

**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): May 15, 2023

**PARDES BIOSCIENCES, INC.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction  
of Incorporation)

**001-40067**

(Commission File Number)

**85-2696306**

(IRS Employer  
Identification No.)

2173 Salk Avenue, Suite 250  
PMB#052  
Carlsbad, CA 92008

(Address of principal executive offices, including zip code)  
Registrant's telephone number, including area code: 415-649-8758

**Not Applicable**

(Former name or former address, if changed since last report)

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

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

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

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

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

Emerging growth company

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

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

(e)

As reported by Pardes Biosciences, Inc. (the Company) on April 21, 2023, in connection with a reduction in workforce and change in corporate strategy, the employment of Brian P. Kearney, PharmD, the Company's Chief Development Officer, terminated effective as of May 15, 2023 (the Separation Date). In connection with his departure as an employee on May 15, 2023, the Company and Dr. Kearney entered into a Separation Agreement and General Release of Claims (the Separation Agreement) pursuant to which Dr. Kearney resigned from his position as the Company's Chief Development Officer as of the Separation Date.

In consideration for Dr. Kearney's execution of the Separation Agreement and non-revocation of a waiver and release of claims relating thereto, Dr. Kearney will be entitled to the severance benefits of a Tier 2 Executive under the terms and conditions set forth in Section 6 of the Company's Executive Severance Plan, including (i) a severance payment equal to nine months of Dr. Kearney's annual base salary, (ii) a payment equal to nine months of the monthly employer contribution that the Company would have made to provide health insurance for Dr. Kearney if he had remained employed by the Company for such nine-month period (the COBRA payment), and (iii) an amount to cover taxes and administrative fees on the COBRA payment. All payments will be made in two lump-sum amounts. Subject to certain exceptions and limitations, the Separation Agreement includes a general release of claims by Dr. Kearney in favor of the Company and certain related persons and parties, and non-disparagement provision. The Separation Agreement provides that immediately following the Separation Date, Dr. Kearney will transition to a consultant pursuant to a Consulting Agreement executed as of May 15, 2023 (the Consulting Agreement, and together with the Separation Agreement, the Separation Documents). Under the Consulting Agreement, Dr. Kearney will serve as a consultant to the Company until December 31, 2023, unless earlier terminated by either party in accordance with the terms of the Consulting Agreement. Dr. Kearney will provide scientific and strategic advisory services as requested by the Company's executive officers related to (i) the orderly transition and winding down of, and advice related to, the Company's clinical development program, (ii) business development support, and (iii) review and advise on manuscripts related to pomotrelvir clinical development. Dr. Kearney will be compensated at an hourly rate for services under the Consulting Agreement, with total cash compensation not expected to exceed \$13,200. Outstanding equity awards will continue to vest and remain subject to their terms during the consultancy term.

The foregoing descriptions of the terms of the Separation Documents do not purport to be complete and are qualified in their entirety by reference to the complete text of the Separation Documents, which are filed herewith as Exhibits 10.1 and 10.2.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
104	<a href="#">Cover Page Interactive Data File (embedded with the Inline XBRL document).</a>
10.1#*†	<a href="#">Separation Agreement and General Release of Claims, dated May 15, 2023, by and between Pardes Biosciences, Inc. and Brian P. Kearney, PharmD.</a>
10.2#†	<a href="#">Consulting Agreement, executed May 15, 2023, by and between Pardes Biosciences, Inc. and Brian P. Kearney, PharmD.</a>

# Indicates a management contract or any compensatory plan, contract or arrangement

\* Certain of the exhibits to this exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits to the Securities and Exchange Commission upon its request.

† Pursuant to Item 601(b)(10) of Regulation S-K, certain portions of this exhibit have been omitted (indicated by “[\*\*\*]”) because the Company has determined that the information is not material and is the type that the Company treats as private or confidential.

**SIGNATURES**

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

**PARDES BIOSCIENCES, INC.**

By:           /s/ Thomas G. Wiggans            
Name: Thomas G. Wiggans  
Title: Chief Executive Officer and Chair of the Board of Directors

Date: May 18, 2023

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May 15, 2023

**PERSONAL AND CONFIDENTIAL**

Brian P. Kearney, PharmD

**Re: Separation Agreement and General Release of Claims**

Dear Brian:

This letter (this "Agreement") confirms your separation from employment with Pardes Biosciences, Inc. (the "Company") effective as of May 15, 2023 (the "Separation Date") as a result of a reduction in force and not for Cause (as defined in Section 2(d) of the Executive Severance Plan, copy of which is attached hereto as Exhibit A (the "Executive Severance Plan"). The Company thanks you for your contributions to the Company and wishes you well in your future endeavors. Capitalized terms used in this Agreement and not otherwise defined shall have the meaning assigned to such term in the Executive Severance Plan.

This Agreement sets forth the terms of the general release of claims between you and the Company as contemplated under the Executive Severance Plan. You acknowledge that this Agreement becoming effective is a condition of your right to receive the supplemental consideration set forth in Section 2 of this Agreement. You agree that such supplemental consideration is due solely from the Company.

