

SYNLOGIC, INC.

FORM 8-K (Current report filing)

Filed 10/10/17 for the Period Ending 10/10/17

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Industry	Pharmaceuticals
Sector	Healthcare
Fiscal Year	12/31

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

FORM 8-K

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

Date of Report (Date of earliest event reported): October 10, 2017

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

Delaware
(State or other jurisdiction of incorporation)

001-37566
(Commission File No.)

26-1824804
(IRS Employer Identification No.)

Synlogic, Inc.
200 Sidney St., Suite 320
Cambridge, MA 02139
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (617) 401-9947

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging Growth Company

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

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

On September 4, 2017, Synlogic, Inc. (the “Company”) appointed Andrew W. Gengos, 53, as Chief Operating Officer and Head of Corporate Development, such appointment to be effective at the commencement of Mr. Gengos’s employment with the Company. Mr. Gengos’ employment commenced on October 9, 2017. Mr. Gengos most recently served as President, Chief Executive Officer and as a director of ImmunoCellular Therapeutics, a publicly-traded immunology company pursuing treatments for glioblastoma from December 2012 to December 2016. Previously, Mr. Gengos was the President and Chief Executive Officer of Neuraltus Pharmaceuticals from February 2010 to August 2012. Prior to his service with Neuraltus, Mr. Gengos served for more than seven years with Amgen where, as Vice President, Strategy and Corporate Development, he managed Amgen’s worldwide in-and-outbound business development activities, including a broad slate of acquisitions, licensing, spin-outs, divestitures, corporate venture capital investments, which included board of director positions and alliance management. In addition, he led the execution of strategic projects and supported the long-range planning process for the company. Before joining Amgen, Mr. Gengos was Vice President, Chief Financial Officer, and Chief Business Officer of Dynavax Technologies, where he led the company’s business functions, including finance and accounting, fundraising, budgeting and planning, and business development. Earlier in his career, Mr. Gengos served as Vice President of Strategy at the Chiron Corporation and as Senior Engagement Manager at McKinsey & Company. Mr. Gengos holds an M.B.A. from the UCLA Anderson School of Management and a B.S. in chemical engineering from the Massachusetts Institute of Technology.

The Company and Mr. Gengos entered into an employment agreement, effective September 4, 2017 (the “Employment Agreement”). Pursuant to the Employment Agreement, Mr. Gengos will receive an initial annual base salary of \$398,000. Mr. Gengos is also eligible to receive an annual discretionary bonus award of up to 35% of his then-current base salary. The bonus award, if any, will be determined by the Company’s Board of Directors. Mr. Gengos is entitled to receive a one-time sign-on bonus of \$100,000 and reimbursement for all ordinary and reasonable out-of-pocket expenses, subject to the terms set forth in the Employment Agreement.

In connection with his appointment, Mr. Gengos is entitled to receive a stock option to purchase 154,000 shares of the Company’s common stock, par value \$0.001 per share (“Common Stock”), at an exercise price equal to the closing price of the Common Stock on the NASDAQ Capital Market on the date of grant of the stock option. The stock option will have a ten-year term and will vest over approximately four years, subject to continued service with the Company through the applicable vesting dates, and will vest as to 25% of the shares underlying the stock option on the first anniversary of the commencement of Mr. Gengos’s employment with the Company and as to an additional 1/48th of the shares underlying the stock option monthly thereafter.

In the event of a change of control (as defined in the Employment Agreement) of the Company where Mr. Gengos’s employment is terminated by the Company without cause or on account of Mr. Gengos’s death or permanent disability (as defined in the Employment Agreement) or Mr. Gengos resigns for good reason (as defined in the Employment Agreement) within the 12-month period that immediately follows or 30-day period immediately prior to the change of control, all of his unvested stock options will accelerate and become fully vested. As a condition of employment, Mr. Gengos has entered into a Non-Competition and Non-Solicitation Agreement and an Invention and Non-Disclosure Agreement with the Company. Mr. Gengos will also enter into an Indemnification Agreement with the Company relating to his employment.

