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 7, 2018**

Millendo Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-35890**	**45-1472564**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

301 North Main Street, Suite 100
Ann Arbor, Michigan **48104**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(734) 845-9000**

OvaScience, Inc.
9 Fourth Avenue
Waltham, Massachusetts 02451
(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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On December 7, 2018, immediately following the closing of the Merger (as defined in Item 2.01 of this Current Report on Form 8-K), Millendo Therapeutics, Inc., formerly known as "OvaScience, Inc." (the "***Company***") entered into indemnification agreements with each of its directors and executive officers: Carol G. Gallagher, Pharm.D, Mary Lynne Hedley, Ph.D., Carole Nuechterlein, Julia C. Owens, Ph.D., John Howe, III, M.D., Randall W. Whitcomb, M.D., James Hindman, Habib J. Dable, Jeffery M. Brinza, Pharis Mohideen, M.D., and Louis J. Arcudi III.

The indemnification agreement requires that the Company, under the circumstances and to the extent provided for therein, indemnify such persons to the fullest extent permitted by applicable law against certain expenses, judgments, settlements and other amounts incurred by any such person as a result of such person being, or threatened to be, made a party to or participant in certain actions, suits and proceedings by reason of the fact that such person is or was a director or officer of the Company. The indemnification agreement also requires that the Company, under the circumstances and to the extent provided for therein, indemnify such persons to the fullest extent permitted by applicable law against certain expenses if such person is, or is threatened to be made, a party to or participant in a proceeding by or in the right of the Company to procure a judgment in its favor. The rights of each person who is a party to an indemnification agreement are not exclusive of any other rights to which such person may be entitled under applicable law, the Company's certificate of incorporation, the Company's bylaws, any other agreement, a vote of the Company's stockholders, a resolution adopted by the Company's board of directors or otherwise.

The foregoing description of the indemnification agreement is not complete and is subject to and qualified in its entirety by reference to the indemnification agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On December 7, 2018, the Company completed its reverse merger with what was then known as "Millendo Therapeutics, Inc." ("***Private Millendo***") in accordance with the terms of the Agreement and Plan of Merger and Reorganization dated as of August 8, 2018, as amended on September 25, 2018 and November 1, 2018 (the "***Merger Agreement***"), by and among the Company, Private Millendo and Orion Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("***Merger Sub***"), pursuant to which, among other matters, Merger Sub merged with and into Private Millendo, with Private Millendo continuing as a wholly owned subsidiary of the Company and the surviving corporation of the merger (the "***Merger***"). On December 6, 2018, in connection with, and prior to the completion of, the Merger, the Company effected a 1-for-15 reverse stock split of its common stock (the "***Reverse Stock Split***"), and immediately following the Merger, the Company changed its name to "Millendo Therapeutics, Inc." Following the completion of the Merger, the business conducted by the Company became primarily the business conducted by Private Millendo, which is a biopharmaceutical company focused on developing novel treatments for orphan endocrine diseases.

Under the terms of the Merger Agreement, the Company issued shares of its common stock to Private Millendo's stockholders, at an exchange ratio of 0.0744 shares of Company common stock, after taking into account the Reverse Stock Split, for each share of Private Millendo common stock outstanding immediately prior to the Merger. The exchange ratio was determined through arm's-length negotiations between the Company and Private Millendo. The Company also assumed all of the stock options outstanding under the Private Millendo 2012 Equity Incentive Plan, as amended (the "***Private Millendo Plan***"), with such stock options henceforth representing the right to purchase a number of shares of Company common stock equal to 0.0744 multiplied by the number of shares of Private Millendo common stock previously represented by such options. The Company also assumed the Private Millendo Plan.

Immediately prior to the Merger, Private Millendo issued and sold an aggregate of approximately $29.5 million of shares of Private Millendo common stock (the "***Pre-Closing Financing***") to certain existing stockholders of Private Millendo. The issuance of the shares of the Company's common stock to the former stockholders of Private Millendo (other than shares of the Company's common stock issued in exchange for the shares of Private Millendo common stock issued pursuant to the Pre-Closing Financing) was registered with the U.S. Securities and Exchange Commission (the "***SEC***") on Registration Statement on Form S-4, as amended (Reg. No. 333-227547) (the "***Registration Statement***").

The Company's shares of common stock listed on The Nasdaq Capital Market, previously trading through the close of business on Friday, December 7, 2018 under the ticker symbol "OVAS," commenced trading on The Nasdaq Capital Market, on a post-Reverse Stock Split adjusted basis, under the ticker symbol "MLND," on Monday, December 10, 2018. The Company's common stock has a new CUSIP number, 60040X 103.

The Merger Agreement and related amendments are attached as Exhibits 2.1, 2.2 and 2.3 hereto and are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

Following the closing of the Merger, on December 7, 2018, the Company issued and sold an aggregate of 1,230,158 shares of the Company's common stock (the "***Post-Closing Financing***") to an institutional investor (the "***Post-Closing Financing Investor***") for $16.258065 per share, for total gross proceeds of approximately $20.0 million, pursuant to a stock purchase agreement the Company entered into with Private Millendo and the Post-Closing Financing Investor (as amended from time to time, the "***Purchase Agreement***").

The Company sold the shares of common stock issued in the Post-Closing Financing without registration under the Securities Act of 1933, as amended (the "***Securities Act***"), or applicable state securities laws, in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act promulgated thereunder, and in reliance on similar exemptions under applicable state securities laws for transactions by an issuer not involving any public offering. The resale of the Company's common stock are registered pursuant to a resale Registration Statement on Form S-3, as amended (Reg. No. 333-228209). These registration rights granted under the Registration Rights Agreement dated as of November 1, 2018 (the "***Registration Rights Agreement***") are subject to certain conditions and limitations, including the Company's right to withdraw the resale registration statement on Form S-3 under certain circumstances. The registration rights granted in the Registration Rights Agreement are subject to customary indemnification and contribution provisions.

The foregoing descriptions of the Purchase Agreement, related amendment and Registration Rights Agreement do not purport to be complete and are qualified in their entirety by the full text thereof, which are filed as Exhibits 10.2, 10.3 and 10.4, respectively, to this Current Report and incorporated by reference into this Item 3.02.

Item 3.03. Material Modification to Rights of Security Holders.

As previously disclosed, at the special meeting of the Company's stockholders held on December 4, 2018, the Company's stockholders approved an amendment to the amended and restated certificate of incorporation of the Company to effect the Reverse Stock Split of the Company's common stock, and approved an amendment to the amended and restated certificate of incorporation of the Company to change the Company's name from "OvaScience, Inc." to "Millendo Therapeutics, Inc."

