

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): April 21, 2023

Finch Therapeutics Group, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40227
(Commission File Number)

82-3433558
(IRS Employer
Identification No.)

200 Inner Belt Road
Somerville, Massachusetts
(Address of Principal Executive Offices)

02143
(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 229-6499

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock \$0.001 par value per share	FNCH	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.

On April 21, 2023, the Board of Directors (the “Board”) of Finch Therapeutics Group, Inc. (the “Company”) approved the termination of employment, without cause, of each of Mark Smith, Ph.D., and Marc Blaustein, the Company’s Chief Executive Officer and Chief Operating Officer, in each case effective May 15, 2023. Each of Dr. Smith and Mr. Blaustein will be entitled to severance benefits in accordance with the terms, and subject to the conditions, of his release agreement, the form of which was filed as an exhibit to his executive employment agreement and was included as Exhibit 10.12, for Dr. Smith, and Exhibit 10.13, for Mr. Blaustein, to the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on March 23, 2023 and as otherwise described in the Company’s preliminary proxy statement filed with the SEC on April 14, 2023. Further, on April 21, 2023, Dr. Smith resigned as a member of the Board, effective as of May 15, 2023. Dr. Smith’s decision to resign as a member of the Board was not the result of any disagreement between Dr. Smith and the Company on any matters relating to the Company’s operations, policies or practices. The Company intends to enter into a consulting agreement with each of Dr. Smith and Mr. Blaustein, pursuant to which they will provide advisory services to the Company in exchange for cash consideration at an hourly rate.

Additionally, on April 21, 2023, and effective as of May 16, 2023, the Board appointed Matthew P. Blischak to serve as the Company’s Chief Executive Officer and Lance Thibault to serve as the Company’s Chief Financial Officer.

Mr. Blischak, age 60, most recently has served as a Partner at Roivant Sciences from May 2018 to April 2023, where he focused on the management and protection of intellectual property across the company and its subsidiaries. From 2012 to March 2018, Mr. Blischak worked at Teva Pharmaceuticals in a variety of roles including as Vice President and General Counsel, Global Specialty IP Litigation. Prior to that, Mr. Blischak served as Vice President and Associate General Counsel for Intellectual Property at Sunovion Pharmaceuticals and Senior Counsel, Patent Litigation at Bristol-Myers Squibb. Prior to that, he worked at a boutique intellectual property law firm. Mr. Blischak began his legal career at Cleary, Gottlieb, Steen & Hamilton. Mr. Blischak graduated *cum laude* from Case Western Reserve University with a BS in Chemical Engineering, *magna cum laude* from the American University Washington College of Law, and from Johns Hopkins University, where he earned his MS in Biotechnology.

In connection with Mr. Blischak’s appointment, the Company entered into an employment agreement with Mr. Blischak (the “Employment Agreement”), pursuant to which he will be entitled to an annual base salary of \$400,000, an annual target bonus in an amount equal to 40% of his annual base salary, prorated for the initial partial year worked, and certain severance benefits in the event of a qualifying termination of employment. In addition, the Employment Agreement provides that, subject to Board approval, Mr. Blischak will receive a grant of an option to purchase up to 962,899 shares of the Company’s common stock pursuant to the Company’s 2021 Equity Incentive Plan (the “Plan”). Mr. Blischak’s option grant will vest over a four-year period, with 25% of the shares subject to the option vesting on the one-year anniversary of the grant date and the remainder vesting monthly in equal installments over the following 36 months, such that the option will vest in full on the four-year anniversary of the grant date, generally subject to Mr. Blischak’s continuous employment as of such vesting dates. Mr. Blischak is also eligible for additional equity awards under the Plan, as may be granted from time to time. The Company and Mr. Blischak also entered into a consulting agreement (the “Consulting Agreement”), pursuant to which Mr. Blischak will provide advisory services to the Company from April 21, 2023 through May 15, 2023, in exchange for cash consideration at an hourly rate, not to exceed \$36,480 in the aggregate.

If Mr. Blischak’s employment is terminated by the Company involuntarily without “cause” and not due to death or “disability”, or if Mr. Blischak resigns for “good reason” (each as defined in the Employment Agreement), in each case, not in connection with a “change in control” (as defined in the Plan), then Mr. Blischak will be entitled to: (1) cash severance equal to the greater of (i) six months of his base salary or (ii) if the termination occurs prior to May 16, 2024, the difference between (A) 12 months of his base salary and (B) the aggregate amount of base salary actually paid to Mr. Blischak, in each case paid in equal monthly installments (the number of monthly installments being the “Severance Period”); (2) if he timely elects COBRA health continuation, contributions to his monthly COBRA premiums in the same amount as if he had remained actively employed for up to the Severance Period (or if medical and/or dental benefits were not offered at the time of termination, a cash payment in lieu thereof for up to the Severance Period); and (3) any unpaid annual bonus that is earned and payable and approved by the Board.

If, within six months prior to or 12 months following a change in control, Mr. Blischak is terminated by the Company (or a successor) involuntarily without cause and not due to death or disability, or Mr. Blischak resigns for good reason, then Mr. Blischak will be entitled to: (1) cash severance equal to 12 months of his base salary, paid in 12 equal monthly installments; (2) if he timely elects COBRA health continuation, contributions to his monthly COBRA premiums in the same amount as if he remained actively employed for up to 12 months (or if medical and/or dental benefits were not offered at the time of termination, a cash payment in lieu thereof for up to 12 months); (3) any unpaid annual bonus that is earned and payable and approved by the Board; (4) a lump sum payment equal to his annual target bonus, pro-rated for the calendar year of termination; and (5) as of the date of such termination, the immediate vesting and exercisability of any equity awards with respect to Company stock then held by Mr. Blischak which vest based on continued service.

In the event Mr. Blischak's employment terminates for cause, or Mr. Blischak terminates his employment for any reason other than good reason, then Mr. Blischak will not be entitled to any severance benefits or other consideration; provided that, if the Company does not waive the non-competition provisions of Mr. Blischak's employment agreement in connection with such termination, the Company will pay Mr. Blischak an amount equal to the sum of six times his monthly base salary (at the monthly base salary rate in effect immediately prior to the termination of his employment), except to the extent such termination arises from Mr. Blischak's breach of his fiduciary duty or theft of Company property (whether physical or electronic).

The foregoing description of the Consulting Agreement and the Employment Agreement is qualified in its entirety by reference to the complete text of the Consulting Agreement and the Employment Agreement, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and which are incorporated by reference herein.

The Company also will enter into its standard form of indemnification agreement with Mr. Blischak, a copy of which has been filed as Exhibit 10.2 to the Company's Registration Statement on Form S-1 (File No. 333-253622) filed with the Securities and Exchange Commission on March 15, 2021, and is incorporated herein by reference.

There are no family relationships between Mr. Blischak and any director or executive officer of the Company, and he does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Thibault, age 56, has served as a Managing Director at Danforth Advisors LLC ("Danforth") since January 2014. Mr. Thibault has more than 30 years of experience in the life sciences industry, providing operational, financial and strategic services at a number of private and public pharmaceutical and biotechnology companies. Most recently, Mr. Thibault served as Interim Chief Financial Officer at Arcellx, Inc. from January 2022 to May 2022. Prior to that, Mr. Thibault served as Interim Chief Financial Officer of Aadi Bioscience, Inc. from July 2021 to November 2021, as Acting Chief Financial Officer of Pieris Pharmaceuticals, Inc. from February 2017 to April 2018, and as Interim Chief Financial Officer of Proteostasis Therapeutics, Inc. from April 2015 to August 2016. Prior to 2010, Mr. Thibault was Chief Financial Officer and Treasurer of deCODE genetics, Inc. and a director at PricewaterhouseCoopers LLP. Mr. Thibault is a Certified Public Accountant and received his B.S. in Accountancy from Bentley University.

There are no family relationships between Mr. Thibault and any director or executive officer of the Company, and he does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Thibault provides consulting services to the Company pursuant to a consulting agreement between the Company and Danforth and receives no compensation directly from the Company. The Company will pay Danforth an agreed upon hourly rate of \$525 for Mr. Thibault's services, which is subject to monthly review and annual increase, and will reimburse Danforth for reasonable, out-of-pocket business expenses. The consulting agreement may be terminated by the Company or Danforth with cause, upon 30 days' written notice, and without cause, upon 90 days' written notice.