Under the terms of the Employment Agreement, Mr. Gengos’s employment with the Company may be terminated at any time, with or without cause and with prior notice, by either Mr. Gengos or the Company. If the Company terminates Mr. Gengos’s employment without cause or Mr. Gengos terminates his employment for good reason, he will be entitled to receive within 60 days following termination (1) continuation of his then-current base salary for a period of six months, which will be payable in accordance with the Company’s payroll practices and procedures, (2) group medical insurance pursuant to the COBRA law, subject to the terms set forth in the Employment Agreement, and (3) a lump-sum payment equal to the prorated portion of Mr. Gengos’s current target bonus for the fiscal year in which he is terminated.

The foregoing description of the Employment Agreement is qualified in its entirety by the text of the Employment Agreement, attached hereto as Exhibit 10.1.

There are no transactions to which the Company is a party and in which Mr. Gengos has a material interest that are required to be disclosed under Item 404(a) of Regulation S-K. Mr. Gengos has not previously held any positions with the Company and has no family relationship with any directors or executive officers of the Company.

Item 8.01 Other Events

On October 10, 2017, the Company issued a press release announcing the hiring of Mr. Gengos, described above, as well as the hiring of Adam Thomas as Chief Human Resources Officer. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement, dated as of September 4, 2017, by and between the Company and Andrew W. Gengos.
99.1	Press Release, dated October 10, 2017.

SIGNATURES

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

SYNLOGIC, INC.

By: /s/ Todd Shegog
Todd Shegog
Chief Financial Officer

Date: October 10, 2017



Synlogic, Inc.
200 Sidney Street, Suite 320
Cambridge, MA 02139

September 1, 2017

Andrew Gengos

Re: Employment Letter Agreement

Dear Andrew

I am pleased to provide you with the terms and conditions of your employment by Synlogic, Inc. a Delaware corporation, Inc. (the "Company").

1. **Position.** Your position will be Chief Operating Officer (COO) and Head of Corporate Development, reporting to the Company's Chief Executive Officer. In addition to performing duties and responsibilities associated with the position of COO and Head of Corporate Development, from time to time the Company may assign you other related duties and responsibilities consistent with such position.
2. **Start Date.** It is expected that your employment will start on October 9, 2017, but no later than October 30, 2017 (the "Start Date").
3. **Nature of Relationship; Status.**
 - (a) No provision of this Agreement shall be construed to create an express or implied employment contract for a specific period of time. Either you or the Company may terminate the employment relationship at any time and for any reason upon written notice to the other party as set forth herein.
 - (b) You will be expected to devote the necessary full-time business time and energies to the business and affairs of the Company in order to perform your duties and you shall perform the foregoing services at the principal office of the Company, or at any other location mutually agreed upon by you and the Company. Notwithstanding the foregoing,

you may devote reasonable business time and efforts to not-for-profit services, civic activities, and one (1) board position in a non-competing, for-profit company during the first two year period following the Start Date and up to two (2) board positions in non-competing, for-profit companies thereafter, subject in all cases to advanced approval by the CEO and provided that the activities do not contravene your Related Agreements (defined below), and so long as such time and efforts do not interfere with your obligations to the Company under this letter or the Related Agreements.

4. Compensation

(a) Base Salary. Your initial salary during will be at the rate of \$33,166 per month, annualized at \$398,000, which shall be prorated for any partial year, month or week. You will be eligible for an increase at the same time of salary increases of other executives, and any increase made in 2018 shall be adjusted to take into account the Start Date.

(b) Sign-on Bonus. In addition, you will be entitled to a one-time sign-on bonus of \$100,000, subject to applicable withholdings, included with your first regular payroll payment following your Start Date. This amount shall be reimbursed net of applicable company withholdings in its entirety should you leave the Company within 12-months of the Start Date or are terminated by the Company for Cause.

(c) Bonus Opportunity. You will have the opportunity to earn a bonus of up to thirty five percent (35%) of your annual base salary per year, based on the achievement of or progress toward individual departmental and/or corporate objectives and goals, as reasonably determined by the Board of Directors (the "Board"), provided that to be eligible for any such bonus, you must be employed by the Company in good standing at the time such bonus is awarded. The bonus, if any, for fiscal 2017 shall be pro-rated from the Start Date.