On December 6, 2018, in connection with, and prior to, the completion of the Merger, the Company filed an amendment to the amended and restated certificate of incorporation with the Secretary of State of the State of Delaware to effect the Reverse Stock Split. As a result of the Reverse Stock Split, the number of issued and outstanding shares of the Company's common stock immediately prior to the Reverse Stock Split were reduced into a smaller number of shares, such that every 15 shares of the Company's common stock held by a stockholder immediately prior to the Reverse Stock Split were combined and reclassified into one share of the Company's common stock. Immediately following the Reverse Stock Split and the Merger, there were 11,684,154 shares of the Company's common stock outstanding. Immediately following the Post-Closing Financing, there were 12,914,312 shares of the Company's common stock outstanding.

No fractional shares were issued in connection with the Reverse Stock Split. Any fractional shares resulting from the Reverse Stock Split will be rounded down to the nearest whole number and each stockholder who would otherwise be entitled to a fraction of a share of common stock upon the Reverse Stock Split (after aggregating all fractions of a share to which such stockholder would otherwise be entitled) shall, in lieu thereof, be entitled to receive a cash payment in an amount equal to the fraction to which the stockholder would otherwise be entitled multiplied by the closing price of the Company's common stock on The Nasdaq Capital Market on December 4, 2018.

On December 7, 2018, in connection with, and immediately following, the Merger, the Company filed an amendment to the amended and restated certificate of incorporation with the Secretary of State of the State of Delaware to change the Company's name from "OvaScience, Inc." to "Millendo Therapeutics, Inc."

The foregoing descriptions of the amendment to the amended and restated certificate of incorporation and the amendment to the amended and restated certificate of incorporation are not complete and are subject to and qualified in their entirety by reference to the amendment to the amended and restated certificate of incorporation and the amendment to the amended and restated certificate of incorporation, copies of which are attached as Exhibit 3.1 and Exhibit 3.2, respectively, hereto and are incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Pursuant to the Merger Agreement, all of the directors of the Company prior to the Merger, other than Dr. Howe, resigned as directors immediately prior to the effective time of the Merger. The Board then appointed, effective as of the effective time of the Merger, seven designees selected by Private Millendo, each to serve as directors in staggered classes agreed upon by the Company and Private Millendo prior to the completion of the Merger, with two of Private Millendo's designees appointed to the class whose term expires in 2019, three of the of Private Millendo's designees appointed to the class whose term expires in 2020 and the other of Private Millendo's designees appointed to the class whose term expires in 2021.

In accordance with the Merger Agreement, on December, 7, 2018, immediately prior to the effective time of the Merger, Richard Aldrich, Jeffrey D. Capello, Mary Fisher, Marc Kozin, Christopher Kroeger, M.D., M.B.A. and John Sexton, Ph.D. resigned from the Company's board of directors and any respective committees of the board of directors to which they belonged. Also on December 7, 2018, Dr. Howe, the sole remaining director, resigned from any committees of the board of directors to which he belonged, apart from the Audit Committee.

Effective as of the effective time of the Merger, the board of directors appointed Dr. Owens as a Class I director, whose term will expire at the 2019 annual meeting of stockholders, Dr. Gallagher as a Class III director, whose term expires at the Company's 2021 annual meeting of stockholders, Ms. Nuechterlein as a Class II director, whose term will expire at the 2020 annual meeting of stockholders, Mr. Hindman as a Class II director, whose term will expire at the 2020 annual meeting of stockholders, Dr. Whitcomb as a Class II director, whose term will expire at the 2020 annual meeting of stockholders, Mr. Dable as a Class III director, whose term expires at the Company's 2021 annual meeting of stockholders, and Dr. Hedley as a Class I director, whose term will expire at the 2019 annual meeting of stockholders. Dr. Howe remains as a Class I director, whose term will expire at the 2019 annual meeting of stockholders.

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

(b) In accordance with the Merger Agreement, on December 7, 2018, immediately prior to the effective time of the Merger, Mr. Aldrich, Mr. Capello, Ms. Fisher, Mr. Kozin, Dr. Kroeger and Dr. Sexton resigned from the Company's board of directors and any respective committees of the board of directors on which they served, which resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices.

Also on December 7, 2018, immediately prior to the effective time of the Merger, Dr. Kroeger, the Company's President and Chief Executive Officer, Jonathan Gillis, the Company's Senior Vice President of Finance, and James Lillie, the Company's Chief Scientific Officer, resigned as officers of the Company.

(c) On December 7, 2018, effective as of the effective time of the Merger, the Company's board of directors appointed Dr. Gallagher as the Chair of the Company's board of directors, Dr. Owens as the Company's President and Chief Executive Officer, Mr. Arcudi as the Company's Chief Financial Officer and Treasurer, Dr. Mohideen as the Company's Chief Medical Officer and Mr. Brinza as the Company's Secretary, Chief Administrative Officer and General Counsel, each to serve at the discretion of the Company's board of directors. There are no family relationships among any of the Company's directors and executive officers.

Julia C. Owens, Ph.D. is one of the co-founders of Private Millendo and has served as Private Millendo's President and Chief Executive Officer and as a member of Private Millendo's board of directors since its inception in January 2012. From 2010 to May 2012, Dr. Owens served as the Senior Vice President of Corporate Development and Strategy at Lycera Corp., a biopharmaceutical company. Prior to that, from 2004 to 2010, Dr. Owens served in a number of business development positions at QuatRx Pharmaceuticals Co., a biopharmaceutical company, including as Head of Business Development from 2009 to 2010. From 1999 to 2004, Dr. Owens served in a number of business development positions at Tularik Inc., a biotechnology company, which was acquired by Amgen, Inc. in 2004. Prior to that, from July to October 1999, Dr. Owens served as a Licensing Officer in the Office of Technology Management at the University of California, San Francisco. Dr. Owens received a B.S. in Chemistry and a B.A. in Molecular and Cellular Biology from the University of California, Berkeley, and a Ph.D. in Biochemistry from the University of California, San Francisco.

Private Millendo entered into an employment agreement with Dr. Owens in July 2012 setting forth the terms of her employment. Dr. Owens was entitled to an initial annual base salary of $300,000, which has been subsequently increased, most recently as of January 1, 2018, to $432,600. Pursuant to the agreement, Dr. Owens was granted a stock option to

purchase 1,108,867 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 82,499 shares of the Company's common stock) in August 2012, under which 25% of the shares underlying the option would vest after 12 months of employment, and the remaining shares underlying the option would vest in equal monthly installments over 36 months following July 25, 2013, subject to Dr. Owens' continued service, all shares of which were fully vested as of July 25, 2016. Dr. Owens was granted a stock option to purchase 2,037,648 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 151,600 shares of the Company's common stock) in January 2016, and a stock option to purchase 2,350,000 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 174,839 shares of the Company's common stock) in August 2018. Both of these options will vest and become exercisable as follows: 25% of the option will vest and become exercisable on the one-year anniversary of the applicable vesting commencement date, and the remaining shares underlying the option will vest in equal monthly installments over 36 months thereafter, subject to Dr. Owens' continued service. Pursuant to Dr. Owens' option awards, if Dr. Owens' employment with Private Millendo (or any parent or subsidiary or successor of Private Millendo, including the Company) ends within six months prior to or within 12 months following a change in control of Private Millendo due to her resignation for "good reason" or her termination by Private Millendo other than for "cause," death or disability, then her January 2016 and August 2018 options will accelerate in full. Dr. Owens is also eligible to receive an annual performance bonus with a target bonus of $216,300 for 2018, less applicable withholdings, with any such bonus to be determined at the sole discretion of Private Millendo's board of directors. In December 2018, Dr. Owens was granted a one-time discretionary bonus of $50,000.

