

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 7, 2022

Inozyme Pharma, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39397
(Commission
File Number)

38-4024528
(IRS Employer
Identification No.)

321 Summer Street, Suite 400
Boston, Massachusetts
(Address of Principal Executive Offices)

02210
(Zip Code)

Registrant's telephone number, including area code: (857) 330-4340

Not applicable

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

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

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	INZY	Nasdaq Global Select Market

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 December 7, 2022, Inozyme Pharma, Inc. (the “Company”) and Henric Bjarke entered into an executive transition, separation and release of claims agreement (the “Separation Agreement”) providing for Mr. Bjarke’s resignation as Senior Vice President and Chief Operating Officer of the Company. Mr. Bjarke’s resignation is a result of his decision to relocate internationally for family and personal reasons. The effective date of Mr. Bjarke’s resignation is December 31, 2022 (the “Separation Date”). On December 7, 2022, the Company and Mr. Bjarke also entered into a consulting agreement (the “Consulting Agreement”), pursuant to which Mr. Bjarke has agreed to provide consulting and advisory services related to the Company’s precommercial and commercial preparedness and business development activities from January 1, 2023 to June 30, 2023, unless earlier terminated (the “Consultation Period”). The Company has commenced a search for Mr. Bjarke’s successor. The Company extends its sincere thanks to Mr. Bjarke for his years of service and for his willingness to continue to assist the Company to ensure a smooth transition.

Pursuant to the Separation Agreement, Mr. Bjarke is entitled to receive continued payment of his 2022 annual base salary for a period of nine months, for an aggregate of \$343,961, following the end of the Consultation Period, subject to Mr. Bjarke’s continued employment with the Company through the Separation Date, execution and nonrevocation of a release of claims in favor of the Company and compliance with the Separation Agreement, the release and applicable restrictive covenants. In addition, subject to eligibility, the Separation Agreement provides for continued payment by the Company of the Company’s share of COBRA premiums for Mr. Bjarke’s health benefit coverage for a period of up to nine months following the Separation Date. The Separation Agreement also provides for, among other things, non-disclosure obligations applicable to Mr. Bjarke and mutual non-disparagement obligations.

In consideration for services under the Consulting Agreement, the Company has agreed to pay Mr. Bjarke consulting fees at specified hourly rates. For so long as Mr. Bjarke is providing services to the Company during the Consultation Period, Mr. Bjarke’s equity awards that vest solely based on the passage of time will continue to vest and remain exercisable in accordance with the applicable equity plans and award agreements. In addition, in accordance with the Separation Agreement, (i) effective as of June 30, 2023, the vesting of Mr. Bjarke’s option to purchase 115,000 shares of the Company’s common stock granted on February 24, 2022 will accelerate with respect to 50,000 unvested shares (the “Accelerated Option”), and (ii) any vested options held by Mr. Bjarke that remain outstanding at the end of the Consultation Period (including the Accelerated Option) will remain exercisable until the earlier of one year following the end of the Consultation Period or the original expiration date of such option (the “Extended Exercise Period”), in each case, provided that Mr. Bjarke complies with his obligations under the Separation Agreement and the Consulting Agreement. If the Consulting Agreement is terminated by the Company other than for material breach by Mr. Bjarke or by Mr. Bjarke for material breach by the Company, then Mr. Bjarke will be entitled to (i) the Accelerated Option, on the terms and subject to certain conditions set forth in Separation Agreement, (ii) accelerated vesting of each outstanding stock option held by Mr. Bjarke with respect to the portion of such options that would have vested had Mr. Bjarke continued to provide services under the Consulting Agreement through June 30, 2023 and (iii) the Extended Exercise Period for vested stock options that are outstanding on the date of termination, on the terms and subject to certain conditions set forth in the Separation Agreement.

The foregoing descriptions of the Separation Agreement and the Consulting Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Separation Agreement and the Consulting Agreement, respectively, copies of which are attached as Exhibits 10.1 and 10.2 hereto and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Executive Transition, Separation, and Release of Claims Agreement, dated December 7, 2022 by and between Inozyme Pharma, Inc. and Henric Bjarke</u>
10.2	<u>Consulting Agreement, dated December 7, 2022, by and between Inozyme Pharma, Inc. and Henric Bjarke</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

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

INOZYME PHARMA, INC.

Date: December 8, 2022

By: /s/ Axel Bolte

Name: Axel Bolte

Title: President and Chief Executive Officer

EXECUTIVE TRANSITION, SEPARATION, AND RELEASE OF CLAIMS AGREEMENT

This Executive Transition, Separation, and Release of Claims Agreement (the “Agreement”) is made as of December 7, 2022 (the “Effective Date”) by and between Inozyme Pharma, Inc. (the “Company”) and Henric Bjarke (the “Executive”) (together, the “Parties”).