By execution of this Agreement, you acknowledge that (i) you have received payment of your accrued salary through the Separation Date, and (ii) you have submitted for reimbursement all outstanding, approved and reasonable business expenses that you incurred on the Company's behalf through the Separation Date. Also, regardless of whether you enter into this Agreement, you will remain bound by your continuing obligations to the Company (collectively, the "Continuing Obligations") under your October 13, 2020 Proprietary Information, Inventions and Assignment Agreement (the "PIIA"). Such Continuing Obligations include, without limitation, your confidentiality obligations, your obligation to return Company property, and your non-solicitation obligation.

You acknowledge that you are entering into this Agreement knowingly and voluntarily. With those understandings, you and the Company agree as follows:

**1. Separation from Employment**

Your employment with the Company terminated on the Separation Date. As of the Separation Date, you shall be deemed to have resigned as an officer of the Company, including the position of Chief Development Officer. From and after the Separation Date, except as a consultant under

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the Consulting Agreement (as defined in Section 9 below), you will not represent and have not represented yourself as being an employee, officer, attorney, agent, or representative of the Company (or its affiliates) for any purpose. Except as otherwise set forth in this Agreement and the Executive Severance Plan, the Separation Date was your employment termination date for all purposes, meaning you are not entitled to any further compensation, monies, or other benefits from the Company (or its affiliates), including coverage under any benefit plans or programs sponsored by the Company, as of the Separation Date. Accordingly, your right to participate in the Company's medical, dental and vision health benefits will cease on the last day of the month in which the separation occurred, except, to the extent you were a participant in any of the Company's medical, dental and vision health benefits immediately prior to your Separation Date, you will have the right to continue group health care coverage for such benefits after May 31, 2023 under the law known as "COBRA" which will be described in a separate written notice by Anthem.

## 2. Separation Benefits

(a) Subject to your execution and non-revocation of this Agreement and your compliance with the terms of this Agreement, and your compliance with the Continuing Obligations and the terms and conditions set forth in the Executive Severance Plan, the Company shall provide you with the following payments as a Tier 2 Executive under the Executive Severance Plan, less applicable taxes and withholdings (collectively, the "Supplemental Consideration"):

- An amount equal to Three Hundred Thirty-Seven Thousand Eight Hundred dollars (\$337,800), which amount represents nine months of your current base salary.
- An amount equal to (i) Thirty Thousand Seven Hundred Seventy Three dollars (\$30,773), which represents nine months of potential future COBRA premium payments ("COBRA Lump Sum") that the Company estimated that you would be required to pay to continue your group health coverage in effect on the Separation Date for nine months, plus (ii) a gross-up amount, as reasonably determined by the Company necessary to cover administrative fees on anticipated COBRA monthly premiums and to pay federal, state and local income and employment taxes incurred by you on the COBRA Lump Sum (with such gross-up to be calculated by the Company based on the withholding rates the Company has in effect for you at the time the Supplemental Consideration is paid to you).
- Treatment of your restricted stock in the manner set forth on Exhibit B.

The Supplemental Consideration will be paid in two lump sum payments (i) on or before June 2, 2023, if the Agreement's Effective Date (as defined in Section 8(j) of this Agreement) is on or before May 26, 2023, (ii) on or before June 16, 2023, if this Agreement's Effective Date is after May 26, 2023 and on or before June 12, 2023, or (iii) on or before July 14, 2023, if this Agreement's Effective Date is after June 12, 2023 and on or before July 7, 2023. For avoidance of doubt, no payment shall be made or begin before the Effective Date of this Agreement.

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(b) Executive Severance Plan. The Company acknowledges that if within three months following the Separation Date your termination needs to be recharacterized as a Qualified Termination Event that has occurred within the Change in Control Period, within the meaning of the Executive Severance Plan, then the provisions of Sections 7(b) and (c) of the Executive Severance Plan shall be applicable and you shall be entitled to such additional benefits provided in such Sections 7(b) and (c) of the Executive Severance Plan, but solely to the extent not previously provided pursuant to Section 2(a) of this Agreement.

(c) All payments and benefits hereunder are intended to be exempt from Section 409A of the Internal Revenue Code and shall be interpreted in accordance with such intent.

(d) References. You agree to direct all requests for references to the Company's HR department at [\*\*\*]. In response to a request for a reference, the Company shall provide only your dates of employment and job title.

### 3. **Equity Awards**

Exhibit B to this Agreement sets forth all of your outstanding Company equity awards as of the Separation Date (collectively, the "Equity Awards"). Exhibit B provides for a summary of the treatment of your Equity Awards in connection with your cessation of services as an employee and transition to a consultant as of the Separation Date. Exhibit B is qualified in its entirety by the terms and conditions set forth in the underlying equity award agreements and the applicable Company equity plan (collectively, the "Equity Documents"). As a condition to this Agreement becoming effective, you agree to re-execute and deliver to the Company's Corporate Secretary the stock power in blank attached as Exhibit D.

4. **Employee Representations**. As a condition to receiving the Supplemental Consideration, you specifically represent, warrant, and confirm that as of the Separation Date and as of the date you sign this Agreement you:

(a) have not filed any claims, complaints, or actions of any kind against the Company with any federal, state, or local court or government or administrative agency;

(b) have not made any claims or allegations to the Company related to sexual harassment, sex discrimination, or sexual abuse, and that none of the payments set forth in this Agreement are related to sexual harassment, sex discrimination, or sexual abuse;

(c) have been properly paid for all hours worked for the Company through the Separation Date;

(d) have received all wages, salary, bonuses, and other compensation due from the Company, including your final paycheck for salary through and including the Separation Date, which will be paid on the Separation Date; and

(e) have not engaged in and are not aware of any unlawful conduct relating to the business of the Company.

