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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

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**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **October 31, 2018**

**Idera Pharmaceuticals, Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other  
Jurisdiction of  
Incorporation)

**001-31918**  
(Commission File  
Number)

**04-3072298**  
(I.R.S. Employer  
Identification No.)

**505 Eagleview Blvd., Suite 212**  
**Exton, Pennsylvania**  
(Address of Principal Executive Offices)

**19341**  
(Zip Code)

Registrant's telephone number, including area code: **(484) 348-1600**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240-14d-2(b)).
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c)).

Indicate by check mark whether the registrant is an emerging growth company as defined in 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.

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

In its Current Report on Form 8-K filed with the Securities and Exchange Commission on September 13, 2018, Idera Pharmaceuticals, Inc. (the “Company”) disclosed that on September 10, 2018, Louis J. Arcudi, III, provided notice to the Company of his intent to resign as Chief Financial Officer, principal financial officer and principal accounting officer of the Company effective October 31, 2018 as a result of the company’s recently announced consolidation to Exton, PA headquarters. Mr. Arcudi served as Chief Financial Officer through such date, at which time Mr. Arcudi and the Company entered into that certain Consulting Services Agreement, dated as of October 31, 2018, by and between the Company and Louis J. Arcudi, III (the “Consulting Agreement”) and the Separation Agreement and Release, dated as of October 31, 2018, by and between the Company and Louis J. Arcudi, III (the “Separation Agreement”).

Under the Consulting Agreement, Mr. Arcudi has agreed to provide such consulting services as may be mutually agreed in connection with the Company’s business requirements for a 12-month period beginning on the effective date of such agreement (the “Consulting Period”). Mr. Arcudi will receive \$500 per hour for any such services provided, not to exceed \$50,000 without the Company’s consent, as well as reimbursement for pre-approved reasonable expenses. The agreement also contains non-solicit provisions that apply during the Consulting Period and the one-year period thereafter.

Under the Separation Agreement, Mr. Arcudi will receive a severance pay of \$525,115, payable in equal installments on the Company’s regular payroll dates over the 12 months following October 31, 2018 (the “Separation Date”), as well as a lump sum bonus of \$103,182, payable on the first regular payroll date after the Separation Date. In addition, should Mr. Arcudi elect coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended (COBRA), and pay the employee portion of applicable monthly healthcare premiums for coverage for himself and his eligible dependents, he will also receive, for a period of up to 12 months following the Separation Date, a payment equal to the employer portion of such premiums. In addition, Mr. Arcudi shall receive any accrued compensation as well as certain other benefits, and the time period in which he may exercise any options to purchase Company stock vested and outstanding as of the end of his Consulting Agreement is specified in the Separation Agreement. The Separation Agreement also contains a release of the Company by Mr. Arcudi, a non-compete effective for one year after the Separation Date, and other provisions customary to such agreements.

The foregoing summaries of the Consulting Agreement and Separation Agreement do not purport to be complete and are subject to, and qualified in their entireties by, the full text of the Consulting Agreement and Separation Agreement, copies of which are filed as Exhibits 99.1 and 99.2 hereto, respectively.

Also as disclosed in September 13, 2018 Current Report on Form 8-K, John J. Kirby, the Company’s Vice President of Finance, became the Company’s principal financial officer and principal accounting officer, effective October 31, 2018.

Mr. Kirby receives an annual base salary of \$280,000. He is also eligible to participate in the Company's Annual Incentive Plan, with a target incentive award of 30% of his annual base salary. Such awards are discretionary and determined subject to evaluation of performance at the corporate and individual levels, and other performance criteria as may be determined. Mr. Kirby is also eligible to receive equity grants at the discretion of the Compensation Committee of the Company's Board of Directors, and to participate in the Company's benefit plans, which include, but are not limited to, medical, dental, vision, life and disability insurance, flexible spending accounts, and a 401(k) savings plan. As of October 31, 2018, Mr. Kirby also executed an indemnification agreement in the Company's Form of Director and Officer Indemnification Agreement filed as Exhibit 10.37 to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired.

None.

(b) Pro Forma Financial Information.

None.

(c) Shell Company Transactions.

None.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Name</u>
99.1	<a href="#">Consulting Agreement</a>
99.2	<a href="#">Separation Agreement</a>

**SIGNATURES**

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

**IDERA PHARMACEUTICALS, INC.**

By: /s/ Vincent J. Milano  
Vincent J. Milano  
Chief Executive Officer

Dated: November 2, 2018

**CONSULTING SERVICES AGREEMENT**

**THIS CONSULTING SERVICES AGREEMENT** (the “Agreement”) is made and entered into October 31, 2018 (the “Effective Date”) by and between **IDERA PHARMACEUTICALS, INC.**, having a place of business at 505 Eagleview Blvd., Suite 212, Exton, PA, USA (hereinafter referred to as “Idera”) and **LOUIS J. ARCUDI, III**, located at **4 Whitney Road, Hopedale, MA, 01747** (hereinafter referred to as the “Consultant”). Idera and Consultant may be referred to herein individually as a “Party” and collectively as the “Parties.”

**BACKGROUND**

**WHEREAS**, Idera wishes to engage the Consultant to provide the Services described herein and Consultant agrees to provide the Services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, Idera and the Consultant, intending to be legally bound, agree to the terms set forth below.