WHEREAS, the Company and the Executive are parties to that certain Letter Agreement dated as of June 30, 2020 (the “Letter Agreement”), under which the Executive currently serves as Senior Vice President and Chief Operating Officer of the Company;

WHEREAS, the Parties desire to establish mutually agreeable terms for the Executive’s transition and separation from employment with the Company; and

WHEREAS, the Parties agree that the payments, benefits and rights set forth in this Agreement shall be the exclusive payments, benefits and rights due to the Executive in connection with his transition and separation from employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Separation Date; Resignation from Position(s); Transition Period**(a) The Executive’s effective date of separation from employment with the Company will be December 31, 2022 (the “Separation Date”). The Executive hereby resigns as of the Separation Date from his position as Senior Vice President and Chief Operating Officer of the Company and from any and all other positions he holds as an officer of the Company or as an officer or director of any subsidiary or affiliate of the Company, and further agrees to execute and deliver any documents reasonably necessary to effectuate such resignations, as requested by the Company. Notwithstanding the foregoing, the Company retains the right to immediately terminate the Executive’s employment prior to December 31, 2022 for Cause (as defined in the Letter Agreement, except that, for purposes of this Agreement, references in such definition to “the Letter Agreement” shall be construed as referencing this Agreement) and, in such event, or in the event that the Executive resigns his employment for any reason prior to December 31, 2022, the date of such earlier termination shall become the Separation Date.
 - (b) As of the Effective Date, the Letter Agreement will terminate and be of no further force or effect; provided, however, for the avoidance of doubt, that the Executive’s Restrictive Covenant Agreement (as defined in the Letter Agreement) shall remain in full force and effect both during the Transition Period (as defined below) and thereafter.
 - (c) The period between the Effective Date and the Separation Date will be a transition period (the “Transition Period”). During the Transition Period, the Executive will continue to perform his regular duties as Senior Vice President and Chief Operating Officer on a full-time basis consistent with his position and use his best efforts to professionally, timely and cooperatively perform such duties, as well as such additional transition duties as may be requested by and at the direction of the Company or its Board of Directors (the “Board”) (including, without limitation, assisting with

the transition of the Executive's duties and responsibilities to other individuals). During the Transition Period, the Executive will continue to receive his current base salary, to participate in the Company's benefit plans (pursuant to the terms and conditions of such plans) and to be entitled to paid time off in accordance with Company policy. For the avoidance of doubt, the Executive will be required to continue to perform his duties primarily in the Company's offices in Massachusetts, and, in addition, the Company agrees that it will reimburse the Executive for reasonable travel expenses associated with traveling between his home and the Company's offices in Massachusetts, with such travel and reimbursement to be consistent with Company policy, and will permit the Executive to stay in the Company's corporate apartment for reasonable periods of time during such visits.

(d) In connection with the Executive's separation from employment, the Executive shall be paid, in accordance with applicable law and the Company's regular payroll practices, all unpaid base salary earned through the Separation Date, any amounts for accrued unused paid time off to which the Executive is entitled through such date in accordance with Company policy, and reimbursement of any properly incurred unreimbursed business expenses incurred through such date (together, the "Accrued Obligations"). As of the Separation Date, all salary payments from the Company will cease and any benefits the Executive had as of such date under Company-provided benefit plans, programs, or practices will terminate, except as required by federal or state law or as otherwise specifically set forth in this Agreement. For the avoidance of doubt, in the event of the Executive's termination for Cause prior to December 31, 2022, or if the Executive resigns his employment for any reason prior to December 31, 2022, the Executive will receive only the Accrued Obligations, and will not be eligible for or entitled to the Consideration (as defined below) or any other payments or benefits following such termination.

2. **Consideration** – In consideration of the Executive's entering into and abiding by the commitments and obligations set forth in this Agreement, and provided the Executive (i) signs and returns this Agreement on the Effective Date, (ii) continues employment through the Separation Date in accordance with the terms hereof, (iii) does not resign for any reason and is not terminated for Cause by the Company, (iv) signs and returns the Additional Release of Claims attached to this Agreement as Attachment A (the "Additional Release") no earlier than the Separation Date but by the later of the Separation Date and the twenty-second (22nd) day after the Receipt Date (as defined below), and does not timely revoke such Additional Release (as described therein), and (v) complies with the terms of this Agreement, the Additional Release, and the Restrictive Covenant Agreement, the Company will provide the Executive with the following consideration (the "Consideration"), the payment of which shall be subject to the provisions of Appendix A to the Letter Agreement (except that, for purposes of this Agreement, references in such Appendix A to the "Letter Agreement" shall be construed as referencing this Agreement):

(a) **Severance Benefits** – The Company will pay to the Executive as severance pay three hundred forty-three thousand nine hundred sixty-one dollars and eleven cents (\$343,961.11) less all applicable taxes and withholdings (an amount equivalent to nine (9) months of the Executive's current base salary). This severance pay will be paid in substantially equal installments in accordance with the Company's regular payroll practices, and payments shall begin in the Company's first payroll period following July 1, 2023 or, if later, the date that Executive has a "separation from service" with the Company (as defined under Section 409A of the Internal Revenue Code and the guidance issued thereunder); provided, however, that if the Consultation Period (as defined in the Consulting Agreement referenced below) is terminated prior to the Expiration Date (as defined in the Consulting Agreement), payments shall begin in the Company's first payroll period following such termination of the Consultation Period. In addition, should the Executive timely elect and be eligible to continue receiving group medical coverage pursuant to

the “COBRA” law, and so long as the Company can provide such benefit without violating the nondiscrimination requirements of applicable law, the Company will continue to pay the premium for such coverage that is paid by the Company for active and similarly-situated employees who receive the same type of coverage until the earlier of (x) nine (9) months following the Separation Date, and (y) the date upon which the Executive commences full-time employment (or employment that provides the Executive with eligibility for healthcare benefits substantially comparable to those provided by the Company) with an entity other than the Company. If applicable, the remaining balance of any premium costs shall be timely paid by the Executive on a monthly basis for as long as, and to the extent that, the Executive remains eligible for and elects to continue receiving COBRA continuation. The Executive agrees that, should he commence full-time employment (or employment that provides him with eligibility for healthcare benefits substantially comparable to those provided by the Company) prior to the date that is nine (9) months following the Separation Date, he will so inform the Company in writing within five (5) business days of such commencement.