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## 5. Release of Claims

(a) In consideration for, among other terms, the Supplemental Consideration, to which you acknowledge you would otherwise not be entitled, you, on behalf of yourself and your heirs, executors, representatives, agents, insurers, administrators, successors and assigns (collectively, the “Releasors”) voluntarily and irrevocably release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, insurers, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the “Releasees”) generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown (“Claims”) that, as of the Separation Date and the date when you sign this Agreement, you and the other Releasors have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims: relating to your employment by the Company and the termination of your employment; of wrongful discharge or violation of public policy; of breach of contract; of defamation or other torts; of retaliation or discrimination under federal, state or local law, including without limitation:

(i) any and all Claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the federal Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the California Fair Employment and Housing Act (FEHA), the California Labor Code, the California Constitution, and the California Family Rights Act (CFRA), all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;

(ii) any and all Claims arising under tort, contract, and quasi-contract law, including but not limited to claims of breach of an express or implied contract, wrongful or retaliatory discharge, fraud, defamation, negligent or intentional infliction of emotional distress, tortious interference with a contract or prospective business advantage, breach of the implied covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, false imprisonment, nonphysical injury, personal injury or sickness, or any other harm;

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(iii) any and all Claims for compensation of any type whatsoever, including but not limited to claims for wages, salary, bonuses, commissions, incentive compensation, vacation, sick pay, and severance that may be legally waived and released; and

(iv) any and all Claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

However, this general release and waiver of claims shall not affect and you do not waive, release or discharge (A) your vested rights under the Company's Section 401(k) plan or your rights under this Agreement, (B) any rights that cannot be waived as a matter of law, such as your rights to benefits and Claims under state workers' compensation or unemployment compensation laws, (C) your right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (the "EEOC"), the California Civil Rights Department, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give you the right to recover any monetary damages against the Company; your release of claims herein bars you from recovering such monetary relief from the Company), (D) Claims for indemnity under the bylaws of the Company or your indemnification agreement with the Company, (E) any Claims for coverage under any Company D&O insurance policy, and (F) protections against retaliation under the Taxpayer First Act (26 U.S.C. § 2623(d)).

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

(b) In granting the release herein, you understand that this Agreement includes a release of all Claims known or unknown. In giving this release, which includes Claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code which reads as follows: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**" You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected Claims you may have against the Company. You acknowledge that you may later discover Claims or facts in addition to or different from those which you now know or believe to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, the Releasers waive any and all Claims that might arise as a result of such different or additional claims or facts.

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(c) You acknowledge that you are waiving and releasing any rights you may have under the Age Discrimination in Employment Act of 1967 (“ADEA”), and that this waiver and release is knowing and voluntary. You agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. You acknowledge that the consideration given for this waiver and release is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing that: (i) you should consult with an attorney prior to executing this Agreement; (ii) you have forty-five (45) days within which to consider this Agreement; (iii) you have seven (7) days following your execution of this Agreement to revoke this Agreement (the “Revocation Period”); (iv) this Agreement shall not be effective until after the revocation period has expired; and (v) nothing in this Agreement prevents or precludes you from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. You further acknowledge that at the time you were first provided this Agreement to consider, you were also provided with the attached document entitled “Information Concerning Reduction in Force” attached as Exhibit C to this Agreement. In the event you sign this Agreement and return it to the Company in less than the 45-day period identified above, you hereby acknowledge that you have freely and voluntarily chosen to waive the time period allotted for considering this Agreement. The parties agree that changes, material or immaterial, do not restart the running of the 45-day period. You understand that revocation must be accomplished by a written notification to the person identified in Section 8(j) of this Agreement that is received prior to the Effective Date.

(d) You agree you will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. You agree both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, you shall state no more than that you cannot provide counsel or assistance.

## **6. Non-Disparagement**

Subject to Section 8(b), you agree not to make any disparaging statements concerning the Company, or any of its affiliates, or its or their current or former officers, directors, shareholders, employees, agents, or vendors or any of the Company’s products or services that are disloyal, reckless, or untrue. These non-disparagement obligations shall not in any way affect your obligation to testify truthfully in any legal proceeding. This Section 6 does not in any way restrict or impede you from exercising protected rights, including rights under the National Labor Relations Act (NLRA), if any, including the right to file unlawful labor practices (ULP) charges or participate, assist, or cooperate in ULP investigations, or the federal securities laws, including the Dodd-Frank Act to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent

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jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. You shall promptly provide written notice of any such order to [\*\*\*].

## 7. Company Property

You will be entitled to retain all Company purchased office furniture, computer and electronic equipment in your possession provided that you must allow the Company to remove all Company information from your computer, reset your computer/laptop to the manufacturers settings and remove/disconnect your access to the Company's systems, licensed software and technology infrastructure at such time as the Company may request, but in any event not later than the termination of the Consulting Agreement. Other than as provided in the preceding sentence, you warrant and represent that you have returned all Company property, including credit cards, electronically stored documents or files, physical files, and any other Company property in your possession. You further acknowledge and agree that you no longer have access to and do not claim ownership of any of the Company's cloud storage or social media accounts.

