's 2021 Equity Incentive Plan and/or the 2020 Equity Incentive Plan (the "Plan"). Under the terms of the Plan and your stock option grant, vesting will cease as of the Separation Date.

6. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you will not be entitled to nor shall you receive any additional compensation, severance or benefits after the Separation Date.

7. Expense Reimbursements. You agree that, within ten (10) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. Regardless of whether you execute this Agreement, The Company will reimburse you for reasonable business expenses pursuant to its regular business practice.

8. Return of Company Property. Within seven (7) calendar days of the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). Please coordinate return of Company property with Paul Grous, Senior Director, IT, Infrastructure and Security. **Receipt of the Severance Benefits described in Section 3 of this Agreement is expressly conditioned upon return of all Company Property.**

9. Confidential Information; Reaffirmation of Post-Termination Obligations. Both during and after your employment you acknowledge your continuing obligations under your Employee Proprietary Information and Inventions Assignment Agreement (“Restrictive Covenants Agreement”) not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation activities. A copy of your Restrictive Covenants Agreement is attached hereto. By signing this Agreement, you hereby reaffirm your continuing obligations under the Restrictive Covenants Agreement to the Company, which may include, but are not limited to, non-competition and non-solicitation provisions. If you have any doubts as to the scope of the restrictions in your Restrictive Covenants Agreement, you should contact Jill Andersen, Chief Legal Officer immediately to assess your compliance. As you know, the Company will enforce its contract rights. Please familiarize yourself with the enclosed agreement which you signed. Confidential information that is also a “trade secret,” as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

10. Non-Disparagement. You agree not to disparage the Company, and the Company’s attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. You further agree that, by no later than the Effective Date, you shall delete or otherwise remove any and all disparaging public comments or statements that you made prior to the Effective Date about or relating to the Company, including, but not limited to, comments in online forums or on websites (including, but not limited to, Facebook, Glassdoor, Yelp, and LinkedIn). Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

11. Cooperation after Termination. You agree to cooperate fully with the Company in all matters relating to the transition of your work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company, by making yourself reasonably available during regular business hours.

12. Release. In exchange for the payments and other consideration under this Agreement, to which you would not otherwise be entitled, and except as otherwise set forth in this Agreement, you, on behalf of yourself and, to the extent permitted by law, on behalf of your spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on your behalf (collectively, the “Employee Parties”), hereby generally and

completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers and affiliates (the "Company Parties") of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys' fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company (including, but not limited to claims under any employment agreement that you may have with the Company) or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law, including those relating to your Amended and Restated Employment Agreement, dated August 5, 2021 ("Employment Agreement") (individually a "Claim" and collectively "Claims"). The Claims you are releasing and waiving in this Agreement include, but are not limited to, any and all Claims that any of the Company Parties:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;
- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Civil Rights Act of 1991, the Genetic Information Nondiscrimination Act, Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination against the disabled, the Age Discrimination in Employment Act (ADEA), which prohibits discrimination based on age, the Older Workers Benefit Protection Act, the National Labor Relations Act, the Lily Ledbetter Fair Pay Act, the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Massachusetts Fair Employment Practices Act (M.G.L. c. 151B), the Massachusetts Equal Rights Act, the Massachusetts Equal Pay Act, the Massachusetts Privacy Statute, the Massachusetts Sick Leave Law, the Massachusetts Civil Rights Act, the Connecticut Fair Employment Practices Act, the Connecticut Free Speech Law, anti-retaliation provisions of the Connecticut Workers' Compensation Act, all as amended, and any and all other federal, state or local laws, rules, regulations, constitutions, ordinances or public policies, whether known or unknown, prohibiting employment discrimination;

- has violated any employment statutes, such as the WARN Act, which requires that advance notice be given of certain workforce reductions; the Employee Retirement Income Security Act of 1974 (ERISA) which, among other things, protects employee benefits; the Fair Labor Standards Act of 1938, which regulates wage and hour matters; the National Labor Relations Act, which protects forms of concerted activity; the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain circumstances; the Fair Credit Reporting Act, the Employee Polygraph Protection Act, the Massachusetts Payment of Wages Act (M.G.L. c. 149 sections 148 and 150), the Massachusetts Overtime regulations (M.G.L. c. 151 sections 1A and 1B), the Massachusetts Meal Break regulations (M.G.L. c. 149 sections 100 and 101), the Connecticut Family and Medical Leave Act, the Connecticut Whistleblower Law, Connecticut's minimum wage and wage payment laws (Conn. Gen. Stat. Ann. §§ 31-58 to 31-76m), all as amended, and any and all other federal, state or local laws, rules, regulations, constitutions, ordinances or public policies, whether known or unknown relating to employment laws, such as veterans' reemployment rights laws;
- has violated any other laws, such as federal, state, or local laws providing workers' compensation benefits, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state or local laws providing recourse for alleged wrongful discharge, retaliatory discharge, negligent hiring, retention, or supervision, physical or personal injury, emotional distress, assault, battery, false imprisonment, fraud, negligent misrepresentation, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, intentional interference with contract, negligence, detrimental reliance, loss of consortium to you or any member of your family, whistleblowing, and similar or related claims.