(b) **Consulting Agreement** – On the Effective Date, the Company and the Executive shall also enter into a consulting agreement in the form attached to this Agreement as Attachment B (the “**Consulting Agreement**”). It is understood that, during the Consultation Period, as defined in the Consulting Agreement, the Executive’s equity awards that vest solely based on the passage of time shall continue to vest and become free from forfeiture through the Consultation Period, and shall remain exercisable, in accordance with the applicable award agreement(s) and equity plan(s), provided, however, that to the extent that the Executive complies with his obligations under this Agreement and the Consulting Agreement, (i) effective as of the Expiration Date (as defined in the Consulting Agreement), the vesting of the stock option granted by the Company to Executive in February 2022 shall accelerate with respect to 50,000 unvested shares, and (ii) any vested options granted at any time by the Company to Executive that remain outstanding at the end of the Consultation Period (including those for which vesting accelerated pursuant to the previous clause (i)) shall remain exercisable until the earlier of (x) one (1) year following the end of the Consultation Period and (y) the original expiration date of such option, with all such options otherwise remaining subject to the terms and conditions of the applicable award agreement(s) and equity plan(s). For the avoidance of doubt, as of the Effective Date, each such stock option shall be treated as a nonqualified stock option for tax purposes even if that option was intended to be an incentive stock option.

Other than the Consideration and the Accrued Obligations, the Executive will not be eligible for, nor shall he have a right to receive, any payments or benefits from the Company following the Separation Date, including, for the avoidance of doubt, any severance benefits pursuant to the Letter Agreement.

3. **Release of Claims** – In exchange for the consideration set forth in this Agreement, which the Executive acknowledges he would not otherwise be entitled to receive, the Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its past and present affiliates, subsidiaries, parent companies, predecessors, and successors, and all of its and their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the “**Released Parties**”) from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature that the Executive ever had or now has against any or all of the Released Parties, whether known or unknown, including, but not limited to, any and all claims arising out of

or relating to the Executive's employment with or separation from, and/or ownership of securities of the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., all as amended; all claims arising out of the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Parental Leave Act, Mass. Gen. Laws ch. 149, § 105D, the Massachusetts Paid Family and Medical Leave Act, Mass. Gen. Laws ch. 175m, § 1, et seq., the Massachusetts Earned Sick Time Law, Mass. Gen. Laws ch. 149, § 148c, and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, all as amended; all rights and claims under the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq., as amended (Massachusetts law regarding payment of wages and overtime), including any rights or claims thereunder to unpaid wages, including overtime, bonuses, commissions, and accrued, unused vacation time; all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including, without limitation, all claims arising out of or related to the Letter Agreement); all claims to any non-vested ownership interest in the Company, contractual or otherwise (except for any such interests that continue to vest during the Transition Period due to the Executive's continued employment during such period, or during the period the Executive is providing services under the Consulting Agreement); all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of Executive's employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this release of claims shall not (i) prevent the Executive from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that the Executive acknowledges that he may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and the Executive further waives any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding), or (ii) deprive the Executive of any rights the Executive may have to be indemnified by the Company as provided in any agreement between the Company and the Executive or pursuant to the Company's Certificate of Incorporation or by-laws.

4. **Continuing Obligations** – The Executive acknowledges and reaffirms his obligation, except as otherwise permitted by Section 8 below, both during the Transition Period and thereafter, to keep confidential and not to use or disclose any and all non-public information concerning the Company acquired by him during the course of his employment with the Company, including, but not limited to, any non-public information concerning the Company's business, operations, products, programs, affairs, performance, personnel, technology, science, intellectual property, plans, strategies, approaches, prospects, financial condition or development related matters. The Executive also acknowledges all of his continuing obligations pursuant to the Restrictive Covenant Agreement, which survive his separation from employment with the Company and shall remain in full force and effect.