## 8. Other Provisions

(a) Termination of Payments. If you breach any of your obligations under this Agreement or your Continuing Obligations, in addition to any other legal or equitable remedies the Company may have for such breach, the Company shall have the right to terminate its payments to you or for your benefit under this Agreement. The termination of such payments in the event of your breach will not affect your obligations under this Agreement or your Continuing Obligations.

(b) Protected Disclosures and Other Protected Actions. Nothing contained in this Agreement, including Section 6, or your PIIA limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement, including Section 6 or your PIIA, limits your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including your ability to provide documents or other information, without notice to the Company, nor does anything contained in this Agreement apply to truthful testimony in litigation. If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually, or as part of any collective or class action); *provided* that nothing in this Agreement limits any right you may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, including unlawful harassment, unlawful discrimination, or other conduct you have reasonable cause to believe is unlawful.

(c) Absence of Reliance. In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company.

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(d) Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(f) Jurisdiction. You and the Company hereby agree that the state and federal courts situated in California shall have the exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim of a violation of this Agreement. With respect to any such court action, you submit to the jurisdiction of such courts and you acknowledge that venue in such courts is proper.

(g) Relief. You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of your promises set forth in Sections 4, 5, 6 or 7 of this Agreement. You further agree that money damages would be an inadequate remedy for any breach Sections 4, 5, 6 and 7. Accordingly, you agree that if you breach, or propose to breach, Sections 4, 5, 6 or 7, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond.

(h) Governing Law; Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of California, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the “drafter” of all or any portion of this Agreement.

(i) Entire Agreement. This Agreement (including all Exhibits attached hereto) and the Equity Documents referenced herein constitute the entire agreement between you and the Company. This Agreement (including the Exhibits) supersedes any previous agreements or understandings between you and the Company, except the Continuing Obligations and any other obligations specifically preserved in this Agreement.

(j) Time for Consideration; Effective Date. You acknowledge that you have knowingly and voluntarily entered into this Agreement and that the Company advises you to consult with an attorney before signing this Agreement. You understand and acknowledge that you have been given the opportunity to consider this Agreement for forty-five (45) days from your receipt of this Agreement before signing it (the “Consideration Period”). To accept this Agreement, you

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must return a signed original or a signed PDF copy of this Agreement so that it is received by Elizabeth Lacy ([\*\*]) at or before the expiration of the Consideration Period. If you sign this Agreement before the end of the Consideration Period, you acknowledge that such decision was entirely voluntary and that you had the opportunity to consider this Agreement for the entire Consideration Period. During the Revocation Period (as defined in Section 5(c)), you have the right to revoke this Agreement by written notice to Ms. Lacy, provided that such notice is delivered so that it is received at or before the expiration of the Revocation Period. This Agreement shall not become effective or enforceable during the revocation period. This Agreement shall become effective on the first business day following the expiration of the Revocation Period (the "Effective Date").

(k) No Admission of Liability. Nothing in this Agreement shall be construed as an admission by the Company of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation.

(l) Counterparts. This Agreement may be executed in separate counterparts. When both counterparts are signed, they shall be treated together as one and the same document. Delivery of an executed counterpart signature page of this Agreement, by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including DocuSign, has the same effect as delivery of an executed original of this Agreement.

(m) Continuing Indemnification. For avoidance of doubt, nothing in this Agreement modifies or waives your right or benefit to indemnification under Article V, Section 2 of the Amended and Restated By-Laws of Pardes Biosciences, Inc. or your Pardes Biosciences Inc. Officer Indemnification Agreement dated December 23, 2021, in each case as described therein, that may arise after the Separation Date.

**9. Consulting Arrangement.** The Company agrees to engage you as a consultant pursuant to the consulting agreement set forth as Exhibit E attached hereto (the "Consulting Agreement") to be effective immediately following the Separation Date that shall provide for your continuation of service to the Company on the terms and subject to the conditions set forth therein. Your service as a consultant pursuant to the Consulting Agreement will constitute an uninterrupted "Service Relationship" (as defined in the 2021 Stock Option and Incentive Plan) and "Continuous Service Status" (as defined in the Restricted Stock Purchase Agreement dated as of November 3, 2020 (the "RSA"). Accordingly, any portion of your Equity Awards that remains unvested as of the Separation Date will continue to vest during the term of the Consulting Agreement in accordance with the terms of the applicable Equity Award.

*[signature page follows]*

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Please indicate your agreement to the terms of this Agreement by signing and returning to Ms. Lacy the original or a PDF copy of this letter within the time period set forth above.

Sincerely,  
PARDES BIOSCIENCES, INC.