Item 7.01 Regulation FD Disclosure.

On April 25, 2023, the Company issued a press release related to the appointments of Mr. Blischak and Mr. Thibault. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for purposes of the Exchange Act of 1934, as amended (the “Exchange Act”), and shall not be deemed incorporated by reference in any filing under Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit Number	Description
10.1	Consulting Agreement, dated as of April 21, 2023, between Finch Therapeutics, Inc. and Matthew Blischak.
10.2	Executive Employment Agreement, effective as of April 21, 2023, between Finch Therapeutics Group, Inc. and Matthew Blischak.
99.1	Press Release, dated April 25, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

FINCH THERAPEUTICS GROUP, INC.

Date: April 25, 2023

By: /s/ Mark Smith
Mark Smith, Ph.D.
Chief Executive Officer

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into as of April 21, 2023 (the “Effective Date”) by and between Matthew Blischak, with an address of [***] (“Consultant”), and Finch Therapeutics, Inc., a Delaware corporation with an address at 200 Inner Belt Road, Suite 400, Somerville, MA 02143 (“Finch”). Finch desires to obtain from Consultant various services, and Consultant desires to provide the services to Finch, all as provided in this Agreement. Each of Consultant and Finch may be referred to herein individually as a “Party,” or collectively as the “Parties”.

1. Services. Finch hereby offers to engage Consultant, and Consultant accepts engagement by Finch, for the performance of the services (“Services”) for Finch and/or its Affiliates in accordance with the attached business terms exhibit, and any additional business terms exhibit(s) which may be executed by the Parties hereunder from time to time (each, a “Business Terms Exhibit”). Each Business Terms Exhibit shall become a part of this Agreement; provided that the terms in any Business Terms Exhibit will apply only with respect to the Services described therein. In the event of any conflict between the terms of this Agreement and any Business Terms Exhibit, the terms of this Agreement will govern. Any changes to the Services (and any related compensation adjustments) must be agreed to in writing between Consultant and Finch prior to the implementation of such changes. Herein “Affiliate” means, with respect to a given entity, any person or legal entity directly or indirectly controlling, controlled by or under common control with such entity, where control shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities of an entity or such other relationship as results in the actual control over the management, assets, business and affairs of an entity.

2. Performance. Consultant represents and warrants that Consultant has the requisite skills, experience and expertise to provide the Services and will provide the Services (i) diligently, conscientiously and in accordance with the highest applicable industry standards and (ii) in accordance with best business practices, policies and procedures employed in Finch’s business including, but not limited to, procedures regarding safety, security, data administration and operating practices. Consultant agrees to provide the Services at such locations and facilities as may be agreed upon by Consultant and Finch, to keep Finch advised of the progress of Services, to permit any representative duly authorized by Finch to inspect from time to time such results of said Services and to provide Finch with such documents, reports, presentations, and the like as Finch shall reasonably request.

3. Subcontracting; Consultant Personnel. The Services are personal in nature and Consultant is not permitted to subcontract the performance of any of its obligations under this Agreement to any third party without obtaining Finch’s prior written consent.

4. Confidentiality. Consultant understands that all technical, business and financial information concerning Finch and its related entities and Affiliates, whether written or oral, and whether or not marked as confidential, which is disclosed or made available to Consultant by Finch or any person working for Finch or an entity affiliated with Finch, including any academic institutions, and all information which Consultant generates as a result of Services performed for Finch (collectively, “Confidential Information”), is proprietary and confidential to Finch. “Confidential Information” includes, without limitation, (a) Work Product, Inventions, Finch Materials, and information concerning Finch’s proposed or actual products or services, (b) business strategies, financial information, forecasts, personnel information and customer lists of Finch, (c) all information of third parties that Finch has an obligation to keep confidential, and (d) the terms and conditions of this Agreement. All Confidential Information is and shall remain the sole and exclusive property of Finch. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication or otherwise, to vest in Consultant any license, interest, or ownership rights of any kind to or

under the Confidential Information, inventions, patents, know-how, trade secrets, trademarks, or copyrights owned or controlled by Finch. Confidential Information, however, shall not include any such information which Consultant can demonstrate by competent evidence is: (a) in Consultant's possession prior to its receipt of such information under this Agreement, as shown by Consultant's written records; (b) already available or becomes available to the public through no fault of Consultant's; or (c) is received by Consultant from a third party having a right to disclose it. During the Term and thereafter, Consultant agrees that Consultant shall not, without the prior written consent of Finch, (a) use Confidential Information for any purpose other than carrying out the Services under this Agreement; or (b) disclose Confidential Information except on a "need to know" basis as is necessary to fulfill Consultant's obligations hereunder, and only then with the prior written consent of Finch, and provided disclosure is only made to any party bound by written obligations of confidentiality at least as restrictive as those set forth in this Agreement. Consultant agrees to return any and all of Confidential Information to Finch upon any termination or expiration of the Agreement upon the request of Finch.

5. Ownership of Work Product. Finch shall own all right, title and interest in and to all Inventions (defined below) arising from or made in the performance of (solely or jointly with others) the Services (whether or not patentable or subject to copyright or trade secret protection) (collectively, the "Work Product"). Consultant hereby irrevocably assigns and agrees to assign to Finch, without additional consideration, all right, title and interest in and to all Work Product throughout the world, including without limitation, all patents, trade secrets, copyrights, trademarks and all other intellectual property and proprietary rights related thereto. Consultant shall provide Finch with the originals and/or all copies of such Work Product upon request of Finch. To the extent that any copyrighted work produced by Finch hereunder is not a "work made for hire" for purposes of the copyright laws of the United States, Consultant hereby assigns to Finch all right, title and interest in the copyright of such work, including without limitation the right to reproduce, distribute, sublicense, perform and display the work and to create and use derivative works therefrom in any medium throughout the world. The term "derivative works" as used in this Agreement has the same meaning as used in the Copyright Act of the United States. Consultant shall cooperate with Finch both during and after the term of this Agreement to procure and maintain Finch's rights with respect to the foregoing and to complete and execute such assignments, certificates or other instruments as Finch may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right, title and interest in or to any of the foregoing. Consultant shall retain no rights in or to any Work produced hereunder. For the purposes of this Agreement, "Inventions" means all inventions, discoveries, improvements, ideas, concepts, designs, formulations, products, works of authorship, computer programs, biological materials, know-how, information, data, documentation, reports, research and creations.

6. Finch Materials. All documents, data, records, materials, compounds, equipment and other physical property furnished or made available by or on behalf of Finch and its related entities and Affiliates to Consultant in connection with this Agreement ("Finch Materials") are and will remain the sole property of Finch. Consultant will use Finch Materials only as necessary to perform the Services and will not transfer or make available to any third party the Finch Materials without the express prior written consent of Finch. Consultant will return to Finch any and all Finch Materials upon request.

7. Term and Termination. This Agreement shall commence on the Effective Date and expire at the end of the period specified in the "Term" section of the attached Business Terms Exhibit (or, if multiple Business Terms Exhibits are entered into hereunder, the latest end date of the periods specified in the "Term" section of such multiple Business Terms Exhibits), unless terminated sooner in accordance with this Agreement, or extended as mutually agreed upon in writing by both Parties ("Term"). Finch may terminate this Agreement or any Business Terms Exhibit at any time, with or without cause, upon providing written notice to Consultant. Consultant shall have the right to terminate this Agreement upon thirty (30) days' advance written notice. Upon expiration or termination of this Agreement, neither Consultant nor

Finch will have any further obligations under this Agreement, except that (a) Consultant will terminate all Services in progress in an orderly manner as soon as practicable and in accordance with a schedule agreed to by Finch, unless Finch specifies in the notice of termination that Services in progress should be completed, (b) Consultant will deliver to Finch any and all Work Product developed through expiration or termination, (c) Finch will pay Consultant any monies due and owing Consultant up to the time of termination or expiration, for Services actually performed and all authorized and non-cancellable expenses actually incurred, (d) Consultant will immediately return to Finch all Confidential Information and copies thereof provided to Consultant under this Agreement, and (e) the terms, conditions and obligations under Sections 3, 4, 5, 6, 7, 12, 14, 15, 16, 17 and 18 shall survive expiration or termination of this Agreement.