(d) Equity. Subject to the terms of the Company's then applicable equity incentive plan ("Incentive Plan") and form of option agreement, and subject to approval by the Board of Directors of the Company at the first regularly scheduled meeting following the Start Date, you will be granted an option to purchase an aggregate of one hundred fifty four thousand (154,000) shares of common stock, at an exercise price per share equal to the Fair Market Value (as defined in the Incentive Plan) of the Common Stock on the date of the grant, intended to qualify as an "incentive stock option" to the maximum extent allowed under Section 422 of the Internal Revenue Code. The option will vest as to one-fourth (1/4th) of the shares, on the first anniversary of the Start Date, and the remainder will vest at one-forty-eighth (1/48th) per month thereafter. All tax consequences resulting from the grant, vesting, or exercise of the option to or by you, or from the disposition by

you of such shares of Common Stock, will be your responsibility. You also will be eligible for annual equity grants at the same time when other executives receive these grants. Any annual grant made for 2017 fiscal year performance shall be adjusted to take into account to the Start Date.

(e) Expenses. You will be entitled to reimbursement for all ordinary and reasonable out-of-pocket business expenses that are reasonably incurred by you in furtherance of the Company's business, following submission of reasonably detailed receipts.

5. Benefits.

(a) Vacation. You will be eligible for four (4) weeks paid vacation on top of the standard Massachusetts vacation days. Vacation eligibility will accrue at a rate of five (5) days per fiscal quarter of service, and up to five (5) unused vacation days may be carried over from one year to the next year.

(b) Benefits. You will be eligible to participate in the benefits provided by the Company to its employees. Where any particular benefit is governed by a formal plan document, your eligibility and coverage will be determined by such document, and the Company may change its benefit offerings from time to time in its discretion to meet its business needs. The Company retains the right to change, add or cease any particular benefit.

6. Confidentiality, Inventions and Non-Competition. The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will become parties to an Invention and Non-Disclosure Agreement substantially in the form of Attachment A-1 to this letter (the "Non-Disclosure Agreement") and a Non-Competition and Non-Solicitation Agreement substantially in the form of Attachment A-2 to this letter (the "Non-Compete Agreement", and together with the Non-Disclosure Agreement, the "Related Agreements").

7. Termination and Severance. Your employment may be terminated by you or the Company as follows:

(a) the Company may terminate your employment for "Cause" (as defined below) upon written notice to you effectively immediately, in which case you will not be entitled to receive any form of payment other than your earned compensation through your date of separation and reimbursable expenses;

(b) you may terminate your employment voluntarily other than for “Good Reason” (as defined below) upon at least thirty (30) days’ prior written notice to the Company, in which case you will not be entitled to receive any form of payment other than your earned compensation through your date of separation and reimbursable expenses; and

(c) (i) the Company may terminate your employment other than for “Cause” upon at least thirty (30) days’ prior written notice to you and (ii) you may terminate your employment voluntarily for “Good Reason” upon at least thirty (30) days’ prior written notice to the Company, whereupon, in each case subject to and conditioned upon your execution and delivery to the Company of a formal separation agreement (which will contain, among other obligations, your release of all claims against the Company and confidentiality/non-disparagement provisions), the Company will: (A) pay you salary continuation payments at your then Base Salary rate for a period of six (6) months (the “Severance Period”) following the termination of your employment, in accordance with the Company’s regularly established payroll procedure (the “Severance Payments”), and (B) provided you are eligible for and timely elect to continue receiving group medical insurance pursuant to the “COBRA” law, continue to pay the share of the premium for health coverage that is paid by the Company for active and similarly-situated employees who receive the same type of coverage until the earlier of (i) the last day of the Severance Period, or (ii) the date on which you become eligible for healthcare insurance with a subsequent employer, unless the Company’s provision of such COBRA payments will violate the nondiscrimination requirements of applicable law, in which case this benefit will not apply. In addition, within sixty (60) days following such resignation or termination, as applicable, the Company will pay you a lump-sum payment equal to the prorated portion of your current target bonus for the fiscal year in which you are terminated (with such prorated portion determined by the number of days you were employed during such fiscal year). To the extent applicable, the Severance Payments, “COBRA” payments and lump-sum payment will commence (or, in the case of the lump-sum payment, be paid) within sixty (60) days after your termination, and once they commence, will include any unpaid amounts accrued from the date of your termination; provided, that, if such 60-day period spans two calendar years, then such payments in any event will commence, or if applicable, be paid in the second calendar year.