By: /s/ Elizabeth H. Lacy 5/15/2023  
Elizabeth H. Lacy Date  
General Counsel and Corporate Secretary

You are advised to consult with an attorney before signing this Agreement. This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

/s/ Brian P. Kearney, PharmD 5/15/2023  
Brian P. Kearney, PharmD Date

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EXHIBIT A  
EXECUTIVE SEVERANCE PLAN

[\*\*\*]

Document has been separately filed as Exhibit 10.13 on the Company's Current Report on Form 8-K Filed on December 30, 2021

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## EXHIBIT B

## EQUITY AWARD SUMMARY

Name	Grant	Grant	Plan/Type	Granted Shares	Price	Exercised/		Unvested
	Number	Date				Released	Vested	
Kearney, Brian Patrick	00000105	02/01/2022	2021/ISO	41,999	\$11.32	0	17,666	24,333
	00000106	02/01/2022	2021/NQ	118,001	\$11.32	0	32,334	85,667
	00000312	09/14/2022	2021/ISO	6	\$2.98	0	0	6
	00000313	09/14/2022	2021/NQ	124,994	\$2.98	0	0	124,994
	00000397	02/01/2023	2021/ISO	18,309	\$2.08	0	0	18,309
	00000398	02/01/2023	2021/NQ	137,941	\$2.08	0	9,765	128,176
	NP000010	10/01/2020	NoEP/RSA	457,533	\$0.00	295,490	295,490	162,043
				898,783		285,958	355,255	543,528

Options

- Outstanding stock options will cease vesting as of the close of business on the later of (i) the Separation Date and (ii) the date your Consulting Agreement terminates or expires, whichever is earlier (the later of (i) and (ii), the "Service Termination Date"). Accordingly, the shares issuable upon exercise of a stock option will continue to vest in accordance with their terms so long as you have a Service Relationship (as defined in the 2021 Stock Option and Incentive Plan (the "Plan")) with the Company. "Service Relationship" means any relationship as an employee or Consultant (as defined in the Plan) of the Company. A Service Relationship shall be deemed to continue without interruption in the event a grantee's status changes from employee to Consultant or vice versa, provided that there is no interruption or other termination of Service Relationship in connection with



the grantee's change in capacity. Your "Service Relationship" for purposes of the Plan will continue until the Service Termination Date.

- Equity Awards that constitute "Incentive Stock Options" must be exercised within three months after the Separation Date (or 12 months in the case of death or disability) to qualify as an "incentive stock option." Thereafter the Equity Award will be treated as a non-qualified stock option.
- Per your stock option agreements, you have three months in which to exercise those stock options that are vested as of the Service Termination Date. Vested options that are not exercised within such three months will be forfeited back to the Company at such time.
- If within three months following the Separation Date your termination needs to be recharacterized as a Qualified Termination Event (as defined under the Executive Severance Plan) that has occurred within the Change in Control Period (as defined in the Executive Severance Plan), then the provisions of Section 7(a) of the Executive Severance Plan shall be applicable and you shall be entitled to such additional benefits with respect to your stock options as provided in such Section 7(a) of the Executive Severance Plan. If your Service Termination Date occurs within three months following the Separation Date, then any unvested stock options that are outstanding as of your Service Termination date will remain outstanding (but will not continue to vest) until the three-month anniversary of your Separation Date, at which time such unvested options will forfeit back to the Company, unless the immediately preceding sentence applies during such period.

### Restricted Stock

- Your restricted stock listed in the table above is evidenced by that certain Restricted Stock Purchase Agreement dated November 3, 2020, by and between the Company (as successor in interest to Pardes Biosciences, Inc.) and you, and modified and construed in accordance with the "Severance" provisions in that certain executive offer letter dated September 21, 2020, as amended, between the Company (as successor in interest to Pardes Biosciences, Inc.) and you (the "RSA"). Capitalized terms used in this section of Exhibit B to the Separation Agreement and not otherwise defined shall have the meaning assigned to such terms in the RSA.
  - In connection with the Separation Agreement and the Consulting Agreement, you and the Company agree and acknowledge the following:
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- o “Continuous Service Status” as defined in the RSA means “the absence of any interruption or termination of service as an Employee or Consultant. ... Also, Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of ... a change in status from an Employee to a Consultant or from a Consultant to an Employee. “Consultant” means any person, including an advisor but not an Employee, who is engaged by the Company, or any Parent, Subsidiary or Affiliate, to render services (other than capital-raising services) and is compensated for such services, and any Director, whether compensated for such services or not.
  - o During the term of the Consulting Agreement due to the Continuous Service Status, unvested shares of common stock under the RSA will continue to vest monthly in accordance with the terms of the RSA and the RSA will be fully vested on October 1, 2024, subject to Continuous Service Status through the applicable vesting date.
  - o During the term of the Consulting Agreement due to the Continuous Service Status, unvested shares of common stock under the RSA will continue to be subject to acceleration and lapse of the Company’s repurchase option as provided in Section 3(a)(iv) and 3(a)(v) of the RSA upon the termination of the Consulting Agreement by the Company without Cause (as defined in the RSA) and in consideration for entering into the Consulting Agreement, the Company hereby agrees that the acceleration of vesting and lapse of the Company’s repurchase option provided under Section 3(a)(iv) shall also apply in connection with the expiration of the Consulting Agreement at the end of its term. Accordingly,
    - If your Continuous Service Status is terminated outside the Change in Control Period by the Company without Cause (i.e., the Company terminates your Consulting Agreement without Cause) or the Consulting Agreement expires in accordance with its terms, then pursuant to Section 3(a)(iv) of the RSA the shares of common stock that would have vested in the next nine months following the effective date of the termination or expiration shall vest and the Company’s repurchase option with respect to those vested shares shall lapse as of the termination or expiration date of the Consulting Agreement.
    - If your Continuous Service Status is terminated within the Change in Control Period by the Company without Cause (i.e., the Company terminates your Consulting Agreement without Cause or in connection with a Change in Control) or the Consulting Agreement expires in accordance with its terms, then pursuant to Section 3(a)(v) of the RSA all unvested shares of common stock under the RSA shall vest and the Company’s repurchase option shall lapse as of the date specified in the RSA.
  - o Upon a termination of Continuous Service Status, the Company shall have the right to repurchase unvested shares of common stock in accordance with the RSA (after taking account any vesting and lapse of the Company’s repurchase
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option as described above). By signing the Separation Agreement to which this Exhibit B is attached you agree and acknowledge that the Company may, at its choice, remit payment to you for the unvested shares by check, wire, ACH or any other electronic funds transfer method and the RSA shall be deemed modified accordingly.

