
**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): **December 4, 2018**

OvaScience, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35890
(Commission
File Number)

45-1472564
(IRS Employer
Identification No.)

9 Fourth Avenue
Waltham, Massachusetts
(Address of principal executive offices)

02451
(Zip Code)

Registrant's telephone number, including area code: **(617) 500-2802**

(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 (see General Instruction 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))

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.

On December 4, 2018, OvaScience, Inc. (the “Company”) held a special meeting of stockholders (the “Special Meeting”) to approve proposals relating to the Agreement and Plan of Merger and Reorganization, dated as of August 8, 2018, as amended (the “Merger Agreement”), by and among the Company, Millendo Therapeutics, Inc. (“Millendo”) and Orion Merger Sub, Inc. (“Merger Sub”), thereby approving the planned merger (the “Merger”) of Millendo with and into the Merger Sub, and the transactions contemplated thereby, including the issuance of the Company’s common stock to Millendo stockholders pursuant to the Merger Agreement. The Company expects the closing of the Merger to take place on or about December 7, 2018, subject to satisfaction of all closing conditions.

Item 1.01 Entry into a Material Definitive Agreement.

Sublease Agreement

On December 5, 2018, the Company entered into a sublease agreement (the “Sublease Agreement”) with Axial Biotherapeutics, Inc. (“Axial”), pursuant to which the Company will sublet the building located at 9 Fourth Avenue, Waltham, Massachusetts containing approximately 25,200 rentable square feet, which the Company currently leases. The term of the Sublease Agreement is set to commence on the later to occur of January 15, 2019 or the date on which the overlandlord consents to the Sublease Agreement, and is set to expire at the end of the overlease term on November 30, 2020.

Initially, Axial will pay the Company (which will be Millendo, once the Merger closes) annual base rent under the Sublease Agreement in the amount of \$339,530.04 per year payable in equal monthly installments of \$28,294.17. Rent payments under the Sublease Agreement are set to increase on December 1, 2019 to \$349,610.04 per year payable in equal monthly installments of \$29,134.17. In addition to the base rent, Axial will pay for 100% of all other so-called “triple-net” expenses (i.e., operating expenses, taxes and the landlord’s insurance premiums). There is no security deposit payable by Axial under the Sublease Agreement.

The Company has agreed to assign to Axial one-half of all of its rights, title and interests in the letter of credit that was given by the Company to the overlandlord under the overlease. In the event and at such time as such letter of credit is returned to the Company (which will be Millendo, if the Merger closes as anticipated) at the end of the overlease term, the Company will pay over one-half of the proceeds of such letter of credit to Axial, less any deductions from the letter of credit made by the overlandlord as a result of any acts or omissions of Axial.

Within 60 days following the date of the Sublease Agreement, the Company will fund an escrow of the difference in the annual base rent payable under the Sublease Agreement and the annual base rent payable under the overlease for the then remaining term of the Sublease Agreement, and the Company and Axial will negotiate an escrow agreement to govern when such escrowed amount may be drawn upon by either the Company or Axial to pay overlease rent payments as and when they become due and payable.

A copy of the Sublease Agreement is attached hereto as Exhibit 10.1, and this description is qualified in its entirety by reference to the text of the Sublease Agreement.

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

Following the Special Meeting, Christopher A. Kroeger, M.D., M.B.A., the Company’s President and Chief Executive Officer, Jonathan Gillis, C.P.A., the Company’s Chief Financial Officer, and James Lillie, Ph.D., the Company’s Chief Scientific Officer, submitted their resignations as directors and/or officers of the Company effective upon the closing of the Merger. In connection with their respective resignations, each of Dr. Kroeger, Mr. Gillis and Dr. Lillie entered into a Separation Agreement, dated as of December 5, 2018 (the “Kroeger Agreement,” the “Gillis Agreement,” and the “Lillie Agreement,” respectively, and collectively, the “Separation Agreements”), with the Company. Each of the Kroeger Agreement, the Gillis Agreement and the Lillie Agreement implements the terms of their previously disclosed employment agreements and retention arrangements, provides for a customary release of certain claims against the Company by Dr. Kroeger, Mr. Gillis and Dr. Lillie, respectively, and includes an indemnification agreement with the Company.

Pursuant to the Kroeger Agreement, Dr. Kroeger will cease serving as an employee and director of the Company effective as of the Effective Time of the Merger (as defined in the Merger Agreement) (the “Separation Date”). Dr. Kroeger will be entitled to (i) a severance payment equal to \$880,000, which represents the sum of twelve months of his current annual base salary and his full annual discretionary bonus opportunity, which is 60% of his annual base salary, (ii) an amount in cash equal to 1% of the Transaction Value (as defined below) determined pursuant to the Retention Agreement between Dr. Kroeger and the Company dated as of May 3, 2018, (iii) 100% vesting acceleration of his outstanding equity awards as of the Separation Date, and a three-year period following the Separation Date to exercise his outstanding options, and (iv) payment of his COBRA premiums for up to twelve months following the effectiveness of his Separation Agreement. The “Transaction Value” shall be the product of the number of shares of the Company outstanding immediately prior to the closing of a change in control event multiplied by the closing price of the Company’s common stock on the closing date of a change in control event.

Pursuant to the Gillis Agreement, Mr. Gillis will cease serving as an employee of the Company effective as of the Effective Time of the Merger. Mr. Gillis will be entitled to (i) a severance payment equal to \$229,500, which represents the sum of six months of his current annual base salary and his full annual discretionary bonus opportunity, which is 35% of his annual base salary, (ii) an amount in cash equal to 0.25% of the Transaction Value determined pursuant to the Retention Agreement between Mr. Gillis and the Company dated as of May 3, 2018 and as amended as of August 8, 2018, (iii) a retention bonus in the amount of \$100,000, (iv) 100% vesting acceleration of his outstanding equity awards as of the Separation Date, and a one-year period following the Separation Date to exercise his outstanding options, and (v) payment of his COBRA premiums for up to six months following the effectiveness of his Separation Agreement.

Pursuant to the Lillie Agreement, Dr. Lillie will cease serving as an employee of the Company effective as of the Effective Time of the Merger. Dr. Lillie will be entitled to (i) a severance payment equal to \$324,000, which represents the sum of six months of his annual base salary and his full annual discretionary bonus opportunity, which is 40% of his annual base salary, (ii) an amount in cash equal to 0.40% of the Transaction Value determined pursuant to the Retention Agreement between Dr. Lillie and the Company dated as of May 3, 2018, (iii) 100% vesting acceleration of his outstanding equity awards as of the Separation Date, and a one-year period following the Separation Date to exercise his outstanding options, and (iv) payment of his COBRA premiums for up to six months following the effectiveness of his Separation Agreement.

The foregoing description of the material terms of the Separation Agreements is not complete and is subject to and qualified in its entirety by reference to the full text of the Separation Agreements, copies of which are attached hereto as Exhibit 10.2, 10.3 and 10.4 and are incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders

At the Special Meeting, the stockholders of the Company voted as set forth below on the following proposals, each of which is described in the Company’s definitive proxy statement filed with the Securities and Exchange Commission (the “SEC”) on November 5, 2018 (the “Proxy Statement”), as supplemented by the Supplements to the Proxy Statement filed with the SEC on November 19, 2018 and November 30, 2018.

Of the 35,826,429 shares of common stock issued and outstanding and eligible to vote as of the record date of October 26, 2018, a quorum of 30,656,785 shares, or approximately 85.57% of the outstanding shares, were present in person or by proxy.

The final voting results for each matter submitted to a vote at the Special Meeting are as follows:

Proposal 1. Approval of the Merger Agreement and the Transactions Contemplated Thereby

The adoption of the Merger Agreement thereby approving the Merger and the transactions contemplated thereby, including the issuance of the Company’s common stock to Millendo stockholders pursuant to the Merger Agreement.

Votes For	Votes Against	Votes Abstained	Broker Non-Votes
13,554,457	5,409,226	318,466	11,374,636

The Company expects the closing of the Merger to take place on or about December 7, 2018, subject to satisfaction of all closing conditions.

Proposal 2. Approval of Reverse Stock Split

The approval of an amendment to the Company’s restated certificate of incorporation to effect a reverse stock split of the Company’s common stock at a ratio mutually agreed to between the Company and Millendo in the range of one new share for every 5 to 15 shares outstanding (or any number in between).

Votes For	Votes Against	Votes Abstained
22,916,536	7,405,242	335,007

The Company anticipates that a reverse stock split at a ratio of 1:15, which was approved by the Company’s board of directors following the Special Meeting, will take effect with the start of trading on or about December 7, 2018. See “Item 8.01. Other Events” below for additional information.

Proposal 3. Approval of the Company Name Change to Millendo Therapeutics, Inc.

The approval of an amendment to the Company’s restated certificate of incorporation to change the name of the Company from “OvaScience, Inc.” to “Millendo Therapeutics, Inc.”

Votes For	Votes Against	Votes Abstained
23,099,854	7,215,878	341,053

Proposal 4. Approval of the Increase in Shares Available for Issuance under the 2012 Plan

The approval of an amendment to the Company’s 2012 Stock Incentive Plan, as amended (the “2012 Plan”), to increase the total number of shares of the Company’s common stock currently available for issuance under the 2012 Plan by 671,000 shares, which number reflects an assumed reverse stock split ratio of 1:10.

Votes For	Votes Against	Votes Abstained	Broker Non-Votes
12,642,500	6,319,075	320,574	11,374,636

The Company expects to adjust the amount of the increase in shares available for issuance under the 2012 Plan from 671,000 to 447,333 shares to reflect a reverse stock split ratio of 1:15, which was approved by the Company’s board of directors following the Special Meeting. See “Item 8.01. Other Events” below for additional information.

Proposal 5. Approval of the Golden Parachute Compensation

The approval, on an advisory basis, of the golden parachute compensation that may be paid or become payable to the Company's named executive officers as a result of the Merger.

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>	<u>Broker Non-Votes</u>
10,048,971	8,916,487	316,691	11,374,636

Proposal 6. Approval of the Issuance of Common Stock in the Post-Closing Financing

The approval of the issuance of the Company's common stock in the post-closing financing, as described in the Proxy Statement, in accordance with Nasdaq Listing Rule 5635(a).

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>	<u>Broker Non-Votes</u>
13,515,944	5,447,288	318,917	11,374,636

Proposal 7. Approval of the Possible Adjournment of the Special Meeting

As the Merger Agreement and amendment to the Company's amended and restated certificate of incorporation to effect a reverse stock split were approved, this vote was deemed unnecessary.

Item 8.01 Other Events.

Based upon the final vote count certified by the independent inspector of elections for the Special Meeting, the Company's stockholders approved all of the Merger-related proposals, each of which is described in the Proxy Statement, including (i) the Merger Agreement and the transactions contemplated thereby, including the Merger and the issuance of the Company's common stock to Millendo stockholders pursuant to the Merger Agreement, (ii) an amendment to the Company's amended and restated certificate of incorporation to effect a reverse stock split of the Company's common stock, at a ratio of one new share for every 5 to 15 shares outstanding (or any number in between), and (iii) an amendment to the Company's amended and restated certificate of incorporation to change the corporate name of the Company from "OvaScience, Inc." to "Millendo Therapeutics, Inc."

Following the stockholders' approval of the reverse stock split in the range specified above, the Company's board of directors approved a reverse stock split of the Company's common stock at a ratio of 1:15. The Company anticipates the reverse stock split will become effective at 5:00 p.m., Eastern Time, on December 6, 2018 and will take effect with the start of trading on December 7, 2018. Subject to the satisfaction of customary closing conditions, the closing of the Merger with Millendo is expected to occur on or about December 7, 2018. The common stock of the combined company, which will be renamed Millendo Therapeutics, Inc., is expected to commence trading on The Nasdaq Capital Market under the symbol "MLND" on December 7, 2018. Also in conjunction with the Merger, a new CUSIP number (60040X 103) has been assigned to the Company's common stock, effective as of December 7, 2018.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This communication contains forward-looking statements (including within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning the Company, Millendo, the proposed transaction and other matters. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of the Company, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "may," "will," "should," "would," "expect," "anticipate," "plan," "likely," "believe," "estimate," "project," "intend," and other similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the transaction are not satisfied and uncertainties as to the timing of the consummation of the transaction and the ability of each of the Company and Millendo to consummate the transaction. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in the Company's most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, the Definitive Proxy Statement, and Current Reports on Form 8-K filed with the SEC. The Company can give no assurance that the conditions to the transaction will be satisfied. Except as required by applicable law, the Company undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Sublease Agreement by and between OvaScience, Inc. and Axial Biotherapeutics, Inc., dated as of December 5, 2018.](#)
- 10.2+ [Separation Agreement by and between OvaScience, Inc. and Christopher A. Kroeger, M.D., M.B.A., dated as of December 5, 2018.](#)
- 10.3+ [Separation Agreement by and between OvaScience, Inc. and Jonathan Gillis, C.P.A., dated as of December 5, 2018.](#)
- 10.4+ [Separation Agreement by and between OvaScience, Inc. and James Lillie, Ph.D., dated as of December 5, 2018.](#)

+ Management contract or compensatory plans or arrangements.

SIGNATURE

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.

OVASCIENCE, INC.

Date: December 6, 2018

By: /s/ Christopher Kroeger, M.D., M.B.A.
Christopher Kroeger, M.D., M.B.A.
President and Chief Executive Officer

SUBLEASE

This Sublease ("Sublease") is made as of December 5, 2018, by and between OVASCIENCE, INC., a Delaware corporation ("Sublandlord"), and AXIAL BIOTHERAPEUTICS, INC., a Delaware corporation ("Subtenant").

WITNESSETH

WHEREAS, reference is made to that certain Lease by and between NINE FOURTH AVENUE LLC, a Massachusetts limited liability company (the "Overlandlord") and Sublandlord, as lessee thereunder, dated May 22, 2015 (the "Overlease", a true, correct and complete copy of which is attached hereto as Exhibit A) pursuant to which Overlandlord leased to Sublandlord certain premises consisting of approximately 25,200 rentable square feet of the building (the "Building") located at 9 Fourth Avenue, Waltham, Massachusetts (with other appurtenant rights, all as further described in the Overlease, the "Premises"); and

WHEREAS, Subtenant desires to sublease from Sublandlord and Sublandlord desires to sublease to Subtenant all of the Premises under the Overlease as approximately shown on Exhibit B attached hereto (hereinafter referred to as the "Subleased Premises") subject to and in accordance with the terms and conditions of this Sublease.

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

1. EFFECTIVENESS CONTINGENT UPON OVERLANDLORD'S CONSENT. Sublandlord and Subtenant expressly acknowledge and agree that this Sublease shall not become effective unless and until the Overlandlord has consented to this Sublease by providing written notice of its consent to Sublandlord. Both Sublandlord and Subtenant agree to cooperate and to use reasonable efforts to obtain the written consent to this Sublease from the Overlandlord. The submission of an unsigned copy of this Sublease does not constitute a reservation of or option for the Subleased Premises, and this Sublease becomes effective only upon execution and delivery thereof by Sublandlord and Subtenant and approval thereof by Overlandlord. Subtenant and Sublandlord hereby acknowledge and agree that the transaction contemplated by this Sublease shall in no circumstances be deemed an assignment of Sublandlord's interest in the Overlease to Subtenant. Subtenant and Sublandlord each waive any right to assert that the Sublease constitutes an assignment of Sublandlord's interest in the Overlease to Subtenant. In the event Sublandlord or Subtenant shall make any such assertion, the party which made such assertion shall indemnify and hold harmless the other party and Landlord from and against any and all reasonable costs, expenses, losses, liabilities and claims (including, without limitation, attorneys' fees) incurred by the other party and Overlandlord in connection with such assertion.

2. DEMISE OF SUBLEASED PREMISES. Sublandlord hereby demises and subleases to Subtenant, and Subtenant hereby hires and takes from Sublandlord, the Subleased Premises for the Term (as defined in Section 3) and upon the conditions hereinafter set forth.