8. Intentionally Omitted.

9. Compensation. In consideration of the timely performance of Services in accordance with this Agreement, Finch shall pay Consultant in accordance with the approved Business Terms Exhibit, which shall include a description of the Services, the associated billing rate(s) and terms of expense reimbursement. Finch will make no payments until it has received from Consultant an executed original of the Agreement and a current copy of a completed Internal Revenue Service form W-9. Invoices shall be payable by Finch within thirty (30) days of receipt, unless disputed in good faith. By acceptance of payment for the Services specified therein, Consultant waives any and all further claims against Finch for such payment. The Parties represent that as of the date of full execution of this Agreement the fees represent fair market value for Services rendered, are based upon arm's length bargaining, and are consistent with the value of similar services.

10. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee, agent, joint venture, or partner of Finch for any purpose. Finch shall not be responsible for providing fringe or other benefits, including health insurance coverage, to Consultant. Consultant shall be responsible for the payment of taxes or contributions for unemployment insurance or old age pensions or annuities or social security payments which are measured by the wages, salaries or other remuneration paid to the Consultant or the employees of Consultant and owed on fees paid by Finch, and Finch shall not withhold taxes on payments made to Consultant, Consultant shall have no authority whatsoever to bind Finch in any way or assume any obligations or liabilities of any nature for or on behalf of Finch. The Consultant is free from control and direction in connection with the performance of the Services identified herein, both under this Agreement for the performance of Services and in fact; and the Services are performed outside the usual course of the business of Finch, or Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Services performed.

11. Consultant Representations and Warranties

(a) General. Consultant represents and warrants that performance of the Services provided under this Agreement do not and shall not violate any applicable law, rule or regulation; any contracts with third parties; or any third party rights in any patent, trademark, copyright, trade secret or similar right. Consultant further warrants that the Services provided hereunder will be best efforts and of a professional quality conforming to generally accepted industry standards. Consultant further represents and warrants that (a) it is under no obligation to any third party that would interfere with its rendering to Finch execution and performance of the Services, including any employer or institution, and (b) Consultant has the full right, power and authority to enter into this Agreement and there is nothing that will prevent Consultant from performing obligations under this Agreement. If Consultant is a faculty member at, or employee of, a university or hospital ("Institution"), Consultant represents and warrants that pursuant to Institution's policies concerning professional consulting and additional workload, Consultant is permitted to enter into this Agreement. If Consultant is required by Consultant's Institution to disclose to it any

proposed agreements with industry, Consultant has made such disclosure. If Institution's prior approval of this Agreement is required by Institution, Consultant has obtained or will obtain such approval prior to beginning the Services.

(b) Debarment. Consultant represents and warrants that (a) the Services will be performed in accordance with all applicable current government regulatory requirements and all federal, state and local laws, rules and regulations, and (b) Consultant, (i) has not been debarred and is not subject to a pending debarment, pursuant to section 306 of the United States Food Drug and Cosmetic Act, 21 U.S.C. §335a, (ii) is not ineligible to participate in any federal and/or state healthcare programs or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)), including, but not limited to, Medicare, Medicaid and Civilian Health and Medical Program of the Uniformed Services, (iii) is not disqualified by any government or regulatory agencies from performing specific services, and is not subject to a pending disqualification proceeding and (iv) has not been convicted of a criminal offense related to the provision of healthcare items or services, and is not subject to any such pending action. Consultant agrees to inform Finch in writing promptly if Consultant is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of Consultant's knowledge, is threatened.

(c) Anti-Corruption Laws. To determine and ensure compliance with the United States Foreign Corrupt Practices Act, as amended from time to time, the UK Bribery Act 2010, and the OECD Anti-Bribery Convention (hereafter, "Anti-Corruption Laws"), Consultant shall, upon reasonable advance notice, permit Finch and its representatives during normal business hours to inspect and audit Consultant's business records. Consultant shall take such actions that are commercially feasible to adopt any reasonable suggestions of Finch to correct any deficiencies identified by any inspection or audit conducted by Finch. Consultant acknowledges that Finch is committed to complying with all national and transnational anti-bribery statutes including, without limitation, compliance with the Anti-Corruption Laws and agrees that Consultant will comply with their provisions at all times with regard to the Services including, but not limited to, not offering or giving anything of value to a foreign public official in connection with the performance of the official's duties or inducing an official to use their position to influence any acts or decisions of any foreign, state or public international organization.

12. Indemnification; Limitations of Liability. Consultant agrees to defend, indemnify and hold harmless Finch, its officers, directors, agents and employees (collectively, "Finch Indemnitees") from and against any and all third party claims, actions, damages, costs, expenses (including reasonable attorneys' fees), losses or liabilities of any nature incurred or asserted against the Finch Indemnitees arising out of or related to (a) the negligence, fraud, or misconduct of Consultant, (b) any breach of warranty by Consultant, or (c) failure of Consultant to comply with the terms hereof. Neither Finch nor its Affiliates, partners, agents, clients or its or their employees (including Finch Indemnitees) shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered by Consultant. The waiver and disclaimer of liability expressed herein shall survive termination or expiration of this Agreement, and shall apply whether in contract, equity, tort or otherwise, and shall extend to the Finch Indemnitees, and the agents of Finch, and their respective officers and employees.

13. Audit.

(a) Consultant will permit Finch's representatives, upon reasonable advance notice and during regular business hours, to examine or audit all records relating to such Services, including financial records and systems, and the facilities or sites where the Services are provided, to determine that the Services are being conducted in accordance with this Agreement.

(b) If any governmental or regulatory authority conducts, or gives notice to Consultant of its intention to conduct, an inspection, audit or other regulatory action with respect to the Services provided pursuant to this Agreement, Consultant will promptly notify Finch prior to complying with such a demand or request. To the extent permitted by applicable laws, rules, regulations, and other acts of governmental authority, Finch shall have the right to be present during any such inspection, audit or other action.

14. Public Comment. Consultant agrees that he shall not at any time, during or after the engagement hereunder, directly or indirectly, (a) make any public comments about (including, without limitation, by way of news interviews or the expression of personal views, opinions or judgments to the media or any other entity or person outside Finch) Finch or its products or services (other than factual information or other publicly available information about Finch) without prior consultation with the Board of Directors, or any disparaging comments about any constituent entity of Finch or any of their respective officers, directors, consultants, or other employees (collectively, the “Finch Group”) or (b) disparage, criticize, ridicule or make any negative comments about the Finch Group (or any constituent thereof) to any person or entity within the Finch Group or any other individual or entity with whom the Finch Group has or may have a business or personal relationship, including any current, former or prospective vendor, vendee, investor or employee. This Section 14 does not, in any way, restrict or impede Consultant from: (i) exercising protected rights 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 jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order; or (ii) carrying out Consultant’s services hereunder in good faith. Consultant shall promptly provide written notice of any such order to the Board of Directors.

15. Intentionally Omitted.

16. Notices. All notices required or permitted under this Agreement must be in writing and addressed as set forth above or to such other address as the recipient may specify in writing. Notices will be deemed to have been given (a) three (3) business days after deposit in the mail with proper postage for first class registered or certified mail prepaid, or (b) one (1) day after sending by nationally recognized overnight delivery service.

17. Defend Trade Secrets Act Notice. 18 U.S.C. § 1833(b) provides: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly permitted by 18 U.S.C. § 1833(b).

18. Miscellaneous. This Agreement contains the entire understanding between the Parties and cannot be altered or amended except by a written instrument subsequently executed by the Parties hereto. Any waiver of any condition, obligation, or benefit under this Agreement shall not be deemed a waiver of any subsequent breach or default of any term, condition, or limitation. The terms, conditions, and obligations of this Agreement are binding on the respective heirs, assigns, successors, and personal representatives of the Parties hereto. In case any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then (a) the intent of the Parties is that such provision shall be modified to the extent necessary to make it valid, legal and enforceable, and (b) in any event neither the validity of

the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby. Neither Party may assign this Agreement without the written consent of the other, except that Finch may assign its rights in and delegate its obligations under this Agreement to any affiliated entity. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would require the application of the law of another jurisdiction. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts in the Commonwealth of Massachusetts and waive any defense of inconvenient forum to the maintenance of any action or proceeding in such courts.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

FINCH THERAPEUTICS, INC.