**1. TERM.**

Commencing as of the Effective Date and continuing for a period of twelve (12) months (the “Term”), unless earlier terminated pursuant to Section 5 hereof, Consultant agrees that it will serve as a consultant to Idera. This Agreement may be renewed or extended for any period as may be agreed in writing by the Parties.

**2. SERVICES.**

- (a) Consultant’s duties and responsibilities shall be to provide consulting services as the parties may mutually agree in connection with Idera’s business requirements (the “Services”).
- (b) The Services, if any, will be scheduled on an as-needed basis. Once scheduled, the Consultant agrees that during the Term it is able and willing to devote the time necessary to complete the Services in a professional manner. Idera may periodically provide Consultant with a schedule of the requested hours, responsibilities, and deliverables for the applicable period of time.
- (c) Consultant represents and warrants to Idera that it is under no contractual or other restrictions or obligations that are inconsistent with the execution of this Agreement, or that will interfere with the performance of the Services. Consultant represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which Consultant performs Services concurrently with those performed herein.

- (d) In performing the Services, Consultant shall comply, to the best of his knowledge, with all business conduct, regulatory, ethical, and health and safety guidelines established by any governmental authority with respect to Idera's business.
- (e) The Parties agree that Idera does not intend to waive the attorney-client privilege or other basis of non-disclosure in connection with the Services being performed by Consultant.

**3. CONSULTING FEE.**

Subject to the provisions hereof, Idera shall pay Consultant the following:

- (a) A rate of **\$500** dollars per Hour.
- (b) The aggregate amount of all invoices hereunder shall not exceed **\$50,000** without Idera's written approval.
- (c) Consultant shall submit monthly invoices indicating the number of hours worked and the work performed. Such invoices shall be substantially the same as the Invoice/Report provided in **Exhibit A**, and Consultant shall submit all invoices via email to ACCOUNTSPAYABLE@IDERAPHARMA.COM. If emailing invoices is not an option then please submit via USPS to:

Idera Pharmaceuticals, Inc.  
Attn: Accounts Payable  
505 Eagleview Boulevard, Suite 212  
Exton, PA 19341

The Consulting Fee shall be paid within thirty (30) days after Idera's receipt of the invoice/report.

- (d) Consultant shall be entitled to prompt reimbursement for all pre-approved reasonable expenses incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of Idera, which are attached hereto as **Exhibit B**.

**4. INDEPENDENT CONTRACTOR.**

Consultant agrees that all Services will be rendered by it as independent contractor and that this Agreement does not create an employer-employee relationship between Consultant and Idera. Consultant shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave, and/or vacation time. Consultant agrees to pay all taxes, including self-employment taxes, due in respect of the Consulting Fee and to indemnify Idera in the event Idera is required to pay any such taxes on behalf of Consultant.

**5. EARLY TERMINATION.**

- (a) If Consultant: (i) voluntarily ceases performing the Services; (ii) in the case where Consultant is an individual, becomes physically or mentally unable to perform the Services; or (iii) is terminated for cause, then, in each instance, the Consulting Fee shall cease and terminate as of such date. Any termination "For Cause" shall be made in good faith by Idera.
- (b) This Agreement may be terminated without cause by either Party upon not less than thirty (30) days prior written notice by either Party to the other.
- (c) Upon termination under Sections 5(a) or 5(b), neither Party shall have any further obligations under this Agreement, except: (i) Idera shall be responsible to Consultant for any services performed prior to the date of any early termination; and (ii) for the obligations which by their terms survive any termination as noted in Section 18 hereof. Upon termination and, in any case, upon Idera's request, Consultant shall immediately return to Idera all Confidential Information, as hereinafter defined, and all copies thereof.

**6. RESTRICTED ACTIVITIES.**

During the Term and for a period of one (1) year thereafter, Consultant will not, directly or indirectly:

- (a) solicit or request any employee of or consultant to Idera to leave the employ of or cease consulting for Idera;
- (b) solicit or request any employee of or consultant to Idera to join the employ of, or begin consulting for, any individual or entity that researches, develops, markets or sells products that compete with those of Idera;
- (c) solicit or request any individual or entity that researches, develops, markets or sells products that compete with those of Idera, to employ or retain as a consultant any employee or consultant of Idera; or
- (d) induce or attempt to induce any supplier or vendor of Idera to terminate or

breach any written or oral agreement or understanding with Idera.

**7. PROPRIETARY RIGHTS.**

(a) Definitions. For the purposes of this Section 7, the terms set forth below shall have the following meanings:

- (i) Discoveries. If Consultant makes or assists in making any invention, discovery, innovation, improvements or ideas conceived in connection with the Services hereunder, whether patentable or not (collectively, "Discovery"), Consultant will immediately inform Idera in writing. Consultant agrees to not reduce such Discovery to practice, either actually or constructively, during the term of the Services, except as directed by Idera. In the event that such Discovery is constructively or actively reduced to practice either by Consultant or Idera during the Term of this Agreement, the Discovery will be Idera's property, and title to the Discovery will vest in Idera or in Idera's nominees, successors or assigns. Consultant will assign, and hereby assigns, to Idera all its rights, title and interest in and to any Discovery without any consideration beyond what is provided for by this Agreement. Consultant will execute all documents necessary to protect the interest of Idera in each such Discovery. Consultant will provide assistance as needed in publishing or protecting such Discovery by patent or otherwise in any and all countries, including in any patent office proceeding or litigation involving such Discovery.
- (ii) Copyrights. Any copyrightable work Consultant creates in the performance of the Services hereunder is a "work made for hire," whether published or not (hereinafter "Work Product"). Idera will have all rights to and in such work, and it shall be Idera's property. Consultant will assign, and hereby assigns, to Idera, without further compensation, all of its rights, title and interest in and to any copyrightable Work Product. Consultant agrees to execute any documents of assignment that may be required to vest ownership of the copyright in Idera. Consultant may not publish on any matter arising from the Services without first obtaining written permission from Idera.
- (iii) Confidential Information. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans, and/or technology of Idera including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including written business plans, patents and patent applications, grant applications, notes, and



memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Consultant; (b) can be demonstrated in writing to have been rightfully in the possession of Consultant prior to the disclosure of such information to Consultant by Idera; (c) lawfully becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Consultant; or (d) is supplied to Consultant by a third party without binder of secrecy, so long as that such third party has no obligation to Idera or any of its affiliated companies to maintain such information in confidence.

Confidential Information may be disclosed to the extent that it is required by any law, regulation, or order of court to be disclosed. Prior to disclosing proprietary or Confidential Information of Idera, Consultant agrees that it will provide Idera with prompt written notice of such request or requirement prior to such disclosure so that Idera may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or Idera grants a written waiver hereunder, the Consultant may furnish only that limited portion of the Confidential Information which the Consultant is legally compelled to disclose; provided, however, that the Consultant shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

- (b) Non-Disclosure to Third Parties. Except as may be required by Consultant for the sole purpose of performing the Services, Consultant shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information or Concepts and Ideas to any third party without the prior written consent of Idera, which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to Idera.
- (c) Idera Property. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of Idera' products and services, records, notebooks, and all other materials containing Confidential Information or information about Discoveries or Work Product (including all copies and reproductions thereof), that come into Consultant's possession or control by reason of Consultant's performance of the relationship, whether prepared by Consultant or others: (a) are the property of Idera, (b) will not be used by Consultant in any way other than in connection with the performance of the Services, (c) will not be provided or shown to any third party by Consultant, (d) will not be removed from Idera's or Consultant's premises (except as Consultant's Services require), and (e) at the termination (for whatever reason), of Consultant's relationship with Idera, will be left with, or forthwith returned by Consultant to Idera. No license or

conveyance of any ownership rights to the Consultant is granted or implied under this Agreement.

**8. EQUITABLE RELIEF.**

Consultant agrees that any breach of Sections 6 and 7 above by it would cause irreparable damage to Idera and that, in the event of such breach, Idera shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of Consultant's obligations hereunder.

**9. WAIVER.**

Any waiver by a Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers shall be in writing.

**10. SEVERABILITY; REFORMATION.**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal, and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

**11. ASSIGNMENT.**

Idera shall have the right to assign its rights and obligations under this Agreement to a party which assumes Idera's obligations hereunder. Consultant shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Idera, which consent may be withheld. This Agreement shall be binding upon and inure to the benefit of Consultant's successors, permitted assigns and, in the case where Consultant is an individual, heirs and legal representatives in the event of his/her death or disability.

**12. USE OF NAMES.**

Consultant shall not use the name of Idera for any purpose without obtaining Idera's prior written approval thereof. Idera may use the name of Consultant for activities related to its standard business operations, which may include press releases and other public announcements.

**13. HEADINGS.**

Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

**14. AMENDMENTS.**

This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by the Parties.

**15. NOTICES.**

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the Parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a Party shall have notified the others in accordance with the provisions of this Section 14.

**16. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**17. GOVERNING LAW.**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of laws provisions.

**18. COMPANY PROPERTY.**

Consultant covenants that Consultant will return, as of the expiration of the Term or the termination of this Agreement, all Company property which was in Employee's possession, custody or control, including but not limited to, documents, files, forms, customer information and lists, confidential business information, keys, computer equipment, electronic equipment, cell phones and Company-issued credit cards.

**19. SURVIVAL.**

The provisions of Sections 6, 7, 8, 9, 10, 15, 17, 18 and 19 of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between Idera and Consultant relating to the subject matter of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**IDERA PHARMACEUTICALS**

**LOUIS J. ARCUDI, III**

By: /s/ Vin Milano  
Vin Milano

By: /s/ Louis J. Arcudi, III  
Louis J. Arcudi, III

Date: October 31, 2018 | 6:05 AM EDT

Date: October 28, 2018 | 5:39 AM EDT

**Exhibit A  
Sample Invoice/Report**

**CONSULTANT NAME  
123 Street Name  
Town name, STATE ZIP**

Date:

Attn: Accounts Payable  
ACCOUNTSPAYABLE@IDERAPHARMA.COM

—or—  
Idera Pharmaceuticals, Inc.  
505 Eagleview Blvd, Suite 212  
Exton, PA 19341

Dear Accounts Payable Representative,

In accordance with our Consulting Services Agreement with Idera, dated DD Month YYYY, the following summarizes services performed for the monthly invoice period of        to        :

Date(s):	Description of Activity:	Time:
		hr(s).
		hr(s).