Notwithstanding the foregoing, other than events expressly contemplated by this Agreement you do not waive or release rights or Claims that may arise from events that occur after the date this waiver is executed or your right to enforce this Agreement. Also excluded from this Agreement are any Claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Agreement shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("Government Agencies"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Agreement does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this

Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Agreement. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Agreement does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Agreement pursuant to any such plan or agreement.

13. Your Acknowledgments and Affirmations; Effective Date of Agreement; Schedule A. You acknowledge that you are knowingly and voluntarily waiving and releasing any and all rights you have under the ADEA, as amended. You also acknowledge and agree that (i) the consideration given to you in exchange for the waiver and release in this Agreement is above and beyond any wages or salary or other sums to which you are entitled from the Company under the terms of your employment with the Company or under any other contract or law, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a Claim. You affirm that all of the decisions of the Company Parties regarding your pay and benefits through the date of your execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. You affirm that you have not filed or caused to be filed, and are not presently a party to, a Claim against any of the Company Parties. You further affirm that you have no known workplace injuries or occupational diseases. You acknowledge and affirm that you have not been retaliated against for reporting any allegation of corporate fraud or other wrongdoing by any of the Company Parties, or for exercising any rights protected by law, including any rights protected by the Fair Labor Standards Act, the Family Medical Leave Act or any related statute or local leave or disability accommodation laws, or any applicable state workers' compensation law. You further acknowledge and affirm that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or Claims that may arise after the execution date of this Agreement; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this Agreement; (c) you have been given a period of forty-five (45) days to consider this Agreement (although you may choose to voluntarily execute this Agreement earlier and if you do you will sign the Consideration Period waiver below); (d) you have seven (7) days following your execution of this Agreement to revoke this Agreement; and (e) you should not sign this Agreement prior to the Separation Date and this Agreement shall not be effective until the date upon which the revocation period has expired unexercised (the "Effective Date"), which shall be the eighth day after this Agreement is executed by you. Failure to execute this Agreement within forty-five days of receiving the Agreement will render this Agreement null and void. If you revoke this Agreement, this Agreement shall become null and void.

You acknowledge that with your receipt of this Agreement you also received an "Age Discrimination in Employment Act Disclosure," attached as **Schedule A**, that contains information regarding (i) any class, unit, or group of individuals covered by the Company's reduction in force (the "Layoff"), any eligibility factors to receive Severance Benefits in connection with the Layoff, and any time limits applicable to the Layoff; and (ii) the job titles and ages of all individuals selected for the Layoff, and the ages of all individuals in the same job classification or organizational unit who are not selected for the Layoff.

14. No Admission. This Agreement does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

15. Internal Revenue Code Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

16. Breach. You agree that upon any breach of this Agreement you will forfeit all amounts paid or owing to you under this Agreement. Further, you acknowledge that it may be impossible to assess the damages caused by your violation of the terms of Sections 8, 9 and 10 of this Agreement and further agree that any threatened or actual violation or breach of those Sections of this Agreement will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Agreement is a material breach of this Agreement, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Agreement, the Company shall be entitled to an injunction to prevent you from violating or breaching this Agreement. You agree that if the Company is successful in whole or part in any legal or equitable action against you under this Agreement, you agree to pay all of the costs, including reasonable attorneys' fees, incurred by the Company in enforcing the terms of this Agreement.

17. Miscellaneous. This Agreement, including any exhibits (such as the Restrictive Covenants Agreement), constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be

modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Connecticut.

18. To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims (including, but not limited to, the Massachusetts Antidiscrimination Act, Mass. Gen. Laws ch.151B and the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, the Connecticut Fair Employment Practices Act, the Connecticut Free Speech Law, anti-retaliation provisions of the Connecticut Workers' Compensation Act or statutory claims under the laws of the state in which you worked for the Company), arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding, except nothing herein shall prevent the Company from seeking injunctive relief in a court of competent jurisdiction related to confidentiality, restrictive covenants or trade secrets or disparagement.** You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either you or the Company from obtaining injunctive relief in a court of competent jurisdiction to prevent irreparable harm pending the conclusion of any such arbitration.