- If within three months following the Separation Date your termination needs to be recharacterized as a Qualified Termination Event (as defined in the Executive Severance Plan) that has occurred within the Change in Control Period (as defined in the Executive Severance Plan), then the provisions of Section 7(a) of the Executive Severance Plan shall be applicable and you shall be entitled to such additional benefits with respect to your RSA as provided in such Section 7(a) of the Executive Severance Plan.
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EXHIBIT C  
INFORMATION CONCERNING REDUCTION IN FORCE

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EXHIBIT D  
STOCK POWER

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EXHIBIT E  
CONSULTING AGREEMENT

[\*\*\*]

Document has been separately filed as an exhibit to this Current Report on Form 8-K.

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## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Consulting Agreement") is executed as of May 15, 2023 by and between Pardes Biosciences, Inc., a Delaware corporation ("Company"), and Brian P. Kearney, PharmD, a resident of the state of \*\*\* ("Consultant") to be effective as of the first day following the Separation Date (as defined in the Separation Agreement (as defined below)) (the "Effective Date") but contingent upon, and assuming that the Separation Agreement has become effective and not revoked. This Consulting Agreement is being entered into by the parties pursuant to that certain Separation Agreement and General Release of Claims dated as of May 15, 2023 (the "Separation Agreement") and is Exhibit E to such Separation Agreement. Each capitalized term used herein and not otherwise defined shall have the meaning assigned to such term in the Separation Agreement.

WITNESSETH:

WHEREAS, Company desires to engage Consultant as of the Effective Date to provide certain transition services on an independent contractor basis as outlined below, and Consultant wishes to provide such services to Company; and

WHEREAS, Company and Consultant desire to establish and document the terms and conditions of such consulting relationship between them.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Appointment of Consultant; Services.** As of the Effective Date, Company appoints Consultant and Consultant hereby accepts appointment as consultant to the Company. In this capacity, Consultant shall perform the services set forth on Exhibit 1 (the "Services"). Consultant and Company shall work together to delineate the scope of each project and the timeline and deliverables related thereto. Consultant is expected to work no more than 12 hours per month for the Company through July 31, 2023, and then no more than 6 hours per month thereafter, which the parties acknowledge is less than 20% of Consultant's average weekly service level with the Company over the 36 months prior to the end of the Term.

**2. Term; Termination.** Upon the Separation Agreement becoming effective, this Consulting Agreement will be effective as of the Effective Date, which date is May 16, 2023, and will continue in effect until December 31, 2023, unless earlier terminated (the "Term"). This Consulting Agreement may be terminated prior to the expiration of the Term at any time by either party, with or without Cause (as defined in the 2021 Stock Option and Incentive Plan), and without prejudice to any right or remedy a party may have due to any failure of the other party to perform their obligations under this Consulting Agreement, upon thirty days written notice to the other party. This Agreement shall automatically be deemed automatically terminated by the Company without Cause, with or without notice, upon the consummation of a Sale Event (as defined in the 2021 Stock Option and Incentive Plan). The Company may, in addition to any other rights it may have at law or in equity, terminate this Consulting Agreement immediately and without prior notice for Cause or if Consultant is in breach of any material provision of this Consulting Agreement or the Separation Agreement and fails to cure such breach (to the extent

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capable of being cured) within thirty days after receipt of written notice describing in detail Consultant's breach. In the event of a dispute over what constitutes a breach hereunder or a termination for Cause, the parties shall agree to resolve the matter in accordance with Section 13.

**3. Duties of Consultant.** Consultant agrees to faithfully, diligently, competently, and to the best of Consultant's ability perform the Services; provided, that Consultant will at all times retain sole and absolute discretion and judgment in the manner and means of carrying out the Services. Consultant shall use best efforts to perform the Services in a manner satisfactory to the Company. Without limiting the foregoing, Consultant shall provide Services to Company in accordance with generally accepted professional standards as applied to similar projects performed under similar conditions prevailing in the industry at the time such Services are rendered to the Company. Consultant understands that the Company is retaining Consultant based upon his expertise and knowledge regarding the Company's clinical development program and Consultant shall not subcontract any portion of Consultant's duties or obligations under this Consulting Agreement without the prior written consent of the Company's General Counsel.

**4. Services for Others.** Subject to Consultant's confidentiality obligations hereunder and under Consultant's PIIA, Consultant will be free to be employed by or perform consulting services for other persons and entities during the Term.