In accordance with the Consulting Services Agreement, please remit the monthly payment of \$        within thirty (30) days.

Regards,

**Exhibit B**

**Idera Pharmaceuticals, Inc. Travel Policy (POLICY NO. 217)**

**TRAVEL & ENTERTAINMENT**

**PURPOSE:** To establish guidelines for Company travel and entertainment and to ensure travel is consistent with Idera’s business objectives.

**SCOPE:** All Idera employees, directors and consultants (“Employees”).

**POLICY:** Idera will reimburse Employees who travel on approved Company business for all necessary reasonable business expenses. However, in no event will reimbursement exceed actual expenses. Neither luxury, nor sub-standard modes of transportation and accommodations should be used.

**PROCEDURE FOR TRAVEL:**

Employees are expected to pay for their travel with personal credit cards or cash. Employees are expected to pay their own credit card bill and any late fees or finance charges are the responsibility of the Employee. Any credit card rewards from use of the card belong to the Employee.

**PROCEDURE FOR REIMBURSEMENT:**

1. Upon return from your pre-approved business related travel, Idera requires the Employee to submit an original travel and expense report with the business purpose identified. Travel should be via the lowest cost alternative within reason. All original receipts are requested but receipts for expenses greater than USD are required. Expense reports must be submitted in a timely fashion. Please attach original receipts to your travel and expense report and complete within five (5) business days from your return. Deduct any personal expenses. Any receipts not provided must be noted on the travel and expense report. If business travel was overseas, convert to U.S. dollars and list the exchange rate used.
2. Travel and expense reports must be signed by the Employee and approved by the Employee’s manager before forwarding to accounting. Reimbursement will be made via the next scheduled check run, which should be within fifteen (15) days after the accounting department receives an approved travel and expense report.
3. In the event that the Employee owes the Company funds, the funds should accompany the completed travel and expense report. Any amounts due the Company and not paid will be deducted from any future payment requests.
4. Any expense submitted that does not comply with the guidelines of this policy will not be reimbursed, unless accompanied by a valid exception approved by the CFO, President or CEO.

**LODGING:**

Employees are permitted to reserve hotel rooms for out of town travel. Neither luxury, nor sub-standard accommodations should be used. Employees will only be reimbursed for standard hotel rooms. No upgrades to suites are permitted. Saturday night stays are permitted, but not required, if the stay results in airfare savings in excess of the extra night(s) stay and meals. Where appropriate, Employees are expected to book their accommodations using conference hotels and discounts. It is the Employee's responsibility to cancel reservations not expected to be utilized. The Company will not reimburse no-show fees.

**AIRFARE:**

Air travel will be via the most direct and economical means. Employees are expected to book their airfare as far in advance as possible — at least seven (7) days in most instances. Use of "Non-Refundable" airfare is recommended. (In most cases, if the travel must change or the trip is canceled all together, the funds can be used as a credit toward future travel, less a service charge imposed by the airline. Employees must include this credit on their next travel and expense report that includes air travel.) Employees may fly business class on international flights where in-flight time exceeds six hours in duration. Benefits from frequent flier memberships are considered to belong to the Employee. The Company does not reimburse any fees or dues associated with such memberships.

**PERSONAL TRANSPORTATION/MILEAGE:**

Employees with a valid driver's license may submit expenses for the use of their personal car while on business. Employees will be reimbursed the standard IRS rate for every mile driven on behalf of the Company that exceeds their normal commuting mileage, defined as from the Employee home to the Company's facility. Receipts should be submitted for any parking expenses or tolls.

**RENTAL CARS:**

Compact or midsize cars can be rented when having a car is deemed necessary (i.e., taxi cabs are not prevalent or the distance from the airport or hotel to the destination is excessive). When possible, every effort should be made to return rental cars with the proper fuel level. Receipts should be submitted for gas with the T&E report. Additional liability and physical damage insurance should be waived for cars rented in the United States as the Company's travel insurance policy covers Company travel via rental cars. Employees renting cars should include the Company's name somewhere on the rental agreement. Additional liability and physical damage insurance should be purchased from the rental agency for cars rented outside the United States.



**TRAIN FARE:**

Train travel will be via the most direct and economical means. Employees are expected to book their train fare as far in advance as possible. Use of “Non-Refundable” train fare is recommended. The Acela express service, where all seats are business class, is permitted for travel between Boston and New York and DC. Employees may use first class train accommodations where on-train time exceeds seven hours in duration. Benefits from frequent traveler memberships are considered to belong to the Employee. The Company does not reimburse any fees or dues associated with such memberships.

**TELEPHONE/FACSIMILES/INTERNET SERVICES:**

Reasonable expenses incurred while traveling for telephone, fax, internet, and telegraph for Company business communications are reimbursable. Where applicable, Employees should use their Company issued cell phones when traveling and not incur extensive calls through their hotel rooms. Necessary business calls made from the Employee’s residence are reimbursable. A copy of the telephone bill and an explanation of the business purpose should be submitted with your travel and expense report.

**BUSINESS MEALS AND ENTERTAINMENT:**

Meals. Individual meals can be purchased while an Employee is traveling for approved business purposes. Individual meals will be reimbursed at the lower of USD per meal or USD per day.