(d) For purposes of this letter, “Cause” means (i) your conviction of a felony, your plea of guilty or “no contest” to a felony, or your confession of guilt to a felony, in each case whether or not in connection with the performance of your duties to the Company, (ii) any act or omission by you which constitutes willful misconduct or negligence that results in loss, damage or injury to the Company or its prospects, including, but not limited to (A) disloyalty, dishonesty or a breach of fiduciary duty to the Company or its shareholders, (B) theft, fraud, embezzlement or other illegal conduct, or (C) deliberate

disregard of a rule or policy of the Company, (iii) your failure, refusal or unwillingness to perform, to the reasonable satisfaction of the Board determined in good faith, any duty or responsibility assigned to you in connection with the performance of your duties hereunder, which failure of performance continues for a period of more than two weeks after written notice thereof has been provided to you by the Board, such notice to set forth in reasonable detail the nature of such failure of performance, or (iv) the material breach by you of any of the provisions of this letter or the Related Agreements.

(e) For purposes of this letter, “Good Reason” means, in the context of your resignation from your employment position with the Company, a resignation that occurs within thirty (30) days following: (i) a change in the principal location at which you provide services to the Company beyond fifty (50) miles from Cambridge, MA; (ii) a reduction in your compensation or a material reduction in your benefits, except such a reduction in connection with a general reduction in compensation or other benefits of all senior executives of the Company; (iii) a material breach of this letter by the Company that has not been cured within ten (10) days after written notice thereof by you to the Company; or (iv) a failure by the Company to obtain the assumption of this letter by any successor to the Company.

(f) In the event of your death or permanent disability (as defined below) while you are employed by the Company, your employment hereunder shall immediately and automatically terminate and the Company shall pay to you or your personal representative or designated beneficiary or, if no beneficiary has been designated by you, to your estate, any earned and unpaid base salary, pro-rated through the date of your death or permanent disability. For purposes of this letter, “permanent disability” shall mean your inability, due to physical or mental illness or disease, to perform the functions then performed by you for one hundred eighty (180) consecutive days, accompanied by the likelihood, in the opinion of a physician chosen by the Company and reasonably acceptable to you, that you will be unable to perform such functions within the reasonably foreseeable future; provided that the foregoing definition shall not include a disability for which the Company is required to provide reasonable accommodation pursuant to the Americans with Disabilities Act or other similar statute or regulation.

(g) The time for payment, or schedule for payment, of any severance payments due hereunder may not be accelerated, except as provided for in the Treasury Regulations promulgated under Section 409A of the Internal Revenue Code of 1986 (the “Code”), or any law replacing or superseding such Section or regulations. Notwithstanding the preceding provisions of this Section 6(d), in the case that you are deemed a “specified employee” (as defined in Section 409A(2)(B)(i) of the Code), no severance payment may

be made earlier than the date which is six (6) months after the termination of employment hereunder (or, if earlier, the date of the death of the Executive) if and to the extent required by applicable law or other rules of any stock exchange upon which any of shares of the Company's capital stock are then traded.

8. Change of Control.

(a) In the event that, within the twelve (12) month period that immediately follows or the 30 day period immediately prior to a Change in Control (as defined below), your employment with the Company is terminated: (i) on account of your death or Permanent Disability, (ii) by the Company without Cause, or (iii) as a result of your resignation for Good Reason, then all of your then unvested Incentive Units (or outstanding unvested restricted stock and/or options to purchase shares of the Company's Common Stock) shall accelerate and become fully vested. As used herein, "Change in Control" shall mean the (i) the sale of the Company or LLC by merger in which the shareholders of the Company in their capacity as such no longer own a majority of the outstanding equity securities of the Company (or its successor); (ii) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction); or (iii) any other acquisition of the business of the Company or LLC, as determined by the Company's Board of Directors in their sole discretion. For the avoidance of doubt, in no event shall a bona fide equity or debt financing of the Company, including a financing in which greater than 50% of the Company's outstanding equity securities are acquired by a third-party, or a reorganization required to effect an initial public offering, be deemed a "Change in Control" for purposes of this letter.