MATTHEW BLISCHAK

By: /s/ Mark Smith

/s/ Matthew Blischak

Name: Mark Smith

Title: CEO

Business Terms Exhibit

**To the Consulting Agreement between Finch Therapeutics, Inc.
And Matthew Blischak, dated April 21, 2023**

A. Description of Consulting Services

Consultant will perform the following Services under this Agreement:

- Provide ad hoc advice, recommendations and services upon request.

Consultant shall perform the Services on a schedule and at the location or locations identified above or as otherwise mutually agreed between Consultant and Finch’s Chief Executive Officer. In addition, Consultant will be available for a reasonable number of telephone and/or written communications.

B. Compensation

Fees: Finch will pay Consultant based on Consultant’s hours and rates as identified below:

Task Type	Total Hours	Rate (\$/hr)
Consulting	Up to 40 hours / week	\$304

Total fees under this Agreement will not exceed \$36,480 USD during the Term without Finch’s express written consent. Further, Finch will not reimburse Consultant for remediating obvious and avoidable deficiencies in any Services provided by Consultant.

Expenses: Finch shall reimburse Consultant for any travel or other direct expenses related to the Services rendered hereunder, provided Finch has given prior authorization for such expenses in writing or via electronic mail. Requests for reimbursement will be in a form reasonably acceptable to Finch, will include supporting documentation, and will accompany Consultant’s invoices.

C. Invoicing

Upon completion of each calendar month, Consultant will submit an invoice for the hours worked, the type of Services performed, the total amount to be billed to the client (Finch), and any travel or other direct expenses with reasonable supporting information, within fifteen (15) days after the month end by sending an invoice and related supporting documentation to the attention of “Accounts Payable” at payables@finchtherapeutics.com.

D. Term

The Term of this Agreement will begin on April 21, 2023 and end on May 15, 2023, unless earlier terminated or extended in accordance with the terms herein.

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT, (this “Agreement”), is made by and between Finch Therapeutics Group, Inc., a Delaware corporation (“FTG”, together with all subsidiaries and affiliates hereinafter referred to as the “Company”), and **Matthew P. Blischak** (the “Executive”).

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer;

WHEREAS, the Executive desires to be employed by the Company as Chief Executive Officer and to perform his duties to the Company on the terms and conditions hereinafter set forth; and

WHEREAS, the Company and the Executive wish to enter into this Agreement to set forth the terms and conditions of the Executive’s employment with the Company effective as of April 21, 2023 (the “Effective Date”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and the Executive agree as follows:

1. Employment.

1.1 **Term of Employment.** The Company agrees to employ Executive on an at-will basis, and Executive agrees to accept such employment and serve the Company, in accordance with the terms and conditions set forth herein. The Executive’s term of employment under this Agreement (the “Term”) shall be for the period commencing on May 16, 2023 (the “Start Date”) and ending when the Executive’s employment is terminated pursuant to Section 6 hereof.

1.2 **Position, Duties, and Responsibilities; Place of Work.** During the Term, Executive shall be employed and serve as Chief Executive Officer of the Company (together with such other position or positions consistent with Executive’s title as the Company’s Board of Directors of FTG (the “Board”) shall specify from time to time) and shall have such duties and responsibilities commensurate therewith, and such other duties as may be assigned and/or prescribed from time to time by the Board. Executive shall report to the Board. Executive’s primary place of work shall be remote from his residence in Haverford, Pennsylvania, subject to necessary travel for business purposes.

1.3 **Performance.** Executive shall devote his full business time, attention, skill, and best efforts to the performance of his duties under this Agreement and shall not engage in any other paid work during the Term that (a) conflicts with the interests of the Company, (b) interferes with the proper and efficient performance of Executive’s duties for the Company, or (c) interferes with Executive’s exercise of judgment in the Company’s best interests. Executive may not serve on any for-profit board of directors or board of any educational, social, religious or civic organizations without the prior written approval of the Board. Executive affirms that he has no contractual commitments or other legal obligations that would prohibit him from fully performing his duties for the Company. Notwithstanding the foregoing, Executive may continue to provide consulting services as contractually required by Executive’s former employer, so long as any such continuation of consulting services does not interfere with Executive’s ability to perform the Services set forth herein.

2. Compensation. As full compensation for all services to be rendered by the Executive to the Company in all capacities, the Executive shall receive the following compensation and benefits:

2.1 **Salary.** The Executive shall be entitled to receive an annual base salary of \$400,000 USD (the “Base Salary”). The Base Salary, which will be reviewed annually, will be paid periodically in accordance with the Company’s normal payroll practices and be subject to applicable withholdings.

2.2 **Bonus.** Executive will be eligible to receive an annual bonus of forty percent (40%) of Executive’s Base Salary, less applicable withholdings (the “Target Bonus”), and subject to proration for the initial partial year worked by Executive pursuant to this Agreement. The amount of any bonus shall be determined by the Board or the Compensation Committee of the Board in their sole discretion based upon performance expectations that are set in consultation with the Executive prior to the commencement of each applicable year, as well as the commencement of Services pursuant to this Agreement for the initial year of service. Except as provided in Section 7, Executive must be employed by Company at the time of any such bonus payment in order to be eligible for any such payment. Except as set forth in Section 7.3 below, the Target Bonus is not earned until paid and no pro-rated amount will be paid if Executive’s employment terminates for any reason prior to the payment date.

2.3 **Equity.** Subject to approval by the Board, no later than thirty (30) days following the Start Date, Executive shall be granted an option to purchase 962,899 shares of the Company’s common stock (the “Option”), with an exercise price equal to the fair market value of a share of common stock as determined by the closing price of a share of the Company’s common stock as reported on the Nasdaq Global Select Market at the close of business on the date of grant, pursuant to the terms of the Company’s 2021 Equity Incentive Plan (the “Plan”) and individual stock option grant notice and agreements as applicable. For clarity, the Option grant referenced in this section 2.3 is subject to and shall be interpreted in accordance with the Plan in regard to any stock split, dividend or similar change. The Option will be subject to the terms and conditions of the Plan and the Executive’s grant agreement and will vest 25% on the one-year anniversary of the date of grant, and thereafter over the ensuing 3 years in a series of thirty-six (36) successive equal monthly installments, subject to Executive’s continuous service as of each such date except as otherwise set forth herein and in the Option award agreement. The Option shall be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended to the maximum extent permissible.

2.4 **Benefits.** Executive may participate in any medical, dental and disability insurance, life insurance or 401(k) plan maintained by the Company, subject to plan terms and applicable Company policies. If the Company does not offer such plans, the Compensation Committee of the Board and Executive shall negotiate in good faith a monthly payment to Executive to allow him to purchase normal and customary coverage for any such benefits from third parties that are not offered by the Company; provided, however, in no case will the aggregate amount paid by the Company exceed \$10,000 per month (including amounts paid by the Company for Executive’s coverage under any benefit plan it maintains). Further, Executive shall be entitled to up to four weeks of annual paid vacation, accrued in accordance with the Company’s policies, subject to reasonable advance notice to the Board. The Company reserves the right to cancel or change the benefit plans or programs it offers to Executive at any time.

2.5 **Indemnification.** The Company agrees to indemnify Executive to the maximum extent allowable under the terms and conditions of its certificate of incorporation, bylaws, under applicable law, and under the indemnification agreement signed herewith, including for any services provided by Executive per the Consulting Agreement between Executive and the Company, dated April 21, 2023. Further, Executive will be covered by the Company’s directors’ and officers’ liability insurance coverage policy throughout the Term. If there is a dispute as to whether Executive is entitled to any indemnification pursuant to this Agreement, the directors’ and officers’ liability insurance, or otherwise, and Executive prevails in

such dispute, the Company shall also pay for Executive's legal fees and costs incurred in connection with such dispute.

3. Restrictive Covenants.

3.1 **Acknowledgement.** Executive understands that the nature of Executive's position gives him access to and knowledge of confidential, proprietary and/or trade secret, and customer information and places him in a position of trust and confidence with the Company. Executive understands and acknowledges that the intellectual services he provides to the Company are unique, special, or extraordinary. Executive further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by Executive may result in unfair or unlawful competitive activity. Executive represents and warrants that he is not in breach of any agreement requiring him to preserve the confidentiality of any information, client lists, trade secrets or other confidential information or any agreement not to compete or interfere with any prior employer, and that neither the execution of this Agreement nor the performance by Executive of his obligations hereunder will conflict with, result in a breach of, or constitute a default under, any agreement to which he is a party or to which he may be subject. Executive further represents that he has not taken and will not take any confidential or proprietary information from any prior employer or other person and will not use or disclose any such information in performing his obligations hereunder but instead will rely on his generalized knowledge and skill in performing his services hereunder.