When in the best interest of the Company, meals may be purchased for clients, affiliates, and others with whom the Company has business dealings. In addition, the government requires detailed record keeping legitimizing the expense. The items to be documented are:

- Individuals present
- Business affiliations
- Location
- Date
- BUSINESS PURPOSE OF MEETING. This can be a short phrase such as “discuss new business”, “conduct employee review”, or “scientific discussions”

Reimbursements may include gratuities up to a maximum of 20%.

Entertainment. Entertainment expenses are generally not reimbursed by the Company. Entertainment expenses are only reimbursable with management prior approval. Pre-approved entertainment will only be reimbursed where an original receipt is submitted with the T & E report.

**NON-REIMBURSABLE EXPENSES, include but are not limited to the following:**

- Airline club or other travel memberships
- Airline upgrade coupon booklets
- Airline headsets
- Sundries
- Laundry services (unless a trip is unexpectedly extended)
- Lost airline tickets applications
- Mini-bar services
- In room movies
- Barber/Hair Stylist
- Manicurist
- Masseur/Spa services
- Birthday or other celebration gifts
- Unauthorized donations, contributions
- Car insurance
- Personal items other than emergency services items purchased while traveling because of lost or damaged baggage
- Clothing purchases
- Personal liquor or entertainment when not included in business dinner
- Traffic violations and citations
- Pet care, lawn care and snow removal while traveling
- Theft, loss or damage to personal property
- Cash advances and ATM fees
- Daily newspapers while traveling

DATE PROVIDED: OCTOBER 19, 2018

### SEPARATION AGREEMENT AND RELEASE

This SEPARATION AND RELEASE AGREEMENT (this "Agreement") is entered into by and between Idera Pharmaceuticals, Inc., having a place of business at 505 Eagleview Blvd., Suite 212, Exton, PA 19341 (the "Company") and Louis J. Arcudi, III, located at 4 Whitney Road, Hopedale, MA 01747 ("Employee").

1. Separation Date. Employee's employment will terminate effective as of October 31, 2018 (the "Separation Date"). Employee hereby resigns, effective as of the Separation Date, from any and all positions Employee holds as an officer, director or otherwise with respect to the Company, its subsidiaries and its affiliates.

2. Payments and Benefits.

a. Accrued Compensation: The Company agrees that on the Separation Date the Company will pay to Employee all then-vested and accrued but unpaid base salary or wages and benefits in connection with the services Employee rendered on behalf of the Company up to and including the Separation Date (the "Accrued Compensation").

b. Expense Reimbursement: The Company agrees to reimburse Employee in accordance with its standard policies in effect as of the Separation Date for the reasonable and ordinary expenses incurred by Employee in connection with the services Employee rendered on behalf of the Company up to and including the Separation Date; provided, however, that all such expenses and necessary documentation are included with a final expense report submitted by Employee with the Company within 5 business days of the Separation Date.

c. Share Awards: As of the Termination Date, to the extent that Employee holds Company equity awards that are outstanding as of the Separation Date, the Employee's rights and entitlements with respect to each such equity award will be governed by the applicable Company equity plan and award agreement evidencing such award, except as set forth in this Agreement.

d. 401(k) Savings Plan and Employee Stock Purchase Plan. Employee's rights under the 401(k) Savings Plan and Employee Stock Purchase Plan, and any rollover or other options or distribution rights, will be set forth as in such plans and the Company's policies.

e. Health Coverage Eligibility: Employee's current medical, dental and vision coverage will continue through the last day of the month in which the Separation Date occurs. Following the Separation Date, if this Agreement is not executed, Employee will have the right to elect to continue current health insurance coverage at his/her own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Details regarding this option shall be provided to Employee under separate cover.

f. Other Benefits: Provided that this Agreement becomes effective in accordance with Section 19 and Employee complies with Employee's obligations under this Agreement, the Company will provide the following additional payments and benefits:

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(1) **Severance Pay:** The Company agrees to pay Employee separation payments in the total gross amount of \$525,115 to be paid in approximately equal installments over the 12 month period following the Separation Date (the "Separation Period"), with payments beginning with the first practicable regularly scheduled payroll date following the expiration of the revocation period as specified in Section 19 below (and any payments that would otherwise have been made prior to such payroll date shall instead be made on such payroll date).

(2) **Pro-rated Bonus:** The Company agrees to pay Employee a lump sum payment equal to \$103,182.50, which represents the product of (I) the greater of (a) the average bonus paid or that has been earned and accrued, but unpaid to the Executive by the Company and its affiliated companies in respect of the three fiscal years immediately preceding the fiscal year in which the Date of Termination occurs, and (b) the Annual Bonus paid for the fiscal year immediately preceding the Date of Termination (both (a) and (b) annualized for any fiscal year consisting of less than twelve full months or with respect to which the Executive has been employed by the Company for less than twelve full months) and (II) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 (less all applicable tax withholdings and deductions), which shall be paid on the first practicable regularly scheduled payroll date following the expiration of the revocation period as specified in Section 19 below.