If this Agreement is acceptable to you, please sign below and return the original to me **on or after your Separation Date**, but no later than the date that is forty-five (45) days after you receive this Agreement. This Agreement will be null and void if we have not received your executed copy by that date.

I wish you good luck in your future endeavors.

Sincerely,

Invivyd, Inc.

By: /s/ Julie Green

Julie Green

Senior VP, Human Resources

DO NOT EXECUTE PRIOR TO THE SEPARATION DATE

BY SIGNING BELOW, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, YOU HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, HAVE HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF YOUR CHOOSING, AND HAVE EXECUTED THIS AGREEMENT VOLUNTARILY, WITHOUT DURESS, COERCION OR UNDUE INFLUENCE.

AGREED TO AND ACCEPTED:

Name: Jane Henderson

Date:

CONSIDERATION PERIOD

I, _____, understand that I have the right to take at least 45 days to consider whether to sign this Agreement, which I received on _____, 20___. If I elect to sign this Agreement before 45 days have passed, I understand I am to sign and date below this paragraph to confirm that I knowingly and voluntarily agree to waive the 45-day consideration period.

AGREED:

Signature

Date

Age Discrimination in Employment Act Disclosure



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”), effective as of October 13, 2022, is between **INVIVYD, INC.** a Delaware corporation having a place of business at 1601 Trapelo Road, Suite 178, Waltham, MA 02451, and its successors or assignees (“Invivyd” or the “Company”) and Fred Driscoll, having a place of business at [***] (“Consultant”).

WHEREAS, Invivyd desires to retain Consultant as an independent contractor to perform consulting services for Invivyd as further detailed herein; and

WHEREAS, Consultant is willing to perform the services, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. ENGAGEMENT OF SERVICES. Consultant will provide financial consulting for the Company (the “Services”), as more fully described in a written Statement of Work made and agreed to by Company and Consultant from time to time during the term of this Agreement, in the format attached hereto as Exhibit A (each, a “SOW”). To the extent a SOW is not inconsistent with this Agreement, and after acceptance by Company, each such SOW shall be deemed incorporated into this Agreement with respect to scope of work, time for performance and cost of Services only. Consultant agrees to exercise diligence and the highest degree of professionalism in providing Services under this Agreement. Consultant shall perform all Services in compliance with all Applicable Laws. “Applicable Laws” means the laws, statutes, rules, or regulations applicable to a party’s activities to be performed under this Agreement including, but not limited to, the Federal Food, Drug, and Cosmetic Act, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the criminal Health Care Fraud laws (18 U.S.C. §§ 286, 287, 1347, 1349), the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18001 et seq.), the Federal Sunshine Law, the Generic Drug Enforcement Act of 1992 (21 U.S.C. § 335a et seq.), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.), the exclusion laws (42 U.S.C. § 1320a-7), Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), the U.S. Foreign Corrupt Practices Act and any other anti-bribery and anti-corruption laws, state and federal licensure laws, the regulations promulgated pursuant to such laws, and any other similar state or federal law.

2. COMPENSATION; EXPENSES.

2.1 Compensation for Services provided shall be paid as set forth in each approved SOW and paid in US Dollars. Consultant shall be paid for actual Services completed.

2.2 Consultant shall be reimbursed for all reasonable, appropriate, or necessary travel and other out-of-pocket expenses incurred in the performance of its duties hereunder upon submission and approval of written statements and bills in accordance with the then regular reimbursement procedures of Company. Prior written consent of Company is required for any expenses in excess of \$1,000.00. Company or its authorized agents shall have the right to audit relevant financial documentation to verify amounts billed at any time upon request by Company.

Invivyd, Inc. - Consulting Agreement

2.3 Unless requested otherwise by the Company or its agents, Consultant shall submit monthly invoices to Invivyd. All invoices submitted by Consultant to Invivyd under this Agreement shall (i) be sufficiently detailed, include a description of all Services performed and the amount due for the Services, (ii) reference the applicable engagement, (iii) be clearly marked as an "Invoice", and (iv) contain an invoice number. The invoice submitted by Consultant shall also include an itemized list of any expenses incurred in performance of the Services under the Agreement and all documentation for expenses. If the Company provides Consultant an expense form to complete in connection with the Services performed, this form must be completed by Consultant and submitted to the Company as part of the invoice. The Company shall pay the amount of each invoice received from Consultant within forty-five (45) days of its receipt by the Company, unless the Company has notified consultant within such forty-five (45) day period that it disputes any particular invoiced item(s), which dispute the parties shall attempt in good faith to resolve. The Company reserves the right to decline to pay on invoices more than ninety (90) days after an expense has been incurred. In no event will the Company pay on invoices submitted more than one hundred eighty (180) days after an expense has been incurred. All invoices shall be emailed to: AP@Invivyd.com for processing. The payment thereof shall constitute full payment for Services to Company during the term of this Agreement, and Consultant shall not receive any additional benefits or compensation for the Services. Payment for Services performed under this Agreement shall be subject to the completion of such Services to the reasonable satisfaction of Company.