5. **Non-Disparagement**– The Executive understands and agrees that, except as otherwise permitted by Section 8 below, he will not, either during the Transition Period or thereafter, in public or private, make any false, disparaging, negative, critical, adverse, derogatory or defamatory statements, whether orally or in writing, including online (including, without limitation, on any social media, networking, or employer review site) or otherwise, to any person or entity, including, but not limited to, any media outlet, industry group, key opinion leader, financial institution, research analyst or current or former employee, board member, consultant, shareholder, client or customer of the Company, regarding the Company, or any of the other Released Parties that are known, or should be known, by Executive to be Released Parties, or regarding the Company’s business, operations, products, programs, affairs, performance, personnel, technology, science, intellectual property, plans, strategies, approaches, prospects, financial condition or development related matters. The Company will instruct its officers and all members of its Board of Directors that they shall not, either during the Transition Period or thereafter, in public or private, make any false, disparaging, negative, critical, adverse, derogatory or defamatory statements, whether orally or in writing, to any person or entity concerning Executive; provided, however, that the foregoing shall not be construed as requiring an instruction that any person refrain from making any statement concerning Executive in connection with any legitimate business need and/or to comply with or satisfy their or the Company’s disclosure, reporting or other obligations under applicable law.
6. **Return of Company Property** – The Executive agrees that, no later than the Separation Date (or at such earlier or later time as may be requested in writing by the Company), he will return to the Company all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software, printers, flash drives and other storage devices, wireless handheld devices, cellular phones, tablets, etc.), Company identification, and any other Company-owned property in his possession or control, and that he will leave intact all, and will not otherwise not destroy, delete, or make inaccessible to the Company any, electronic Company documents, including, but not limited to, those that he developed or helped to develop during his employment. The Executive further agrees that, except as he may be specifically instructed otherwise by the Company’s Chief Executive Officer, he will not (a) retain any copies in any form or media; (b) maintain access to any copies in any form, media, or location; (c) store any copies in any physical or electronic locations that are not readily accessible or not known to the Company or that remain accessible to him; or (d) send, give, or make accessible any copies to any persons or entities that the Company has not authorized to receive such electronic or hard copies. The Executive further agrees that, except as he may be specifically instructed otherwise by the Company’s Chief Executive Officer, he will, no later than the Separation Date (or at such earlier or later time as may be requested in writing by the Company) cancel all accounts for his benefit, if any, in the Company’s name, including but not limited to, credit cards, telephone charge cards, cellular phone accounts, and computer accounts.
7. **Confidentiality** – The Executive understands and agrees that, except as otherwise permitted by Section 8 below, the contents of the negotiations and discussions resulting in this Agreement and the Additional Release shall be maintained as confidential by the Executive and his agents and representatives and shall not be disclosed except as otherwise agreed to in writing by the Company.
8. **Scope of Disclosure Restrictions** – Nothing in this Agreement, the Additional Release, or elsewhere prohibits the Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. The Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information the Executive obtained through a communication that was subject to the attorney-client privilege.

Further, notwithstanding the Executive's confidentiality and nondisclosure obligations, the Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "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. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

9. **Cooperation** – The Executive agrees that, to the extent permitted by law, he shall cooperate fully with the Company in: (i) any internal investigation; (ii) any investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator; or (iii) any other administrative, regulatory, or judicial inquiry, investigation, proceeding or arbitration. The Executive's full cooperation hereunder shall include, but not be limited to, making himself available to the Company upon reasonable notice for interviews and factual investigations; appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company pertinent information; and turning over all relevant documents which are in or may come into his possession. The term "cooperation" does not mean that the Executive must provide information that is favorable to the Company; it means only that the Executive will provide truthful information within his knowledge and possession upon request of the Company. The Company will reimburse the Executive for all reasonable and documented travel expenses that he incurs at the Company's request to comply with this paragraph and, (i) if the Company requests cooperation hereunder after the Consultation Period has ended, (ii) such post-Consultation Period cooperation exceeds, in the aggregate, five (5) hours of Executive's time, and (iii) the Company has requested such additional hours of cooperation in writing, compensate Executive for such additional hours at the rate of three hundred and fifty dollars (\$350.00) per hour; provided, however, that the Company will not compensate Executive for any time spent testifying in any arbitration, trial, judicial proceeding, administrative hearing or other proceeding. The Executive further agrees that, to the extent permitted by law, he will notify the Company promptly in the event that he is served with a subpoena (other than a subpoena issued by a government agency), or in the event that he is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.
10. **Amendment and Waiver** – This Agreement and the Additional Release, upon their respective effective dates, shall be binding upon the Parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the Parties. This Agreement and the Additional Release are binding upon and shall inure to the benefit of the Parties and their respective agents, assigns, heirs, executors/administrators/personal representatives, and successors. No delay or omission by the Company in exercising any right under this Agreement or the Additional Release shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

11. **Validity** – Should any provision of this Agreement or the Additional Release be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement or the Additional Release.
12. **Nature of Agreement** – Both Parties understand and agree that this Agreement, including the Additional Release, is a transition, separation and release of claims agreement and does not constitute an admission of liability or wrongdoing on the part of the Company or the Executive.
13. **Acknowledgments** – The Executive acknowledges that he was initially presented with this Agreement on December 2, 2022 (the “**Receipt Date**”). The Executive acknowledges that he has been given a reasonable amount of time to consider this Agreement, and at least twenty-one (21) days from the Receipt Date to consider the Additional Release (such 21-day period, the “**Consideration Period**”), and that the Company is hereby advising him to consult with an attorney of his own choosing prior to signing this Agreement and the Additional Release. The Executive further acknowledges and agrees that any changes made to this Agreement, the Additional Release, or any exhibits or attachments hereto following his initial receipt of such documents on the Receipt Date, whether material or immaterial, shall not re-start or affect in any manner the Consideration Period. The Executive understands that he may revoke the Additional Release for a period of seven (7) days after he signs it by notifying the Company in writing, and that the Additional Release shall not be effective or enforceable until the expiration of the seven (7) day revocation period (the day immediately following expiration of such revocation period, the “**Additional Release Effective Date**”). The Executive understands and agrees that by entering into the Additional Release he will be waiving any and all rights or claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he will have received consideration beyond that to which he was previously entitled. The Executive further understands that he will not be eligible to receive the Consideration unless he timely signs, returns, and does not revoke the Additional Release.
14. **Voluntary Assent** – The Executive affirms that no other promises or agreements of any kind have been made to or with the Executive by any person or entity whatsoever to cause him to sign this Agreement, and that he fully understands the meaning and intent of this Agreement and that he has had the opportunity to consult with counsel of his own choosing. The Executive further states and represents that he has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act.
15. **Governing Law** – This Agreement and the Additional Release shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions. Each of the Company and the Executive hereby irrevocably submits to and acknowledges and recognizes the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts, or if appropriate, the United States District Court for the District of Massachusetts (which courts, for purposes of this Agreement and the Additional Release, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Agreement and the Additional Release or the subject matter thereof.
16. **Entire Agreement** – This Agreement, including the Additional Release, the Consulting Agreement, and the Restrictive Covenant Agreement, contain and constitute the entire understanding and agreement between the Parties hereto with respect to the Executive’s transition and separation from the Company, and the settlement of claims against the Company, and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, the Letter Agreement.