(3) **COBRA Continuation:** If Employee timely elects continued coverage under COBRA and pays the employee portion of the monthly premiums, the Company shall pay the employer portion of the monthly premium to continue Employee's coverage (including coverage for eligible dependents, if applicable) at active employee rates through the period starting on the Separation Date and ending on the earliest to occur of (i) October 31, 2019 (ii) the date Employee and Employee's eligible dependents, if applicable, become eligible for group health insurance coverage through a new employer; or (iii) the date Employee ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (the "COBRA Premium Period"); provided, however, that (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A (as defined below) under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover Employee under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to Employee in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof). In the event Employee becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Employee shall immediately notify the Company of such event. After the end of the Severance Period, if Employee elects to continue health insurance coverage under COBRA, Employee may do so at Employee's sole expense for the balance of the COBRA period. Employee agrees that the COBRA Premium Period shall count against any obligation to provide continuation coverage to Employee pursuant to COBRA.

(4) **Stock Option Exercise Period Extension:** Subject to Employee's timely execution and non-revocation of a general release of claims (in a form prescribed by the Company) upon his or her termination of service from the Company, each outstanding and vested Option held by Employee as of his or her termination of service from the company (an "Eligible Idera Option") shall remain exercisable until the earlier of (I) 12 months from the end of the quarter in which Employee terminates services from the Company or (II) the Eligible Idera Option's

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original expiration date (the “Exercise Period Extension”). Notwithstanding the above, Employee acknowledges that if an Eligible Idera Option is intended to qualify as an incentive stock option (an “Incentive Stock Option”) under Section 422 of the Internal Revenue Code of 1986 (the “Code”), then the Exercise Period Extension, if effected, would cause such option to lose its status as an Incentive Stock Option, which may have adverse tax consequences to Employee. Accordingly, this Agreement provides Employee with a choice of effecting the Exercise Period Extension or not, in Employee’s sole discretion. **Should Employee wish to effect the Exercise Period Extension, Employee must select “I Elect to Effect the Exercise Period Extension” on Exhibit A to this Agreement and return Exhibit A to the Company prior to the 30th day following receipt of this Agreement. Such election is separate and distinct from the legal release contained in this Agreement. In the event Employee does not return a signed Exhibit A to the Company within 30 days of the receipt of this Agreement, the Company will irrevocably consider the Exercise Period Extension waived with respect to Incentive Stock Options and the Incentive Stock Options will expire ninety (90) days from Employee’s Separation Date (or the original expiry date of the option, if sooner).**

3. Employee’s Release. Employee, for and on behalf of Employee and Employee’s executors, administrators, successors and assigns, voluntarily, knowingly and willingly releases and forever discharges the Company, together with its past and present subsidiaries and affiliates, together with each of its owners, investors, members, officers, directors, partners, employees, agents, representatives and attorneys, and each of its affiliates, estates, predecessors, successors and assigns (collectively, “Releasees”) from any and all rights, claims, charges, actions, causes of action, complaints, sums of money, suits, debts, covenants, contracts, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected (collectively, “Claims”) which Employee or Employee’s heirs, executors, administrators, successors or assigns ever had, now has or may hereafter claim to have by reason of any matter, cause or thing whatsoever: (a) arising from the beginning of time through the date upon which Employee signs this Agreement, including, but not limited to, (i) any such Claims relating in any way to Employee’s employment relationship with the Company or any other Releasees, and (ii) any such Claims arising under any federal, local or state statute or regulation, including, without limitation, the Age Discrimination in Employment Act of 1967 (“ADEA”), as amended by the Older Workers Benefit Protection Act (“OWBPA”), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, all as amended and including all of their respective implementing regulations and/or any other federal, state, local or foreign law (statutory, regulatory or otherwise) that may be legally waived and released; (b) relating to wrongful employment termination; or (c) arising under or relating to any policy, agreement, understanding or promise, written or oral, formal or informal, between the Company or any of the other Releasees and Employee, including, but not limited to, any employment; provided, however, that notwithstanding the foregoing, nothing contained in this Section 3 shall in any way diminish or impair: (x) any rights Employee may have to Accrued Compensation; (y) Employee’s ability to bring proceedings to enforce this Agreement; or (z) any Claims Employee may have that cannot be waived under applicable law, such as unemployment benefits, workers’ compensation and disability benefits. Employee acknowledges and agrees that the Company and the Releasees have fully satisfied any and all obligations owed to Employee arising out of or relating to Employee’s employment with the Company, and no further sums, payments or benefits are owed to Employee by the Company or any of the Releasees arising out of or relating to Employee’s employment with the Company, except as expressly provided in this Agreement.

4. Cooperation: Upon request by the Company, Employee shall provide advice and information to the Company concerning matters that arose during Employee’s employment and shall

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assist and cooperate with the Company (at reasonable dates, times and places) in any litigation or local, state or federal administrative proceedings concerning matters that arose during Employee's employment. In the event that Employee incurs reasonable and appropriate expenses in connection with such litigation or administrative proceedings at the request of the Company, the Company shall promptly reimburse Employee such expenses.

5. No Admissions. Neither the execution of this Agreement by the Releasees, nor the terms hereof, constitute an admission by the Releasees of any liability to Employee, all of which the Company specifically denies.