Pursuant to her employment agreement, if Dr. Owens' employment with Private Millendo ends due to her resignation for "good reason" or her termination by Private Millendo other than for "cause," prior to a change in control of Private Millendo or within 12 months following a change in control, she is entitled to (1) continued payment of her base salary then in effect for six months following her termination (plus an additional month of severance for each full year of employment up to a maximum of 12 months) and (2) payment of premiums for continued health benefits to her and her dependents under COBRA for six months following her termination (plus an additional month of vesting for each full year of employment up to a maximum of 12 months of vesting). In addition, pursuant to her employment agreement, if Dr. Owens' employment with Private Millendo ends due to her resignation for "good reason" or her termination by Private Millendo other than for "cause," (a) Dr. Owens' vesting of outstanding stock options will accelerate up to such number of shares subject to her option as would have vested had her employment continued for an additional six months (plus an additional month of vesting for each full year of employment, up to a maximum of 12 months) and (b) upon or within 12 months following a change in control, she is entitled to aforementioned payments, as well as 100% of her unvested stock that will vest, provided, that, her option is assumed or an equivalent option is substituted by Private Millendo or its successor, following a change in control. Dr. Owens' benefits are conditioned, among other things, on her complying with her post-termination obligations under her employment agreement and signing a general release of claims in Private Millendo's favor.

Louis J. Arcudi III has served as the Chief Financial Officer of Private Millendo since November 2018. Mr. Arcudi brings more than 20 years of financial and operational experience to Private Millendo. From December 2007 through October 2018, he served as Senior Vice President of Operations and Chief Financial Officer at Idera Pharmaceuticals. Prior to Idera, from June 2002 to December 2007, he served as Vice President of Finance and Administration for Peptimmune, Inc. where he handled all financial business and operations. Mr. Arcudi obtained an MBA from Bryant College and a B.S. in accounting and information systems from the University of Southern New Hampshire.

Pursuant to Mr. Arcudi's November 2018 offer letter with Private Millendo, during his employment with Private Millendo, Mr. Arcudi has the customary duties applicable to his position as Chief Financial Officer. Mr. Arcudi receives an annual base salary of $350,000 and is eligible to receive an annual performance bonus of up to 40% of such base salary, less applicable withholdings, to be determined at the sole discretion of Private Millendo's Board. During his employment, Mr. Arcudi is eligible to participate in Private Millendo's applicable benefit plans as offered to other similarly situated employees. Subject generally to Mr. Arcudi's continued employment as Private Millendo's Chief Financial Officer (including continued service as the Company's Chief Financial Officer), Mr. Arcudi was granted a stock option to purchase 74,400 shares of the Company's common stock under the Company's 2012 Plan, as amended, in December 2018, which will vest and become exercisable as follows: 25% of the option will vest and become exercisable after 12 months of employment, and the remaining shares underlying the option would vest in equal monthly installments over 36 months following November 1, 2019, subject to Mr. Arcudi's continued service. If Mr. Arcudi's employment with Private Millendo (or any parent or subsidiary or successor of Private Millendo, including the Company) ends within three months prior to or within 12 months following a change in control of Private Millendo due to his resignation for "good reason" or his termination by Private Millendo other than for "cause," death or disability, then his options will accelerate in full.

Pursuant to his offer letter, if, three months prior to a change in control of Private Millendo or within 12 months following a change in control, Mr. Arcudi's employment with Private Millendo ends due to his resignation for "good reason," his termination by Private Millendo other than for "cause" or as a result of his death or disability, he is entitled to (1) continued payment of his base salary then in effect for twelve months following his termination and (2) payment of premiums for continued health benefits to him and his dependents under COBRA for up to 12 months following his termination. Mr. Arcudi's benefits are conditioned, among other things, on his complying with his post-termination obligations under his offer letter, signing a general release of claims in Private Millendo's favor and resigning from all positions that he holds with Private Millendo.

Pharis Mohideen, M.D. has served as the Chief Medical Officer of Private Millendo since October 2014. Prior to that, from June 2012 to October 2014, Dr. Mohideen served as the Vice President of Clinical Development at Shionogi Inc., a pharmaceutical company. From 2008 to June 2012, Dr. Mohideen served as an Executive Director of Novartis Oncology, a business unit of Novartis International AG, a pharmaceutical company (NYSE: NVS), and from 2006 to 2008, served as a Senior Director of Novartis International AG. Dr. Mohideen received a B.A. in Biology from the University of Hawaii, an M.S. in Clinical Investigation from Vanderbilt University, an M.D. from the University of Hawaii and an M.S. in Human Physiology from the University of Hawaii.

Private Millendo entered into an offer letter with Dr. Mohideen in October 2014 setting forth the terms of his employment. Dr. Mohideen was entitled to an initial annual base salary of $330,000, which has been subsequently increased, most recently as of January 1, 2018, to $367,602. Pursuant to the agreement, Dr. Mohideen was granted a stock option to purchase 358,845 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 26,698 shares of the Company's common stock) in December 2014, under which 25% of the shares underlying the option would vest after 12 months of employment, and the remaining shares underlying the option would vest in equal

monthly installments over 36 months following October 27, 2015, subject to Dr. Mohideen's continued service. Dr. Mohideen was granted a stock option to purchase 503,847 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 37,485 shares of the Company's common stock) in January 2016, and a stock option to purchase 550,000 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 40,919 shares of the Company's common stock) in August 2018. Both of these options will vest and become exercisable as follows: 25% of the option will vest and become exercisable on the one-year anniversary of the applicable vesting commencement date, and the remaining shares underlying the option will vest in equal monthly installments over 36 months thereafter, subject to Dr. Mohideen's continued service. Pursuant to Dr. Mohideen's option awards, if Dr. Mohideen's employment with Private Millendo (or any parent or subsidiary or successor of Private Millendo, including the Company) ends within six months prior to or within 12 months following a change in control of Private Millendo due to his resignation for "good reason" or his termination by Private Millendo other than for "cause," death or disability, then his January 2016 and August 2018 options will accelerate in full. Dr. Mohideen is also eligible to receive an annual performance bonus, with a target bonus of $128,660 for 2018, less applicable withholdings, with any such bonus to be determined at the sole discretion of Private Millendo's board of directors.