3. TERM. The term of this Sublease (the "Term") shall commence on the later of (i) January 15, 2019 or (ii) the date on which Overlandlord consents to this Sublease (the "Commencement Date") and expire at 11:59 PM on November 30, 2020 (the "Expiration Date") or such earlier date upon which such term may be terminated pursuant to the provisions hereof or pursuant to law. On the Commencement Date, Sublandlord will deliver possession of the Subleased Premises to Subtenant, clean, vacant and free of Sublandlord's personal property (except as otherwise allowed by Subtenant in writing), but together with the Furniture (as defined below), and the Commencement Date will not be deemed to have occurred until possession is so delivered. At Sublandlord's request, Sublandlord and Subtenant shall enter into a commencement letter agreement (the "Commencement Letter") in form substantially similar to that attached hereto as Exhibit C. Subtenant's failure to execute and return the Commencement Letter, or to provide written objection to the statements contained in the Commencement Letter, within fifteen (15) days following delivery of the Commencement Letter to Subtenant shall be deemed an approval by Subtenant of the statements contained therein. Provided Overlandlord consent has been obtained, Subtenant may, at no additional cost, but upon reasonable prior notice, access the Premises during normal business hours up to fifteen (15) days prior to the anticipated Commencement Date of January 15, 2019, for the purposes of installing furniture, fixtures and equipment (the "Early Access Period"); provided, however, Sublandlord or its designee shall have the right to be present at all times when Subtenant is in the Subleased Premises prior to the Commencement Date of this Sublease.

4. SUBORDINATION. This Sublease is in all respects subject and subordinate to the terms and conditions of the Overlease and to the matters to which the Overlease, including any amendments thereto, is or shall be subordinate. Subtenant agrees that Subtenant has reviewed and is familiar with the Overlease, as presented to Subtenant by Sublandlord and attached hereto, and will not do or suffer or permit anything to be done which would result in a default or breach on the part of Sublandlord under the Overlease or cause the Overlease to be terminated. If, however, the Overlease is terminated prior to its scheduled expiration, for any reason whatever, this Sublease shall likewise terminate, without further notice and without further obligation or liability on the part of the parties, except that Sublandlord shall promptly deliver such portion of the Security Deposit that becomes due and owing to Subtenant in accordance with the terms and conditions of this Sublease including Section 5(h) below.

5. RENT, ADDITIONAL RENT AND OTHER CHARGES.

(a) Beginning on the Commencement Date and throughout the Term hereof, Subtenant shall pay to Sublandlord monthly fixed rent (the "Fixed Rent") in accordance with the schedule set forth below:

Months of Term	Fixed Rent (per annum)	Fixed Rent (per month)
January 15, 2019 – January 31, 2019	\$ 339,530.04*	\$ 14,147.08
February 1, 2019 -November 30, 2019	\$ 339,530.04*	\$ 28,294.17
December 1, 2019 - November 30, 2020	\$ 349,610.04	\$ 29,134.17

*Annualized

Each monthly installment of Fixed Rent shall be payable on or before the first (1st) day of the calendar month during the Term, without notice or demand and without abatement, set-off or deduction (except as may be provided for in the Overlease), and shall be pro-rated on a per diem basis in the case of any partial months during the Term.

(b) In addition to the Fixed Rent due hereunder, Subtenant shall also pay to Sublandlord “Subtenant’s Share” (as hereinafter defined) of any additional rent on account of Real Estate Taxes, Landlord’s Costs, and Operating Fund Payments (collectively, “Direct Expenses”) as defined in the Overlease, on an estimated basis (in accordance with the terms and conditions of the Overlease, and subject to the annual reconciliation provisions thereof) for each year of the Term (the “Sublease Direct Expenses”). Subtenant shall pay the estimated Sublease Direct Expenses simultaneously with the monthly payment of Fixed Rent in accordance with the terms of the Overlease. On an annual basis, Sublandlord shall provide Subtenant with the statement of all estimated and actual Sublease Direct Expenses, as prepared by Overlandlord, promptly following Sublandlord’s receipt thereof from Overlandlord. If Subtenant has made estimated payments of Sublease Direct Expenses in excess of the actual amount payable by Sublandlord as Direct Expenses attributable to the Sublease Premises, Sublandlord shall credit Subtenant with any overpayment against the next Fixed Rent otherwise due or refund by check within thirty (30) days of the Expiration Date or date of termination if the Sublease is terminated earlier than the Expiration Date. If the actual amount of Direct Expenses payable by Sublandlord pursuant to the Overlease, as equitably allocated to the Sublease Premises for any calendar year of the Sublease Term exceeds the estimated payments made by Subtenant during such calendar year of the Sublease Term Subtenant shall pay the difference to Sublandlord within thirty (30) days after receipt of the statement and all supporting documentation and such obligation shall survive the expiration or earlier termination of this Sublease. Any failure by Sublandlord to deliver any estimate or statement of Direct Expenses required under this Sublease shall not operate as a waiver of Sublandlord’s right to collect all or any portion of Direct Expenses due hereunder, as long as such estimate or statement, if given after the last day of the Term, is given to Subtenant by Sublandlord no later than ten (10) days after receipt of such estimate or statement by Sublandlord from Overlandlord.

“Subtenant’s Share” for purposes of the Sublease Direct Expenses payable by Subtenant shall mean 100% of Tenant’s Share of Real Estate Taxes, Landlord’s Costs, and Operating Fund Payments payable by Sublandlord pursuant to the Overlease for the entire Overlease Premises, which is the proportion which the rentable square footage of the Subleased Premises bears to rentable square feet of the Overlease Premises as of the Commencement Date.

(c) In addition to the Fixed Rent and Sublease Direct Expenses due hereunder, Subtenant shall assume and pay for all utility service to the Subleased Premises, including without limitation, electricity, telephone and data service charges. Such payments shall be made directly to the utility company or, if billed to Sublandlord, then reimbursed to Sublandlord within thirty (30) days following receipt by Subtenant of Sublandlord's billing therefore. Subtenant shall also assume and perform and pay any maintenance obligations under the Overlease for the Subleased Premises, including, without limitation, the obligation to maintain a heating, ventilating and air-conditioning maintenance contract satisfactory to Overlandlord in the Subleased Premises. Such obligations shall also be incurred and paid directly or, if incurred by or billed to Sublandlord, then reimbursed to Sublandlord within thirty (30) days following receipt by Subtenant of Sublandlord's billing therefore. The obligations in the paragraph shall survive the expiration or earlier termination of the Sublease.

(d) In addition to the Fixed Rent, Sublease Direct Expenses, cost of utilities to the Subleased Premises during the Sublease Term, and any other sums which Subtenant may be obligated to pay pursuant to any other provision of this Sublease, Subtenant agrees to pay to Sublandlord all Subtenant Surcharges (as hereinafter defined) as additional rent hereunder as and when such sums are due and payable by Sublandlord under the Overlease, or as otherwise hereinafter provided. As used herein, the term "Subtenant Surcharges" shall mean any and all amounts which become due and payable by Sublandlord to the Overlandlord under the Overlease (without additional charge or profit to Sublandlord) whether as "additional rent" or for any extra services or otherwise, which would not have become due and payable but for the acts and/or failures to act of Subtenant under this Sublease or which are otherwise attributable to the Subleased Premises, including, but not limited to: (i) any increases in the Overlandlord's fire, rent or other insurance premiums resulting from any act or omission of Subtenant, or (ii) any additional rent or charges under the Overlease payable by Sublandlord on account of any other additional service as may be provided under the Overlease at the request of Subtenant. The Fixed Rent, the Sublease Direct Expenses, the cost of utilities to the Subleased Premises during the Sublease Term, any other sums which Subtenant may be obligated to pay pursuant to any other provision of this Sublease and the additional rents set forth in this subsection (d) of this Section 4 are sometimes referred to herein as the "Rent" payable by Subtenant pursuant to this Sublease.

(e) Subject to any dispute resolution provisions within the Overlease, all amounts payable pursuant to this Sublease shall be paid by Subtenant to Sublandlord's Administrator at the address forth below or at such other place as Sublandlord may hereafter designate from time to time in writing, in lawful money of the United States of America, by a good unendorsed check or, at Sublandlord's option, by wire transfer pursuant to wire instructions provided by Sublandlord or Sublandlord's Administrator from time to time, as and when the same become due and payable, without demand therefor and without any deduction, set-off or abatement whatsoever. Any other amounts of additional rents and other charges herein reserved and payable shall be paid by Subtenant in the manner and to the persons set forth in the statement from Sublandlord describing the amounts due. All costs, charges and expenses which Subtenant assumes, agrees or is obligated to pay to Sublandlord pursuant to this Sublease shall be additional rent and in the event of nonpayment thereof Sublandlord shall have all the rights and

remedies with respect thereto as are herein provided for in case of nonpayment of the Fixed Rent reserved hereunder. Any inquiries, communications or notices concerning the Fixed Rent or additional rent hereunder shall be sent to Sublandlord's notice address as provided in the Overlease. Fixed Rent and additional rent shall be paid to:

OvaScience, Inc.
9 4th Avenue
Waltham, MA 02451

Bank Account Information

Bank Name: Bank of America Merrill Lynch
Bank Address: Bank of America,
222 Broadway,
New York, NY 10038
Account Name: OvaScience, Inc.
Account Number: 4640548591
Routing/Transit (ACH): 011000138

(f) Any amount due from Subtenant to Sublandlord which is not paid within five (5) days of when due shall accrue interest from its due date to the date paid in full at the maximum rate permitted by applicable law or 8% per annum, whichever is less, and be subject a late charge of 5% of the amount of the payment or \$100, whichever is greater.

(g) Any amounts owed by Subtenant to Sublandlord pursuant to this Sublease (i) must (other than Fixed Rent) be reasonably documented by Sublandlord to Subtenant before becoming due (*e.g.*, upon written notice or already present both as to amount and due date within this Sublease), and (ii) may be paid by check or wire transfer at Subtenant's discretion.

(h) Sublandlord has previously provided to Overlandlord that certain letter of credit for the benefit of Overlandlord in the amount of four hundred thirty-eight thousand nine hundred dollars (\$438,900.00) (the "Security Deposit," as defined in the Overlease), hereinafter referred to as the "Letter of Credit." Overlandlord continues to hold the Letter of Credit. In the event the Letter of Credit or any portion thereof is returned to Sublandlord at the expiration or earlier termination of the Overlease, Sublandlord shall promptly thereafter pay fifty percent (50%) of the face value of the Letter of Credit to Subtenant (*e.g.*, \$438,900.00 x 50% = \$219,450.00), less any amounts deducted from the Security Deposit by the Overlandlord in accordance with the terms of the Overlease based on the acts or omissions of Subtenant that occur during the Early Access Period or on or after the Commencement Date of this Sublease, including without limitation a breach of Subtenant's surrender obligations set forth in Section 19 below. Acceptance by either Sublandlord or Subtenant, as applicable, of any reduced amount will not be deemed to diminish or waive any claim such party may have against the other on account of any breach or default by the other party under the Overlease that is claimed to be the basis for such deduction. On or before the commencement of the Early Access Period, Sublandlord and Subtenant shall, at a mutually agreeable time, perform a walk-thru of the Subleased Premises and document the condition thereof.

6. USE OF SUBLEASED PREMISES. Subtenant shall use the Subleased Premises only for the permitted Use of the Premises as provided in the Overlease and for no other purpose. Subtenant shall not do or permit to be done in or about the Subleased Premises or Building anything which is prohibited by any law, statute, ordinance or other governmental rule or regulation now in force or which may hereafter be enacted, including, without limitation, the Americans with Disabilities Act of 1990, as amended (collectively, "Applicable Law"). Subtenant shall use and cause all contractors, agents, employees, invitees and visitors of Subtenant to use the Subleased Premises and any common area of the Building in such a manner as to prevent waste, nuisance and any disruption of other occupants. No materials shall be permitted to block any common area. Subtenant will not allow any signs, cards or placards to be posted, or placed within the Subleased Premises such that they are visible outside of the Subleased Premises except as specifically provided for in this Sublease. Subtenant shall not conduct or give notice of any auction, liquidation, or going out of business sale in the Subleased Premises. Subtenant will not place a load upon any floor in the Subleased Premises exceeding the floor load per square foot of area which such floor was designed to carry or which is allowed by law.

7. CONDITION OF SUBLEASED PREMISES.

(a) Subject to the following provisions, Subtenant represents and warrants that it has made a thorough examination of the Subleased Premises and it is familiar with the condition thereof. Subtenant acknowledges that it enters into this Sublease without any representation or warranties by Sublandlord or anyone acting or purporting to act on behalf of Sublandlord, as to present or future condition of the Subleased Premises or the appurtenances thereto or any improvements therein or of the Building, except as otherwise expressly set forth herein. It is further agreed that Subtenant does and will accept the Subleased Premises in its present condition, "as is, where is, and with all faults," and Sublandlord has no obligation to perform any work therein or contribute to the cost of any work to prepare the Subleased Premises for Subtenant's occupancy.

(b) Sublandlord represents that, as of the Commencement Date and to the best of Sublandlord's actual knowledge, all heating, ventilating and air conditioning systems serving the Premises (collectively, "HVAC Systems") were in good order and repair, and Sublandlord has performed all regularly scheduled service and maintenance as required under the Overlease and by manufacturers' recommendations other than as expressly provided in subsection (c) immediately below.

(c) To the extent Sublandlord has actual knowledge of the need for such repair or maintenance work as of the Commencement Date, Sublandlord shall, at its own cost, make any repairs to any HVAC Systems, including but not limited to the water loop noted in Overlandlord's e-mail to Sublandlord dated October 10, 2018. Landlord shall use commercially reasonable good faith efforts to complete all such work prior to the Commencement Date or, if that is not reasonably feasible, then as soon as possible thereafter.

(d) Sublandlord shall reasonably assist Subtenant in securing any utilities or other services related to the Subleased Premises or the maintenance thereof, and Subtenant's initial occupancy therein.

(e) If Sublandlord reasonably believes that Subtenant has not performed an obligation under the Overlease that is the Subtenant's obligation to perform under this Sublease, then Sublandlord shall provide written notice to Subtenant of any maintenance or other services to or regarding the Premises that Sublandlord reasonably believes are necessary in order to comply with the Overlease (collectively, "Sublandlord Obligatory Services"), and, if Sublandlord performs the same as a result of Subtenant's failure to do so, Subtenant shall, within thirty (30) days of request therefor, reimburse the cost of those Sublandlord Obligatory Services that are either (i) actually required for Sublandlord's compliance with the Overlease, or (ii) pre-approved in writing by Subtenant.

Subject to the provisions of this Sublease, Subtenant will, throughout the Term and at its sole cost, keep and maintain the Subleased Premises and all fixtures and equipment located therein in accordance with the terms and provisions of the Overlease. All repairs and replacements required of Subtenant in connection herewith shall be of a similar quality and class to those found within the Subleased Premises as of the Commencement Date, and shall be done in a good and workmanlike manner in compliance with all applicable laws and the terms and conditions of this Sublandlord. If Subtenant fails to maintain the Subleased Premises in compliance with the terms hereof, Sublandlord shall have the right to do such acts and expend such funds at the expense of Subtenant as are reasonably required and Subtenant shall reimburse Sublandlord for the cost thereof as additional rent upon demand. If Subtenant uses heat generating machines or equipment in the Subleased Premises that materially affect the temperature otherwise maintained by the heating, ventilating and air conditioning system, Sublandlord reserves the right to install supplementary units for the Subleased Premises and the cost thereof, including the cost of installation, operation and maintenance, shall be paid by Subtenant to Sublandlord as additional rent within thirty (30) days of written demand therefor. Should Subtenant require any additional service not provided by Sublandlord pursuant to this Sublandlord, including any services furnished outside the Building's normal business hours, Sublandlord may, but shall not be obligated to, furnish such additional service and Subtenant agrees to pay Sublandlord's charges therefor, including a reasonable administrative fee, any taxes imposed thereon, and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service, as additional rent within thirty (30) days of written demand therefor.