2.4 At such times and intervals as Company may require, Consultant shall provide Company with timely reports (and supporting documentation, if requested) of any payments made to health care providers, including, but not limited to, physicians, nurses, hospitals, pharmacies and health plans, in connection with Consultant's performance of the Services hereunder to allow Company to meet applicable federal and/or state law reporting requirements. Reportable payments shall include, but are not limited to, fees or honoraria paid for services, meals provided and reimbursed travel, lodging and meals expenses. Consultant consents to Company's disclosure of such fees and expenses from time to time, if and when required by law or government regulation thereunder, without any further notification to Consultant.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. Consultant's relationship with Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company. Consultant is not entitled to and will be excluded from participating in any of Company's fringe benefit plans or programs as a result of the performance of the Services, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by Company to its employees (and Consultant waives the right to receive any such benefits). Consultant agrees, as an independent contractor, that Consultant is not entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits from Company in the event Consultant is injured in any manner or becomes ill while performing the Services under this Agreement. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of Services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement.

4. INSURANCE. Consultant is responsible for providing and maintaining during the term of this Agreement all appropriate insurance coverage required by applicable federal and state laws and shall produce a certificate of such insurance at Company's request.

5. CONFLICTS OF INTEREST. Consultant represents and warrants that he or she is authorized to enter into this Agreement and is not a party to any other agreement or under any obligation to any third party which would prevent Consultant from entering into this Agreement or from performing Consultant's obligation hereunder. Consultant further represents and warrants that there is no conflict of interest in Consultant's other contracts for services or other employment, if any, with the Services to be provided pursuant to this Agreement and that Consultant will ensure that no such conflict arises during the term of this Agreement. If required to do so, Consultant has obtained all consents or permissions to enter into this Agreement.

6. CONFIDENTIAL INFORMATION.

6.1 Company Confidential Information. Consultant agrees during the term of this Agreement and thereafter that Consultant will take all steps reasonably necessary to hold Company's Confidential Information (as defined below) in trust and confidence, will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Company's express written consent on a case-by-case basis. Consultant will have its directors, officers, employees, collaborators, and agents ("Personnel") who have access to Confidential Information enter into confidentiality obligations that are substantially similar to this Agreement. Consultant shall be responsible for any breach of this Agreement by Consultant's Personnel. Consultant shall notify Company immediately in writing upon any loss, misuse, misappropriation or other unauthorized disclosure of Company Confidential Information by Consultant or Consultant's Personnel. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to: that which relates to patents, patent applications, trade secrets, inventions; research; product plans, products, developments, processes, designs, drawings, engineering, formulae; markets, regulatory information, medical reports; all clinical data and analysis and current and concluded clinical trials and studies; reagents, cell lines, genes, gene haplotypes and gene sequences, assays, biological materials, chemical formulas, chemical compounds; business plans, agreements with third parties, services, customers, marketing or finances of Company or other scientific, technical, financial, trade, or business information, of which Confidential Information is designated in writing or marked as being confidential or proprietary, or is disclosed under conditions that reasonably indicate that Company intended such information to be confidential. Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that Consultant can demonstrate by competent written evidence: (i) has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) is known by Consultant at the time of receiving such information, as evidenced by Consultant's pre-existing written records; (iii) has been received by Consultant from a third party as a matter of right and without confidentiality limitations; or (iv) is independently developed by Consultant without aid, use or benefit of Confidential Information. Notwithstanding the provisions of this Section 6.1, Consultant may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body of competent jurisdiction or is otherwise required by law or regulation, *provided, that*, Consultant shall give reasonable prior written notice to Company of such required disclosure and, at Company's request and expense, shall cooperate with Company's efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law or regulation required, and/or to obtain other confidential treatment of such Confidential Information. In any event, Consultant shall disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.2 Third Party Information. Consultant understands that Company has received and will in the future receive from third parties confidential or proprietary information (“Third Party Information”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. Consultant agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with Consultant’s work for Company, Third Party Information unless expressly authorized in writing by an officer of Company.