Pursuant to his offer letter, if, immediately prior to a change in control of Private Millendo or within 12 months following a change in control, Dr. Mohideen's employment with Private Millendo ends due to his resignation for "good reason," his termination by Private Millendo other than for "cause" or as a result of his death or disability, he is entitled to (1) continued payment of his base salary then in effect for six months following his termination and (2) acceleration of 100% of his outstanding and unvested stock options. Dr. Mohideen's benefits are conditioned, among other things, on his complying with his post-termination obligations under his offer letter, signing a general release of claims in Private Millendo's favor and resigning from all positions that he holds with Private Millendo.

Jeffery M. Brinza, J.D. has served as the Chief Administrative Officer and General Counsel of Private Millendo since March 2018. Prior to that, Mr. Brinza served as Private Millendo's Senior Vice President, Administration and General Counsel since August 2015. From March 2014 until December 2017, Mr. Brinza also served as Secretary and a member of the board of directors of ENT Biotech Solutions, Inc., a medical device company. From 2009 to August 2015, Mr. Brinza served as the General Counsel, Secretary and Chief Compliance Officer at RGIS LLC, an inventory service provider. From 2005 to 2009, Mr. Brinza served as the General Counsel at QuatRx Pharmaceuticals Co., a biopharmaceutical company. Mr. Brinza received a B.A. in Computer and Communications Sciences and Economics from the University of Michigan and a J.D. from the University of Michigan Law School.

Private Millendo entered into an offer letter with Mr. Brinza in July 2015 setting forth the terms of his employment. Mr. Brinza was entitled to an initial annual base salary of $255,000, which has been subsequently increased, most recently as of January 1, 2018, to $310,000. Pursuant to the agreement and as subsequently determined by Private Millendo's board of directors, Mr. Brinza was granted a stock option to purchase 666,800 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 49,609 shares of the Company's common stock) in January 2016. Mr. Brinza was granted a stock option to purchase 600,000 shares of Private Millendo Common Stock (which converted into options to purchase an aggregate of 44,639 shares of the Company's common stock) in August 2018. Both of these options will vest and become exercisable as follows: 25% of the option will vest and become exercisable on the one-year anniversary of the applicable vesting commencement date, and the remaining shares underlying the option will vest in equal monthly installments over 36 months thereafter, subject to Mr. Brinza's continued service. Pursuant to Mr. Brinza's option awards, if Mr. Brinza's employment with Private Millendo (or any parent or subsidiary or successor of Private Millendo, including the Company) ends within six months prior to or within 12 months following a change in control of Private Millendo due to his resignation for "good reason" or his termination by Private Millendo other than for "cause," death or disability, then his January 2016 and August 2018 options will accelerate in full. Mr. Brinza is also eligible to receive an annual performance bonus, with a target bonus of $108,500 for 2018, less applicable withholdings, with any such bonus to be determined at the sole discretion of Private Millendo's board of directors. In November 2018, Mr. Brinza was granted a one-time discretionary bonus of $16,000.

As disclosed in Item 1.01 of this Current Report on Form 8-K, each of Dr. Owens, Dr. Mohideen, Mr. Arcudi, and Mr. Brinza entered into an indemnification agreement with the Company on December 7, 2018, immediately following the Merger.

Please see the section of the Registration Statement entitled "Matters Being Submitted to a Vote of OvaScience Stockholders – Proposal No. 4: Approval of an Amendment to the OvaScience 2012 Stock Incentive Plan – Summary of the 2012 Plan" for information regarding the the Company's 2012 Plan, as amended, which such information is incorporated herein by reference.

(d) The information set forth in Item 5.01 of this Current Report on Form 8-K with respect to the appointment of directors to the Company's board of directors pursuant to and in accordance with the Merger Agreement is incorporated by reference into this Item 5.02(d).

Audit Committee

On December 7, 2018, Mr. Hindman, Dr. Whitcomb and Dr. Howe were appointed to the audit committee of the Company's board of directors, and Mr. Hindman was appointed as the chair of the audit committee.

Compensation Committee

On December 7, 2018, Dr. Gallagher, Mr. Dable and Dr. Whitcomb were appointed to the compensation committee of the Company's board of directors, and Dr. Gallagher was appointed as the chair of the compensation committee.

Nominating and Corporate Governance Committee

On December 7, 2018, Dr. Hedley and Ms. Nuechterlein were appointed to the nominating and corporate governance committee of the Company's board of directors, and Dr. Hedley was appointed as the chair of the nominating and corporate governance committee.

Affiliations with 5% Stockholders

Dr. Gallagher currently serves as a member of the Company's board of directors and serves as a Partner at New Enterprise Associates, Inc., which is the general partner of New Enterprise Associates 15, L.P. and NEA Ventures 2015, L.P. (collectively, the "***NEA Entities***") which, in the aggregate, currently hold more than 5% of the Company's outstanding common stock. As a result of the Merger, the NEA Entities received, in the aggregate, approximately 1,766,779 shares (as

adjusted for the Reverse Stock Split) of Company common stock in exchange for the shares of Private Millendo common stock the NEA Entities held immediately prior to the Merger.

Ms. Nuechterlein currently serves as a member of the Company's board of directors and serves as a Head at Roche Venture Fund, which is an affiliate of Roche Finance Ltd., which, in the aggregate, currently holds more than 5% of the Company's outstanding common stock. As a result of the Merger, Roche Finance Ltd. received approximately 755,847 shares (as adjusted for the Reverse Stock Split) of Company common stock in exchange for the shares of Private Millendo common stock Roche Finance Ltd. held immediately prior to the Merger.

As further described in Item 1.01 above, each of Dr. Howe, Dr. Gallagher, Ms. Nuechterlein, Mr. Hindman, Dr. Whitcomb, Mr. Dable, and Dr. Hedley entered into the Company's standard form of indemnity agreement with the Company on December 7, 2018, immediately following the Merger.

The Company expects to review its non-employee director cash and equity compensation policies and such policies may be subject to change.

(e) On December 7, 2018, pursuant to the Merger Agreement, the Company assumed the Private Millendo Plan, which was amended in November 2018 to establish a sub plan (the "***Sub Plan***"), which will govern awards of stock options intended to qualify for favorable French income and social tax treatment granted to our non-employee directors and employees who are either French resident taxpayers and/or subject to the French social security scheme in France. The Sub Plan was adopted under the Private Millendo Plan. Subject to the general limits under the Private Millendo Plan, the total number of shares subject to outstanding options under the Sub Plan will never cover shares exceeding one-third of the Company's outstanding capital stock at any time. Please see the section of the Registration Statement entitled "Management Following the Merger — Employment Benefits Plan — Equity Incentive Plans — 2012 Equity Incentive Plan" for information regarding the Private Millendo Plan, which such information is incorporated herein by reference.

The foregoing description of the Sub Plan is not complete and is subject to and qualified in its entirety by reference to the Sub Plan, a copy of which is attached as Exhibit 10.5 hereto and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

(a) To the extent required by Item 5.03 of Form 8-K, the information contained in Item 2.01 and Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

Item 8.01. Other Events.