8. **ALTERATIONS.** Subtenant will not make or permit to be made any alterations, additions, or improvements in or to the Subleased Premises ("Alterations") except as provided in Section 8.2 of the Overlease, and without first obtaining the prior written consent of Sublandlord which consent shall not be unreasonably withheld, delayed or conditioned if Overlandlord has given its consent or approval. Any plans, documents and/or materials required under the Overlease to be delivered to Overlandlord shall also be delivered to Sublandlord. All costs of any modifications, alterations or improvements of Building, whether outside or inside of the

Subleased Premises, required by any governmental agency or by law as a condition or as the result of any Alteration requested or effected by Subtenant will be borne by Subtenant. Subtenant will not permit any mechanic's lien or other liens to be placed upon the Subleased Premises or the Building as a result of any materials, services or labor ordered by or provided to Subtenant or any of Subtenant's agents, officers, or employees.

9. SIGNAGE. Subject to Overlandlord's approval if required by the Overlease, Subtenant shall have all the same rights to signage as the Sublandlord has under the Overlease. Any such signage shall be at Subtenant's sole cost and expense and remain subject to the prior written approval of Overlandlord in accordance with the Overlease, and the design and content of such sign shall be strictly in accordance with plans approved by Overlandlord. Upon termination of this Sublease, Subtenant shall remove its own signs and repair any damage caused thereby.

10. ACCESS: RIGHTS RESERVED TO SUBLANDLORD. Subject to reasonable prior notice to Subtenant (except in cases of emergency), Sublandlord, and agents of Sublandlord may, at reasonable times (which times shall be reasonably coordinated and scheduled in advance with Subtenant and which shall be scheduled outside of Subtenant's normal business hours to the extent possible), enter to view the Subleased Premises, and make any repairs and alterations that Sublandlord is required hereunder or under the Overlease to make. If any date proposed by Sublandlord is not acceptable to Subtenant, Subtenant will so notify Sublandlord and may require Sublandlord to propose an alternative date within a range offered by Subtenant. Subtenant and Sublandlord will use good faith efforts, however, to agree on a mutually agreeable date. In the course of any such access, Sublandlord will use commercially reasonable efforts to exercise the rights found in this Section 9 in such a manner as to reasonably minimize any interference with Subtenant's operations at the Subleased Premises and shall provide Subtenant with the opportunity to have a representative of Subtenant present during any access by Sublandlord, and in no event shall Sublandlord have any right to gain access to any files, documents, records or papers of Subtenant in connection with any entry into the Subleased Premises pursuant hereto. Further, Subtenant may restrict access (except in the case of emergency), subject to Subtenant's reasonable security requirements, to secured portions of the Subleased Premises where confidential information or trade secrets (including processes or equipment) or other protected information are kept or undertaken. Notwithstanding the foregoing, if Sublandlord has reasonable cause to believe that Subtenant has not been performing its maintenance and repair obligations as required under the Overlease, or is otherwise in violation of the terms and conditions of the Sublease or has vacated the Subleased Premises, then Sublandlord may enter the Subleased Premises with reasonable advance notice to Subtenant. Overlandlord shall have such access rights as are set forth in the Overlease, subject to the terms and conditions thereof. Without limiting the foregoing, and subject to reasonable coordination with Subtenant as aforesaid, Sublandlord reserves the following rights, each of which Sublandlord may exercise, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Subtenant's use or possession of the Subleased Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to enter the Subleased Premises for the purposes of examining the same or to make repairs or alterations or

to provide any service; (b) to the extent Sublandlord is obligated to do so under the Overlease and this Sublease, to make repairs or replacements, whether structural or otherwise, in, about and to the Building and for such purposes temporarily close doors, corridors and other areas of the Building and interrupt or temporarily suspend services; and (c) to reasonably approve the weight, size and location of safes or other heavy equipment or other articles which may be installed in the Subleased Premises by Subtenant and to determine the time and manner in which such articles may be moved in, about or out of the Building.

11. INDEMNIFICATION; NON-LIABILITY. Any non-liability, indemnity or hold harmless provisions in the Overlease for the benefit of Overlandlord that are incorporated herein by reference shall be deemed to inure to the benefit of Sublandlord for the purpose of incorporation by reference in this Sublease and any non-liability, indemnity or hold harmless provisions in the Overlease for the benefit of Sublandlord (as Tenant) that are incorporated herein by reference shall be deemed to inure to the benefit of Subtenant for the purpose of incorporation by reference in this Sublease.

12. ASSIGNMENT AND SUBLETTING. Subject to the terms and conditions of Section 10 of the Overlease, Subtenant shall not assign, mortgage, encumber or otherwise transfer (by operation of law or otherwise) this Sublease, nor sublet the Subleased Premises or any part thereof, or permit the Subleased Premises or any part thereof to be used or occupied by anyone without first obtaining the written consent of Sublandlord and Overlandlord, which consent in the case of Sublandlord shall not be unreasonably withheld, conditioned or delayed except in the case Sublandlord reasonably believes that Sublandlord's liability under this Sublease or the Overlease is being materially increased as a result, in which case Sublandlord shall have the right to withhold consent in its sole and absolute discretion. The standards for any consent required from Overlandlord will be governed by applicable provisions of the Overlease. Sublandlord shall promptly request, and thereafter use commercially reasonable diligent effort to obtain, Overlandlord's consent, and Subtenant shall be responsible for any actual out-of-pocket costs or fees associated therewith. For the purposes of this Section, the term "assign" shall be deemed to include the transfer in one or more transactions of more than fifty percent (50%) of the partnership interests, capital stock or other ownership interests in Subtenant or the transfer of operational control of Subtenant by contract or otherwise, provided that (except as may be otherwise expressly provided in the Overlease) the foregoing shall not apply to any transfer of stock or ownership interests in connection with an initial public offering or if the stock or ownership interest of Subtenant is publicly traded on a regulated securities exchange. Subtenant shall pay, as additional rent on demand, all legal fees incurred by Sublandlord in connection with each proposed assignment or sublease whether or not Sublandlord's consent is obtained. No subletting or assignment shall release Subtenant from Subtenant's obligations under this Sublease or alter the primary liability of Subtenant to pay the rent and to perform all other obligations to be performed by Subtenant hereunder.

13. INCORPORATION OF OVERLEASE BY REFERENCE. Except to the extent such terms and provisions are inconsistent with or are specifically contrary to the express written provisions of this Sublease, all of the terms, covenants and conditions of the Overlease are by

this reference incorporated herein and made a part of this Sublease with the same force and effect as if fully set forth herein, and shall be applicable (i) to Sublandlord as to terms and conditions of the Overlease that relate to "Landlord," and (ii) to Subtenant as to terms and conditions of the Overlease that relate to "Tenant." Nothing herein will be deemed to make Subtenant liable for any act or omission of Sublandlord under the Overlease, including without limitation any act, omission or circumstance arising or occurring prior to the Commencement Date. Additionally, and notwithstanding any provision to the contrary in this Sublease except for the shortened notice periods owed to Sublandlord under Section 15 herein, in no event will the contractual obligations or liabilities of Subtenant owed by Subtenant to either Sublandlord or Overlandlord exceed those owed by Sublandlord to Overlandlord pursuant to the Overlease.

14. CONSENTS. Without limiting Sublandlord's obligation under Section 22 to secure performance by the Overlandlord of its obligations upon Subtenant's request to Sublandlord to do so, in no event shall Sublandlord be liable for Overlandlord's failure to give its consent or approval, whether or not such withholding or refusal was proper.

15. INSURANCE. On or before the Early Access Period, Subtenant shall obtain and maintain all insurance types and coverage for the Subleased Premises as specified in the Overlease to be obtained and maintained by Sublandlord, in amounts not less than those specified in the Overlease. All such policies of insurance shall be subject to and comply with the terms and provisions of the Overlease and shall, in addition, name Sublandlord as an additional insured thereunder. Subtenant hereby agrees that the property damage insurance carried by Subtenant hereunder shall provide for the waiver by the insurance carrier of any right of subrogation against Sublandlord and Overlandlord, and Subtenant further agrees that, with respect to any damage to property, the loss of which is covered by insurance carried by Subtenant under this Sublease, Subtenant releases Sublandlord and Overlandlord from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

16. DEFAULTS; REMEDIES.

(a) Each of the following shall constitute an "Event of Default" by Subtenant hereunder: (i) the failure to make any payment of rent or any installment thereof or to pay any other sum required to be paid by Subtenant under this Sublease or under the terms of any other agreement between Sublandlord and Subtenant and the continuance of such failure for more than five (5) days following receipt of written notice from Sublandlord to Subtenant; (ii) the use or occupancy of the Subleased Premises by Subtenant for any purpose other than the Permitted Use without Sublandlord's prior written consent, (iii) the conduct of any activity in the Subleased Premises which constitutes a violation of law, which violation is not cured by Subtenant within any time allowed under such law; (iv) if the interest of Subtenant or any part thereof under this Sublease shall be levied on under execution or other legal process and said interest shall not have been cleared by said levy or execution within fifteen (15) days from the date thereof; (v) if any voluntary or involuntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by or against Subtenant or any guarantor of the Sublease or if a receiver shall

be appointed for Subtenant or any guarantor or any of the property of Subtenant or guarantor; (vi) if Subtenant or any guarantor of the Sublease shall make an assignment for the benefit of creditors or if Subtenant shall admit in writing its inability to meet Subtenant's debts as they mature; (vii) if any insurance required to be maintained by Subtenant pursuant to this Sublease shall be cancelled or terminated or shall expire or shall be reduced below minimum required levels of coverage, except, in each case, as permitted in this Sublease, or agreed to in writing, mutually, by the parties; (viii) if Subtenant shall fail to immediately discharge or bond over any lien placed upon the Subleased Premises in violation of this Sublease; or (ix) the failure to observe or perform any of the other covenants or conditions in this Sublease which Subtenant is required to observe and perform and which Subtenant has not corrected within twenty (20) days after written notice thereof to Subtenant; provided, however, that if said failure involves the creation of a condition which, in Sublandlord's reasonable judgment, is dangerous or hazardous, Subtenant shall be required to commence such cure (and thereafter diligently pursue the same) promptly upon actual knowledge of such dangerous or hazardous condition; provided, however, no written notice shall be required in connection with the fourth (4th) monetary default during any twelve (12)-month period in the event Subtenant has previously defaulted in its obligation to pay Fixed Rent hereunder (and notice thereof has been given by Sublandlord) three (3) times within the such twelve (12)-month period. Notwithstanding any of the foregoing or anything to the contrary contained in this Sublease or the Overlease, the time limits (the "Notice Periods") contained in the Overlease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the "Tenant" thereunder, or for the exercise by the "Tenant" thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) fewer days to observe or perform hereunder than Sublandlord has as the "Tenant" under the Overlease; provided, however, that if the Overlease allows a Notice Period of two (2) days or less, then Subtenant shall nevertheless be allowed the number of days equal to one-half of the number of days in each Notice Period to give any such notices, make any such demands, perform any such acts, conditions or covenants or exercise any such rights, remedies or options; provided, further, that if one-half of the number of days in the Notice Period is not a whole number, Subtenant shall be allowed the number of days equal to one-half of the number of days in the Notice Period rounded up to the next whole number.

(b) Upon the occurrence of an Event of Default by Subtenant, Sublandlord may, at its option, with or without notice or demand of any kind to Subtenant or any other person, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law:

(i) Sublandlord may terminate this Sublease upon written notice to Subtenant, repossess and re-let the Subleased Premises, in which case Sublandlord shall be entitled to recover as full and final liquidated damages a lump sum equal to the amount of Fixed Rent, Real Estate Taxes, Landlord's Costs and Operating Fund Payments remaining to be paid by Subtenant for what would have been the balance of the Term. The obligations in the paragraph shall survive the termination of this Sublease.

(ii) Sublandlord may, without terminating the Sublease, terminate Subtenant's right of possession, repossess the Subleased Premises including, without limitation, removing all or any part of Subtenant's personal property in the Subleased Premises and to place such personal property in storage or a public warehouse at the expense and risk of Subtenant, and relet the same for the account of Subtenant for such rent and upon such terms as shall be satisfactory to Sublandlord. For the purpose of such reletting, Sublandlord is authorized to decorate, repair, remodel or alter the Subleased Premises. Subtenant shall pay to Sublandlord as damages a sum equal to all Rent under this Sublease for the balance of the Term unless and until the Subleased Premises are relet. Provided the Subleased Premises are relet on an arms' length, commercially reasonable basis, Subtenant shall be responsible for payment upon demand to Sublandlord of any deficiency between the rent as relet and the rent for the balance of this Sublease, all costs and expenses of reletting, and all reasonable decoration, repairs, remodeling, alterations, additions and collection of the rent accruing there from. Subtenant shall not be entitled to any rents received by Sublandlord in excess of the rent provided for in this Sublease. Sublandlord shall use reasonable efforts to mitigate Subtenant's damages under this subsection (ii), which efforts shall be satisfied by Sublandlord listing the Subleased Premises with a broker in accordance with then-prevailing commercial leasing custom and practice. No re-entry or taking possession of the Subleased Premises by Sublandlord shall be construed as an election to terminate this Sublease unless a written notice of such intention be given to Subtenant or unless the termination thereof be decreed by a court of competent jurisdiction. If the Sublandlord elects to re-occupy all of the Subleased Premises for its own use, then Subtenant shall have no liability for any amounts described herein from and after such occupancy by Sublandlord.

17. **NO WAIVER; SUBTENANT LIABILITY.** No waiver of any provision of this Sublease shall be implied by any failure of Sublandlord or Subtenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Sublandlord or Subtenant shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver. No receipt of monies by Sublandlord from Subtenant after the termination of this Sublease, unless termination without notice to Subtenant was due to Subtenant's breach of any payment hereunder and Sublandlord subsequently received and accepted in full the amounts owed for such breach, shall in any way alter the length of the Term or Subtenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Subtenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Subleased Premises, Sublandlord may receive and collect any rent due, and the payment of rent shall not waive or affect said notice, suit or judgment. Sublandlord shall not be required to serve Subtenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Sublease, other than those notices and demands specifically required under this Sublease. Neither Subtenant's officers, directors, trustees, shareholders, agents or employees, nor their respective partners, heirs, successors and assigns, shall ever have any personal liability for the obligations of Subtenant hereunder, and Sublandlord hereby expressly waives and releases such personal

liability on behalf of itself and all persons claiming by, through or under Sublandlord. In no event will Subtenant ever be liable for any indirect, consequential or punitive damages of any kind whatsoever, arising from or in connection with this Sublease unless the acts or omissions of Subtenant cause Sublandlord to be liable for such damages under the express terms of the Overlease.

18. **NOTICE.** Whenever, by the terms of this Sublease, any notice, demand, request, approval, consent or other communication (each of which shall be referred to as a “notice”) shall or may be given either to Sublandlord or to Subtenant, such notice shall be in writing and shall be sent by hand delivery, reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows (or to such other address or addresses as may from time to time hereafter be designated by Sublandlord or Subtenant, as the case may be, by like notice):

If to Sublandlord:

As provided in the Overlease.

If to Subtenant:

Axial Biotherapeutics, Inc.
745 Boylston Street
Boston, MA 02116
Attn: Jeffrey Young, CFO

All such notices shall be deemed to have been served on the date of actual receipt (in the case of hand delivery), or one (1) business day after such notice shall have been deposited with a reputable overnight courier, or three (3) business days after such notice shall have been deposited in the United States mails within the continental United States (in the case of mailing by registered or certified mail as aforesaid).