17. **Tax Acknowledgement** – The Company shall have the right to withhold and remit to the applicable tax authorities any amounts it believes are required to be withheld by the Company under applicable law (including, without limitation, any amounts required to comply with Swiss tax law). Notwithstanding the foregoing, the Executive shall be solely responsible for any self-assessment and remittance of Swiss social security, Swiss income, or other U.S., Swiss, or other taxes. The Executive acknowledges that he is not relying upon the advice or representation of the Company with respect to the tax treatment of any payments made by the Company to the Executive. The Executive further agrees and acknowledges that he shall indemnify and hold harmless the Company with respect to any Swiss taxes and/or tax liability (including, without limitation, social security, income, and employment related taxes) that may arise for the Executive or the Company as a result of his residency and performance of services in Switzerland, whether pursuant to this Agreement or the Consulting Agreement attached as Attachment B, including, for the avoidance of doubt, with respect to the vesting and/or exercise of Company stock options or other equity awards.
18. **Counterparts** – This Agreement and the Additional Release may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Facsimile and PDF signatures shall be deemed to be of equal force and effect as originals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement as of the date(s) written below.

INOZYME PHARMA, INC.

By: /s/ Axel Bolte
Name: Axel Bolte
Title: President and Chief Executive Officer

Date: 12/7/2022

I hereby agree to the terms and conditions set forth above. I have been given a reasonable amount of time to consider this Agreement and I have chosen to execute this on the date below. I further understand that my receipt of the Consideration is contingent upon my timely execution, return and non-revocation of the Additional Release, and that I have been given at least twenty-one (21) days to consider such Additional Release and will have seven (7) days in which to revoke my acceptance after I sign such Additional Release.

HENRIC BJARKE

/s/ Henric Bjarke

Date: 12/7/2022

[Signature Page to Transition, Separation and Release of Claims Agreement]

ATTACHMENT A

ADDITIONAL RELEASE OF CLAIMS

This Additional Release of Claims (this "Additional Release") is made by the Executive as of the date set forth opposite his signature below. Capitalized terms used but not defined herein have the meanings set forth in the Executive Transition, Separation, and Release of Claims Agreement to which this Additional Release is attached as Attachment A (the "Agreement").

WHEREAS, the Executive's Separation Date has occurred on or prior to the execution of this Additional Release; and

WHEREAS, the Executive is entering into this Additional Release in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Executive hereby agrees as follows:

1. Release – In exchange for the Consideration set forth in the Agreement, which the Executive acknowledges he would not otherwise be entitled to receive, the Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its past and present affiliates, subsidiaries, parent companies, predecessors, and successors, and all of its and their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that the Executive ever had or now has against any or all of the Released Parties, whether known or unknown, including, but not limited to, any and all claims arising out of or relating to Executive's employment with or separation from, and/or ownership of securities of the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., all as amended; all claims arising out of the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Parental Leave Act, Mass. Gen. Laws ch. 149, § 105D, the Massachusetts Paid Family and Medical Leave Act, Mass. Gen. Laws ch. 175m, § 1, et seq., the Massachusetts Earned Sick Time Law, Mass. Gen. Laws ch. 149, § 148c, and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, all as amended; all rights and claims under the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq., as amended (Massachusetts law regarding payment of wages and overtime), including any rights or claims thereunder to unpaid wages, including overtime, bonuses, commissions, and accrued, unused vacation time; all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of

contract; all claims to any non-vested ownership interest in the Company, contractual or otherwise (except for any such interests that continue to vest during the period the Executive is providing services under the Consulting Agreement); all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of the Executive's employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this release of claims shall not (i) prevent the Executive from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that the Executive acknowledges that he may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and the Executive further waives any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding), or (ii) deprive the Executive of any rights the Executive may have to be indemnified by the Company as provided in any agreement between the Company and the Executive or pursuant to the Company's Certificate of Incorporation or by-laws.