On December 7, 2018, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by Item 9.01(a) were previously filed with the SEC as part of the definitive proxy statement filed on November 6, 2018 and the Form 8-K filed on November 26, 2018 and, pursuant to General Instruction B.3 of Form 8-K, are not required to be filed herewith.

(b) Pro Forma Financial Information.

The pro forma financial information required by Item 9.01(b) were previously filed with the SEC as part of the definitive proxy statement filed on November 6, 2018 and the Form 8-K filed on November 26, 2018 and, pursuant to General Instruction B.3 of Form 8-K, are not required to be filed herewith.

(d) Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger and Reorganization, dated as of August 8, 2018, by and among the registrant, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc. (incorporated by reference from Exhibit 2.1 to Amendment No. 1 to the Registration Statement on Form S-4, as filed with the Securities and Exchange Commission on November 1, 2018, File No. 333-227547).
2.2*	First Amendment to Agreement and Plan of Merger and Reorganization, dated as of August 8, 2018, by and among the registrant, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc., dated as of September 25, 2018 (incorporated by reference from Exhibit 2.2 to Amendment No. 1 to the Registration Statement on Form S-4, as filed with the Securities and Exchange Commission on November 1, 2018, File No. 333-227547).
2.3*	Second Amendment to Agreement and Plan of Merger and Reorganization, dated as of August 8, 2018, by and among the registrant, Orion Merger Sub, Inc. and Millendo Therapeutics, Inc., dated as of November 1, 2018 (incorporated by reference from Exhibit 2.3 to Amendment No. 1 to the Registration Statement on Form S-4, as filed with the Securities and Exchange Commission on November 1, 2018, File No. 333-227547).

3.1	Certificate of Amendment to the Restated Certificate of Incorporation of the registrant.
3.2	Certificate of Amendment to the Restated Certificate of Incorporation of the registrant.
10.1+	Form of Indemnity Agreement between the Registrant and each of its directors and executive officers.
10.2*	Stock Purchase Agreement, dated November 1, 2018, by and among the registrant, the purchasers set forth on Schedule I thereto and Millendo Therapeutics, Inc. (incorporated by reference from Exhibit 10.45 to Amendment No. 1 to the Registration Statement on Form S-4, as filed with the Securities and Exchange Commission on November 1, 2018, File No. 333-227547).
10.3*	First Amendment to Stock Purchase Agreement, dated November 28, 2018, by and among OvaScience, Inc., the purchasers set forth on Schedule I thereto and Millendo Therapeutics, Inc. (incorporated by reference from Exhibit 4.10 to Amendment No. 1 to the Registration Statement on Form S-3, as filed with the Securities and Exchange Commission on November 28, 2018, File No. 333-228209).
10.4*	Registration Rights Agreement, dated November 1, 2018, by and among OvaScience, Inc. and the persons listed on Schedule A thereto (incorporated by reference from Exhibit 10.46 to Amendment No. 1 to the Registration Statement on Form S-4, as filed with the Securities and Exchange Commission on November 1, 2018, File No. 333-227547).
10.5+	Sub Plan for French Residents to the Millendo Therapeutics, Inc. 2012 Stock Plan, as amended.
99.1	Press release issued on December 7, 2018.

* Previously filed.
\+ Management contract or compensatory plans or arrangements.

SIGNATURES

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

MILLENDO THERAPEUTICS, INC.

Date: December 13, 2018

By: /s/ Julia C. Owens, Ph.D.
Julia C. Owens, Ph.D.
President and Chief Executive Officer

Exhibit 3.1

CERTIFICATE OF AMENDMENT
TO THE
RESTATED
CERTIFICATE OF INCORPORATION
OF
OVASCIENCE, INC.

OvaScience, Inc. (the "***Corporation***"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as amended (the "***DGCL***"), hereby certifies as follows:

A. The name of the Corporation is OvaScience, Inc., and the original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on April 5, 2011 under the name OvaStem, Inc. A Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on April 30, 2013 (the "***Prior Certificate***").

B. This Certificate of Amendment to the Restated Certificate of Incorporation (the "***Certificate of Amendment***") amends the Prior Certificate, and has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Sections 141, 211 and 242 of the DGCL.

C. Article FOURTH of the Prior Certificate is hereby amended to add the following Section C:

> "C. Immediately upon the filing of this Certificate of Amendment to the Restated Certificate of Incorporation with the Secretary of State of the State of Delaware every fifteen (15) shares of Common Stock issued and outstanding (or held in treasury) immediately prior to such filing shall be automatically reclassified and combined into one (1) validly issued, fully paid and non-assessable share of Common Stock. The aforementioned reclassification shall be referred to collectively as the "Reverse Split."
>
> The Reverse Split shall occur without any further action on the part of the Corporation or the stockholders of the Corporation and whether or not certificates representing such stockholders' shares prior to the Reverse Split are surrendered for cancellation. No fractional interest in a share of Common Stock shall be deliverable upon the Reverse Split. All shares of Common Stock (including fractions thereof) issuable upon the Reverse Split held by a holder prior to the Reverse Split shall be aggregated for purposes of determining whether the Reverse Split would result in the issuance of any fractional share. Any fractional share resulting from such aggregation upon the Reverse Split shall be rounded down to the nearest whole number. Each holder who would otherwise be entitled to a fraction of a share of Common Stock upon the Reverse Split (after aggregating all fractions of a share to which such stockholder would otherwise be entitled) shall, in lieu thereof, be entitled to receive a cash payment in an amount equal to the product of such fraction to which the stockholder would otherwise be entitled multiplied by the closing price of the Corporation's Common Stock as reported on the Nasdaq Capital Market on the trading day immediately preceding the filing of this Certificate of Amendment to the Restated Certificate of Incorporation with the Secretary of State of the State of Delaware (as adjusted to give effect to the Reverse Split), rounded up to the nearest whole cent. The Corporation shall not be obliged to issue certificates evidencing the shares of Common Stock outstanding as a result of the Reverse Split or cash in lieu of fractional shares, if any, unless and until the certificates evidencing the shares held by a holder prior to the Reverse Split are either delivered to the Corporation or its transfer agent, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates."

D. The Certificate of Amendment so adopted reads in full as set forth above and is hereby incorporated by reference. All other provisions of the Prior Certificate remain in full force and effect.

IN WITNESS WHEREOF, OvaScience, Inc. has caused this Certificate of Amendment to be signed by Christopher Kroeger, M.D., M.B.A., a duly authorized officer of the Corporation, on December 6, 2018.

OVASCIENCE, INC.

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

Exhibit 3.2

CERTIFICATE OF AMENDMENT
TO THE
RESTATED
CERTIFICATE OF INCORPORATION
OF
OVASCIENCE, INC.