3.2 **Non-Competition.** Because of the Company's legitimate business interest as described herein, and specifically in consideration of providing Executive with eligibility for severance pay and benefits in accordance with Sections 7.2 and 7.3), during the period of Executive's employment with Company and for a period of six (6) months from termination of Executive's employment for any reason (other than as set forth in Section 6.4) (the "**Non-Compete Period**"), without the prior written consent of the Company, Executive shall not, in any capacity (whether as an employee, director, officer, partner, interest holder, investor, consultant, advisor or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company), directly or indirectly engage in any activity on behalf of any other individual or enterprise (other than the Company) that is pursuing, or is planning to pursue, activities related to microbiome therapies and diagnostics or the creation, patent filing or modification, or enforcement of any intellectual property related thereto ("**Competitive Activity**") anywhere in the United States, Canada, Europe or any other country in which the Company is either doing business or actively planning to do business as of the date of Executive's termination of employment or two years prior. For the avoidance of doubt, engagement in any respect with Seres Therapeutics, Rebiotix, Symbiotic Health, Assembly Biosciences, Monarch Laboratories, Vedanta, ViThera, Second Genome, Synthetic Biologics, Intrexon/Actogenix, Evelo Therapeutics, Enterome, Axial Biotherapeutics, Kallyope and/or Kaleido (so long as any of those companies pursue activities related to microbiome therapies and diagnostics or the creation, patent filing or modification, or enforcement of any intellectual property related thereto), constitutes Competitive Activity but is not intended to be an exhaustive list. The Company may waive the provisions of this Section 3.2 by providing written notice to Executive upon termination of Executive's employment. Nothing in this Section 3.2 shall prohibit Executive from engaging in any employment, consulting services or the provision of any other services whereby Executive's sole responsibilities involve providing legal services, including private practice or in-house counsel responsibilities, subject to Executive's compliance with Executive's ethical obligations.

3.3 **Non-Solicitation of Employees.** During the Non-Compete Period, Executive will not, and will not attempt to, directly or indirectly hire, interview, solicit, recruit, induce, procure, encourage, work

with, retain or engage for employment, consulting services or otherwise any present or former employee of the Company unless such person shall have voluntarily ceased to be employed by the Company or any subsidiary or affiliate for a period of at least six (6) months.

3.4 **Non-Disparagement.** Subject to Section 5, below, Executive agrees that he shall not at any time, during or after his employment with Company, directly or indirectly, (a) make any public comments about (including, without limitation, by way of news interviews or the expression of personal views, opinions or judgments to the media or any other entity or person outside the Company) the Company or its products or services (other than factual information or other publicly available information about the Company) without prior consultation with the Board, or any disparaging comments about any constituent entity of the Company or any of their respective officers, directors, consultants, or other employees (collectively, the “Company Group”) or (b) disparage, criticize, ridicule or make any negative comments about the Company Group (or any constituent thereof) to any person or entity within the Company Group or any other individual or entity with whom the Company Group has or may have a business or personal relationship, including any current, former or prospective vendor, vendee, investor or employee. This Section 3.4 does not, in any way, restrict or impede Executive from: (i) exercising protected rights 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 jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order; or (ii) carrying out Executive’s duties hereunder in good faith. Executive shall promptly provide written notice of any such order to the Board.

3.5 **Injunctive Relief.** Executive recognizes that irreparable injury may result to the Company in the event of any breach of any of the terms or provisions of this Section 3, as well as Section 4. Therefore, Executive agrees that in the event of such a breach, FTG and other members of the Company Group will be entitled to seek, in addition to other remedies and damages available, an injunction to restrain any such breach and all persons acting for and/or in concert with Executive, as well as their reasonable attorneys’ fees in enforcing their rights under this Section 3. The restricted periods described in Section 3 may not expire, and may be tolled, by a court of competent jurisdiction during any period in which such court determines that Executive is in violation of Section 3.2 and/or Section 3.3, as applicable, and the restriction may automatically be extended by the time period that Executive is in violation of such restriction.

4. Confidential & Proprietary Information.

4.1 **Confidentiality.** Executive understands that all confidential and/or proprietary information concerning the Company, whether written or oral, which is or has been communicated to him by any person working for or on behalf of the Company or an entity affiliated with the Company, and all confidential and/or proprietary information that he generates as a result of services performed for the Company, including but not limited to trade secrets, regulatory strategy, intellectual property strategy, research and clinical strategies, technologies, procedures, models, testing systems, research, assays, compounds, molecules, organisms, gene sequences, cell lines, complement inhibitors and other re-agents (including the composition thereof), formulas, methods, processes, test and experimental data and results, specifications, invention disclosures, patent claims, laboratory notebooks, schematics and drawings (collectively referred to as “Confidential Information”), is proprietary and confidential to the Company. Subject to Section 5, Executive agrees that he shall not at any time (whether during or after the term of his employment with Company or until such time as such Confidential Information has become public knowledge), without the prior written consent of the Company, directly or indirectly, use or disclose any

Confidential Information except as is necessary to fulfill his obligations hereunder or as is required to be disclosed by law, court order, or similar compulsion (provided that he shall promptly give the Company written notice of a court order or similar compulsion that would require the disclosure of Confidential Information in order to permit the Company to seek an appropriate protective order). Executive's obligations with respect to Confidential Information will cease when the Confidential Information: (i) becomes part of the public domain through no wrongful act of Executive, or (ii) is approved for release by prior written authorization of the Company. Executive agrees to destroy or return (at Company's request) any and all Confidential Information to the Company upon any termination of this Agreement, except that Executive may retain copies of Executive's contact list, calendar and documents pertaining to Executive's compensation and benefits.

4.2 **Intellectual Property; Works Made for Hire.** The Company shall own all right, title and interest (including without limitation patent rights and copyrights) to all tangible and intangible property, products, developments, discoveries and inventions ("**Inventions**") conceived, created or produced directly or indirectly by or through Executive during the term of Executive's employment with the Company, which relate to the actual or anticipated business, research and development of the Company, including, but not limited to, all documents, reports, and electronic or written materials, and all computer software and biological materials, and all related patent, know-how and other intellectual property rights, including, without limitation, all technical information, records, data, reports, tests or trial results and other results, and tangible manifestations and embodiments of work ("**Work**"), and Executive shall provide the Company with the originals and/or all copies of any such Inventions upon request of the Company. Executive hereby assigns to the Company all right, title and interest in any Invention or discovery, whether in finished or incomplete form, made during the term of his employment with the Company, and in any patent application, related documents and any patent relating to such invention or discovery. To the extent that any copyrighted work produced by the Executive hereunder is not deemed a "work made for hire" for purposes of the copyright laws of the United States, Executive hereby assigns to Company all right, title and interest in the copyright of such work, including without limitation the right to reproduce, distribute, sublicense, perform and display the work and to create and use derivative works therefrom in any medium throughout the world. The term "derivative works" as used in this Agreement has the same meaning as used in the Copyright Act of the United States. Executive shall complete and execute such assignments, certificates or other instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its or any of its affiliates' right, title and interest in or to any of the foregoing. Executive shall retain no rights in or to any work product produced hereunder.

5. **Disclosure Exceptions.** Nothing in this Agreement shall prohibit or restrict Executive from lawfully (A) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "**Governmental Authorities**") regarding a possible violation of any law; (B) responding to any inquiry or legal process directed to Executive individually (and not directed to the Company and/or its subsidiaries) from any such Governmental Authorities; (C) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (D) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of

reporting or investigating a suspected violation of law; or (b) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company before engaging in any conduct described in this Paragraph, or to notify the Company that he has engaged in any such conduct.