6.3 Confidential Information of Others. Consultant agrees not to disclose to Company, bring onto Company’s premises, or induce Company to use any confidential information that belongs to anyone other than Company or Consultant. The performance by Consultant of the Services does not and will not breach any agreement which obligates Consultant to keep in confidence any confidential or proprietary information of any third party or to refrain from competing, directly or indirectly, with the business of any third party. Additionally, Consultant represents and warrants that Consultant’s performance of the Services hereunder does and will not infringe upon any patient privacy or intellectual property rights.

6.4 Securities Laws. United States securities laws prohibit any person who is given access to material, non-public information concerning a publicly traded company from purchasing or selling securities in that company or from communicating the information to any other person who is likely to purchase or sell securities of that company. In connection with this Agreement, Consultant may have access to information that is considered material, non-public information and Consultant agrees not to use, or cause any other person to use, such information to purchase or sell securities in any publicly traded company.

7. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS.

7.1 Disclosure of Work Product. As used in this Agreement, the term “Work Product” includes, but is not limited to, any trade secrets, ideas, inventions (whether patentable or unpatentable), chemical and biological materials, samples of assay components, mask works, processes, procedures, formulations, formulas, software source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, trademarks, manufacturing techniques, clinical trial designs or other copyrightable or patentable works. Consultant agrees to disclose promptly in writing to Company, or any person designated by Company, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work or Services performed for Company (“Company Work Product”).

7.2 Assignment of Company Work Product. Consultant irrevocably assigns to Company all right, title and interest worldwide in and to the Company Work Product and all applicable intellectual property rights related to the Company Work Product, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights (the “Proprietary Rights”). Consultant represents and warrants that Consultant Personnel performing any of the Services hereunder are obligated, pursuant to written agreement, to assign to Consultant any rights that they may have in any Company Work Product, such that Consultant is able to assign such rights to Company hereunder.

7.3 No Conflicting Obligations. Consultant agrees that he or she will not perform any Services for Company which would conflict with any agreement or obligation of Consultant or which would cause or result in any other person or entity having any ownership interest in any intellectual property of Company, and will promptly notify Company in writing in the event that any proposed Services may conflict with any such agreement or obligation, or result in such person or entity having any ownership interest.

7.4 Waiver or Assignment of Other Rights. If Consultant has any rights to Company Work Product that cannot be assigned to Company, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company with respect to such rights, and agrees, at Company's request and expense, to consent to and join in any action to enforce such rights. If Consultant has any right to the Company Work Product that cannot be assigned to Company or waived by Consultant, Consultant unconditionally and irrevocably grants to Company during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

7.5 Procurement and Enforcement of Proprietary Rights. Consultant will assist Company, both during and after the term of this Agreement, in procuring, maintaining and enforcing any United States and foreign Proprietary Rights relating to Company Work Product in any and all countries. To that end Consultant will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Consultant will execute, verify and deliver assignments of such Proprietary Rights to Company or its designee. Consultant's obligation to assist Company with respect to Proprietary Rights relating to such Company Work Product in any and all countries shall continue beyond the termination of this Agreement, but Company shall compensate Consultant at a reasonable rate after such termination for the time actually spent by Consultant at Company's request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure Consultant's signature on any document needed in connection with the actions specified in this Section 7.5, Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant.

7.6 Consultant Property. Consultant will, however, retain full ownership rights in and to all templates, programs and other materials developed by Consultant or obtained or licensed from third parties by Consultant ("Consultant Property") prior to or independent of the Services and without use of or reliance upon Company's Confidential Information, regardless of whether such Consultant Property is used in the performance of the Services. Consultant hereby grants to Company a perpetual, non-exclusive, royalty-free, irrevocable, fully paid-up worldwide license to use Consultant Property solely to the extent required for Company's use of the Company Work Products.

8. CONSULTANT REPRESENTATIONS AND WARRANTIES.

8.1 Consultant hereby represents and warrants that (a) the Company Work Product will be an original work of Consultant and any third parties will have executed assignment of rights reasonably acceptable to Company; (b) neither the Company Work Product nor any element thereof will infringe the Proprietary Rights of any third party; (c) neither the Company Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (d) Consultant will not grant, directly or indirectly, any rights or interest whatsoever in the Company Work Product to third parties; (e) Consultant has full right and power to enter into and perform this Agreement without the consent of any third party; and (f) Consultant will take all necessary precautions to prevent injury to any persons (including employees of Company) or damage to property (including Company's property) during the term of this Agreement.