19. **SURRENDER OF SUBLEASED PREMISES.** Upon the expiration or earlier termination of this Sublease, Subtenant, at Subtenant’s sole cost and expense, shall remove all Subtenant’s goods and effects from the Subleased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Subtenant, either inside or outside the Subleased Premises) and deliver to Sublandlord the Subleased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Subleased Premises and quit and surrender the Subleased Premises to Sublandlord in the condition required for surrender of the Premises on the expiration date of the Overlease, including, without limitation, perform any required decommissioning of laboratories that are activated by or on behalf of Subtenant and performing any work to close out applicable licenses with government authorities issued to Subtenant for such laboratory space. If and to the extent properly required by Overlandlord in accordance with the Overlease, Subtenant will remove any and all Alterations, trade fixtures, equipment, data and telecommunications cabling

and wiring installed by or on behalf of Subtenant and Subtenant will fully repair any damage, including any structural damage, occasioned by the removal of the same. Subtenant will have no obligation or liability with respect to removal of any Alterations, trade fixtures, equipment, data and telecommunications cabling and wiring installed by or on behalf of Sublandlord, it being agreed that Sublandlord shall be solely responsible therefor. In the event of Subtenant's failure to remove any of Subtenant's property from the Subleased Premises, Sublandlord and Overlandlord are hereby authorized, without liability to Subtenant for loss or damage thereto, and at the sole risk of Subtenant, to remove and store any of the property at Subtenant's expense, or to retain same under Sublandlord's or Overlandlord's control or to sell at public or private sale, without notice any or all of the Subtenant's property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Without limiting the foregoing or any other provisions herein, if Subtenant fails to surrender the Subleased Premises to Sublandlord upon early termination of this Sublease as herein required, Subtenant shall pay to Sublandlord on account of use and occupancy of the Subleased Premises for each month or portion thereof during which Subtenant (or anyone claiming by, through or under Subtenant) holds over in the Subleased Premises an amount equal to one hundred fifty percent (150%) of the aggregate rental (Fixed Rent and any additional rent payable hereunder) payable hereunder for the first and second month of such holdover and two hundred percent (200%) of the aggregate rental (Fixed Rent and any additional rent payable hereunder) after the end of the second month and Subtenant shall indemnify Sublandlord for all loss, cost, damage, expense or injury resulting therefrom which Sublandlord incurs under the Overlease, including any increased rental or other damages paid by Sublandlord under the Overlease as a result of such holding over by Subtenant.

20. BROKER. Each party represents and warrants to the other that it has not dealt, either directly or indirectly, with any broker in connection with this Sublease other than Freudenheim Partners and each party shall indemnify the other party from and against any and all loss, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party, resulting from a breach of such representation and warranty. Sublandlord shall be solely responsible for payment of all fees and commissions due to Freudenheim Partners.

21. COUNTERPARTS. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and the same may be delivered electronically, via .pdf or by other means. Each party may rely upon signatures delivered electronically or via .pdf as if such signatures were originals.

22. SUBLANDLORD REPRESENTATIONS: OVERLEASE.

(a) Sublandlord represents and warrants, as of the date of execution of this Sublease, (i) that it is the holder of the interest of the "Lessee" under the Overlease and Sublandlord's interest as "Lessee" under the Overlease is not the subject of any lien, assignment, conflicting sublease, or other hypothecation or pledge, (ii) that the Overlease is in full force and effect, unmodified and constitutes the entire agreement between Overlandlord and Sublandlord in respect of the

Subleased Premises, (iii) that to Sublandlord's actual knowledge, no notices of default have been served on Sublandlord under the Overlease which have not been cured and Sublandlord has not received written notice of any default under the Overlease from Overlandlord, (iv) to Sublandlord's actual knowledge, neither Sublandlord nor Overlandlord is in default under the Overlease, (v) pursuant to the terms of the Overlease, the term of the Overlease is currently scheduled to expire by its terms on November 30, 2020, (vi) there are no contractors, suppliers, materialmen to whom any amount is owed in respect of any work undertaken by Sublandlord in the Subleased Premises; (vii) Sublandlord will not enter into or assent to or join in any (x) amendment or modification of the Overlease which would have any adverse effect on Subtenant's rights hereunder or Subtenant's use or enjoyment of the Subleased Premises, or (y) agreement terminating the Overlease, without in each case obtaining the prior written consent of Subtenant, which shall not be unreasonably withheld, conditioned or delayed, (viii) neither Sublandlord nor any of its agents, employees or contractors has conducted any activity at the Subleased Premises that produced or used hazardous materials, and neither Sublandlord nor any of its agents, employees or contractors has stored, released, brought into or introduced to the Subleased Premises any hazardous materials during the term of the Overlease in violation of the terms of the Overlease, and (ix) Sublandlord shall promptly deliver to Subtenant a copy of any written notice received by Sublandlord from Overlandlord or any governmental agency in respect of the Sublease, the Overlease or the Subleased Premises.

(b) Sublandlord will take such reasonable and necessary steps and actions required of it under the Overlease to keep the Overlease in full force and effect, and shall not permit any default on its part to exist under the Overlease beyond any applicable notice and cure period (except to the extent caused solely by Subtenant, its agents, employees or contractors), and Sublandlord shall use reasonable efforts to take such action as may be reasonably required under the circumstances, to secure performance by the Overlandlord of its obligations upon Subtenant's written request to Sublandlord to do so and shall thereafter use commercially reasonable efforts to enforce its rights under the Overlease at Subtenant's cost and expense. In addition, Sublandlord hereby assigns and grants to Subtenant any and all rights which Sublandlord has against Overlandlord under the Overlease in respect of any Overlandlord breach or default under the Overlease, and Subtenant shall have the right (but not the obligation) to exercise, in its name or that of Sublandlord, all of the rights available to Sublandlord to request and/or enforce performance of the obligations of Overlandlord, including any obligation to make any such repairs and restorations and to supply any such materials and services to the Subleased Premises. Sublandlord shall indemnify, defend and hold Subtenant harmless from and against all loss, third-party cost damage and expense (including without limitation reasonable attorneys' fees and costs) suffered or incurred by Subtenant as a result of any failure by Sublandlord to pay the Rent or other amounts due and payable under the Overlease in a timely manner, except to the extent the same is caused by the failure by Subtenant to pay the amounts as and when due and payable hereunder to Sublandlord.

(c) Sublandlord shall not unreasonably interfere in Subtenant's ability to freely enjoy the Premises in accordance with this Sublease, and shall withhold any consent required under this Sublease (including without limitation any consent under Section 8 above) only if withholding

such consent is reasonably necessary for Sublandlord to avoid a material (i) increase in Sublandlord's liability under the Overlease, or (ii) breach of the Overlease. To the extent that the consent or approval of Sublandlord is provided for in this Sublease, and if such consent or approval is not withheld or denied in writing (with a reasonably detailed statement as to the grounds for such withholding or denial) within ten (10) business days after receipt of Subtenant's request, then such consent or approval shall be deemed to have been given.

23. **FURNITURE.** The parties acknowledge and agree that simultaneously with the execution and delivery of this Sublease and subject to Overlandlord's consent of this Sublease, Sublandlord shall transfer all of Sublandlord's right, title, and interest in and to all of the furniture located in the Subleased Premises and more particularly described on Schedule 1 to the bill of sale attached to this Sublease as Exhibit D (the "Furniture" and "Bill of Sale", respectively) to Subtenant pursuant to the terms and conditions of said Bill of Sale. Sublandlord warrants that the Furniture is materially the same as that viewed by Subtenant on October 17, 2018.

24. **ESCROW ARRANGEMENT.** Within sixty (60) days following the date of this Sublease, or such other time as is mutually agreed to by Sublandlord and Subtenant (the "Escrow Arrangement Deadline"), Sublandlord and Subtenant agree they will reasonably cooperate and use commercially reasonable good faith efforts to arrange for the escrow by Sublandlord of an amount equal to the then current difference between the Fixed Rent payable under this Sublease and the Annual Base Rent (as defined in the Overlease) payable under the Overlease for the then remaining Term of this Sublease (the "Escrow Arrangement"). Such escrowed amount shall be governed by a separate escrow agreement between Sublandlord and Subtenant mutually satisfactory to Sublandlord and Subtenant, each in its sole but reasonable discretion with both parties cooperating and using commercially reasonable good faith efforts to agree upon an escrow agreement, providing for the ability of Subtenant to draw upon such escrowed amount in the event that either (i) Subtenant receives any notice that Sublandlord has failed to pay any installment of the Base Rent under the Overlease as and when the same was due and payable under the Overlease, or (ii) the Overlease is terminated and the Overlandlord elects to require Subtenant to assume and agree to perform all of Sublandlord's obligations under the Overlease as may be set forth in and required pursuant to Overlandlord's consent to this Sublease. Such amounts may be drawn upon by Subtenant at such time or times and each in such amounts as may be necessary to cover, (x) in the case of clause (i) above, the difference between the amount of Fixed Rent payable by Subtenant under this Sublease for the payment period in question, and the amount of Base Rent payable by Sublandlord under the Overlease for the same period, and (y) in the case of clause (ii), the then-remaining difference between the Fixed Rent under this Sublease and the Annual Base Rent payments Overlandlord requires Subtenant make in such a situation. Such escrow agreement shall also provide that such escrowed amount shall be reduced and may be drawn down upon by Sublandlord on a monthly basis fifteen (15) days prior to the date on which each payment of Annual Base Rent is due under the Overlease until such escrowed amount is exhausted, the amount of each such draw not to exceed an amount equal to the excess of the monthly payment of Annual Base Rent coming due under the Overlease for the next month, over the payment of Fixed Rent to paid by Subtenant under this Sublease for the

same month. In the event Sublandlord and Subtenant fail to agree upon such Escrow Arrangement by the Escrow Arrangement Deadline, Subtenant shall have the right to terminate this Sublease upon fifteen (15) days' prior written notice to Sublandlord ("Subtenant's Termination Notice") which shall be given on or within fifteen (15) days after the Escrow Arrangement Deadline, but in any event before the date the parties agree on an Escrow Arrangement. In such event, this Sublease shall terminate and shall be of no further force and effect and neither Sublandlord nor Subtenant shall have any rights, obligations, responsibilities or liabilities to the other under this Sublease. In the event Subtenant does not timely provide Subtenant's Termination Notice, this Sublease shall continue in full force and effect. Nothing herein shall be deemed to limit any other right or remedy Sublandlord or Subtenant may have against the other arising out of or from any default or breach of its covenants and obligations under the Overlease or this Sublease.

[signature page follows]

IN WITNESS WHEREOF, Sublandlord and Subtenant herein have duly executed this Sublease on the day and year first above written.

SUBLANDLORD: OVASCIENCE, INC., a Delaware corporation

By: /s/ Jonathan Gillis
Name: Jonathan Gillis
Title: Senior Vice President, Finance

SUBTENANT: AXIAL BIOTHERAPEUTICS, INC., a Delaware corporation

By: David Donabedian
Name: David Donabedian
Title: Chief Executive Officer

EXHIBIT A

OVERLEASE

EXHIBIT B

SUBLEASED PREMISES

The entire Premises described in the Overlease

EXHIBIT C

COMMENCEMENT LETTER

, 2018

RE: Sublease dated _____, 2018 by and between OVASCIENCE, INC., a Delaware corporation ("Sublandlord") and AXIAL BIOTHERAPEUTICS, INC., a Delaware corporation ("Subtenant") for premises located at 9 Fourth Ave., Waltham, MA.

In accordance with the above-referenced Sublease, we request that you and/or the proper authority, please confirm the following statements:

1. The Commencement Date is _____.

Please confirm your agreement with the above terms of this letter by signing below and returning a copy to Sublandlord. Failure to execute this letter and deliver the same to Sublandlord shall be conclusive evidence against Subtenant that the above statements are accurate and true.

Sincerely,

By: _____
Name: _____
Its: _____

AGREED TO & ACCEPTED BY:

AXIAL BIOTHERAPEUTICS, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT D

FURNITURE BILL OF SALE

BILL OF SALE

This Bill of Sale is made and entered into as of _____, 2018 by and between OVASCIENCE, INC., a Delaware corporation (“Seller”), and AXIAL BIOTHERAPEUTICS, INC., a Delaware corporation (“Buyer”).

WHEREAS, Seller is the owner of certain furniture described on Schedule 1 attached hereto (the “Furniture”) located in the building at 9 Fourth Avenue, Waltham, Massachusetts (the “Building”);

WHEREAS, Seller desires to sell to Buyer the Furniture used in connection with the Building;

WHEREAS, Buyer desires to purchase such Furniture from Seller;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price. In consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States payable by Buyer to Seller, Seller hereby sells, conveys, transfers and delivers to Buyer all of Seller’s right, title and interest in and to the Furniture.
2. Conveyance. The Furniture is transferred “As-Is”, “Where-Is” and without warranties of any kind, including, without limitation, express or implied warranties of merchantability or fitness for any particular purpose; provided, however, that Seller hereby covenants with Buyer that Seller is the true and lawful owner of the Furniture and has good right and lawful authority to bargain and sell the Furniture to Buyer, free of any liens or encumbrances.
3. Miscellaneous. This Bill of Sale shall inure to the benefit of the parties and their respective successors and assigns. This Bill of Sale may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Signatures delivered by facsimile or by email will be deemed to be original signatures for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on their behalf on the day and year first above written.

SELLER:

OVASCIENCE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

BUYER:

AXIAL BIOTHERAPEUTICS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Schedule 1

Schedule 1 -- Furniture List

	Description	Quantity	
Furniture	Cubicle -- partition(s), standing desk (~50), filing cabinet(s), rolling desk chair, phone, trash bin, recycle bin	~ 60	
	Office -- standing desk (~13), long filing cabinet, short filing cabinet, glass white board, rolling desk chair (~7), phone (~6), trash bin, recycle bin	~ 16	Added qualifier
	Huddle room -- table, glass white board, phone, trash bin, recycle bin	3	Added qualifier
	Conference Room (Room 180) -- conference room table, glass white board, 5 rolling chairs, 4 green non-rolling chairs, polycom phone, trash bin, recycle bin	1	
	Exec Office A (Room 113) -- marble table, wood and glass desk / wardrobe hybrid, glass white board, 1 rolling desk chair, 2 black desk chairs, 2 stools, polycom phone, trash bin, recycle bin	1	
	Exec Office B (Room 123) -- wooden conference table, wood desk / wardrobe hybrid, glass white board, 10 rolling desk chairs (tan leather), polycom phone, trash bin, recycle bin	1	
	BOD room (Room 191) -- large wooden table, wooden media console, glass white board, 20 rolling desk chairs (grey leather), suspended microphones / phone, trash bin, recycle bin	1	
	Break room (Room 124) -- oval white marble table, 13 white square tables, 4 banquettes along windows, 3 banquettes and central round table, 32 white (non-rolling) chairs, 6 white stools, 6 tall white chairs, 4 black stools, 2 GE french door refrigerators, misc. storage furniture, large trash bin, large recycle bin	1	
	Entry -- Receptionist desk, white storage unit, rolling desk chair, phone, couch, 2 captains chairs and round table, trash bin, recycle bin	1	
	Middle reception -- white couch, 1 green arm chairs, three round glass end tables		Only 1 green arm chair
Misc	Contents of Lab Services Room (Room 160) -- inc. freezers, etc. [everything not owned by Airgas]	1	
	Contents of Expansion Space (Room 164) -- inc. lab supplies, etc.	1	
	Contents of office supply room (Room 136)	1	
	Round table (sitting ~ 3)	5	
	Stool / cube for sitting (solid blue or chartal with checkered olive / grey top)	~ 10	
	Green non-rolling chairs (of same kind and type as Room 180)	~ 2	Not 10
	Blue bench / couch (Room 183)	1	
Electronics	Projector -- Barco	1	
	Automated projector screen (Crestron)	1	
	Office / huddle room / common space (e.g., kitchen, reception) TVs -- misc Sharp, LG and Samsung HD LCDs (40 - 55")	10	Not 12
	Exec Office A TV -- Sharp Aquos 50" (LC-50LB370U)	1	
	Exec Office B TV -- Sharp Aquos 65" (LE657U)	1	
	BOD room TV -- Sharp Aquos 90" (LC-90LE657U; A506827470)	1	
	HP Deskjet T520 Printer	1	
	SMART kapp 42" capture board (KAPP42; F032HD08K0046)	1	
	Cubicle electronics (e.g., LCD monitor, keyboard, mouse each)	~ 40	Not ~50
	Misc server hardware and licenses (see supplemental IT list, attached)	1	