**5. Compensation of Consultant.** Compensation for Services is set forth on Exhibit 1. As provided in the Separation Agreement, Services under this Agreement shall constitute uninterrupted Service Relationship (as each such term is defined in Consultant's applicable equity award). As provided in the Separation Agreement, Services under this Agreement shall constitute uninterrupted Service Relationship and Continuous Service Status (as each such term is defined in the applicable equity award) under Consultant's existing equity awards. During the Term of this Agreement, such equity awards shall continue to vest until the cessation of the Service Relationship and Continuous Service Status and be subject to repurchase/forfeiture/expiration in each case in accordance with their terms and the applicable equity award listed on Exhibit B to the Separation Agreement.

**6. Expenses.** Consultant shall be reimbursed for any reasonable expenses incurred while performing Services on behalf of Company, including travel (i.e., airfare, meals and lodging), provided such expenses are approved by Company's Chief Financial Officer in advance in writing. All air travel on behalf of Company shall be coach class (except for international travel which may be business class in accordance with the Company's travel policy) unless otherwise mutually agreed by the parties. As a condition to receipt of reimbursement, Consultant shall be required to submit to Company reasonable evidence that the amount involved was expended, related to Services provided under this Consulting Agreement and received prior written approval.

**7. Independent Contractor Status of Consultant.**

a. Consultant's legal status is an independent contractor of Company. Nothing in this Consulting Agreement makes Consultant the agent, partner, joint venturer, employee or legal representative of Company for any purpose whatsoever; nor shall Consultant hold himself out as such. Consultant will have no authority to bind Company in any manner or for any purpose.

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b. Consultant will not be an employee of Company for any purpose, including for purposes of the Fair Labor Standards Act's minimum wage and overtime provisions, nor any other provision of federal, state, or local law applicable to employees. Further, except for the health benefits provided in the Separation Agreement, and rights and entitlements provided to Consultant under the applicable equity awards set forth on Exhibit B to the Separation Agreement, Consultant understands and agrees that Consultant will not be entitled to any employee benefits that may be made available by the Company to its employees, including but not limited to vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, and unemployment insurance benefits.

c. Consultant acknowledges that Consultant has not relied on any statements or representations by the Company or its attorneys with respect to the tax treatment of any compensation due under this Consulting Agreement. Consultant understands that the Company will not be responsible for withholding or paying any federal or state income, social security or other taxes in connection with any compensation paid under this Consulting Agreement, and Consultant agrees that Consultant is solely responsible for any such tax payments.

**8. Representations.** Consultant hereby represents and warrants to Company that (a) Consultant is free to enter into this Consulting Agreement with Company and to perform the Services described herein; (b) the execution of this Consulting Agreement and the performance of the Services by Consultant will not result in the breach of any express or implied, oral or written, contract or agreement, to which Consultant is bound (including, without limitation, any non-competition agreement with a current or prior employer); and (c) the execution of this Consulting Agreement and the performance of the Services will not at any time interfere with or violate any third party rights (including, without limitation, the use, disclosure, misappropriation, or infringement of any confidential information, proprietary rights or intellectual property belonging to any other person or entity).

#### **9. Intentionally Omitted.**

**10. Ownership of Intellectual Property; Proprietary Information.** Consultant agrees to the foregoing:

a. Company shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the term of this Consulting Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Consultant will promptly disclose and provide all Inventions to Company. Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant shall assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Invention.

b. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or

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employees) developed, learned or obtained by or on behalf of Consultant during the period that Consultant is to be providing the Services that relate to Company or the business or in connection with the Services or that are received by or for Company in confidence, constitute "Proprietary Information." Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. Upon termination or as otherwise reasonably requested by Company, Consultant will provide to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep Consultant's personal copies of its compensation records and this Agreement. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

c. To the extent allowed by law, Section 10(a) and any license granted Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). Furthermore, Consultant agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Company may and is hereby authorized to (and to allow others to) use Consultant's name in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible and agrees not to assert any Moral Rights with respect thereto. Consultant will confirm any such ratifications and consents from time to time as reasonably requested by Company. If any other person, acting on Consultant's behalf or at his direction, is in any way involved in any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.

d. If any part of the Services or Inventions or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to Consultant (or any person involved in the Services) and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

**11. Remedies.** Consultant acknowledges and agrees that the breach or threatened breach of Sections 10, 11 and/or 12 of this Consulting Agreement may result in immediate and irreparable injury to Company, which injury may not be subject to redress by monetary damages. Accordingly, Consultant agrees that Company is entitled to enforce this Consulting Agreement by seeking a temporary restraining order, preliminary and permanent injunction and/or any other appropriate equitable relief, and without the necessity of posting any bond. Nothing in this Section prohibits the Company from pursuing any other remedies available to it in law or equity, including but not limited to the recovery of monetary damages.

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**12. Assignment.** Due to the personal nature of the Services to be rendered hereunder, Consultant may not assign this Consulting Agreement. The Company may assign this Consulting Agreement without the consent of Consultant. Subject to the foregoing, this Consulting Agreement will inure to the benefit of and be binding upon each of the heirs, assigns and successors of the respective parties.

**13. Governing Law; Venue.** The validity, interpretation, construction and performance of this Consulting Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws. Any litigation arising out of or related to this Consulting Agreement will be brought exclusively in any state or federal court situated in California. Each party (i) consents to the personal jurisdiction of said courts, (ii) waives any venue or inconvenient forum defense to any proceeding maintained in such courts, and (iii) agrees not to bring any proceeding arising out of or relating to this Consulting Agreement in any other court or jurisdiction.