8.2 Consultant shall ensure that all statements and claims regarding Company's products made or proposed by Consultant in connection with the Services, including intended use, efficacy and safety, are consistent with Applicable Laws and the requirements of any applicable Regulatory Authority (as defined below) and are accurate, truthful and fairly balanced. Consultant shall not make any representation, statement, warranty or guaranty, oral or written, with respect to any Company product that is inconsistent with Applicable Laws or such applicable Regulatory Authority, that is deceptive or misleading in any way, or that disparages Company or any Company product. "Regulatory Authority" means any United States federal, state, or local government, or political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any governmental arbitrator or arbitral body with responsibility for granting approvals necessary for the marketing of or having other legal or regulatory authority over a product of Company involved in the Services, including the U.S. Food and Drug Administration.

8.3 Consultant represents and warrants that neither Consultant nor any of Consultant's Personnel used in connection with the Services is Debarred/Excluded (as defined below). In advance of any Consultant Personnel performing any Services under this Agreement, Consultant shall check the Debarment/Exclusion status of each such Consultant Personnel and confirm that such Consultant Personnel is not Debarred/Excluded and shall confirm such status at least annually thereafter. Upon discovering that Consultant or any Consultant Personnel is Debarred/Excluded, Consultant shall immediately notify Company and remove such Consultant Personnel from having any responsibilities relating to the Services. "Debarred/Excluded" means debarred or suspended under 21 U.S.C. §335(a) or (b), excluded from participation in a federal health care program (e.g., Medicare, Medicaid), debarred from federal contracting, or convicted of or pled nolo contendere to any felony or any federal or state legal violation (including misdemeanors) relating to health care products or services or fraud.

8.4 If, during the term of this Agreement, all or part of the above representations and warranties in this Section 8 cease to be accurate, Consultant shall immediately notify Company of such circumstance, and, at Company's option, this Agreement shall terminate as of the first date of such noncompliance.

9. NOTICE OF GOVERNMENT INQUIRY. Consultant shall immediately notify Company, and provide Company with a copy, of any communication, correspondence or inquiry of any type, including, but not limited to, a subpoena, civil investigative demand, congressional inquiry letter, untitled letter or warning letter, from any federal, state or local governmental entity, Regulatory Authority or any other individual or party related in any way to Company, Company's products, the Services, or this Agreement. This Section survives expiration or termination of the Agreement.

10. INDEMNIFICATION. Consultant will indemnify and hold harmless Company, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from and with respect to any and all third-party claims of any kind based on (i) any act or omission or willful misconduct of Consultant or any of Consultant's Personnel under or in connection with Consultant's obligations hereunder; (ii) a breach or alleged breach of any representation or warranty of Consultant set forth in Section 8 of this Agreement; or (iii) any infringement of any patent, trade secret, copyright, trademark or any other proprietary right of any person by the Company's use of the Company Work Product.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement will begin effective as of October 13, 2022 and will continue until terminated in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall not expire, but shall continue in full force and effect until Consultant's completion of any unperformed obligations under any SOW executed prior to the date upon which the Agreement would otherwise have expired. During the Term and for a period of one (1) year thereafter, Consultant shall not, without Company's prior written approval, perform any Services for any third party that develops or commercializes products directly in competition with any Company product that is related to a SOW or Services performed thereunder.

11.2 Termination by Company. Company may terminate this Agreement or any SOW at its convenience and without any breach by Consultant upon ten (10) days' prior written notice to Consultant. Company may also terminate this Agreement immediately in its sole discretion if Consultant refuses to, or is unable to, perform or is otherwise in default in its performance of, the Services or is in breach of any material provision of this Agreement.

11.3 Termination by Consultant. Consultant may terminate this Agreement or any SOW upon thirty (30) days' prior written notice to Company.

11.4 Return of Company Property. Immediately upon notice of termination of the Agreement (or earlier if requested by Company), Consultant shall cease work and deliver to Company any and all (including copies thereof) work in progress, Company-owned materials and/or equipment, including all material containing or disclosing any Company Work Product, Third Party Information or Company Confidential Information.

12. GENERAL PROVISIONS.

12.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. Consultant hereby expressly consents to the personal jurisdiction of the state and federal courts located in Massachusetts for any lawsuit filed there against Consultant by Company arising from or related to this Agreement.

12.2 Non-solicitation. Consultant agrees that during the term of this Agreement, and for one year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Company to terminate his, her, its or their relationship with Company in order to become an employee, consultant, or independent contractor to or for any other person or entity.

12.3 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

12.4 No Assignment; Subcontracting. This Agreement may not be assigned by Consultant without Company's consent, and any such attempted assignment shall be void and of no effect. Consultant may not subcontract or otherwise delegate its obligations under this Agreement without Company's prior written consent, which consent may be withheld in Company's sole discretion.