Name	MAC address	Model	Serial number	MFG License Code
WAL-MR32-9	88:15:44:a1:00:b0	MR32	Q2JD-CAX8-6UJE	LIC-ENT-1YR
WAL-MR32-7	88:15:44:b4:c7:c0	MR32	Q2JD-CJDK-QQ4Y	LIC-ENT-1YR
WAL-MR32-2	88:15:44:b4:d2:e0	MR32	Q2JD-CTHP-6QQR	LIC-ENT-1YR
WAL-MR32-3	88:15:44:b2:f3:80	MR32	Q2JD-38SP-ME4K	LIC-ENT-1YR
WAL-MR32-4	88:15:44:b2:03:50	MR32	Q2JD-SEFU-RW6J	LIC-ENT-1YR
WAL-MR32-5	88:15:44:b1:c5:30	MR32	Q2JD-QTBP-FX5Q	LIC-ENT-1YR
WAL-MR32-1	88:15:44:b3:98:d0	MR32	Q2JD-7DEH-M5VB	LIC-ENT-1YR
WAL-MR32-Temp	88:15:44:70:d4:20	MR32	Q2JD-K38C-DZFP	LIC-ENT-1YR
WAL-MR32-8	88:15:44:b3:b6:b0	MR32	Q2JD-XYZW-JKLR	LIC-ENT-1YR
WAL-MS220-DMZ	00:18:0a:96:4f:8c	MS220-24P	Q2KP-M4ZV-JSPZ	LIC-MS220-24P-1YR
WAL-MS320-ISCSI1	00:18:0a:c7:ae:3a	MS320-24	Q2PP-QZZA-9WL4	LIC-MS320-24-1YR
WAL-MS320-ISCSI2	00:18:0a:c7:bc:46	MS320-24	Q2PP-ULAH-YVHW	LIC-MS320-24-1YR
WAL-MS320-SW3	88:15:44:34:4d:a3	MS320-48FP	Q2TP-2QCX-S4QH	LIC-MS320-48FP-1YR
WAL-MS320-SW5	88:15:44:34:b2:ab	MS320-48FP	Q2TP-9YJ3-V28T	LIC-MS320-48FP-1YR
WAL-MS220-SEC01	88:15:44:7b:0e:ba	MS220-24P	Q2KP-HA73-6MAN	LIC-MS220-24P-1YR
WAL-MS320-SW6	88:15:44:35:17:b3	MS320-48FP	Q2TP-AXRJ-BUVR	LIC-MS320-48FP-1YR
WAL-MS320-SW4	88:15:44:35:49:98	MS320-48FP	Q2TP-M3CM-7MVD	LIC-MS320-48FP-1YR
WAL-MS320-SW1	88:15:44:34:4d:04	MS320-48FP	Q2TP-HXXF-VB5K	LIC-MS320-48FP-1YR
WAL-MS320-SW2	88:15:44:34:35:9f	MS320-48FP	Q2TP-C9GF-TABT	LIC-MS320-48FP-1YR
WAL-MS320-SW7	88:15:44:36:c1:90	MS320-48FP	Q2TP-T7B4-28DJ	LIC-MS320-48FP-1YR
WAL-MX100	00:18:0a:86:74:64	MX100	Q2JN-XZAC-2V7G	LIC-MX100-SEC-1YR

1 x Cisco ASA 5508

Servers:

- 1 x Cisco C240 m4
- 2x Cisco C210 m2
- Dell Poweredge R715
- EMC VNXe 3200 (End of life)
- APC Smart UPS 8000 x 2 (with 2 battery packs)
- Advocent LRA185 KVM
- 1x Generic Server for Security System

- Certificate of Data Destruction to be provided

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") by and between Christopher Kroeger ("Employee") and OvaScience, Inc., a Delaware corporation (the "Company"), is effective eight (8) days after Employee and the Company signing this Agreement (the "Effective Date"), unless Employee rescinds his acceptance of this Agreement as provided in Section 5 below, with reference to the following facts:

- A. Employee's employment with the Company and status as an officer and employee of the Company and each of its affiliates will end effective upon the Separation Date (as defined below).
- B. Employee and the Company want to end their relationship amicably and also to establish the obligations of the parties including, without limitation, all amounts due and owing to Employee.
- C. The payments and benefits being made available to Employee pursuant to this Agreement are intended to satisfy all outstanding obligations under that certain Retention Agreement by between Employee and the Company dated May 3, 2018 (the "Retention Agreement"). All capitalized terms used in this Agreement without definition or reference have the meanings set forth in the Retention Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Separation Date. Employee acknowledges and agrees that his status as an officer and employee of the Company will end effective as of the Effective Time of the Merger (as defined in the Merger Agreement (defined below)) (the "Separation Date"). Employee hereby agrees to execute such further document(s) as shall be determined by the Company as necessary or desirable to give effect to the end of Employee's status as an officer of the Company (including a written resignation as an officer of the Company as required by Section 8.4(b) of the Agreement and Plan of Merger and Reorganization among the Company, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc. dated as of August 8, 2018, as amended (the "Merger Agreement") and the transaction contemplated thereby, the "Merger"); provided that such documents shall not be inconsistent with any of the terms of this Agreement, and provided further that Employee's resignation as required by the Merger Agreement will not affect Employee's right to the Separation Payments and Benefits provided for in this Agreement.

2. Final Paycheck; Payment of Accrued Wages and Expenses.

- (a) *Final Paycheck*. On the Separation Date, the Company will pay Employee all accrued but unpaid base salary and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. Employee is entitled to these payments regardless of whether Employee executes this Agreement.

- (b) *Business Expenses*. The Company shall reimburse Employee for all outstanding expenses incurred prior to the Separation Date which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other

business expenses, subject to the Company's requirements with respect to reporting and documenting such expenses.

3. Separation Payments and Benefits. Without admission of any liability, fact or claim, the Company hereby agrees, subject to this Agreement becoming effective and irrevocable, as well as Employee's performance of his continuing obligations pursuant to this Agreement, to provide Employee the severance benefits set forth below. Specifically, the Company and Employee agree as follows:

(a) *Severance*. The Company shall pay to Employee Eight Hundred Eighty Thousand Dollars (\$880,000), which represents the sum of (i) twelve (12) months of Employee's annual base salary and (ii) Employee's full annual discretionary bonus opportunity, which is sixty percent (60%) of Employee's base salary, in each case, at the rate in effect immediately prior to the Separation Date, payable in accordance with the Company's regular payroll procedures proportionately over a twelve (12) month period following the later of the Effective Date or Separation Date and subject to Section 5 of this Agreement.

(b) *Change in Control Bonus*. The Company shall pay to Employee an amount in cash equal to one percent (1%) of the Transaction Value under and determined pursuant to the terms and conditions of the Retention Agreement. Such payment shall be made within three (3) business days following the Separation Date.

(c) *Equity Awards*.

(i) *Existing Option Grant*. Notwithstanding anything to the contrary in the Nonstatutory Stock Option Agreement between the Company and Employee, dated June 21, 2017 (the "Existing Option Agreement"), with respect to the 1,069,864 options that vest pursuant to Section 2(a) of the Existing Option Agreement (the "Extended Options"), the Extended Options shall become vested and exercisable as of the Change in Control Date, and to the extent not previously exercised, shall remain exercisable until the three (3) year anniversary of the Separation Date. The remaining 713,242 options under the Existing Option Agreement shall become vested and exercisable as of the Change in Control Date, and to the extent not previously exercised, shall remain exercisable in accordance with the terms of the Existing Option Agreement. The options under the Existing Option Agreement shall be subject to all other terms and provisions set forth in the Existing Option Agreement.

(ii) *New Option Grants*. In accordance with the Nonstatutory Stock Option Agreement between the Company and Employee, dated May 10, 2018 (the "New Nonstatutory Option Agreement") and the Incentive Stock Option Agreement between the Company and Employee, dated May 10, 2018 (the "New Incentive Stock Option Agreement") and, together with the New Nonstatutory Option Agreement, the "New Option Agreements"), with respect to the 715,000 options under the New Option Agreements (the "New Options"), all such New Options shall become vested and exercisable as of the Change in Control Date. Such New Options shall remain exercisable until the three (3) year anniversary of the Separation Date. The New Options shall be subject to all other terms and provisions set forth in the New Option Agreements.

(d) *Healthcare Continuation Coverage.* If Employee elects to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Company shall directly pay, or reimburse Employee for, that portion of the premium for Employee and Employee’s covered dependents necessary such that Employee contributes the same amount to COBRA coverage as Employee contributed to medical, dental and vision coverage prior to the Effective Date, such payment or reimbursement to continue until the earlier of (i) the last day of the twelve (12) month anniversary following the date this Agreement becomes effective and irrevocable or (ii) the date Employee becomes eligible for comparable coverage under another employer’s plans. After the Company ceases to pay premiums pursuant to the preceding sentence, Employee may, if eligible, elect to continue healthcare coverage at Employee’s expense in accordance with the provisions of COBRA. Employee acknowledges that he shall be solely responsible for all matters relating to Employee’s continuation of coverage pursuant to COBRA, including, without limitation, Employee’s election of such coverage and his timely payment of premiums.

(e) *Taxes.*

(i) Employee understands and agrees that all payments under this Section 3 will be subject to appropriate tax withholding and other deductions. To the extent any taxes may be payable by Employee for the benefits provided to him by this Section 3 beyond those withheld by the Company, Employee agrees to pay them himself and to indemnify and hold the Company and the other entities released herein harmless for any tax claims or penalties, and associated attorneys’ fees and costs, resulting from any failure by him to make required payments. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), such reimbursements shall be paid to Employee no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Employee’s right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(ii) If any payment or benefit Employee would receive from the Company or otherwise in connection with the Merger or other similar transaction (a “280G Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then any such 280G Payment (a “Payment”) shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Employee’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “Reduction Method”) that results in the greatest economic benefit for

Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”). Subsequent to the consummation of the Merger, the accounting firm engaged by the Company (or its successor) for general tax compliance purposes shall perform the foregoing calculations in a reasonable and customary manner. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. If Employee receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of the first paragraph of this Section and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Employee shall promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of the first paragraph of this Section so that no portion of the remaining Payment is subject to the Excise Tax.

(f) **Sole Separation Benefit.** Employee agrees that the payments provided by this Section 3 are not required under the Company’s normal policies and procedures, and are provided as a severance solely in connection with this Agreement. Employee acknowledges and agrees that the payments referenced in this Section 3 constitute adequate and valuable consideration, in and of themselves, for the promises contained in this Agreement.

4. **Full Payment.** Except as set forth in Section 11, Employee acknowledges that the payment and arrangements herein shall constitute full and complete satisfaction of any and all amounts properly due and owing to Employee as a result of his employment with the Company and the termination thereof, including, but not limited to, salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

5. **Employee’s Release of Claims.** Employee hereby agrees and acknowledges that by signing this Agreement and accepting the severance payments to be provided to him, and other good and valuable consideration provided for in this Agreement, Employee is waiving his right to assert any form of legal claim against the Company of any kind whatsoever from the beginning of time through the Effective Date. Employee’s waiver and release herein is intended to bar any form of legal claim, charge, complaint or any other form of action (jointly referred to as “**Claims**”) against the Company seeking any form of relief including, without limitation, equitable relief (whether declaratory, injunctive or otherwise), the recovery of any damages or any other form of monetary recovery whatsoever (including, without limitation, back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys’ fees and any other costs) against the Company, up through the Effective Date.

Without limiting the foregoing general waiver and release of claims, Employee specifically waives and releases the Company from any Claim arising from or related to Employee’s employment relationship with the Company or the termination thereof, including, without limitation:

(i) Claims under any state or federal discrimination, fair employment practices or other employment related statute, regulation or executive order (as they may have been amended through the Effective Date) prohibiting discrimination or harassment based upon

any protected status including, without limitation, race, national origin, age, gender, marital status, disability, veteran status or sexual orientation. Without limitation, specifically included in this paragraph are any Claims arising under the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Americans With Disabilities Act and any similar Massachusetts or other state statute.

(ii) Claims under any other state or federal employment related statute, regulation or executive order (as they may have been amended through the Effective Date) relating to wages, hours or any other terms and conditions of employment. Without limitation, specifically included in this paragraph are any Claims arising under the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any similar Massachusetts or other state statute.

(iii) Claims under any state or federal common law theory including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud or negligence.

(iv) Any other Claim arising under state or federal law.

Notwithstanding the foregoing, this Section shall not release the Company from any obligation expressly set forth in this Agreement, nor is Employee releasing any claims to vested benefits (e.g., Employee's vested 401(k) balance) or to any rights to indemnification that Employee may have pursuant to insurance policy, Company by-law, charter or operating agreement, and/or applicable law.

Employee and the Company acknowledge that Employee is over the age of 40 and that Employee, therefore, has specific rights under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act (the "OWBPA"), which prohibit discrimination on the basis of age. It is the Company's desire and intent to make certain that Employee fully understands the provisions and effects of this Agreement, which includes a release of claims under the ADEA and OWBPA. To that end, Employee has been encouraged and given the opportunity to consult with legal counsel for the purpose of reviewing the terms of this Agreement. Consistent with the provisions of the ADEA and OWBPA, the Company also is providing Employee with forty five (45) days in which to consider and accept the terms of this Agreement by signing below and returning it to the Company at the address above. Additionally, in Exhibit A, Employee is being provided with certain additional information required by the ADEA and the OWBPA, including the job titles and ages of other employees who were, or were not, separated from employment and offered a separation agreement. Employee may rescind his assent to this Agreement if, within seven (7) days after Employee signs this Agreement, Employee

delivers by hand or sends by mail (certified, return receipt and postmarked within such seven (7) day period) a notice of rescission to the Company at 9 Fourth Avenue, Waltham, MA 02451.

Also, consistent with the provisions of the ADEA, nothing in this release shall be deemed to prohibit Employee from challenging the validity of this release. Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging for a lawful purpose in any Protected Activity, provided, however, that Employee agrees not to seek or accept any monetary award from such a proceeding (except with respect to proceedings before the Securities and Exchange Commission). For purposes of this Agreement, "Protected Activity" shall mean filing a charge, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the relevant Government Agencies. Employee further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

Employee acknowledges that he has carefully read and understands the scope and effect of the provisions of this Agreement, has been advised to consult with an attorney and that he has had the opportunity to do so. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

Employee acknowledges and agrees that, but for providing this waiver and release of claims, Employee would not be receiving the severance being provided to him under this Agreement.

6. Non-Disparagement, Transition, Transfer of Company Property and Limitations on Service. Both parties further agree that:

(a) *Non-Disparagement.* Both parties agree that they shall not disparage, criticize or defame the other party and their respective directors, officers, agents, partners,

stockholders, employees, products, services, technology or business, either publicly or privately. Nothing in this Section 6(a) shall have application to any evidence or testimony required by any court, arbitrator or government agency. The parties agree that the Company's obligations under this Section 6(a) shall only apply to its officers and only for so long as each remains employed by the Company.

(b) *Transition.* Each of the Company and Employee shall use their respective reasonable efforts to cooperate with each other in good faith to facilitate a smooth transition of Employee's duties to other employee(s) of the Company.

(c) *Transfer of Company Property.* On or before the Separation Date, Employee shall turn over to the Company all files, memoranda, records, and other documents, and any other physical or personal property which are the property of the Company and which he had in his possession, custody or control at the time he signed this Agreement.

7. Employee Representations. Employee warrants and represents that (a) he has not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any affiliate of the Company with any governmental agency or court, and that if, unbeknownst to Employee, such a complaint, charge or lawsuit has been filed on his behalf, he will immediately cause it to be withdrawn and dismissed, (b) he has reported all hours worked as of the date of this Agreement and has been paid all compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement, (c) he has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or any similar state law, (d) the execution, delivery and performance of this Agreement by Employee does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Employee is a party or any judgment, order or decree to which Employee is subject, and (e) upon the execution and delivery of this Agreement by the Company and Employee, this Agreement will be a valid and binding obligation of Employee, enforceable in accordance with its terms.