6. No Disparagement. Employee hereby agrees that, subject to Section 9, Employee and anyone acting on Employee's behalf, shall not, directly or indirectly, make any statement or release any information to any third party, or encourage any other person to make any statement or release any information to any third party, that is designed to embarrass or criticize or otherwise disparage the Company or any Releasees (or any officer or director thereof) ("Disparaging Statement"); provided, however, that no truthful statement or release of truthful information shall be considered a Disparaging Statement if it is made voluntarily to regulators or released in response to a request from regulators, as required by lawful subpoena or other legal process or as otherwise provided by applicable law.

7. No Assistance. Employee shall not assist in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints on behalf of any private third party against any of the Releasees, unless under a lawful subpoena or other court order to do so.

8. Confidentiality and Confidential Information. Employee shall not disclose or publicize the payments and benefits set forth in this Agreement, directly or indirectly, to any person or entity, except to Employee's spouse, accountant, attorney and to others as required by law. The Company shall instruct Employee on manner of communication of Employee's departure from Company internally and externally. Further, without derogating from Employee's undertakings and obligations under any law, which will continue to apply to Employee after the Separation Date, Employee acknowledges Employee's obligation to keep confidential and not to disclose any information considered to be confidential or proprietary information which was obtained during the course of Employee's employment with the Company ("Confidential Information"), including, but not limited to, any information concerning the Company's operations, plans, strategies, technologies, processes, forecasts, products, sales, pricing, marketing, personnel or business or other information acquired by Employee (provided such Confidential Information was not and does not become readily available to the public through no act or omission by Employee).

9. Permitted Disclosures. Pursuant to 18 U.S.C. § 1833(b), Employee understands that Employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or Employee's 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 that is filed under seal in a lawsuit or other proceeding. Employee understands that if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding if Employee (x) files any document containing the trade secret under seal, and (y)

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does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that Employee has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that Employee has with the Company shall prohibit or restrict Employee from making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company. Employee shall not be prohibited from reporting possible violations of Federal or State law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, nor is Employee required to notify the Company regarding any such reporting, disclosure or cooperation with the government.

10. Return of Property. Employee represents that Employee has returned or has agreed with the Company to a plan to return, as of the Separation Date, to Company all Company property which was in Employee's possession, custody or control, including, but not limited to, documents, files, forms, customer information and lists, confidential business information, keys, computer equipment such as laptop computers and printers, electronic equipment, cell phones and similar handheld devices, pagers and Company-issued credit cards, unless otherwise retained for use under a consulting agreement to be executed by the Employee and Company. Employee agrees that return of such company property retained beyond the Separation Date shall be governed by a consulting agreement to be executed by the Employee and Company.

11. Non-Solicit. Employee agrees that for one (1) year following the Separation Date:

a. Employee shall not recruit, solicit or induce, or attempt to induce, any employee, agent, consultant or contractor of the Company or any affiliate to terminate his, her or its employment with, or otherwise cease his, her or its relationship with, the Company or such affiliate; or solicit, divert or take away, or attempt to divert or to take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company or any affiliate which are contacted, solicited or served by Employee while employed by the Company.

b. Employee acknowledges and recognizes that a violation of this Section 11 by Employee may cause irreparable and substantial damage and harm to the Company or its affiliates, could constitute a failure of consideration, and that money damages will not provide a full remedy for the Company or its affiliates for such violations. Employee agrees that in the event of his or her breach of this Section 11, the Company or any affiliate will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, to enforce the specific performance of this Section 11 by Employee, and to enjoin Employee from engaging in any activity in violation of this Section 11.

12. Response to Valid Subpoena, Court Order or Similar Legal Process. Nothing in this Agreement shall prohibit Employee from responding to a valid subpoena, court order or similar legal process; provided, however, that prior to making any such disclosure, Employee shall provide the Company with written notice of the subpoena, court order or similar legal process sufficiently in advance of such disclosure to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

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13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company and any successor organization which shall succeed to the Company by merger or consolidation or operation of law, or by acquisition of assets of the Company. Employee may not assign Employee's duties or obligations under this Agreement.

14. Fees and Costs. Subject to Section 20, the parties shall bear their own attorney's fees and costs, if any.

15. Entire Agreement. This Agreement sets forth the entire understanding between the Company and Employee, and supersedes all prior agreements, including the March 17, 2017 Change of Control Agreement between the Company and Employee, representations, discussions and understandings concerning the subject matter addressed herein. The Company and Employee represent that, in executing this Agreement, each party has not relied upon any representation or statement made by the other party, other than those set forth herein, with regard to the subject matter, basis or effect of this Agreement.

16. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement. A faxed or digital signature shall operate the same as an original signature.

17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining terms or provisions shall not be affected, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

18. Injunctive Relief. The Company shall be entitled, in addition to any other right or remedy, to injunctive relief enjoining or restraining Employee from any violation of this Agreement. This Section 18 shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief for any violations of this Agreement.