(b) In connection with a Change of Control, the Company agrees to give due consideration to obtaining such vote by disinterested shareholders (and/or members) as may be necessary such that Section 280G of the Code and the applicable IRS regulations thereunder, will not apply to any compensation, payment or distribution by the Company to you in connection with such Change of Control.

9. General.

(a) Entire Agreement. This letter, together with the Related Agreements, will constitute our entire agreement as to your employment by or consultancy for the Company and will supersede any prior agreements or understandings, whether in writing or oral.

(b) Notices. All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and will be either (i) delivered

by hand, (ii) sent by overnight courier, (iii) sent by registered mail, return receipt requested, postage prepaid (iv) sent by facsimile, electronic mail or electronic PDF transmission, in each case with confirmation retained. All notices, requests, consents and other communications hereunder will be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, (iii) if sent by registered mail, on the fifth business day following the day such mailing is made or (iv) when confirmation is received, if sent by facsimile or electronic transmission.

(c) Modifications and Amendments. The terms and provisions of this letter may be modified or amended only by written agreement executed by the parties hereto.

(d) Waivers and Consents. The terms and provisions of this letter may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this letter, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(e) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. You may not assign your rights and obligations under this letter without the prior written consent of the Company and any such attempted assignment by you without the prior written consent of the Company will be void.

(f) Benefit. All statements, representations, warranties, covenants and agreements in this letter will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this letter will be construed to create any rights or obligations except between the Company and you, and no person or entity other than the Company will be regarded as a third party beneficiary of this letter.

(g) Governing Law. This letter and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the law of The Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

(h) Jurisdiction, Venue and Service of Process. Any legal action or proceeding with respect to this letter will be brought in the courts of The Commonwealth of Massachusetts (or, if appropriate, a federal court located within The Commonwealth of Massachusetts). By execution and delivery of this letter, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.

(i) WAIVER OF JURY TRIAL. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF THE COMPANY AND YOU WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

(j) Counterparts. This letter may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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You may accept this offer of employment and the terms and conditions thereof by signing the enclosed additional copy of this letter and each of the Related Agreements, which execution will evidence your agreement with the terms and conditions set forth herein and therein, and returning them to the Company; provided that the provisions of this offer of employment are contingent upon completion of a background check and receipt of appropriate documentation of your work status.

Sincerely,

SYNLOGIC, INC.

By: /s/ Adam J. Thomas

Name: Adam J. Thomas

Title: Chief Human Resources Officer

Accepted and Approved:

/s/ Andrew Gengos

Name: Andrew Gengos

Date: Sept 4, 2017

**MEDIA CONTACT:**

Synlogic
Courtney Heath
Phone: 617-872-2462
Email: courtney@scientpr.com

INVESTOR CONTACT:

Synlogic
Elizabeth Wolffe, Ph.D.
Phone: 617-207-5509
Email: liz@synlogictx.com

Synlogic Strengthens Leadership Team with Appointment of Chief Operating Officer and Chief Human Resources Officer

Cambridge, Mass. (Business Wire) October 10, 2017 – Synlogic ([Nasdaq: SYBX](#)) announced the addition of two experienced executives to key leadership roles: Andrew Gengos as Chief Operating Officer and Head of Corporate Development, and Adam Thomas as Chief Human Resources Officer.

“We are very pleased to welcome Andrew and Adam to Synlogic, both of whom bring broad industry experience with leading biotech and pharmaceutical companies,” said JC Gutiérrez-Ramos, Ph.D., Synlogic’s president and chief executive officer. “We look forward to their leadership as we continue to develop the breadth and potential of our platform of Synthetic Biotic™ medicines, through our programs for the treatment of inborn errors of metabolism, with clinical data expected later this year and in 2018, as well as through the treatment of more common diseases, including liver disease, inflammatory and immune disorders, and cancer.”