OvaScience, Inc. (the "***Corporation***"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, as amended (the "***DGCL***"), hereby certifies as follows:

A. The name of the Corporation is OvaScience, Inc., and the original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on April 5, 2011 under the name OvaStem, Inc. A Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on April 30, 2013 (the "***Prior Certificate***"). A certificate of Amendment to the Prior Certificate was filed with the Secretary of State of the State of Delaware on December 6, 2018.

B. This Certificate of Amendment to the Restated Certificate of Incorporation (the "***Certificate of Amendment***") amends the Prior Certificate, as amended, and has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Sections 141, 211 and 242 of the DGCL.

C. Article FIRST of the Prior Certificate, as amended, is hereby amended and restated to read as follows:

"FIRST: The name of the Corporation is Millendo Therapeutics, Inc."

D. The Certificate of Amendment so adopted reads in full as set forth above and is hereby incorporated by reference. All other provisions of the Prior Certificate, as amended, remain in full force and effect.

IN WITNESS WHEREOF, OvaScience, Inc. has caused this Certificate of Amendment to be signed by Julia C. Owens, Ph.D., a duly authorized officer of the Corporation, on December 7, 2018.

OVASCIENCE, INC.

By: /s/ Julia C. Owens, Ph.D.
Name: Julia C. Owens, Ph.D.
Title: *President and Chief Executive Officer*

Exhibit 10.1

FORM OF INDEMNIFICATION AGREEMENT[1]

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of [ ], between Millendo Therapeutics, Inc., a Delaware corporation (the "**Company**"), and [ ] ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws and the Certificate of Incorporation of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Bylaws, the Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee

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(1) Bracketed items will be included for venture fund-affiliated directors.

thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified; and

WHEREAS, Indemnitee has, or may have in the future, certain rights to indemnification and/or insurance provided by outside entities which Indemnitee and such entities intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer and/or director from and after the date hereof, 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 his Corporate Status (as hereinafter defined), the 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), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, 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, and with respect to any criminal Proceeding, had no reasonable cause to believe the 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 his Corporate Status, the 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 the Indemnitee, or on the 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, 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 his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he 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 him or on his 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 him or on his 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 or investment management entities 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 relating to or arising by reason of Appointing Stockholder's position as a stockholder of, or lender to, the Company, or Appointing Stockholder's appointment of or affiliation with Indemnitee or any other director, including, without limitation, any alleged misappropriation of a Company asset or corporate opportunity, any claim of misappropriation or infringement of intellectual property relating to the Company, any alleged false or misleading statement or omission made by the Company (or on its behalf) or its employees or agents, or any allegation of inappropriate control or influence over the Company or its Board members, officers, equity holders or debt holders, then the Appointing Stockholder will be entitled to indemnification hereunder for Expenses to the same extent as Indemnitee, and the terms of this Agreement as they relate to procedures for indemnification of Indemnitee and advancement of Expenses shall apply to any such indemnification of Appointing Stockholder. The rights provided to the Appointing Stockholder under this Section 1 shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Company's 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. The Company and Indemnitee agree that the Appointing Stockholder is an express third party beneficiary of the terms of this Section 1(d).]

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he 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 and 7 hereof) to be unlawful.

3. Contribution.

(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 the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the 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 the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the 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 the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than 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 or events 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 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 transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than 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, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The 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 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 judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement 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. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

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 a written 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 shall be made without regard to Indemnitee's 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 DGCL 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 in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination 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) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(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 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. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(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 with reasonable care 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 he 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) a prohibition of such indemnification 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 such 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 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 or stockholder of the Company shall act reasonably and in good faith in making a determination regarding 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 his 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 is 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, or (v) 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 one hundred eighty (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 the 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 his 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 his 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 him 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.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; 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 Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of directors of the Company, 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 such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, Bylaws and this Agreement, it is the intent of the parties hereto that 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 that the Company maintains an 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 that 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 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 directors' and officers' liability 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) [The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by outside entities and certain of their affiliates (collectively, the "**Fund Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same

expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Fund Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Fund Indemnitors are express third party beneficiaries of the terms of this Section 8(c).]

(d) [Except as provided in paragraph (c) above,] 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 (other than against the Fund Indemnitors), 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.

(e) [Except as provided in paragraph (c) above,] 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.

(f) [Except as provided in paragraph (c) above,] 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, provided, that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors set forth in Section 8(c) above; 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 his Corporate Status, whether or not he 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 Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to 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 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 assumes 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.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person 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 that 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 that 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, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, 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 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, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "**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 his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he 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 his rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. [Further, the invalidity or unenforceability of any provision hereof as to either Indemnitee or Appointing Stockholder shall

in no way affect the validity or enforceability of any provision hereof as to the other.] Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee [and Appointing Stockholder] indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

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 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 and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

Millendo Therapeutics, Inc.
301 N. Main Street, Suite 100
Ann Arbor, MI 48104
Attention: General Counsel

With a copy to (which shall not serve as notice)
Cooley LLP
500 Boylston Street
Boston, Massachusetts 02116
Attention: Miguel J. Vega, Esq.

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. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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 and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

SIGNATURE PAGE TO FOLLOW

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

MILLENDO THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

INDEMNITEE

_____
Name: _____

Address: _____
_____
_____
_____

21. SUB-PLAN FOR FRENCH RESIDENTS

21.1. General purpose of Sub-Plan - Definitions

This MILLENDO THERAPEUTICS Inc. Sub Plan for France (the ***"Sub Plan"***) is established for the purpose of granting options which are intended to qualify for the favorable income tax and social tax treatment in France applicable to Options granted under Sections L. 225-177 to L. 225-186 of the French Commercial Code (***"French Qualified Stock Options"***). The additional terms and conditions detailed below are to be read as being only applicable to French Qualified Options granted under this Section 21. To the extent that the terms and conditions of this Sub-Plan conflict with the terms and conditions set forth in the present Plan or any Option Agreement, the terms and conditions of this Sub-Plan shall prevail.

The other terms and conditions of the present Plan remain applicable to the French Qualified Options.

ALL CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE RESPECTIVE MEANINGS SET FORTH IN THE PLAN AND IN THE OPTION AGREEMENT.

21.2. Administration

Notwithstanding any other provision of the Plan, unless otherwise agreed by the Administrator, French Qualified Options will be exercisable under the vesting schedule set out in the Plan and in the Option Agreement for employees subject to taxation under the laws of France.

Notwithstanding any other provision of the Plan and in addition to the powers of the Administrator set forth in Section 4 of the Plan, the Administrator is authorized to unilaterally accelerate, reduce, lift or cancel vesting of any option granted under this Sub-Plan, as may be necessary or desirable to comply with the French applicable social or tax laws. Furthermore, the Administrator has the absolute discretion to impose a restriction of up to three years on the sale of Shares issued as a result of an Option exercise. Notwithstanding any other provision of the Plan, the exercise price shall remain unchanged. Subject to Section 13 of the Plan, where there is an increase or change in the Company's share capital, and more generally where one of the events provided for under Article L.225-181 of the French Commercial Code occurs, an adjustment shall be made to the number and/or purchase price of Shares, in accordance with the provisions of Article R.225-137 of the French Commercial Code. Notification of said adjustment shall be made to the Optionee. In addition the total number of Shares subject to Options granted and remaining unexercised (i.e., outstanding options) will never cover a number of shares exceeding one-third of the share capital of the Company at any time.