2. **Return of Company Property** – The Executive confirms that, except as he has been specifically instructed otherwise by the Company's Chief Executive Officer, he has returned to the Company all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software, printers, flash drives and other storage devices, wireless handheld devices, cellular phones, tablets, etc.), Company identification, and any other Company-owned property in his possession or control, and that he has left intact all, and has otherwise not destroyed, deleted, or made inaccessible to the Company any, electronic Company documents, including, but not limited to, those that he developed or helped to develop during his employment. The Executive further confirms that, except as he has been specifically instructed otherwise by the Company's Chief Executive Officer, he has not (a) retained any copies in any form or media; (b) maintained access to any copies in any form, media, or location; (c) stored any copies in any physical or electronic locations that are not readily accessible or not known to the Company or that remain accessible to him; or (d) sent, given, or made accessible any copies to any persons or entities that the Company has not authorized to receive such electronic or hard copies. The Executive further confirms that, except as he has been specifically instructed otherwise by the Company's Chief Executive Officer, he has canceled all accounts for his benefit, if any, in the Company's name, including but not limited to, credit cards, telephone charge cards, cellular phone accounts, and computer accounts.

3. **Business Expenses; Final Compensation** – The Executive acknowledges that he has been reimbursed by the Company for all business expenses incurred in conjunction with the performance of his employment and that no other reimbursements are owed to him. The Executive further acknowledges that he has received all compensation due to him from the Company, including, but not limited to, all wages, bonuses and accrued, unused vacation time, and that he is not eligible or entitled to receive any additional payments or consideration from the Company beyond the Consideration.

4. **Time for Consideration; Acknowledgments** – The Executive acknowledges that, in order to receive the Consideration, he must sign and return this Additional Release no earlier than the Separation Date but by the later of the Separation Date and the twenty-second (22nd) day after the Receipt Date and he must continue to comply with his obligations under the Restrictive Covenant Agreement. The Executive acknowledges that he has been given at least twenty-one (21) days to consider this Additional Release, and that the Company advised him to consult with an attorney of his own choosing prior to signing this Additional Release. The Executive understands that he may revoke this Additional Release for a period of seven (7) days after he signs it by notifying the Company in writing, and the Additional Release shall not be effective or enforceable until the expiration of this seven (7) day revocation period. In the event the Executive executes this Additional Release after the Separation Date but prior to the twenty-second (22nd) day after the Receipt Date, he acknowledges that such decision is entirely voluntary and that he has had the opportunity to consider such release until the end of the twenty-one (21) day period. The Executive

understands and agrees that by entering into this Additional Release, he is waiving any and all rights or claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he has received consideration beyond that to which he was previously entitled. For the avoidance of doubt, this Additional Release supplements, and in no way limits, the Agreement.

5. **Voluntary Assent** – The Executive affirms that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Additional Release, and that he fully understands the meaning and intent of this Additional Release. The Executive states and represents that he has had an opportunity to fully discuss and review the terms of this Additional Release with an attorney. The Executive further states and represents that he has carefully read this Additional Release, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act. The Executive hereby provides this Additional Release as of the date below and acknowledges that he will not be entitled to receive the Consideration set forth in the Agreement unless this Additional Release becomes effective and enforceable.

I hereby provide this Additional Release as of the current date and acknowledge that the execution of this Additional Release is in further exchange for the Consideration, to which I acknowledge I would not be entitled if I did not enter into this Additional Release. I intend that this Additional Release will become a binding agreement between me and the Company if I do not revoke my acceptance in seven (7) days.

HENRIC BJARKE

Date: _____

To be signed and returned no earlier than the Separation Date but by the later of the Separation Date and the twenty-second (22nd) day after the Receipt Date.

ATTACHMENT B

CONSULTING AGREEMENT

Incorporated by reference to Exhibit 10.2 of this Current Report on Form 8-K filed with the Securities Exchange Commission on December 8, 2022

CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”), effective as of the Effective Date (as defined herein), is entered into between Inozyme Pharma, Inc. (the “**Company**”) and Henric Bjarke (the “**Consultant**”).

WHEREAS, the Company desires to retain the services of the Consultant and the Consultant desires to perform certain services for the Company; and

WHEREAS, the Consultant is in the business of providing such services and has agreed to provide such services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Services. The Consultant agrees to perform such consulting and advisory services to and for the Company as may be reasonably requested from time to time by the Company, as specified on Schedule A to this Agreement.

2. Term. Provided the Consultant has timely signed and returned to the Company the Executive Transition, Separation, and Release of Claims Agreement to which this Agreement is attached as Attachment B (the “**Separation Agreement**”), and provided further that the Consultant has timely signed and returned to the Company the Additional Release of Claims that is Attachment A to the Separation Agreement, the term of this Agreement shall commence on January 1, 2023 and shall continue until June 30, 2023 (the “**Expiration Date**”), unless terminated earlier pursuant to the provisions of Section 4 (such period being referred to as the “**Consultation Period**”).