19. Advice of Counsel/Revocation Period. Pursuant to, and in compliance with, the OWBPA, Employee hereby acknowledges that Employee has been advised to seek the advice of independent counsel. Employee agrees and acknowledges that the consideration provided to Employee under this Agreement is in addition to anything of value to which Employee is already entitled. Employee acknowledges that Employee is acting of Employee's own free will, that Employee has been afforded a reasonable time to read and review the terms of the Agreement, especially the release set forth in Section 3), and that Employee is voluntarily entering into this Agreement with full knowledge of its provisions and effects. Employee intends that this Agreement shall not be subject to any claim for duress.

a. Employee further acknowledges that Employee has been given at least twenty-one (21) days following receipt of this Agreement within which to consider this Agreement and that if Employee decides to execute this Agreement before the twenty-one-day period has expired, Employee does so voluntarily and waives the opportunity to use the full review period. Employee also acknowledges that Employee has seven (7) days following Employee's execution of this Agreement to revoke acceptance of the Agreement. This Agreement will not become effective until the eighth (8th) calendar day after the date it is signed by Employee. If Employee revokes Employee's consent within such seven (7) calendar day period, the Company's offer of the payments and benefits set forth in Section 2 shall be null and void, and Section 3 shall be of no force or effect. Employee acknowledges

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that, absent the execution of this Agreement, Employee would not be entitled to the payments set forth in Section 2. Employee acknowledges that the Company has not made any warranties or representations to Employee with respect to the tax consequences associated with Company Options and is in no manner relying on the Company or its representatives for an assessment of such tax consequences. Employee is advised to consult with his or her own tax advisor with respect to such tax consequences.

b. If employee executes this Agreement prior to the Separation Date, this Agreement shall be re-executed where indicated below on or following the Separation Date (but no later than the later of (i) twenty-one days following receipt of this Agreement and (ii) seven (7) days following the Separation Date). If this Agreement is not re-executed within such period, or if Employee revokes Employee's re-execution within the seven (7) calendar day period after re-execution, the Company's offer of the payments and benefits set forth in Section 2 shall be null and void. The decision to re-execute this Agreement in no way affects Employee's prior release of claims under this Agreement. By Employee's re-execution of this Agreement, the releases set forth in Section 3 shall be deemed to extend from the date on which Employee first executes this Agreement to the date on which Employee re-executes this Agreement.

20. Reimbursement. If Employee violates the terms of this Agreement, the Company's payment obligations under Section 2 will immediately cease, all payments paid under Section 2 may be recouped from Employee by the Company in such manner and on such terms as may be required by the Company, in each case, except for \$100, which shall serve as consideration for the release set forth in Section 3 and Employee will reimburse the Company and/or the Releasees for any attorneys' fees, costs or other damages arising from Employee's breach of this Agreement.

21. No Oral Modification; No Waivers. This Agreement may not be changed orally but may be changed only in a writing signed by a duly authorized representative of the Company and Employee. The failure of the Company or Employee to enforce any of the terms, provisions or covenants of this Agreement will not be construed as a waiver of the same or of the right of the Company or Employee to enforce the same. Waiver by the Company or Employee of any breach or default by another party to this Agreement of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the conflict of law principles of any jurisdiction. Any court of competent jurisdiction thereof shall have jurisdiction to hear and decide any controversy or claim between the Company and Employee arising under or relating to this Agreement.

23. Legally Binding. The terms of this Agreement contained herein are contractual, and not a mere recital.

24. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A of the Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Any right under this Agreement to a series of installment payments shall be treated as a right to a series of separate payments. All payments and benefits of nonqualified deferred compensation subject to Section 409A to be paid upon the termination of Employee's employment (or any other similar term or phrase) shall be made only upon

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Employee's "separation from service" with the Company within the meaning of Section 409A ("***Separation from Service***"). Notwithstanding anything to the contrary in this letter, no compensation or benefits shall be paid to Employee during the six (6)-month period following Employee's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this letter would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of Employee's death), the Company shall pay Employee a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Employee during such period (without interest).

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties, acknowledging that they are acting of their own free will, have caused the execution of this Agreement as of this day and year written below. The parties also acknowledge that they have had a sufficient opportunity to read and review the terms of this Agreement and that they have each received the advice of their respective counsel with respect hereto.

IDERA PHARMACEUTICALS, INC.

By: /s/ Vin Milano

Name: Vin Milano

Title: President & CEO

Date: October 31, 2018 | 6:05 AM EDT

EMPLOYEE

/s/ Louis J. Arcudi, III  
(sign)

Name: Louis J. Arcudi, III

Date: October 28, 2018 | 5:39 AM EDT

EMPLOYEE RE-EXECUTE IN ACCORDANCE WITH SECTION 19(B).

\_\_\_\_\_  
(sign)

Date: \_\_\_\_\_

Exhibit A to Separation Agreement and Release

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**EXHIBIT A**

**Incentive Stock Option Exercise Period Extension**

**Check One:**

**I Elect to Effect the Exercise Period Extension.** I understand that electing to effect the Exercise Period Extension may have adverse tax consequences with respect to my Incentive Stock Options, depending on my specific tax situation. I have been advised to consult with my own tax advisor with respect to such tax consequences.

**I DO NOT Elect to Effect the Exercise Period Extension.** I understand that all ISO options will expire 90 days from my Separation Date (or the original expiry date of the option, if sooner).

**WARNING:** This form is optional. If you do not complete and return this form to the Company prior to the 30th day following the date of the Agreement, you will be deemed to have not elected to effect the Exercise Period Extension.

EMPLOYEE

/s/Louis J. Arcudi III  
(sign)

Name: Louis J. Arcudi III

Date: October 28, 2018 5:39 AM EDT

Exhibit A to Separation Agreement and Release

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