21.3. Eligibility

French Qualified Options may be granted only to an Employee who is a French resident taxpayer and/or subject to the French social security scheme in France.

For purposes of this Sub-Plan, the Company is the granting Company or a Parent or Subsidiary of the Company whose at least ten percent (10%) of the capital is held, directly or indirectly, by the granting Company.

Options may not be granted under this Sub-Plan to Optionee owning, upon the Date of Grant, more than ten percent (10%) of the Company's capital shares, except as permitted under Article L. 225-185 of the French Commercial Code.

Notwithstanding any other provision of the Plan, French Qualified Options may only be granted to individuals:

(a) being considered as a French tax resident subject to taxation in France and having an employment contract either with the granting Company or one of its Parents or Subsidiaries upon the Date of Grant; and/or

(b) to non-employee Directors having a management function (the "président-directeur général," the "directeur-général," the "directeur général délégué," the "members of the "directoire") of a Parent or Subsidiary of the Company, upon the date of grant.

Options granting the right to subscribe securities which are not admitted to trading on a regulated market may be granted only to the Employees of the Company granting these options or to those of the companies mentioned Article L. 225-180, 1° of the French Commercial Code.

21.4. Limitations upon granting of options for listed companies

If the Shares of the Company are admitted to trading on a regulated market:

- the exercise price may not be less than 80% of the average market price over the last twenty trading days preceding that day,
- no option may be granted less than twenty trading sessions after the detachment of the Shares of a coupon giving right to a dividend or a capital increase.

The Company shall not grant Options during the closed periods required under Section L.225-177 of the French Commercial Code.

As a result, notwithstanding any other provision of the Plan, Options cannot be granted:

(a) during the ten (10) trading days preceding and following the date on which the consolidated accounts, or, if unavailable, the annual accounts, are made public;

(b) during the period between the date on which the Company's governing bodies (i.e., the Board of Directors) become aware of information which, if made public, could have a

material impact on the price of the Shares, and the date ten (10) trading days after such information is made public.

21.5. Transfer restrictions

THIS FRENCH QUALIFIED OPTIONS SHALL BE PERSONAL TO THE OPTIONEE AND SHALL NOT BE TRANSFERABLE BY THE OPTIONEE IN ANY MANNER OTHER THAN BY INHERITANCE. THE FRENCH QUALIFIED OPTIONS MAY BE EXERCISED DURING THE OPTIONEE'S LIFETIME ONLY BY THE OPTIONEE.

IN THE EVENT OF DEATH OF THE OPTIONEE DURING THE EXERCISE PERIOD OF THE FRENCH QUALIFIED OPTIONS, THE OPTIONEE'S HEIRS WILL HAVE A PERIOD OF SIX (6) MONTHS FOLLOWING THE DATE OF DEATH, TO EXERCISE THE FRENCH QUALIFIED OPTION. UPON EXPIRY OF THIS PERIOD THE OPTION WILL BE NULL AND VOID.

MOREOVER, AT THE TIME OF THE GRANT OF FRENCH QUALIFIED OPTIONS, THE ADMINISTRATOR SHALL, IF ANY OF THE OPTIONEE IS AN OFFICER OR DIRECTOR OF THE COMPANY, EITHER DECIDE THAT SUCH OFFICER OR DIRECTOR CANNOT SELL THE SHARES RECEIVED UPON EXERCISE OF THE FRENCH QUALIFIED OPTIONS BEFORE THE END OF HIS OR HER FUNCTIONS, OR DETERMINE THE NUMBER OF SHARES RECEIVED UPON EXERCISE OF SUCH FRENCH QUALIFIED OPTIONS THAT SUCH OFFICER OR DIRECTOR SHALL KEEP UP TO THE END OF HIS OR HER FUNCTIONS.

THE SHARES ACQUIRED UPON EXERCISE OF THE FRENCH QUALIFIED OPTIONS SHALL ALSO BE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND OTHER LIMITATIONS INCLUDING, WITHOUT LIMITATION, THE PROVISIONS CONTAINED IN THE PRESENT PLAN.

21.6. Miscellaneous

French Qualified Options granted under this Sub Plan must also comply with any other requirements set forth by the French tax and social security law as interpreted and supplemented by the French tax and social security guidelines in effect at the date of grant of French Qualified Options. Except as the Company and Optionee agree in writing, the Company shall not modify the terms of this Sub-plan or of the Option Agreement in such a manner as to cause the Optionee to no longer benefit from the favorable tax and social contribution regimes provided by articles 80 quaterdecies, 80 bis and 150-0 D of the French Tax Code (Code Général des Impôts) and article L.242-1 of the French Social Security Code (Code de la Sécurité Sociale) in connection with the disposition of the shares received upon this French Sub-plan.

Every year, during an ordinary general meeting, the Company will provide its shareholders with an annual report with respect to Options granted and/or exercised by its employees in the financial year in accordance with the provisions of Article L. 225-184 of the French Commercial Code.

21.7. Data Protection

The Company will satisfy any notification, application or prior authorization required under applicable laws in order to comply with French data protection legislation.

Exhibit 99.1

Millendo Therapeutics Announces Successful Merger Completion

— Completion of Merger with OvaScience —

— Shares of Combined Company to Commence Trading on the Nasdaq Capital Market Under New Symbol "MLND" on Monday, December 10th, 2018 —

— Proceeds of $85.4 Million to Fund Orphan Endocrine Pipeline —

— Pivotal Phase 2b/3 Trial for Prader-Willi Syndrome Initiating in 1Q19 —

ANN ARBOR, Mich., December 7, 2018 — Millendo Therapeutics, Inc. (Nasdaq: MLND), a clinical-stage biopharmaceutical company focused on developing novel treatments for orphan endocrine diseases, today announced that the proposed merger with OvaScience, Inc. has closed, following the approval of OvaScience's stockholders received on December 4, 2018. The combined company will operate under the name Millendo Therapeutics and will focus on the further development of Millendo's leading orphan endocrine pipeline, including livoletide, a potential first-in-class treatment for Prader-Willi syndrome (PWS), which Millendo expects will enter a pivotal Phase 2b/3 trial in the first quarter of 2019, and nevanimibe, which is in Phase 2b clinical development for the treatment of classic congenital adrenal hyperplasia (CAH). Millendo shares will continue to trade on the Nasdaq Capital Market under OvaScience's ticker symbol "OVAS" on Friday, December 7, 2018, and, during such time, Nasdaq share numbers will not reflect the one-for-fifteen reverse split that occurred on December 6, 2018. Millendo Therapeutics shares will commence trading on the Nasdaq Capital Market under the new ticker symbol "MLND" and will reflect the one-for-fifteen reverse split in trading on Monday, December 10, 2018.