12.5 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this Section 12.5.

12.6 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

12.7 Survival. The following provisions shall survive expiration or termination of this Agreement: Sections 6 through 12.

12.8 Waiver. No waiver by Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right. Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Services undertaken by Consultant for Company.

12.10 Execution in Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be an original, and all of which together will constitute one and the same instrument. The parties agree that electronic signatures shall be deemed originals.

[Signature page follows]



IN WITNESS WHEREOF, the parties have caused this Consulting Services Agreement to be executed by their duly authorized representative.

COMPANY:

INVIVYD, INC.

By: /s/ Julie Green

Name: Julie Green

Title: Senior Vice President, Human Resources

CONSULTANT:

By: /s/ Fred Driscoll

Name: Fred Driscoll

EXHIBIT A

STATEMENT OF WORK #1

This Statement of Work #1 ("SOW #1"), effective as of October 13, 2022 (the "Effective Date"), is made by and between **INVIVYD, INC.**, a Delaware corporation and its successors or assignees ("Company") and Fred Driscoll. ("Consultant").

Consultant and Company are parties to that certain Consulting Services Agreement, effective as of October 13, 2022 (the "Agreement"). Consultant shall perform for Company the services specifically described herein (the "Services"). This SOW #1 is incorporated into the Agreement and expressly made a part thereof and, thus, subject to the terms and conditions of the Agreement.

SERVICES

The Services shall include duties and responsibilities of an interim Chief Financial Officer, or other services reasonably requested by the CEO or the Board

FEES

Cash Fee: Consultant's fee for the Services provided under this SOW #1 shall be \$50,000 per month.

Reimbursements: Consultant shall submit an invoice to Company related to the Services provided to Company and any appropriate, reimbursable expenses. Company will issue payment for the invoice within forty-five (45) days of receipt of an invoice. All invoices shall be submitted and paid in accordance with Section 2.3 of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Statement of Work #1 to be executed by their duly authorized representative.

COMPANY:

INVIVYD, INC.

By: /s/ Julie Green
Name: Julie Green
Title: Senior Vice President, Human Resources

CONSULTANT:

By: /s/ Fred Driscoll
Name: Fred Driscoll

**Invivyd Appoints Fred Driscoll as Interim Chief Financial Officer and
Announces Resource Reallocation to Maximize Integrated Discovery
Platform**

WALTHAM, MASS; October 13, 2022 – Invivyd, (Nasdaq: IVVD) a clinical-stage biopharmaceutical company on a mission to protect humanity from serious viral respiratory diseases, today announced the appointment of Fred Driscoll as interim CFO as well as headcount changes to align resources to its key programs. The changes are designed to improve capital efficiency by reallocating resources to programs and functions to support our key activities on an accelerated timeline. As part of the resource realignment, the company is building out additional discovery and early development positions and has eliminated several corporate and commercial positions, among others, to execute efficiently on the company’s corporate strategy, maximize the potential of Invivyd’s integrated discovery platform, and advance its pipeline programs, including NVD200 for the prevention and treatment of COVID-19.

Jane Pritchett Henderson, chief financial and business officer, and Eric Kimble, chief commercial officer, are transitioning from the company to pursue other opportunities. The company has appointed industry veteran Fred Driscoll as interim chief financial officer. Fred has decades of experience in the successful financial leadership of biotechnology companies, including tenures as chief financial officer at companies including Renovacor, Flexion Therapeutics and Novavax.

“I’m incredibly proud and appreciative of how Jane and Eric have contributed to our growth and readiness as we address the continued need for prevention and treatment of COVID-19 and power the return to normal,” said David Hering, CEO of Invivyd. “On behalf of the Board of Directors and the Executive Leadership Team, we wish them continued success as they move forward in their careers.”

“As we look to the future, we are shaping the organization to align with our corporate strategy and enable the company to fully capitalize on the potential of our integrated discovery platform and generate multiple promising antibody candidates addressing serious viral infectious diseases, including COVID-19 and influenza,” Hering continued. “I am deeply grateful for the tremendous efforts of the entire Invivyd team and wish the departing team members all the best in their future endeavors.”

An executive search has been initiated to identify a new chief financial officer as well as a business development executive.

Invivyd recently unveiled its evolved integrated discovery platform strategy and NVD200, its new combination candidate for the prevention and treatment of COVID-19, expected to enter the clinic in 1Q 2023.