6. Termination of Employment. Executive is an employee-at-will, such that the Term and Executive's employment hereunder may be terminated by either the Company or Executive at any time and for any reason; provided that, unless otherwise provided herein, Executive shall be required to give the Company at least thirty (30) calendar days advance written notice of any termination of Executive's employment; provided, however, that upon receiving such notice the Company may, at its option (i) allow Executive to actively work through the 30-day notice period, or (ii) terminate Executive's employment prior to the expiration of the 30-day notice period (such that Executive will not be entitled to continued compensation and benefits). Upon termination of Executive's employment during the Term, Executive shall be entitled to the compensation and benefits further described in Section 7 below (to the extent eligible) and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

6.1 **Termination upon Death.** The Term shall terminate as of the date of Executive's death.

6.2 **Termination upon Disability.** If Executive suffers from a Disability during the Term, the Company may terminate the Term by written notice to Executive, in which event the Term shall terminate ten (10) days after the date upon which either party has given written notice to the other party of its determination to terminate the Executive's employment under this Agreement.

6.3 **Termination by the Company for Cause.** The Company may immediately terminate Executive for Cause (as defined in Section 8.2 below).

6.4 **Termination by the Company without Cause.** The Company may terminate the Term at any time, without Cause.

6.5 **Termination by Executive without Good Reason.** Executive may terminate the Term at any time, without Good Reason (as defined in Section 8.3 hereof).

6.6 **Termination by Executive for Good Reason.** Executive may terminate the Term for Good Reason (such termination to comply with the notice, cure and termination provisions of the definition of Good Reason in Section 8.3 hereof) upon thirty (30) days' written notice from Executive to the Company and the Board.

7. Severance Payments.

7.1 **Accrued Obligations.** Upon Executive's employment termination, for any reason, the Company shall pay to Executive in a lump sum, within ten (10) business days following the termination date of his employment (or such earlier date as is required under applicable law), (i) all unpaid salary accrued prior to the termination date of his employment, (ii) accrued but unused vacation through the termination date of his employment if available in accordance herewith and (iii) any unreimbursed business

expenses for which Executive is entitled to be reimbursed by the Company pursuant to the Company's then-existing reimbursement policy.

7.2 Termination by the Company without Cause or by Executive for Good Reason Not in Connection with a Change in Control. If the Company terminates Executive's employment with the Company for a reason other than Cause, death or Disability, or Executive terminates Executive's employment with the Company for Good Reason at any time other than the Change in Control Period (as defined below), the Company shall:

(a) **Cash Payment.** Pay to Executive an aggregate amount (paid in equal monthly installments in accordance with the Company's regular payroll practices), following the effective date of a Release (as defined in Section 8.1 below) and commencing on the payroll date that next follows the 65th day after the termination date, equal to the greater of (x) the sum of six (6) times his monthly base salary (at the monthly base salary rate in effect for Executive immediately prior to the termination of his employment) and (y) if the Term is terminated prior to the first anniversary of the Start Date, the difference of (a) the sum of twelve (12) times the monthly Base Salary less (b) the aggregate amount of base salary payments made to the Executive since the Start Date (such period under either clause (x) or clause (y), the "Severance Period"). On the 65th day following Executive's termination date, the Company will pay Executive in a lump sum the severance that Executive would have received on or prior to such date under the standard payroll schedule but for the delay while waiting for the 65th day in compliance with Code Section 409A, with the balance of the severance being paid as originally scheduled; and

(b) **Benefits.** If Executive timely and properly elects to continue medical and/or dental coverage under COBRA, the Company will contribute to such COBRA premiums in the same amount as if Executive remained actively employed, provided that Executive timely pays Executive's portion of such COBRA premium, with such coverage to end on the earlier of: (i) the expiration of the Severance Period; or (ii) the date Executive commences subsequent employment (such period, the "Benefits Continuation Period"). To the extent the Company did not offer Executive medical and/or dental coverage at the time of Executive's termination from employment, then the Company will provide Executive during the Benefits Continuation Period with the payment in lieu of such benefits that are then being made to Executive under Section 2.4. Executive agrees to notify the Company promptly and in writing should Executive commence employment during the Benefits Continuation Period.; and

(c) **Bonus.** Pay to Executive any unpaid annual bonus that is earned and payable and approved by the Board, payable no later than March 15 of the year following the performance year.

7.3 Termination by the Company without Cause or by Executive for Good Reason in Connection with a Change in Control. If the Company terminates Executive's employment with the Company for a reason other than Cause, death or Disability, or Executive terminates Executive's employment with the Company for Good Reason during the (x) 6-month period prior to or (y) 12-month period following a Change in Control (as defined in the Plan) (such period, the "Change in Control Period"), the Company shall, in lieu of the benefits set forth in Section 7.2 above:

(a) **Cash Payment.** Pay to the Executive an aggregate amount (paid in twelve (12) monthly installments in accordance with the Company's regular payroll practices), following the effective date of a Release (as defined in Section 8.1 below) and commencing on the payroll date that next follows the 65th day after the termination date, equal to the sum of twelve (12) times his monthly base salary (at the monthly base salary rate in effect for Executive immediately prior to the termination of his employment). On the 65th day following Executive's termination date, the Company will pay Executive in a lump sum the severance that Executive would have received on or prior to such date under the standard

payroll schedule but for the delay while waiting for the 65th day in compliance with Code Section 409A, with the balance of the severance being paid as originally scheduled; and

(b) **Benefits.** If Executive timely and properly elects to continue medical and/or dental coverage under COBRA, the Company will contribute to such COBRA premiums in the same amount as if Executive remained actively employed, provided that Executive timely pays Executive's portion of such COBRA premium, with such coverage to end on the earlier of: (i) the date which is twelve (12) months following the date of Executive's termination; or (ii) the date Executive commences subsequent employment (such period, the "Change in Control Benefits Continuation Period"). To the extent the Company did not offer Executive medical and/or dental coverage at the time of Executive's termination from employment, then the Company will provide Executive during the Change in Control Benefits Continuation Period with the payment in lieu of such benefits that are then being made to Executive under Section 2.4. Executive agrees to notify the Company promptly and in writing should Executive commence employment during the Change in Control Benefits Continuation Period; and

(c) **Bonus.** Pay to Executive any unpaid annual bonus that is earned and payable and approved by the Board, payable no later than March 15 of the year following the performance year.

(d) **Bonus Severance.** Pay to Executive an amount equal to Executive's pro rata Target Bonus for the calendar year in which Executive's termination occurs, payable subject to standard federal and state payroll withholding requirements on the Company's first regularly scheduled payroll date following the effective date of a Release (as defined below) that next follows the 65th day after the termination date; and

(e) **Equity Awards.** Any equity awards with respect to Company stock then held by Executive which vest based on continued service shall become fully vested and exercisable as of the date of such termination. Any equity awards that vest based upon the achievement of performance goals shall be subject to the terms of such awards.

7.4 **Termination for Cause.** In the event Executive's employment with the Company is terminated by the Company for Cause, or Executive terminates his employment with the Company for any reason other than Good Reason (including his death or Disability), Executive shall not be entitled to the severance benefits or other considerations described herein by virtue of this Agreement; provided that, if the Company does not waive the provisions of Section 3.2 in connection with such termination, the Company will pay Executive an amount equal to the sum of six (6) times his monthly base salary (at the monthly base salary rate in effect for Executive immediately prior to the termination of his employment), except to the extent such termination arises from Executive's breach of his fiduciary duty or theft of Company property (whether physical or electronic). Such amount shall be paid in monthly installments in accordance with the Company's regular payroll practices following the effective date of the termination.

8. **General.**

8.1 **Release.** Notwithstanding any other provision of this Agreement to the contrary, benefits, including, but not limited to severance payments and benefits under Section 7 hereof, shall be payable under this paragraph only if Executive enters into a final and binding separation agreement and general release in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "Release"), which has not been revoked within sixty-five (65) days of his termination of employment whereby Executive releases the Company and its subsidiaries (and those affiliated with the

Company and its subsidiaries) from all claims that Executive may otherwise have against them, to the extent that the basis for such claims arose on or before the date the Release is signed by Executive; except that such Release shall not adversely affect Executive's rights to enforce the terms of this Agreement, and shall not adversely affect Executive's right to vested benefits, right to indemnification or right to reimbursement of expenses by the Company to which Executive would otherwise be entitled to under, without limitation, any charter document or Company insurance policy, by reason of services he rendered for the Company or any of its subsidiaries as an officer and/or an employee thereof.