"The closing of the merger and concurrent financing represents a significant opportunity and milestone for Millendo, as we can now accelerate our work to bring life-changing therapies to market for rare endocrine diseases. We have two differentiated, late-stage endocrine therapies that have been observed to be well tolerated, and we believe address areas of significant unmet need," said Julia C. Owens, Ph.D., President and Chief Executive Officer of Millendo. "In September 2018, we initiated our Phase 2b trial of nevanimibe in CAH, and we look forward to the planned initiation of our pivotal Phase 2b/3 trial of livoletide for PWS in the first quarter of 2019."

Millendo has received total proceeds of $85.4 million, which includes $35.9 million in net cash from OvaScience and $49.5 million from an associated financing. Investors participating in the financing include Great Point Partners, New Enterprise Associates, Frazier Healthcare Partners, and Roche Venture Fund, among others. Jefferies and Leerink Partners acted as Joint Placement Agents for the Millendo financing.

Dr. Owens continued, "Millendo now has a strong balance sheet and sufficient cash runway to support our operations beyond anticipated results from both trials in the first half of 2020 - the three month placebo-controlled portion of our pivotal Phase 2b/3 trial of livoletide in PWS and our Phase 2b clinical trial of nevanimibe in CAH."

In connection with the closing of the merger, OvaScience completed a one-for-fifteen reverse stock split. As a result of the reverse stock split, every fifteen shares of OvaScience common stock outstanding immediately prior to the merger was combined and reclassified into one share of OvaScience common stock. No fractional shares are being issued in connection with the reverse stock split. Instead of fractional shares, cash will be issued based on the closing price of OvaScience common stock on the Nasdaq Capital Market on December 4, 2018.

As a result of the closing of the merger, Millendo stockholders and option holders own or have rights to acquire 63.3% of the combined company, and former OvaScience stockholders will own 16.5% of the combined company. Investors participating in the associated financing will own 20.2% of the combined company.

The combined company will operate under the leadership of Millendo's President and Chief Executive Officer, Julia Owens, and will be headquartered in Ann Arbor, Michigan. The board of directors is comprised of eight members, including Carol Gallagher, Pharm. D., Habib Dable, Mary Lynne Hedley, Ph.D., James Hindman, John Howe, M.D., Carole Nuechterlein, J.D., Julia Owens, Ph.D., and Randall Whitcomb, M.D. Dr. Gallagher is the new Chairman of the board of directors.

About Millendo's Lead Programs

Millendo's lead asset, livoletide, is an unacylated ghrelin analogue being developed for the treatment of Prader-Willi syndrome (PWS), a rare genetic disease characterized by hyperphagia, a chronic unrelenting hunger, that leads to obesity, metabolic dysfunction, reduced quality of life and early mortality. In a randomized, double-blind, placebo-controlled Phase 2 clinical trial in 47 patients with PWS, Millendo observed that administration of livoletide once daily was associated with a clinically meaningful improvement in hyperphagia, as well as a reduction in appetite. Millendo has received orphan drug designation for livoletide from the U.S. Food and Drug Administration, or FDA, and the European Medicines Agency, or EMA, for the treatment of PWS. Millendo expects to initiate a pivotal Phase 2b/3 clinical trial of livoletide in PWS patients in the first quarter of 2019.

Millendo is also developing nevanimibe, an ACAT1 inhibitor for the treatment of two orphan adrenal diseases: classic congenital adrenal hyperplasia (CAH) and endogenous Cushing's syndrome (CS). CAH is a rare, monogenic adrenal disease that requires lifelong treatment with exogenous cortisol, often at high doses, which can make it difficult for physicians to appropriately treat CAH without causing adverse consequences. Nevanimibe has received orphan drug designation from the FDA for the treatment of CAH and CS, as well as from the EMA for the treatment of CAH. In a Phase 2 proof-of-concept clinical trial, Millendo observed nevanimibe to be associated with clear signs of clinical activity in seven of 10 treated patients and was reported to be well tolerated at all dose levels. Millendo initiated the Phase 2b trial of nevanimibe in CAH in September 2018. A Phase 2 trial of nevanimibe for the treatment of patients with CS is ongoing at clinical sites in the United States and United Kingdom.

About Millendo Therapeutics, Inc.

Millendo Therapeutics is a late-stage biopharmaceutical company focused on developing novel treatments for orphan endocrine diseases where current therapies do not exist or are insufficient. The Company's objective is to build a leading endocrine company that creates distinct and transformative treatments for a wide range of endocrine diseases where there is a significant unmet medical need. The Company is currently advancing livoletide for the treatment of Prader-Willi syndrome and nevanimibe

for the treatment of classic congenital adrenal hyperplasia and endogenous Cushing's syndrome. For more information, please visit www.millendo.com.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements contained in this communication regarding matters that are not historical facts, are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, known as the PSLRA. These include statements regarding management's intentions, plans, beliefs, expectations or forecasts for the future, and, therefore, you are cautioned not to place undue reliance on them. No forward-looking statement can be guaranteed, and actual results may differ materially from those projected. Millendo undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise, except to the extent required by law. We use words such as "anticipates," "believes," "plans," "expects," "projects," "future," "intends," "may," "will," "should," "could," "estimates," "predicts," "potential," "continue," "guidance," and similar expressions to identify these forward-looking statements that are intended to be covered by the safe-harbor provisions of the PSLRA. Such forward-looking statements are based on our expectations and involve risks and uncertainties; consequently, actual results may differ materially from those expressed or implied in the statements due to a number of factors, including, but not limited to, those described in the documents OvaScience, Inc. has filed with the Securities and Exchange Commission with regard to the merger among OvaScience, Millendo and Orion Merger Sub, Inc., including Millendo's plans to develop and commercialize its product candidates, including livoletide and nevanimibe; the timing of initiation of Millendo's planned clinical trials; the timing of the availability of data from Millendo's clinical trials; the timing of any planned investigational new drug application or new drug application; Millendo's plans to research, develop and commercialize its current and future product candidates; Millendo's ability to successfully collaborate with existing collaborators or enter into new collaborations, and to fulfill its obligations under any such collaboration agreements; the clinical utility, potential benefits and market acceptance of Millendo's product candidates; Millendo's commercialization, marketing and manufacturing capabilities and strategy; Millendo's ability to identify additional products or product candidates with significant commercial potential; developments and projections relating to Millendo's competitors and our industry; the impact of government laws and regulations; Millendo's ability to protect its intellectual property position; and Millendo's estimates regarding future revenue, expenses, capital requirements and need for additional financing following the merger.

New factors emerge from time to time and it is not possible for us to predict all such factors, nor can we assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Forward-looking statements included in this release are based on information available to Millendo as of the date of this release. Millendo disclaims any obligation to update such forward- looking statements to reflect events or circumstances after the date of this release, except as required by applicable law.

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