About Invivyd
(Nasdaq: IVVD)

Invivyd, formerly Adagio Therapeutics (Nasdaq: ADGI), is a biopharmaceutical company on a mission to protect humanity from serious viral respiratory diseases. The company is developing antibodies to transcend the limits of naturally occurring immunity and provide superior protection from viral diseases, beginning with COVID-19. Invivyd's technology works at the intersection of evolutionary virology, predictive modeling, and antibody engineering, and is designed to identify high-quality, long-lasting antibodies with a high barrier to viral escape. The company is generating a robust pipeline of products for use in both prevention and treatment of disease. NVD200, Invivyd's first antibody combination product for COVID-19, is expected to enter the clinic in Q1 2023. Invivyd's most advanced pipeline candidate is adintrevimab, an investigational monoclonal antibody which has demonstrated clinically meaningful results in global Phase 3 clinical trials against multiple variants of concern for the prevention and treatment of COVID-19. Adintrevimab is not approved for use in any country. The safety and efficacy of adintrevimab have not been established. The company also has multiple discovery stage candidates for the prevention of seasonal influenza. Visit www.invivyd.com to learn more.

Cautionary Note Regarding Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipates," "believes," "could," "expects," "intends," "potential," "projects," and "future" or similar expressions (as well as other words or expressions referencing future events, conditions or circumstances) are intended to identify forward-looking statements. Forward-looking statements include statements concerning, among other things, the implementation and impact of the restructuring plan and the intended benefits to the company from the plan; the future of the COVID-19 landscape including the expectation of continued evolution and emergence of new variants and subvariants; our ongoing research and clinical development plans and the timing thereof; our plans to advance adintrevimab, NVD200, or other early stage candidates as a potential prophylaxis and treatment option for COVID-19, including disease caused by most variants, as either a single or combination agent, including our intention to initiate clinical development of NVD200 in the first quarter of 2023; the potential for adintrevimab and NVD200 to demonstrate activity against predominant SARS-CoV-2 variant(s) in the U.S. and globally; our plans, technology and resources to develop therapeutic or preventative options for other infectious diseases, such as additional coronaviruses and seasonal influenza, in the U.S. and globally; and other statements that are not historical fact. 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. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from the results described in or implied by the forward-looking statements, including, without limitation: we may not realize the expected benefits from the restructuring plan, including accelerated timelines and enhanced discovery and development process and outcomes, and we may incur costs associated with implementation of the restructuring plan in addition to those currently contemplated; potential disruptions to the business as a result of the restructuring plan and the management transition; the impacts of the COVID-19 pandemic on our business and those of our collaborators, our clinical trials and our financial position; unexpected safety or efficacy data observed during preclinical studies or clinical trials; the predictability of clinical success

of adintrevimab, NVD200, or other pipeline candidates or combination of candidates based on neutralizing activity in pre-clinical studies; variability of results in models used to predict activity against SARS-CoV-2 variants of concern; clinical trial site activation or enrollment rates that are lower than expected; changes in expected or existing competition; changes in the regulatory environment; the uncertainties and timing of the regulatory approval process, including the outcome of our discussions with regulatory authorities concerning our clinical trials; whether adintrevimab, NVD200, or any other pipeline candidate or combination of candidates is able to demonstrate activity against predominant SARS-CoV-2 variant(s) in the U.S. and globally; whether we are able to successfully submit an emergency use authorization in the future, and the outcome of any such emergency use authorization submission; whether research and development efforts will improve efficacy of adintrevimab against predominant variants or identify additional monoclonal antibodies or combination of antibodies for the prevention and treatment of COVID-19 and other infectious diseases; whether research and development efforts will identify and result in safe and effective therapeutic or preventative options for other infectious diseases in the U.S. or globally and whether we have adequate funding to meet future operating expenses and capital expenditure requirements. Other factors that may cause our actual results to differ materially from those expressed or implied in the forward-looking statements in this press release are described under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2021 and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, each filed with the Securities and Exchange Commission (the “SEC”), and in our other filings with the SEC, and in Invivyd’s future reports to be filed with the SEC and available at www.sec.gov. Such risks may be amplified by the impacts of the COVID-19 pandemic. Forward-looking statements contained in this press release are made as of this date, and Invivyd undertakes no duty to update such information whether as a result of new information, future events or otherwise, except as required under applicable law.

This press release contains hyperlinks to information that is not deemed to be incorporated by reference in this press release.

###

Contacts

Media Contact:

Tony Berry, Evoke Canale
774-317-0422
anthony.berry@evokegroup.com

Investor Contact:

Chris Brinzey, ICR Westwicke
339-970-2843
chris.brinzey@westwicke.com