8.2 Definition of Cause. For purposes of this Agreement, "Cause" shall mean: (i) the conviction of Executive by a court of competent jurisdiction of, or the pleading of guilty or nolo contendere to, any felony or any crime involving moral turpitude; (ii) gross negligence, breach of fiduciary duty, or breach of any confidentiality, non-competition or developments agreement by Executive in favor of the Company that (A) cannot be cured or (B) has not been cured or corrected by Executive within thirty (30) days of prior written notice of such breach or failure; (iii) Executive shall have willfully and continually failed to substantially perform Executive's duties with the Company after a written demand for substantial performance is delivered by the Company, which demand specifically identifies the manner in which the Company believes that Executive has not substantially performed Executive's duties, and such failure of substantial performance shall have continued for a period of thirty (30) days after such written demand; (iv) Executive has been chronically absent from work (excluding vacations, illnesses or leaves of absences); (v) the commission by Executive of an act of fraud, embezzlement or misappropriation against the Company; (vi) Executive shall have refused, after explicit notice and thirty (30) days to comply with such notice, to obey any lawful resolution or direction by the Board which is consistent with his duties as an officer of the Company or FTG, as applicable; or (vii) a material breach or failure to follow any written policy or rule adopted by the Company or any of its subsidiaries that (A) cannot be cured or (B) has not been cured or corrected by Executive within thirty (30) days prior written notice of such breach or failure.

8.3 Definition of Good Reason. For purposes of this Agreement, "Good Reason" shall mean one or more of the following events, as the case may be: (i) a material diminution in Executive's base salary; (ii) a change in the Executive's remote work status as set forth in Section 1.2 (provided, however, that travel for business purposes shall not be considered a change in the place of business for the purpose of this clause); or (iii) a material breach by the Company of this Agreement or any agreement under which Executive provides services to the Company; provided, that the occurrence of any of the events listed in clauses (i), (ii) or (iii) shall not constitute Good Reason (x) unless Executive shall have given written notice of the event to the Company within thirty (30) days after it first existed and the Company shall have failed to remedy the condition within thirty (30) days after the written notice, in which case Executive's employment shall terminate thirty-one (31) days after written notice of the event to the Company, or (y) if the event follows an event or action by Executive that would constitute Cause (as defined herein) for termination.

8.4 Definition of Disability. For purposes of this Agreement, "Disability" means an independent medical doctor (selected by the Company) has certified that Executive has, for six (6) months consecutive or nonconsecutive in any 12-month period been disabled in a manner that materially interferes with his ability to perform his responsibilities as an employee of Company. Any refusal by Executive to submit to a medical examination for the purpose of certifying disability shall be deemed to constitute conclusive evidence of the Executive's disability. Notwithstanding the foregoing, nothing herein shall abrogate Employee's rights under state or federal law.

8.5 Certain Tax Matters.

(a) This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and its corresponding regulations, or an exemption, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A, to the extent applicable. Severance benefits under the Agreement are intended to be exempt from section 409A of the Code under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. For purposes of section 409A of the Code, all payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” within the meaning of such term under section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments. In no event shall the Executive, directly or indirectly, designate the calendar year of payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of Executive’s execution of the Release, directly or indirectly, result in Executive designating the calendar year of payment, and if a payment that is deferred compensation subject to section 409A of the Code and subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(b) Notwithstanding any provision in this Agreement to the contrary, if at the time of Executive’s separation from service with the Company, the Company (or a company that is aggregated with the Company for this purpose under section 409A of the Code) has securities which are publicly-traded on an established securities market and Executive is a “specified employee” (as defined in section 409A of the Code) and it is necessary to postpone the commencement of any severance payments otherwise payable pursuant to this Agreement as a result of such separation from service to prevent any accelerated or additional tax under section 409A of the Code, then Company will postpone the commencement of the payment of any such payments hereunder (without any reduction in such payments ultimately paid or provided to Executive) that are not otherwise exempt from section 409A of the Code, until the first payroll date that occurs after the date that is six (6) months following Executive’s separation from service with Company. If any payments are postponed due to such requirements, such postponed amounts will be paid in a lump sum to Executive on the first payroll date that occurs after the date that is six (6) months following Executive’s separation from service with Company. If Executive dies during the postponement period prior to the payment of the postponed amount, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of Executive’s estate within sixty (60) days after the date of Executive’s death.

(c) The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

8.6 Excise Tax Adjustment.

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

(b) Notwithstanding any provision of this Section 8.6 to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) The Company shall appoint a recognized accounting, consulting or law firm to make the determinations required by this Section 8.6. The Company shall bear all expenses with respect to the determinations by such firm required to be made hereunder.

(d) If Executive receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 8.6.(a) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive agrees (after any appeals related to the IRS’s determination have been exhausted) to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 8.6.(a)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 8.6.(a), Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

8.7 **Binding Effect**. Except as otherwise provided herein, this Agreement shall be binding upon the Company and inure to the benefit of the Company and any successor or assign (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) of the Company. The Company shall require any such successor to assume this Agreement expressly and to be bound by the provisions of this Agreement as if such successor or assign were the Company and for purposes of this Agreement, any such successor or assign of the Company shall be deemed to be the Company for all purposes.

8.8 **Effect on Other Agreements.** Nothing herein shall in any way limit Executive's obligations under any other non-competition, confidentiality, option or similar agreement between Company or any of its affiliates and Executive currently in effect or which may be entered into in the future.

8.9 **Withholding; No Gross-Up.** All payments required to be made by the Company hereunder to Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it must withhold pursuant to any applicable law or regulation. For the avoidance of doubt, the Company shall have no obligation under this Agreement to make any tax gross-up payments in respect of any tax imposed on Executive and all taxes, penalty or otherwise, imposed on Executive shall be Executive's sole responsibility.

8.10 **Advice of Counsel.** EXECUTIVE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EXECUTIVE HAS THE RIGHT AND HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

8.11 **Arbitration.** Except for claims arising from a breach of Sections 3.2, 3.3 and 4, all claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration. Such agreement includes all claims, whether based on tort, contract, or statute, including, but not limited to, any claims of discrimination, harassment, or retaliation, whether based on Title VII of the Civil Rights Act of 1964, as amended, or any other local, state or Federal law (including, but not limited to, the Massachusetts Fair Employment Practices Law – Mass. Gen. Laws Chapter 151B) and other state and federal laws., claims for wages or compensation, claims based in equity, or otherwise. The claim or dispute will be arbitrated in accordance with the rules of the American Arbitration Association ("AAA") under its existing Arbitration Rules. These rules may be found at <https://www.adr.org/Rules>. The Company shall pay the arbitration administrative costs and the arbitrator's fees subject to applicable law and the AAA Rules. Each party in the arbitration shall bear his/its own attorneys' fees and legal costs. The Parties agree to file any demand for arbitration within the time limit established by the applicable statute of limitations for the asserted claims. Failure to demand arbitration within the prescribed time period shall result in waiver of said claims. The Parties agree that the arbitration will be in Boston, Massachusetts. EXECUTIVE UNDERSTANDS AND AGREES THAT HE IS WAIVING HIS RIGHTS TO BRING SUCH CLAIMS OR DISPUTES TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL. Notwithstanding the foregoing, this Agreement expressly does not prohibit either party from seeking, exclusively in a court of competent jurisdiction located within Massachusetts, an application for a provisional remedy or other equitable or injunctive relief to prevent actual or threatened irreparable harm, or from pursuing therein any claim that cannot by law be subject to mandatory arbitration. In the event of any procedural matter not covered by the aforesaid AAA rules, the procedural law of the Commonwealth of Massachusetts shall govern.

8.12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles.

8.13 **Entire Agreement.** This Agreement, along with equity agreements referenced in Section 2.3 above or other agreements referenced in Section 2.5 above, constitutes the entire Agreement between Executive and the Company concerning the subject matter hereof and supersedes any prior negotiations, understandings, or agreements concerning the subject matter hereof, whether oral or written, and may be amended or rescinded only upon the written consent of Company and the Executive.

8.14 **Modification & Waiver**. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by Executive and an authorized representative of the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

8.15 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed and reformed to the fullest extent possible.

8.16 **Captions**. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

8.17 **Successors and Assigns**. Executive may not assign any of his rights or obligations under this Agreement; the rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company.