Andrew Gengos, who will be responsible for all corporate and business development activities at Synlogic, brings over 25 years of senior leadership experience in the biotechnology and pharmaceutical industries, holding key positions at companies focused on advancing innovative products and technologies. Mr. Gengos served for more than seven years as Vice President, Strategy and Corporate Development at Amgen, where he managed all business development activities, led the execution of strategic projects and supported the long-range planning process for the company. Prior to that, he served as Vice President, Chief Financial Officer and Chief Business Officer of Dynavax Technologies where he was responsible for all business and finance activities. Earlier in his career, Mr. Gengos served as Vice President of Strategy at Chiron Corporation (now Novartis) and as a Senior Engagement Manager at McKinsey & Company. Prior to joining Synlogic, Mr. Gengos served as President and CEO of Neoralus Pharmaceuticals and, most recently, as President and CEO of ImmunoCellular Therapeutics, an immunology company pursuing treatments for glioblastoma. Mr. Gengos holds an M.B.A. degree from the UCLA Anderson School of Management and a B.S. degree in chemical engineering from the Massachusetts Institute of Technology.

Adam Thomas has spent more than 20 years in human resources helping leading companies recruit and retain top talent. Prior to joining Synlogic, Mr. Thomas served as Vice President and



Head of Human Resources for Research and Development at Shire during a period when the company underwent major expansion, doubling the size of its research and development workforce in Massachusetts. Before joining Shire, Mr. Thomas served as Head of Human Resources for Research, Development, and Engineering for S.C. Johnson and Company. Earlier in his career Mr. Thomas served as director in various human resources functions at Pfizer. Mr. Thomas holds an M.B.A. from Boston University, a Bachelor of Laws degree (LL.B.) from the University of Edinburgh and an M.A. from the University of the West of England.

About Synthetic Biotic Medicines

Synlogic's innovative new class of Synthetic Biotic medicines leverages the tools and principles of synthetic biology to genetically engineer probiotic microbes to perform or deliver critical functions missing or damaged due to disease. The company's two lead programs target a group of rare metabolic diseases – inborn errors of metabolism (IEM). Patients with these diseases are born with a faulty gene, inhibiting the body's ability to break down commonly occurring by-products of digestion that then accumulate to toxic levels and cause serious health consequences. When delivered orally, these medicines can act from the gut to compensate for the dysfunctional metabolic pathway and have a systemic effect. Synthetic Biotic medicines are designed to clear toxic metabolites associated with specific metabolic diseases and have the potential to significantly improve symptoms of disease for affected patients.

About Synlogic

Synlogic is pioneering the development of a novel class of living medicines, Synthetic Biotic medicines, based on its proprietary drug development platform. Synlogic's initial pipeline includes Synthetic Biotic medicines for the treatment of rare genetic diseases, such as Urea Cycle Disorders (UCD) and Phenylketonuria (PKU). In addition, the company is leveraging the broad potential of its platform to create Synthetic Biotic medicines for the treatment of more common diseases, including liver disease, inflammatory and immune disorders, and cancer. Synlogic is collaborating with AbbVie to develop Synthetic Biotic-based treatments for inflammatory bowel disease (IBD). For more information, please visit www.synlogictx.com.

Forward-Looking Statements

This press release contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this press release regarding strategy, future operations, future financial position, future revenue, projected expenses, prospects, plans and objectives of management are forward-looking statements. In addition, when or if used in this press release, the words "may," "could," "should," "anticipate," "believe," "estimate," "expect," "intend," "plan," "predict" and similar expressions and their variants, as they relate to Synlogic may identify forward-looking statements. Examples of forward-looking statements, include, but are not limited to, statements regarding the potential of Synlogic's platform to develop therapeutics to address a wide range of diseases including inborn errors of metabolism, liver disease, inflammatory and



immune disorders, and cancer, the future clinical development of Synthetic Biotic medicines and the approach Synlogic is taking to discover and develop novel therapeutics using synthetic biology. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, the uncertainties inherent in the preclinical development process, the ability of Synlogic to protect its intellectual property rights and legislative, regulatory, political and economic developments, as well as those risks identified under the heading "Risk Factors" in Synlogic's filings with the SEC. The forward-looking statements contained in this press release reflect Synlogic's current views with respect to future events. Synlogic anticipates that subsequent events and developments will cause its views to change. However, while Synlogic may elect to update these forward-looking statements in the future, Synlogic specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing Synlogic's view as of any date subsequent to the date hereof.

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