3. Consideration and Reimbursement.

a. Consulting Fees. In consideration of the Consultant’s performance of the services, the Company will pay to the Consultant consulting fees at the rate of three hundred and fifty dollars (\$350.00) per hour for the first twenty-four (24) hours worked by the Consultant during a week, and at the rate of four hundred dollars (\$400.00) per hour for each hour in excess of twenty-four (24) hours worked in a week. The Consultant shall submit to the Company weekly invoices recording the number of hours worked by the Consultant for the Company each week. The Company and the Consultant agree that any international travel undertaken by the Consultant at the Company’s request shall be compensated at the rate of three hundred and fifty dollars (\$350.00) per hour, up to a maximum of two thousand eight hundred dollars (\$2,800.00) per day of travel. The Company shall pay the consulting fees monthly in arrears for services rendered the previous month, no later than the seventh (7th) business day of the following month.

b. Expense Reimbursement. The Company shall reimburse the Consultant for all reasonable out-of-pocket expenses incurred by the Consultant in connection with the performance of the services under this Agreement. The Consultant shall submit to the Company itemized monthly statements, in a form satisfactory to the Company, of such expenses incurred in the previous month. The Company shall pay to the Consultant amounts shown on each such statement within thirty (30) days after receipt thereof. Notwithstanding the foregoing, the Consultant shall not incur total expenses in excess of five hundred dollars (\$500.00) per month without the prior written approval of the Company; provided, however, that this \$500.00 monthly cap shall not apply to reimbursement of the Consultant’s reasonable travel expenses consistent with the Company’s policies with respect to consultant travel expenses.

c. No Employee Benefits. The Consultant's relationship with the Company will be that of an independent contractor, and the Consultant shall not, in connection with this relationship, be entitled to any benefits, coverages or privileges, including, without limitation, health insurance, social security, unemployment, workers compensation, or pension payments, made available to employees of the Company.

4. Termination. This Agreement may be terminated prior to the Expiration Date in the following manner: (a) by the Company at any time immediately upon written notice if the Consultant has materially breached this Agreement, the Separation Agreement, or the Restrictive Covenant Agreement (as defined in the Separation Agreement); (b) by the Consultant at any time immediately upon written notice if the Company has materially breached this Agreement or the Separation Agreement; (c) by either the Company or the Consultant upon not less than thirty (30) days' prior written notice; or (d) at any time upon the mutual written consent of the parties hereto. Notwithstanding the foregoing, and for the avoidance of doubt, the Company may terminate this Agreement effective immediately by giving written notice to the Consultant if the Consultant fails to timely sign the Separation Agreement or Additional Release, or revokes the Additional Release within seven (7) days after signing it as set forth therein. In the event of any termination by the Consultant pursuant to (c) hereof, or by the Company pursuant to (a) hereof (or because the Consultant has failed to timely sign the Separation Agreement or Additional Release or has revoked the Additional Release), the Consultant shall be entitled only to: (i) payment for services performed prior to the effective date of termination, and (ii) reimbursements for expenses incurred in accordance with Section 3 prior to termination. In the event of the expiration of this Agreement on the Expiration Date in accordance with the terms hereof, or a termination by the Company pursuant to (c) hereof, by the Consultant pursuant to (b) hereof, or by mutual consent pursuant to (d) hereof, then, in addition to the payments and reimbursements specified in the previous sentence, and effective as the date of such expiration or termination, the Consultant shall be entitled to (A) the accelerated vesting of 50,000 shares subject to the February 2022 stock option grant on the terms and subject to the conditions set forth in Section 2(b) of the Separation Agreement, (B) the accelerated vesting of each outstanding stock option granted by the Company to the Consultant with respect to the portion of such options that would have vested had the Consultant continued to provide services under this Agreement through the Expiration Date, and (C) the extended exercise period for vested stock options that are outstanding on the date of termination (including those for which vesting is accelerated pursuant to the previous clauses (A) and (B)) on the terms and subject to the conditions set forth in Section 2(b) of the Separation Agreement. No further payments or other consideration of any kind will be due, and such payments and other consideration shall constitute full settlement of any and all claims of the Consultant of every description against the Company.

5. Cooperation. The Consultant shall perform the services hereunder in a professional manner and consistent with customary industry standards. The Company shall provide such access to its information and property as may be reasonably required in order to permit the Consultant to perform the Consultant's obligations hereunder. The Consultant shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business, and shall observe all rules, regulations and security requirements of the Company concerning the safety of persons and property.

6. Proprietary Information and Inventions.

a. Proprietary Information.

The Consultant acknowledges that the Consultant's relationship with the Company is one of high trust and confidence and that in the course of the Consultant's service to the Company, Consultant will have access to and contact with Proprietary Information. The Consultant will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of the services) without written approval by an officer of the Company, either during or after the Consultation Period, unless and until such Proprietary Information has become public knowledge without fault by the Consultant.

For purposes of this Agreement, Proprietary Information shall mean, by way of illustration and not limitation, all information, whether or not in writing, whether or not patentable and whether or not copyrightable, of a private, secret or confidential nature, owned, possessed or used by the Company, concerning the Company's business, business relationships or financial affairs, including, without limitation, any Invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical or research data, clinical data, know-how, computer program, software, software documentation, hardware design, technology, product, processes, methods, techniques, formulas, compounds, projects, developments, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost, customer, supplier or personnel information or employee list that is communicated to, learned of, developed or otherwise acquired by the Consultant in the course of the Consultant's service as a consultant to the Company.

The Consultant agrees that all files, documents, letters, memoranda, reports, records, data sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Consultant or others, which shall come into Consultant's custody or possession, shall be and are the exclusive property of the Company to be used by the Consultant only in the performance of the Consultant's duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Consultant shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) the termination of this Agreement. After such delivery, the Consultant shall not retain any such materials or copies thereof or any such tangible property, except as required by law.

The Consultant agrees that the Consultant's obligation not to disclose or to use information and materials of the types set forth above, and the Consultant's obligation to return materials and tangible property as set forth above extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Consultant.