8. No Assignment by Employee. Employee warrants and represents that no portion of any of the matters released herein, and no portion of any recovery or settlement to which Employee might be entitled, has been assigned or transferred to another person, firm or corporation not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any claim, action, demand or suit should be made or instituted against the Company or any other releasee because of any actual assignment, subrogation or transfer by Employee, Employee agrees to indemnify and hold harmless the Company and all other releasees against such claim, action, suit or demand, including necessary expenses of investigation, attorneys' fees and costs. In the event of Employee's death, this Agreement shall inure to the benefit of Employee and Employee's executors, administrators, heirs, distributees, devisees, and legatees. None of Employee's rights or obligations may be assigned or transferred by Employee, other than Employee's rights to payments hereunder, which may be transferred only upon Employee's death by will or operation of law.

9. Confidentiality. Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this

Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to Employee's immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee's counsel, and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information.

10. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Massachusetts or, where applicable, United States federal law, in each case, without regard to any conflicts of laws provisions or those of any state other than Massachusetts.

11. Miscellaneous. Employee further acknowledges that, other than the Existing Option Agreement, the Extended Options, the New Option Agreements, and the provisions contained in the indemnification agreement between Employee and the Company, attached as Exhibit B, to which the Employee is entitled pursuant to this Agreement, this Agreement shall supersede each agreement entered into between Employee and the Company regarding Employee's employment, including, without limitation, any offer letter, the Retention Agreement and that certain letter employment agreement by and between Employee and the Company dated June 21, 2017, and each such agreement shall be deemed terminated and of no further effect as of the Separation Date. The Company and Employee acknowledge that the separation of the Employee's employment with the Company is intended to constitute an involuntary separation from service for the purposes of Section 409A of the Code, and the related Department of Treasury regulations. Employee acknowledges that there are no other agreements, written, oral or implied, and that he may not rely on any prior negotiations, discussions, representations or agreements. This Agreement may be modified only in writing, and such writing must be signed by both parties and recited that it is intended to modify this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

12. Company Assignment and Successors. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns, personnel and legal representatives.

13. Employee's Cooperation. After the Separation Date, Employee shall cooperate with the Company and its affiliates, upon the Company's reasonable request, with respect to any internal investigation or administrative, regulatory or judicial proceeding involving matters within the scope of Employee's duties and responsibilities to the Company or its affiliates during his employment with the Company (including, without limitation, Employee being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a subpoena or other legal process, and turning over to the Company all relevant Company documents which are or may have come into Employee's possession during his employment); *provided, however*, that any such

request by the Company shall not be unduly burdensome or interfere with Employee's personal schedule or ability to engage in gainful employment.

14. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN MIDDLESEX COUNTY, BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") UNDER ITS COMPREHENSIVE ARBITRATION RULES ("JAMS RULES") AND MASSACHUSETTS LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH MASSACHUSETTS LAW, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH MASSACHUSETTS LAW, MASSACHUSETTS LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY HALF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES AGREE THAT PUNITIVE DAMAGES SHALL BE UNAVAILABLE IN ARBITRATION. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

(Signature page(s) follow)

IN WITNESS WHEREOF, the undersigned have caused this Separation Agreement to be duly executed and delivered as of the date indicated next to their respective signatures below.

EMPLOYEE

DATED: December 5, 2018

By: /s/ Christopher Kroeger

Name: Christopher Kroeger

OVASCIENCE, INC.

DATED: December 5, 2018

By: /s/ Jonathan Gillis

Name: Jonathan Gillis

Title: Senior Vice President, Finance

EXHIBIT A

Personnel Affected by Reduction and Eligible for Severance Benefits

As stated in Employee's Separation Agreement, this Exhibit is designed to provide Employee with additional information regarding the ages and job titles of employees whose jobs were impacted by the present reduction in personnel at OvaScience, Inc. (the "Company").

In order to provide Employee with a full overview of this reduction, below is a list showing the age and job title for each employee whose job was reviewed pursuant to the reduction. Note the following additional information, which is designed to help Employee best understand the data being provided:

- All employees of the Company were eligible for the reduction.
- All employees of the Company were selected for the reduction. The employment decisions were based on the Company's proposed merger as described in the Company's Registration Statement filed with the Securities and Exchange Commission.

Employees Selected for the Reduction

<u>TITLE</u>	<u>AGE</u>
Chief Executive Officer	49
Chief Financial Officer	37
Chief Scientific Officer	62
SVP, Corporate Development	49
VP, Strategy & Operations	32
Research Associate II	40

Employees Not Selected for the Reduction

N/A

The Company appreciates the sensitive nature of this information. The Company is obligated by federal law, however, to provide Employee with such information so that Employee can better evaluate the Company's offer of separation terms. Accordingly, the Company asks that Employee, in turn, also respects the sensitive and confidential nature of the information provided.

EXHIBIT B

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of December 5, 2018 between OvaScience, Inc., a Delaware corporation (the "Company"), and Christopher Kroeger, M.D., M.B.A. ("Indemnitee").

WITNESSETH THAT:

WHEREAS, Indemnitee performs a valuable service for the Company;

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company (the "Charter") provides for the indemnification of the officers and directors of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law (the "Law");

WHEREAS, the Charter and the Delaware General Corporation Law, by their nonexclusive nature, permit contracts between the Company and the officers or directors of the Company with respect to indemnification of such officers or directors;

WHEREAS, in accordance with the authorization as provided by the Law, the Company may purchase and maintain a policy or policies of directors' and officers' liability insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its officers or directors in the performance of their obligations to the Company; and

WHEREAS, in order to induce Indemnitee to continue to serve as a director or officer of the Company, the Company has determined and agreed to enter into this contract with Indemnitee with the explicit acknowledgement of the intended third party beneficiaries set forth in Section 2 hereof.

NOW, THEREFORE, in consideration of Indemnitee's service as a director or officer, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of Indemnitee's Corporate Status (as hereinafter defined), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined) and Liabilities (as hereinafter defined) incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, the Indemnitee had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually

and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding and in addition to any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one or more venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Board and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all of the indemnification rights and remedies under this Agreement pursuant to this Agreement as if the Appointing Stockholder were the Indemnitee.

(e) The rights provided to the Appointing Stockholder under this Section 2 shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Board and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses and Liabilities incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6, 7 and 20 hereof) to be unlawful.

3. Contribution in the Event of Joint Liability.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. Company shall not enter into any settlement of any action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall contribute to the amount of Expenses and Liabilities incurred and payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses and Liabilities, as well as any other equitable considerations which the law may require to be considered.

(c) Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than the Indemnitee who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Liabilities and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness or in Response to a Subpoena. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or is made (or asked) to respond to discovery requests in any Proceeding involving the Company, its officers, directors, shareholders or creditors to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee in connection therewith and in the manner set forth in this Agreement.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any

Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and made without regard to Indemnitee's financial ability to repay such Expenses.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are at least as favorable as may be permitted under the Delaware General Corporation Law and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification. Notwithstanding anything in this Agreement to the contrary, no determination (if required by applicable law) as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) by the stockholders.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by

such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) such indemnification is prohibited under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of Directors, or stockholder of the Company shall act reasonably and in good faith in making a determination of the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to

Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) no contribution has been timely made pursuant to Section 3 hereof or (vi) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a *de novo* trial on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any

directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the By-laws of the Company, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by the Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter and this Agreement, the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent the Company maintains D & O Insurance and any other insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee, agent or fiduciary under such policy or policies. If at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has D&O Insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of Indemnitee's Corporate Status, whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by the Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the

Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person or who is or was a director, officer, employee, agent, or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses and Liabilities arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "Liabilities" includes judgments, penalties, fines, and amounts paid in settlement.

(g) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director of the Company, by reason of any action taken by Indemnitee or of any inaction on Indemnitee's part while acting as an officer or

director of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement; but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee's rights under this Agreement.

14. Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee's signature hereto.

If to the Company, to:

(b) OvaScience, Inc.

9 4th Avenue
Waltham, MA 02451
Attn: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and

the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. This Agreement may also be executed and delivered by facsimile signature.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without application of the conflict of laws principles thereof. Any reference made in this Agreement to a judicial determination, decision or action of the Court of Chancery of the State of Delaware or another court of competent jurisdiction shall mean a final, non-appealable order.

21. Gender. Use of the masculine pronoun shall be deemed to include usage of the feminine and gender-neutral pronoun where appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY

OVASCIENCE, INC.

By: /s/ Jonathan Gillis

Name: Jonathan Gillis

Title: Senior Vice President, Finance

Indemnatee

/s/ Christopher Kroeger

Name: Christopher Kroeger, M.D., M.B.A.

Address:

c/o OvaScience, Inc.
9 Fourth Avenue
Waltham, MA 02451

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") by and between Jonathan Gillis ("Employee") and OvaScience, Inc., a Delaware corporation (the "Company"), is effective upon Employee and the Company signing this Agreement (the "Effective Date"), with reference to the following facts:

- A. Employee's employment with the Company and status as an officer and employee of the Company and each of its affiliates will end effective upon the Separation Date (as defined below).
- B. Employee and the Company want to end their relationship amicably and also to establish the obligations of the parties including, without limitation, all amounts due and owing to Employee.
- C. The payments and benefits being made available to Employee pursuant to this Agreement are intended to satisfy all outstanding obligations under that certain Retention Agreement by and between Employee and the Company dated May 3, 2018 and as amended August 8, 2018 (the "Retention Agreement"). All capitalized terms used in this Agreement without definition or reference have the meanings set forth in the Retention Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Separation Date. Employee acknowledges and agrees that his status as an officer and employee of the Company will end effective as of the Effective Time of the Merger (as defined in the Merger Agreement (defined below)) (the "Separation Date"). Employee hereby agrees to execute such further document(s) as shall be determined by the Company as necessary or desirable to give effect to the end of Employee's status as an officer of the Company (including a written resignation as an officer of the Company as required by Section 8.4(b) of the Agreement and Plan of Merger and Reorganization among the Company, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc. dated as of August 8, 2018, as amended (the "Merger Agreement") and the transaction contemplated thereby, the "Merger"); provided that such documents shall not be inconsistent with any of the terms of this Agreement, and provided further that Employee's resignation as required by the Merger Agreement will not affect Employee's right to the Separation Payments and Benefits provided for in this Agreement.

2. Final Paycheck; Payment of Accrued Wages and Expenses.

(a) *Final Paycheck*. On the Separation Date, the Company will pay Employee all accrued but unpaid base salary and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. Employee is entitled to these payments regardless of whether Employee executes this Agreement.

(b) *Business Expenses*. The Company shall reimburse Employee for all outstanding expenses incurred prior to the Separation Date which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other

business expenses, subject to the Company's requirements with respect to reporting and documenting such expenses.

3. Separation Payments and Benefits. Without admission of any liability, fact or claim, the Company hereby agrees, subject to Employee's performance of his continuing obligations pursuant to this Agreement, to provide Employee the severance benefits set forth below. Specifically, the Company and Employee agree as follows:

(a) *Severance*. The Company shall pay to Employee Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500), which represents the sum of (i) six (6) months of Employee's annual base salary and (ii) Employee's full annual discretionary bonus opportunity, which is thirty-five percent (35%) of Employee's base salary, in each case, at the rate in effect immediately prior to the Separation Date, payable in accordance with the Company's regular payroll procedures proportionately over a six (6) month period following the later of the Effective Date or Separation Date, and subject to Section 5 of this Agreement.

(b) *Change in Control Bonus*. The Company shall pay to Employee an amount in cash equal to 0.25% of the Transaction Value under and determined pursuant to the terms and conditions of the Retention Agreement. Such payment shall be made within three (3) business days following the Effective Date.

(c) *Retention Bonus*. The Company shall pay to Employee a retention bonus in the amount of \$100,000 within three (3) business days following the Effective Date.

(d) *Equity Awards*.

(i) *Existing Option Grants*. Notwithstanding anything to the contrary in the stock option agreements between the Company and Employee described on Schedule 1 (the "Existing Option Agreements"), with respect to all outstanding options under the Existing Option Agreements (the "Extended Options"), the Extended Options shall become vested and exercisable as of the Change in Control Date, and to the extent not previously exercised, shall remain exercisable until the one (1) year anniversary of the Separation Date. The Extended Options shall be subject to all other terms and provisions set forth in the Existing Option Agreements.

(ii) *New Option Grant*. In accordance with the Incentive Stock Option Agreement between the Company and Employee, dated May 10, 2018 (the "New Option Agreement"), with respect to the 75,000 options under the New Option Agreement (the "New Options"), all such New Options shall become vested and exercisable as of the Change in Control Date. Such New Options shall remain exercisable until the one (1) year anniversary of the Separation Date. The New Options shall be subject to all other terms and provisions set forth in the New Option Agreement.

(e) *Healthcare Continuation Coverage*. If Employee elects to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or reimburse Employee for, that portion of the premium for Employee and Employee's covered dependents necessary such that Employee contributes the same amount to COBRA coverage as

Employee contributed to medical, dental and vision coverage prior to the Effective Date, such payment or reimbursement to continue until the earlier of (i) the last day of the six (6) month anniversary following the Effective Date or (ii) the date Employee becomes eligible for comparable coverage under another employer's plans. After the Company ceases to pay premiums pursuant to the preceding sentence, Employee may, if eligible, elect to continue healthcare coverage at Employee's expense in accordance with the provisions of COBRA. Employee acknowledges that he shall be solely responsible for all matters relating to Employee's continuation of coverage pursuant to COBRA, including, without limitation, Employee's election of such coverage and his timely payment of premiums.

(f) *Taxes.*

(i) Employee understands and agrees that all payments under this Section 3 will be subject to appropriate tax withholding and other deductions. To the extent any taxes may be payable by Employee for the benefits provided to him by this Section 3 beyond those withheld by the Company, Employee agrees to pay them himself and to indemnify and hold the Company and the other entities released herein harmless for any tax claims or penalties, and associated attorneys' fees and costs, resulting from any failure by him to make required payments. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), such reimbursements shall be paid to Employee no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Employee's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(ii) If any payment or benefit Employee would receive from the Company or otherwise in connection with the Merger or other similar transaction (a "280G Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then any such 280G Payment (a "Payment") shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Employee's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest economic benefit for Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "**Pro Rata Reduction Method**"). Subsequent to the consummation of the Merger, the accounting firm engaged by the Company (or its successor) for general tax compliance purposes shall perform the foregoing calculations in a reasonable and customary manner. The Company shall bear all

expenses with respect to the determinations by such accounting firm required to be made hereunder. If Employee receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of the first paragraph of this Section and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Employee shall promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of the first paragraph of this Section so that no portion of the remaining Payment is subject to the Excise Tax.

(g) *Sole Separation Benefit.* Employee agrees that the payments provided by this Section 3 are not required under the Company's normal policies and procedures and are provided as a severance solely in connection with this Agreement. Employee acknowledges and agrees that the payments referenced in this Section 3 constitute adequate and valuable consideration, in and of themselves, for the promises contained in this Agreement.

4. Full Payment. Except as set forth in Section 11, Employee acknowledges that the payment and arrangements herein shall constitute full and complete satisfaction of any and all amounts properly due and owing to Employee as a result of his employment with the Company and the termination thereof, including, but not limited to, salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

5. Employee's Release of Claims. Employee hereby agrees and acknowledges that by signing this Agreement and accepting the severance payments to be provided to him, and other good and valuable consideration provided for in this Agreement, Employee is waiving his right to assert any form of legal claim against the Company of any kind whatsoever from the beginning of time through the Effective Date. Employee's waiver and release herein is intended to bar any form of legal claim, charge, complaint or any other form of action (jointly referred to as "Claims") against the Company seeking any form of relief including, without limitation, equitable relief (whether declaratory, injunctive or otherwise), the recovery of any damages or any other form of monetary recovery whatsoever (including, without limitation, back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys' fees and any other costs) against the Company, up through the Effective Date.