8.18 **Survival**. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement. For the avoidance of doubt, the covenants in Section 2.5, Section 3, Section 4, and Section 7 of this Agreement shall survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

8.19 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument. Facsimile or scanned and e-mailed signatures shall be deemed valid and binding for such purposes.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above, to be effective as of the Effective Date.

FINCH THERAPEUTICS GROUP, INC.

By: /s/ Susan Graf

Name: Susan Graf

Title: Board Chair

EXECUTIVE:

/s/ Matthew Blischak

Matthew P. Blischak

Finch Therapeutics Announces Executive Leadership Transitions

Matthew P. Blischak, an experienced life sciences executive and intellectual property counsel, appointed as Chief Executive Officer effective May 16, 2023; Mark Smith, PhD, to complete his time as CEO effective May 15

Lance Thibault, Managing Director of Danforth Advisors, to serve as Chief Financial Officer effective May 16, 2023; Marc Blaustein to complete his time as Chief Operating Officer and principal financial officer effective May 15

SOMERVILLE, Mass., April 25, 2023 (GLOBE NEWSWIRE) -- Finch Therapeutics Group, Inc. ("Finch", "Finch Therapeutics" or the "Company") (Nasdaq: FNCH), a microbiome technology company with a portfolio of intellectual property and microbiome assets, today announced the appointment of Matthew P. Blischak as Chief Executive Officer, effective May 16, 2023. In conjunction with the appointment of Mr. Blischak, Mark Smith, PhD, will conclude his role as Chief Executive Officer and as a member of the Company's board of directors, effective May 15, 2023. Dr. Smith is expected to remain engaged with the Company as a scientific and strategic advisor. In addition, Finch announced the appointment of Lance Thibault as Chief Financial Officer, effective May 16, 2023. In conjunction with the appointment of Mr. Thibault, Marc Blaustein will conclude his role as Chief Operating Officer and as the Company's principal financial officer, effective May 15, 2023. Mr. Blaustein is expected to remain engaged with the Company as a strategic advisor.

"It is my privilege to welcome Matt as our next Chief Executive Officer. We believe Matt's deep experience in managing innovative, emerging technologies and corresponding intellectual property estates will play a key role in advancing Finch's microbiome technologies, while working to maximize value for its shareholders through its foundational intellectual property estate and other assets," said Mark Smith, PhD, Founder of Finch Therapeutics. "I am incredibly proud of what we have been able to build since founding Finch in 2014 and am grateful for the team I have been surrounded by and the patients we have impacted through our work in the microbiome field. I continue to believe strongly in the promise of the microbiome as a new therapeutic modality and look forward to supporting the Company's continued work in that field as a strategic and scientific advisor."

Matthew Blischak joins Finch with over 20 years of intellectual property experience in the life sciences industry. Prior to joining Finch, Mr. Blischak has most recently served from May 2018 to April 2023 at Roivant Sciences, where he has focused on the management and protection of intellectual property across the company and its subsidiaries. During his time at Roivant, Mr. Blischak has also been involved in many significant licensing transactions, acquisitions and collaborations. Prior to that, Mr. Blischak also worked at Bristol-Myers Squibb Company, Sunovion Pharmaceuticals, and Teva Pharmaceuticals, where he directed patent enforcement on a global scale, including patents covering Plavix®, Copaxone®, Treanda®, Azilect®, Lunesta®, Xopenex®, and Ajoovy®. Before transitioning to in-house counsel, he worked at a boutique intellectual property law firm, where he represented leading pharmaceutical companies, including Genentech and Eli Lilly. Mr. Blischak began his legal career at Cleary, Gottlieb, Steen & Hamilton. Mr. Blischak graduated *cum laude* from Case Western Reserve University with a BS in Chemical Engineering, *magna cum laude* from the American University Washington College of Law, and from Johns Hopkins University, where he earned his MS in Biotechnology.

"I am thrilled with the opportunity to lead Finch through this next stage in the Company's journey," said Matthew Blischak, incoming Chief Executive Officer of Finch Therapeutics. "Given the Company's early and extensive work in this field, Finch has developed a foundational intellectual property estate that builds on the pioneering work of Tom Borody and inventors at the University of Minnesota. Finch has over 70 issued U.S. and foreign patents with critical relevance for a range of potential applications. Given my experience, I feel uniquely well-positioned to guide the Company's efforts going forward in our goal to realize the significant value from this intellectual property estate as well as from continuing to advance our novel microbiome technologies through partnerships and collaborations."

"We are excited to appoint Matt as Finch's next Chief Executive Officer. We believe his impressive background as an executive at life sciences companies and protecting and enforcing intellectual property rights across the life sciences industry will enable the Company to leverage its robust IP estate and maximize value for its shareholders," said Susan E. Graf, Chair of the Board of Finch Therapeutics. "I would also like to sincerely thank Dr. Smith for his visionary leadership since Finch's inception, through critical development and corporate milestones and the advancement of research across this modality. Mark's desire to bring new treatments to patients in need allowed him to build an exceptional team and technology platform and he will continue to serve as one of the true pioneers in this field."

In addition, Lance Thibault will be supporting Finch as its Chief Financial Officer. Mr. Thibault currently serves as a Managing Director at Danforth Advisors, where he brings more than 30 years of experience in the life sciences industry to his work for Danforth clients. Prior to joining Danforth, he spent ten years as CFO leading a US public biotech company. He previously spent 12 years with PricewaterhouseCoopers, where he was an integral member of the Transaction Advisory Services Global Capital Markets Group in London, England. Mr. Thibault is a CPA and holds a BS in Accountancy from Bentley University.

"In addition to welcoming Matt into his new role at Finch, I look forward to working with Lance, who brings three decades of experience in financial leadership to his role as our new Chief Financial Officer," continued Ms. Graf. "I'd also like to thank Marc Blaustein for his exceptional service to Finch. His leadership has been critical in positioning the Company for success in this next chapter of our journey."

About Finch Therapeutics

Finch Therapeutics is a microbiome technology company with a portfolio of intellectual property and microbiome assets. Finch has a robust intellectual property estate reflecting the Company's pioneering role in the microbiome therapeutics field, including more than 70 issued U.S. and foreign patents with critical relevance for both donor-derived and donor-independent microbiome therapeutics in a range of potential indications. Finch's assets include CP101, an investigational, orally administered microbiome candidate with positive clinical data from a Phase 2 randomized, placebo-controlled trial and a Phase 2 open-label trial in recurrent *C. difficile* infection (CDI). Additionally, Finch has pre-clinical assets that are designed to target ulcerative colitis, Crohn's disease, and autism spectrum disorder, along with a significant biorepository of samples and microbial strains. In January 2023, Finch announced a decision to discontinue its Phase 3 trial of CP101 in recurrent CDI. Following this decision, Finch is focused on realizing the value of its intellectual property estate and other assets, while supporting the advancement of its microbiome technology through partnerships and collaborations.

Forward-Looking Statements:

This press release includes "forward-looking statements." Words such as "will," "anticipates," "believes," "expects," "intends," "plans," "potential," "projects," "would" and "future" or similar expressions are intended to identify forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding: the Company's plans and expectations associated with its leadership transition, including with respect to the potential for such transitions to enable the Company to advance its strategy to advance its microbiome technologies to maximize value for its shareholders through its intellectual property estate and other assets. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include, among others, those related to: the possibility that Finch will not be able to enter into or fully realize the potential of collaborations to advance its product candidates or the therapeutic potential of its microbiome technology intellectual property portfolio; the possibility that Finch will not be able to realize the value of its intellectual property estate and other assets; Finch's ability to maintain patent and other intellectual property protection and the possibility that Finch's intellectual property rights may be infringed, invalid or unenforceable or will be threatened by third parties; Finch's ability to comply with regulatory requirements; the possibility that Finch's collaborators may be delayed in initiating, enrolling or completing clinical trials; results of clinical trials may not be indicative of final or future results from later stage or larger clinical trials (or in broader patient populations) or may not

be favorable or may not support further development; and product candidates developed using Finch's microbiome technology may not generate the benefits to patients that are anticipated. These and other risks are described more fully in Finch's filings with the Securities and Exchange Commission ("SEC"), including the section titled "Risk Factors" in Finch's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 23, 2023, as well as discussions of potential risks, uncertainties, and other important factors in Finch's other filings with the SEC. All forward-looking statements contained in this press release speak only as of the date on which they were made. Except to the extent required by law, Finch undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

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