#### **14. Compliance with Laws.**

a. Absence of Debarment/Exclusion. Consultant has not been debarred, and to the best of Consultant's knowledge, is not under consideration to be debarred, by the U.S. Food and Drug Administration or comparable foreign equivalent from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992 or comparable foreign law or regulation. Consultant will immediately notify Company if it becomes aware of any such action being taken or threatened to be taken against Consultant.

b. Anti-Bribery and Corruption Covenant. Consultant shall not violate any applicable anti-bribery and anti-corruption laws or regulations, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the China anti-bribery and corruptions laws or other local laws applicable to your Services (collectively, the "Anti-Bribery Laws"). Consultant shall not make, directly or indirectly, in connection with this Consulting Agreement or any Services or in connection with any other business transaction related to Company, a payment or gift of, or an offer, promise or authorization to give money or anything of value to any (a) (i) director, officer, employee, agent or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent or representative) of any Government Entity (as defined below), or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) political party, political party official or political party employee; (iii) candidate for public or political office; (iv) any royal or ruling family member; or (v) agent or representative of any of those persons listed in subcategories (i) through (iv) (collectively, "Government Official"); (b) person or entity; or (c) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to a Government Official or another person or entity; for the purpose of: influencing any act or decision of such Government Official or such person or entity in his/her or its official capacity, including a decision to do or omit to do any act in violation of his/her or its lawful duties or proper performance of functions; or inducing such Government Official or such person or entity to use his/her or its influence or position with any Government Entity or other person or entity to influence any act or decision; in order to obtain or retain business for, direct business to, or secure an improper advantage for Company. "Government Entity," means (i) any national, state, regional or local government (including, in each case, any agency, department or subdivision of such government), and any government agency or department; (ii) any

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political party; (iii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (ii); or (iv) any international organization, such as the United Nations or the World Bank. Consultant shall, when requested by Company from time to time, provide a certification in form and substance satisfactory to Company, signed by Consultant, certifying that Consultant is in compliance with this Section 16(b). A violation of this Section 14(b) shall constitute a material breach of this Consulting Agreement by Consultant.

c. Insider Trading. Consultant acknowledges that the Company is an issuer with securities registered pursuant to U.S. Securities Act of 1933, as amended and that the disclosure of non-public information regarding the Company or any of its subsidiaries by Consultant or trading in the securities of the Company while in the possession of material nonpublic information is a material breach of the terms of this Consulting Agreement and may subject the Company and/or Consultant to liability.

## 15. Miscellaneous.

a. The provisions of Sections 2, 4 and 6-15 will survive the termination of this Consulting Agreement for any reason.

b. Should any provision of this Consulting Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Consulting Agreement and the application thereof other than those provisions held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

c. No waiver by either party of any breach of this Consulting Agreement shall be construed as a waiver of any succeeding breach of this Consulting Agreement.

d. This Consulting Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Any facsimile, PDF reproduction of original signatures or other electronic transmission of a signed counterpart shall be deemed to be an original counterpart and any signature appearing thereon shall be deemed to be an original signature.

e. This Consulting Agreement, together with the PIIA (as defined in the Separation Agreement) and Separation Agreement and the documents referenced therein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral regarding the subject matter thereof.

f. This Consulting Agreement may be amended only by a written instrument signed by both Company and Consultant.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement to be effective as of the Effective Date.

"COMPANY"

"CONSULTANT"

PARDES BIOSCIENCES, INC.

By: /s/ Elizabeth H. Lacy  
Name: Elizabeth H. Lacy  
Title: General Counsel

/s/ Brian P. Kearney  
Brian P. Kearney, PharmD

[Signature Page to Consulting Agreement]

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1. **Description of Services.** Consultant will perform scientific and strategic advisory services as requested by Company's executive officers that relate to (i) the orderly transition and winding down of, and advice related to, the Company's clinical development program, (ii) business development support, and (iii) review and advise on manuscripts related to pomotrelvir clinical development.
  2. **Timeline** - The timeline for the performance of the Services shall be as mutually agreed upon between the Company and Consultant.
  3. **Hourly Rate for Services** - Consultant shall be paid an hourly rate of \$200.00 per hour that Services are performed. Consultant shall be entitled to bill for Services in increments of 15 minutes, in which case the hourly rate will be reduced on a pro rata basis. Section 6 of the Agreement applies to travel expenses. When Consultant is required to travel in connection with the performance of Services, Consultant shall not charge for travel time in excess of 6 hours in a 24-hour period (for domestic travel and travel within North America) and in excess of 10 hours in a 24-hour period (for other international travel). Travel time will be billed at \$100.00 per hour (½ the hourly rate specified above), unless work is performed while in transit and the standard rate is approved by the Chief Financial Officer of the Company.
  4. **Maximum Payment Amount** -The maximum amount billed by Consultant for the Services shall not exceed \$13,200. Consultant shall not bill Company for any Services in excess of such amount without obtaining the advance written approval (with email being sufficient) of Company's Chief Financial Officer.
  5. **Payment Schedule** -- Project fees will be billed on a monthly basis for Services performed in the prior month. Invoices should be emailed to [\*\*\*]
  6. **Deliverables** -- The deliverables related to the Services shall be specified by Company in writing or email and delivered to Consultant during the term of the Agreement.
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