Without limiting the foregoing general waiver and release of claims, Employee specifically waives and releases the Company from any Claim arising from or related to Employee's employment relationship with the Company or the termination thereof, including, without limitation:

(i) Claims under any state or federal discrimination, fair employment practices or other employment related statute, regulation or executive order (as they may have been amended through the Effective Date) prohibiting discrimination or harassment based upon any protected status including, without limitation, race, national origin, age, gender, marital status, disability, veteran status or sexual orientation. Without limitation, specifically included in this paragraph are any Claims arising under the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal

Pay Act, the Americans With Disabilities Act and any similar Massachusetts or other state statute.

(ii) Claims under any other state or federal employment related statute, regulation or executive order (as they may have been amended through the Effective Date) relating to wages, hours or any other terms and conditions of employment. Without limitation, specifically included in this paragraph are any Claims arising under the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any similar Massachusetts or other state statute.

(iii) Claims under any state or federal common law theory including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud or negligence.

(iv) Any other Claim arising under state or federal law.

Notwithstanding the foregoing, this Section shall not release the Company from any obligation expressly set forth in this Agreement, nor is Employee releasing any claims to vested benefits (e.g., Employee's vested 401(k) balance) or to any rights to indemnification that Employee may have pursuant to insurance policy, Company by-law, charter or operating agreement, and/or applicable law.

Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging for a lawful purpose in any Protected Activity, provided, however, that Employee agrees not to seek or accept any monetary award from such a proceeding (except with respect to proceedings before the Securities and Exchange Commission). For purposes of this Agreement, "Protected Activity" shall mean filing a charge, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the relevant Government Agencies. Employee further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state,

or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

Employee acknowledges and agrees that, but for providing this waiver and release of claims, Employee would not be receiving the severance being provided to him under this Agreement.

Employee will be afforded a period of ten (10) days from the date of this Agreement to consider the meaning and effect of this Agreement. Employee further acknowledges that he has carefully read and understands the scope and effect of the provisions of this Agreement, has been advised to consult with an attorney and that he has had the opportunity to do so. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement. Employee agrees that any modifications, material or otherwise, did not restart or affect in any manner the original 10-day consideration period for the severance proposal made to Employee. This Agreement shall have no force or effect if Employee does not sign and return it during the 10-day consideration period.

6. Non-Disparagement, Transition, Transfer of Company Property and Limitations on Service. Both parties further agree that:

(a) *Non-Disparagement.* Both parties agree that they shall not disparage, criticize or defame the other party and their respective directors, officers, agents, partners, stockholders, employees, products, services, technology or business, either publicly or privately. Nothing in this Section 6(a) shall have application to any evidence or testimony required by any court, arbitrator or government agency. The parties agree that the Company's obligations under this Section 6(a) shall only apply to its officers and only for so long as each remains employed by the Company.

(b) *Transition.* Each of the Company and Employee shall use their respective reasonable efforts to cooperate with each other in good faith to facilitate a smooth transition of Employee's duties to other employee(s) of the Company.

(c) *Transfer of Company Property.* On or before the Separation Date, Employee shall turn over to the Company all files, memoranda, records, and other documents, and any other physical or personal property which are the property of the Company and which he had in his possession, custody or control at the time he signed this Agreement.

7. Employee Representations. Employee warrants and represents that (a) he has not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any affiliate of the Company with any governmental agency or court, and that if, unbeknownst to Employee, such a complaint, charge or lawsuit has been filed on his behalf, he will immediately cause it to be withdrawn and dismissed, (b) he has reported all hours worked as of the date of this

Agreement and has been paid all compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement, (c) he has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or any similar state law, (d) the execution, delivery and performance of this Agreement by Employee does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Employee is a party or any judgment, order or decree to which Employee is subject, and (e) upon the execution and delivery of this Agreement by the Company and Employee, this Agreement will be a valid and binding obligation of Employee, enforceable in accordance with its terms.

8. No Assignment by Employee. Employee warrants and represents that no portion of any of the matters released herein, and no portion of any recovery or settlement to which Employee might be entitled, has been assigned or transferred to another person, firm or corporation not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any claim, action, demand or suit should be made or instituted against the Company or any other releasee because of any actual assignment, subrogation or transfer by Employee, Employee agrees to indemnify and hold harmless the Company and all other releasees against such claim, action, suit or demand, including necessary expenses of investigation, attorneys' fees and costs. In the event of Employee's death, this Agreement shall inure to the benefit of Employee and Employee's executors, administrators, heirs, distributees, devisees, and legatees. None of Employee's rights or obligations may be assigned or transferred by Employee, other than Employee's rights to payments hereunder, which may be transferred only upon Employee's death by will or operation of law.

9. Confidentiality. Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to Employee's immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee's counsel, and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information.

10. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Massachusetts or, where applicable, United States federal law, in each case, without regard to any conflicts of laws provisions or those of any state other than Massachusetts.

11. Miscellaneous. Employee acknowledges that, other than the Existing Option Agreements, Extended Options, the New Option Agreement and the provisions contained in the indemnification agreement between Employee and the Company, attached as Exhibit A, to which the Employee is entitled to pursuant to this Agreement, this Agreement shall supersede each agreement entered into between Employee and the Company regarding Employee's employment, including, without limitation, any offer letter, the Retention Agreement and that certain

employment letter agreement by and between Employee and the Company dated June 14, 2017. The Company and Employee acknowledge that the separation of the Employee's employment with the Company is intended to constitute an involuntary separation from service for the purposes of Section 409A of the Code, and the related Department of Treasury regulations. Employee acknowledges that there are no other agreements, written, oral or implied, and that he may not rely on any prior negotiations, discussions, representations or agreements. This Agreement may be modified only in writing, and such writing must be signed by both parties and recited that it is intended to modify this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

12. Company Assignment and Successors. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns, personnel and legal representatives.

13. Employee's Cooperation. After the Separation Date, Employee shall cooperate with the Company and its affiliates, upon the Company's reasonable request, with respect to any internal investigation or administrative, regulatory or judicial proceeding involving matters within the scope of Employee's duties and responsibilities to the Company or its affiliates during his employment with the Company (including, without limitation, Employee being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a subpoena or other legal process, and turning over to the Company all relevant Company documents which are or may have come into Employee's possession during his employment); *provided, however*, that any such request by the Company shall not be unduly burdensome or interfere with Employee's personal schedule or ability to engage in gainful employment.

14. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN MIDDLESEX COUNTY, BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") UNDER ITS COMPREHENSIVE ARBITRATION RULES ("JAMS RULES") AND MASSACHUSETTS LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH MASSACHUSETTS LAW, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH MASSACHUSETTS LAW, MASSACHUSETTS LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY HALF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS

RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES AGREE THAT PUNITIVE DAMAGES SHALL BE UNAVAILABLE IN ARBITRATION. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

(Signature page(s) follow)

IN WITNESS WHEREOF, the undersigned have caused this Separation Agreement to be duly executed and delivered as of the date indicated next to their respective signatures below.

EMPLOYEE

DATED: December 5, 2018

By: Jonathan Gillis

Name: Jonathan Gillis

OVASCIENCE, INC.

DATED: December 5, 2018

By: /s/ Christopher Kroeger

Name: Christopher Kroeger

Title: Chief Executive Officer

Schedule 1
Existing Option Agreements

Grant Date	No. of Shares Granted
9/10/2013	10,000
3/5/2014	10,000
3/3/2015	4,624
3/3/2015	2,876
3/3/2016	2,252
3/3/2016	1,748
1/5/2017	627
1/5/2017	373
3/2/2017	13,120
3/2/2017	1,880
6/21/2017	18,750
6/21/2017	11,250
2/8/2018	128,645

EXHIBIT A

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of December 5, 2018 between OvaScience, Inc., a Delaware corporation (the "Company"), and Jonathan Gillis ("Indemnitee").

WITNESSETH THAT:

WHEREAS, Indemnitee performs a valuable service for the Company;

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company (the "Charter") provides for the indemnification of the officers and directors of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law (the "Law");

WHEREAS, the Charter and the Delaware General Corporation Law, by their nonexclusive nature, permit contracts between the Company and the officers or directors of the Company with respect to indemnification of such officers or directors;

WHEREAS, in accordance with the authorization as provided by the Law, the Company may purchase and maintain a policy or policies of directors' and officers' liability insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its officers or directors in the performance of their obligations to the Company; and

WHEREAS, in order to induce Indemnitee to continue to serve as a director or officer of the Company, the Company has determined and agreed to enter into this contract with Indemnitee with the explicit acknowledgement of the intended third party beneficiaries set forth in Section 2 hereof.

NOW, THEREFORE, in consideration of Indemnitee's service as a director or officer, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of Indemnitee's Corporate Status (as hereinafter defined), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined) and Liabilities (as hereinafter defined) incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, the Indemnitee had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding if

the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding and in addition to any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one or more venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Board and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all of the indemnification rights and remedies under this Agreement pursuant to this Agreement as if the Appointing Stockholder were the Indemnitee.

(e) The rights provided to the Appointing Stockholder under this Section 2 shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Board and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses and Liabilities incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6, 7 and 20 hereof) to be unlawful.

3. Contribution in the Event of Joint Liability.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. Company shall not enter into any settlement of any action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall contribute to the amount of Expenses and Liabilities incurred and payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses and Liabilities, as well as any other equitable considerations which the law may require to be considered.

(c) Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than the Indemnitee who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Liabilities and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness or in Response to a Subpoena. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or is made (or asked) to respond to discovery requests in any Proceeding involving the Company, its officers, directors, shareholders or creditors to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee in connection therewith and in the manner set forth in this Agreement.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any

Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and made without regard to Indemnitee's financial ability to repay such Expenses.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are at least as favorable as may be permitted under the Delaware General Corporation Law and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

- (a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification. Notwithstanding anything in this Agreement to the contrary, no determination (if required by applicable law) as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.
- (b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) by the stockholders.
- (c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by

such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) such indemnification is prohibited under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of Directors, or stockholder of the Company shall act reasonably and in good faith in making a determination of the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to

Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) no contribution has been timely made pursuant to Section 3 hereof or (vi) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a *de novo* trial on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any

directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the By-laws of the Company, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by the Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter and this Agreement, the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent the Company maintains D & O Insurance and any other insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee, agent or fiduciary under such policy or policies. If at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has D&O Insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of Indemnitee's Corporate Status, whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by the Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the

Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person or who is or was a director, officer, employee, agent, or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses and Liabilities arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "Liabilities" includes judgments, penalties, fines, and amounts paid in settlement.

(g) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director of the Company, by reason of any action taken by Indemnitee or of any inaction on Indemnitee's part while acting as an officer or

director of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement; but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee's rights under this Agreement.

14. Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee's signature hereto.

If to the Company, to:

(b) OvaScience, Inc.

9 4th Avenue
Waltham, MA 02451
Attn: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and

the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. This Agreement may also be executed and delivered by facsimile signature.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without application of the conflict of laws principles thereof. Any reference made in this Agreement to a judicial determination, decision or action of the Court of Chancery of the State of Delaware or another court of competent jurisdiction shall mean a final, non-appealable order.

21. Gender. Use of the masculine pronoun shall be deemed to include usage of the feminine and gender-neutral pronoun where appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY

OVASCIENCE, INC.

By: /s/ Christopher Kroeger
Name: Christopher Kroeger
Title: President and CEO

Indemnitee

/s/ Jonathan Gillis
Name: Jonathan Gillis

Address: c/o OvaScience, Inc.
9 Fourth Avenue
Waltham, MA 02451

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") by and between James Lillie ("Employee") and OvaScience, Inc., a Delaware corporation (the "Company"), is effective eight (8) days after Employee and the Company signing this Agreement (the "Effective Date"), unless Employee rescinds his acceptance of this Agreement as provided in Section 5 below, with reference to the following facts:

- A. Employee's employment with the Company and status as an officer and employee of the Company and each of its affiliates will end effective upon the Separation Date (as defined below).
- B. Employee and the Company want to end their relationship amicably and also to establish the obligations of the parties including, without limitation, all amounts due and owing to Employee.
- C. The payments and benefits being made available to Employee pursuant to this Agreement are intended to satisfy all outstanding obligations under that certain Retention Agreement by between Employee and the Company dated May 3, 2018 (the "Retention Agreement"). All capitalized terms used in this Agreement without definition or reference have the meanings set forth in the Retention Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Separation Date. Employee acknowledges and agrees that his status as an officer and employee of the Company will end effective as of the Effective Time of the Merger (as defined in the Merger Agreement (defined below)) (the "Separation Date"). Employee hereby agrees to execute such further document(s) as shall be determined by the Company as necessary or desirable to give effect to the end of Employee's status as an officer of the Company (including a written resignation as an officer of the Company as required by Section 8.4(b) of the Agreement and Plan of Merger and Reorganization among the Company, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc. dated as of August 8, 2018, as amended (the "Merger Agreement") and the transaction contemplated thereby, the "Merger"); provided that such documents shall not be inconsistent with any of the terms of this Agreement, and provided further that Employee's resignation as required by the Merger Agreement will not affect Employee's right to the Separation Payments and Benefits provided for in this Agreement.

2. Final Paycheck: Payment of Accrued Wages and Expenses.

(a) *Final Paycheck*. On the Separation Date, the Company will pay Employee all accrued but unpaid base salary and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. Employee is entitled to these payments regardless of whether Employee executes this Agreement.

(b) *Business Expenses*. The Company shall reimburse Employee for all outstanding expenses incurred prior to the Separation Date which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other

business expenses, subject to the Company's requirements with respect to reporting and documenting such expenses.

3. Separation Payments and Benefits. Without admission of any liability, fact or claim, the Company hereby agrees, subject to this Agreement becoming effective and irrevocable, as well as Employee's performance of his continuing obligations pursuant to this Agreement, to provide Employee the severance benefits set forth below. Specifically, the Company and Employee agree as follows:

(a) *Severance*. The Company shall pay to Employee Three Hundred Twenty-Four Thousand Dollars (\$324,000), which represents the sum of (i) six (6) months of Employee's annual base salary and (ii) Employee's full annual discretionary bonus opportunity, which is forty percent (40%) of Employee's base salary, in each case, at the rate in effect immediately prior to the Separation Date, payable in accordance with the Company's regular payroll procedures proportionately over a six (6) month period following the later of the Effective Date or the Separation Date and subject to Section 5 of this Agreement.

(b) *Change in Control Bonus*. The Company shall pay to Employee an amount in cash equal to 0.40% of the Transaction Value under and determined pursuant to the terms and conditions of the Retention Agreement. Such payment shall be made within three (3) business days following the Separation Date.

(c) *Equity Awards*.

(i) *Existing Option Grant*. Notwithstanding anything to the contrary in the Stock Option Agreement between the Company and Employee, dated March 6, 2018 (the "Existing Option Agreement"), with respect to all 357,057 outstanding options under the Existing Option Agreement (the "Extended Options"), the Extended Options shall become vested and exercisable as of the Change in Control Date, and to the extent not previously exercised, shall remain exercisable until the one (1) year anniversary of the Separation Date. The Extended Options shall be subject to all other terms and provisions set forth in the Existing Option Agreement.

(ii) *New Option Grants*. In accordance with the Nonstatutory Stock Option Agreement between the Company and Employee, dated May 10, 2018 (the "New Nonstatutory Option Agreement") and the Incentive Stock Option Agreement between the Company and Employee, dated May 10, 2018 (the "New Incentive Stock Option Agreement") and, together with the New Nonstatutory Option Agreement, the "New Option Agreements"), with respect to the 125,000 options under the New Option Agreements (the "New Options"), all such New Options shall become vested and exercisable as of the Change in Control Date. Such New Options shall remain exercisable until the one (1) year anniversary of the Separation Date. The New Options shall be subject to all other terms and provisions set forth in the New Option Agreements.

(d) *Healthcare Continuation Coverage*. If Employee elects to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or

reimburse Employee for, that portion of the premium for Employee and Employee's covered dependents necessary such that Employee contributes the same amount to COBRA coverage as Employee contributed to medical, dental and vision coverage prior to the Effective Date, such payment or reimbursement to continue until the earlier of (i) the last day of the six (6) month anniversary following date this Agreement becomes effective and irrevocable or (ii) the date Employee becomes eligible for comparable coverage under another employer's plans. After the Company ceases to pay premiums pursuant to the preceding sentence, Employee may, if eligible, elect to continue healthcare coverage at Employee's expense in accordance with the provisions of COBRA. Employee acknowledges that he shall be solely responsible for all matters relating to Employee's continuation of coverage pursuant to COBRA, including, without limitation, Employee's election of such coverage and his timely payment of premiums.

(e) *Taxes.* Employee understands and agrees that all payments under this Section 3 will be subject to appropriate tax withholding and other deductions. To the extent any taxes may be payable by Employee for the benefits provided to him by this Section 3 beyond those withheld by the Company, Employee agrees to pay them himself and to indemnify and hold the Company and the other entities released herein harmless for any tax claims or penalties, and associated attorneys' fees and costs, resulting from any failure by him to make required payments. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), such reimbursements shall be paid to Employee no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Employee's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(f) *Sole Separation Benefit.* Employee agrees that the payments provided by this Section 3 are not required under the Company's normal policies and procedures and are provided as a severance solely in connection with this Agreement. Employee acknowledges and agrees that the payments referenced in this Section 3 constitute adequate and valuable consideration, in and of themselves, for the promises contained in this Agreement.

4. Full Payment. Except as set forth in Section 11, Employee acknowledges that the payment and arrangements herein shall constitute full and complete satisfaction of any and all amounts properly due and owing to Employee as a result of his employment with the Company and the termination thereof, including, but not limited to, salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

5. Employee's Release of Claims. Employee hereby agrees and acknowledges that by signing this Agreement and accepting the severance payments to be provided to him, and other good and valuable consideration provided for in this Agreement, Employee is waiving his right to assert any form of legal claim against the Company of any kind whatsoever from the beginning of time through the Effective Date. Employee's waiver and release herein is intended to bar any form of legal claim, charge, complaint or any other form of action (jointly referred to as "Claims") against the Company seeking any form of relief including, without limitation, equitable relief

(whether declaratory, injunctive or otherwise), the recovery of any damages or any other form of monetary recovery whatsoever (including, without limitation, back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys' fees and any other costs) against the Company, up through the Effective Date.

Without limiting the foregoing general waiver and release of claims, Employee specifically waives and releases the Company from any Claim arising from or related to Employee's employment relationship with the Company or the termination thereof, including, without limitation:

(i) Claims under any state or federal discrimination, fair employment practices or other employment related statute, regulation or executive order (as they may have been amended through the Effective Date) prohibiting discrimination or harassment based upon any protected status including, without limitation, race, national origin, age, gender, marital status, disability, veteran status or sexual orientation. Without limitation, specifically included in this paragraph are any Claims arising under the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Americans With Disabilities Act and any similar Massachusetts or other state statute.

(ii) Claims under any other state or federal employment related statute, regulation or executive order (as they may have been amended through the Effective Date) relating to wages, hours or any other terms and conditions of employment. Without limitation, specifically included in this paragraph are any Claims arising under the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any similar Massachusetts or other state statute.

(iii) Claims under any state or federal common law theory including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud or negligence.

(iv) Any other Claim arising under state or federal law.

Notwithstanding the foregoing, this Section shall not release the Company from any obligation expressly set forth in this Agreement, nor is Employee releasing any claims to vested benefits (e.g., Employee's vested 401(k) balance) or to any rights to indemnification that Employee may have pursuant to insurance policy, Company by-law, charter or operating agreement, and/or applicable law.

Employee and the Company acknowledge that Employee is over the age of 40 and that Employee, therefore, has specific rights under the Age Discrimination in Employment Act

("ADEA") and the Older Workers Benefit Protection Act (the "OWBPA"), which prohibit discrimination on the basis of age. It is the Company's desire and intent to make certain that Employee fully understands the provisions and effects of this Agreement, which includes a release of claims under the ADEA and OWBPA. To that end, Employee has been encouraged and given the opportunity to consult with legal counsel for the purpose of reviewing the terms of this Agreement. Consistent with the provisions of the ADEA and OWBPA, the Company also is providing Employee with forty five (45) days in which to consider and accept the terms of this Agreement by signing below and returning it to the Company at the address above. Additionally, in Exhibit A, Employee is being provided with certain additional information required by the ADEA and the OWBPA, including the job titles and ages of other employees who were, or were not, separated from employment and offered a separation agreement. Employee may rescind his assent to this Agreement if, within seven (7) days after Employee signs this Agreement, Employee delivers by hand or sends by mail (certified, return receipt and postmarked within such seven (7) day period) a notice of rescission to the Company at 9 Fourth Avenue, Waltham, MA 02451.

Also, consistent with the provisions of the ADEA, nothing in this release shall be deemed to prohibit Employee from challenging the validity of this release. Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging for a lawful purpose in any Protected Activity, provided, however, that Employee agrees not to seek or accept any monetary award from such a proceeding (except with respect to proceedings before the Securities and Exchange Commission). For purposes of this Agreement, "Protected Activity" shall mean filing a charge, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the relevant Government Agencies. Employee further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

Employee acknowledges that he has carefully read and understands the scope and effect of the provisions of this Agreement, has been advised to consult with an attorney and that he has had the opportunity to do so. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

Employee acknowledges and agrees that, but for providing this waiver and release of claims, Employee would not be receiving the severance being provided to him under this Agreement.

6. Non-Disparagement, Transition, Transfer of Company Property and Limitations on Service. Both parties further agree that:

(a) *Non-Disparagement.* Both parties agree that they shall not disparage, criticize or defame the other party and their respective directors, officers, agents, partners, stockholders, employees, products, services, technology or business, either publicly or privately. Nothing in this Section 6(a) shall have application to any evidence or testimony required by any court, arbitrator or government agency. The parties agree that the Company's obligations under this Section 6(a) shall only apply to its officers and only for so long as each remains employed by the Company.

(b) *Transition.* Each of the Company and Employee shall use their respective reasonable efforts to cooperate with each other in good faith to facilitate a smooth transition of Employee's duties to other employee(s) of the Company.

(c) *Transfer of Company Property.* On or before the Separation Date, Employee shall turn over to the Company all files, memoranda, records, and other documents, and any other physical or personal property which are the property of the Company and which he had in his possession, custody or control at the time he signed this Agreement.

7. Employee Representations. Employee warrants and represents that (a) he has not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any affiliate of the Company with any governmental agency or court, and that if, unbeknownst to Employee, such a complaint, charge or lawsuit has been filed on his behalf, he will immediately cause it to be withdrawn and dismissed, (b) he has reported all hours worked as of the date of this Agreement and has been paid all compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement, (c) he has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or any similar state law, (d) the execution, delivery and performance of this Agreement by Employee does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Employee is a party or any judgment, order or decree to which Employee is subject, and (e) upon the execution and delivery of this Agreement by the Company and Employee, this Agreement will be a valid and binding obligation of Employee, enforceable in accordance with its terms.

8. No Assignment by Employee. Employee warrants and represents that no portion of any of the matters released herein, and no portion of any recovery or settlement to which

Employee might be entitled, has been assigned or transferred to another person, firm or corporation not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any claim, action, demand or suit should be made or instituted against the Company or any other releasee because of any actual assignment, subrogation or transfer by Employee, Employee agrees to indemnify and hold harmless the Company and all other releasees against such claim, action, suit or demand, including necessary expenses of investigation, attorneys' fees and costs. In the event of Employee's death, this Agreement shall inure to the benefit of Employee and Employee's executors, administrators, heirs, distributees, devisees, and legatees. None of Employee's rights or obligations may be assigned or transferred by Employee, other than Employee's rights to payments hereunder, which may be transferred only upon Employee's death by will or operation of law.

9. Confidentiality. Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to Employee's immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee's counsel, and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information.

10. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Massachusetts or, where applicable, United States federal law, in each case, without regard to any conflicts of laws provisions or those of any state other than Massachusetts.

11. Miscellaneous. Employee acknowledges that, other than the Existing Option Agreement, the Extended Options, the New Option Agreements and the provisions contained in the indemnification agreement between Employee and the Company, attached as Exhibit B, to which the Employee is entitled pursuant to this Agreement, this Agreement shall supersede each agreement entered into between Employee and the Company regarding Employee's employment, including, without limitation, any offer letter, the Retention Agreement and that certain employment letter agreement by and between Employee and the Company dated December 21, 2017. The Company and Employee acknowledge that the separation of the Employee's employment with the Company is intended to constitute an involuntary separation from service for the purposes of Section 409A of the Code, and the related Department of Treasury regulations. Employee acknowledges that there are no other agreements, written, oral or implied, and that he may not rely on any prior negotiations, discussions, representations or agreements. This Agreement may be modified only in writing, and such writing must be signed by both parties and recited that it is intended to modify this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

12. Company Assignment and Successors. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the

assets of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns, personnel and legal representatives.

13. Employee's Cooperation. After the Separation Date, Employee shall cooperate with the Company and its affiliates, upon the Company's reasonable request, with respect to any internal investigation or administrative, regulatory or judicial proceeding involving matters within the scope of Employee's duties and responsibilities to the Company or its affiliates during his employment with the Company (including, without limitation, Employee being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a subpoena or other legal process, and turning over to the Company all relevant Company documents which are or may have come into Employee's possession during his employment); *provided, however*, that any such request by the Company shall not be unduly burdensome or interfere with Employee's personal schedule or ability to engage in gainful employment.

14. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN MIDDLESEX COUNTY, BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") UNDER ITS COMPREHENSIVE ARBITRATION RULES ("JAMS RULES") AND MASSACHUSETTS LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH MASSACHUSETTS LAW, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH MASSACHUSETTS LAW, MASSACHUSETTS LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY HALF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES AGREE THAT PUNITIVE DAMAGES SHALL BE UNAVAILABLE IN ARBITRATION. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION

AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

(Signature page(s) follow)

IN WITNESS WHEREOF, the undersigned have caused this Separation Agreement to be duly executed and delivered as of the date indicated next to their respective signatures below.

EMPLOYEE

DATED: December 5, 2018

By: /s/ James Lillie

Name: James Lillie

OVASCIENCE, INC.

DATED: December 5, 2018

By: /s/ Christopher Kroeger

Name: Christopher Kroeger

Title: Chief Executive Officer

EXHIBIT A

Personnel Affected by Reduction and Eligible for Severance Benefits

As stated in Employee's Separation Agreement, this Exhibit is designed to provide Employee with additional information regarding the ages and job titles of employees whose jobs were impacted by the present reduction in personnel at OvaScience, Inc. (the "Company").

In order to provide Employee with a full overview of this reduction, below is a list showing the age and job title for each employee whose job was reviewed pursuant to the reduction. Note the following additional information, which is designed to help Employee best understand the data being provided:

- All employees of the Company were eligible for the reduction.
- All employees of the Company were selected for the reduction. The employment decisions were based on the Company's proposed merger as described in the Company's Registration Statement filed with the Securities and Exchange Commission.

Employees Selected for the Reduction

<u>TITLE</u>	<u>AGE</u>
Chief Executive Officer	49
Chief Financial Officer	37
Chief Scientific Officer	62
SVP, Corporate Development	49
VP, Strategy & Operations	32
Research Associate II	40

Employees Not Selected for the Reduction

N/A

The Company appreciates the sensitive nature of this information. The Company is obligated by federal law, however, to provide Employee with such information so that Employee can better evaluate the Company's offer of separation terms. Accordingly, the Company asks that Employee, in turn, also respects the sensitive and confidential nature of the information provided.

EXHIBIT B

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of December 5, 2018 between OvaScience, Inc., a Delaware corporation (the "Company"), and James Lillie, Ph.D. ("Indemnitee").

WITNESSETH THAT:

WHEREAS, Indemnitee performs a valuable service for the Company;

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company (the "Charter") provides for the indemnification of the officers and directors of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law (the "Law");

WHEREAS, the Charter and the Delaware General Corporation Law, by their nonexclusive nature, permit contracts between the Company and the officers or directors of the Company with respect to indemnification of such officers or directors;

WHEREAS, in accordance with the authorization as provided by the Law, the Company may purchase and maintain a policy or policies of directors' and officers' liability insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its officers or directors in the performance of their obligations to the Company; and

WHEREAS, in order to induce Indemnitee to continue to serve as a director or officer of the Company, the Company has determined and agreed to enter into this contract with Indemnitee with the explicit acknowledgement of the intended third party beneficiaries set forth in Section 2 hereof.

NOW, THEREFORE, in consideration of Indemnitee's service as a director or officer, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of Indemnitee's Corporate Status (as hereinafter defined), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined) and Liabilities (as hereinafter defined) incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, the Indemnitee had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually

and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding and in addition to any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one or more venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Board and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all of the indemnification rights and remedies under this Agreement pursuant to this Agreement as if the Appointing Stockholder were the Indemnitee.

(e) The rights provided to the Appointing Stockholder under this Section 2 shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Board and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses and Liabilities incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6, 7 and 20 hereof) to be unlawful.

3. Contribution in the Event of Joint Liability.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. Company shall not enter into any settlement of any action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), Company shall contribute to the amount of Expenses and Liabilities incurred and payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than the Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses and Liabilities, as well as any other equitable considerations which the law may require to be considered.

(c) Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than the Indemnitee who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Liabilities and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness or in Response to a Subpoena. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or is made (or asked) to respond to discovery requests in any Proceeding involving the Company, its officers, directors, shareholders or creditors to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee in connection therewith and in the manner set forth in this Agreement.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any

Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and made without regard to Indemnitee's financial ability to repay such Expenses.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are at least as favorable as may be permitted under the Delaware General Corporation Law and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

- (a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification. Notwithstanding anything in this Agreement to the contrary, no determination (if required by applicable law) as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.
- (b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) by the stockholders.
- (c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by

such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) such indemnification is prohibited under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of Directors, or stockholder of the Company shall act reasonably and in good faith in making a determination of the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to

Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) no contribution has been timely made pursuant to Section 3 hereof or (vi) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a *de novo* trial on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any

directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the By-laws of the Company, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by the Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter and this Agreement, the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent the Company maintains D & O Insurance and any other insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee, agent or fiduciary under such policy or policies. If at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has D&O Insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of Indemnitee's Corporate Status, whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by the Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the

Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person or who is or was a director, officer, employee, agent, or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(b) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses and Liabilities arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "Liabilities" includes judgments, penalties, fines, and amounts paid in settlement.

(g) "Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director of the Company, by reason of any action taken by Indemnitee or of any inaction on Indemnitee's part while acting as an officer or

director of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not Indemnitee is acting or serving in any such capacity at the time any Liability or Expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement; but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee's rights under this Agreement.

14. Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee's signature hereto.

If to the Company, to:

(b) OvaScience, Inc.

9 4th Avenue
Waltham, MA 02451
Attn: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and

the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. This Agreement may also be executed and delivered by facsimile signature.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without application of the conflict of laws principles thereof. Any reference made in this Agreement to a judicial determination, decision or action of the Court of Chancery of the State of Delaware or another court of competent jurisdiction shall mean a final, non-appealable order.

21. Gender. Use of the masculine pronoun shall be deemed to include usage of the feminine and gender-neutral pronoun where appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY

OVASCIENCE, INC.

By: /s/ Christopher Kroeger
Name: Christopher Kroeger
Title: President and CEO

Indemnatee

/s/ James Lillie
Name: James Lillie, Ph.D.

Address: c/o OvaScience, Inc.
9 Fourth Avenue
Waltham, MA 02451