The Consultant acknowledges that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, that impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Consultant agrees to be bound by all such obligations and restrictions that are known to the Consultant and to take all action necessary to discharge the obligations of the Company under such agreements.

The Consultant's obligations under this Section 6(a) shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by the Consultant or others of the terms of this Section 6(a), (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of an officer of the Company. Further, nothing herein prohibits the Consultant from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government

agencies or participating in government agency investigations or proceedings. In addition, notwithstanding the Consultant's confidentiality and nondisclosure obligations, the Consultant is hereby advised as follows pursuant to the Defend Trade Secrets Act: "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. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

b. Inventions.

The Consultant will make full and prompt disclosure to the Company of all inventions, creations, improvements, enhancements, designs, innovations, discoveries, processes, methods, techniques, developments, software, computer programs, and works of authorship, whether or not patentable and whether or not copyrightable, that are created, made, conceived or reduced to practice by the Consultant or under the Consultant's direction or jointly with others during the Consultation Period, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "**Inventions**"). The Consultant agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all of the Consultant's right, title and interest in and to all Inventions and all related patents, patent applications, copyrights created in the work(s) of authorship, trademarks, trade names, and other industrial and intellectual property rights and applications therefor in the United States and elsewhere. However, the previous sentence shall not apply to Inventions that do not relate to the present or planned business or research and development of the Company and that are made and conceived by the Consultant not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Consultant understands that, to the extent this Agreement shall be construed in accordance with the laws of any state that precludes a requirement that an individual assign certain classes of inventions, this Section 6(b) shall be interpreted not to apply to any invention that a court rules and/or the Company agrees falls within such classes. The Consultant further acknowledges that each original work of authorship that is made by the Consultant (solely or jointly with others) within the scope of the Agreement and which is protectable by copyright is a "work made for hire," as that term is defined in the United States Copyright Act. The Consultant hereby waives all claims to moral rights in any Inventions.

The Consultant agrees that if, in the course of performing the services, the Consultant incorporates into any Invention developed under this Agreement any preexisting invention, improvement, development, concept, discovery or other proprietary information owned by the Consultant or in which the Consultant has an interest ("**Prior Inventions**"), (i) the Consultant will inform the Company, in writing before incorporating such Prior Inventions into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. The Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without the Company's prior written permission.

The Consultant agrees to cooperate fully with the Company, both during and after the Consultation Period, with respect to the procurement, maintenance, and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Inventions. The Consultant shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Invention. The Consultant further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Consultant on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Consultant, and the Consultant hereby irrevocably designates and appoints each executive officer of the Company as the Consultant's agent and attorney-in-fact to execute any such papers on the Consultant's behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Invention, under the conditions described in this sentence.

The Consultant shall maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times.

7. Non-Exclusivity. The Company retains the right to contract with other companies and/or individuals for consulting services without restriction. Similarly, except as and to the extent set forth in the Separation Agreement and the Restrictive Covenant Agreement (as defined in the Separation Agreement), the Consultant retains the right to contract with other companies or entities for the Consultant's consulting services.

8. Other Agreements; Representation.

The Consultant hereby represents that, except as the Consultant has disclosed in writing to the Company, the Consultant is not bound by the terms of any agreement with any third party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of Consultant's consultancy with the Company, to refrain from competing, directly or indirectly, with the business of such third party or to refrain from soliciting employees, customers or suppliers of such third party. The Consultant further represents that Consultant's performance of all the terms of this Agreement and the performance of the services as a consultant of the Company do not and will not breach any agreement with any third party to which the Consultant is a party (including, without limitation, any nondisclosure or non-competition agreement), and that the Consultant will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

The Consultant hereby represents and confirms that Consultant has the skills and experience necessary to perform the services, that Consultant will perform said services in a professional, competent and timely manner, that Consultant has the power to enter into this Agreement and that Consultant's performance hereunder will not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws.

9. Independent Contractor Status.

The Consultant shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of the Company. The Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner. Nothing herein shall create, expressly or by implication, a partnership, joint venture or other association between the parties.

The Consultant shall have the right to control and determine the time, place, methods, manner and means of performing the services. In performing the services, the amount of time devoted by the Consultant on any given day will be entirely within the Consultant's control, and the Company will rely on the Consultant to put in the amount of time necessary to fulfill the requirements of this Agreement. The Consultant will provide all equipment and supplies required to perform the services. The Consultant is not required to attend regular meetings at the Company. However, upon reasonable notice, the Consultant shall meet with representatives of the Company at a location to be designated by the parties to this Agreement.

In the performance of the services, the Consultant has the authority to control and direct the performance of the details of the services, the Company being interested only in the results obtained. However, the services contemplated by the Agreement must meet the Company's standards and approval and shall be subject to the Company's general right of inspection and supervision to secure their satisfactory completion.

The Consultant shall not use the Company's trade names, trademarks, service names or service marks without the prior approval of the Company.

The Consultant shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes in connection with this Agreement and for maintaining adequate workers' compensation insurance coverage. Notwithstanding the foregoing, the Company is entitled to withhold any income, social security or other taxes that the Company believes it is required under applicable law to withhold. For the avoidance of doubt, the provisions of Section 17 of the Separation Agreement apply to all payments and benefits hereunder.

10. Remedies. The Consultant acknowledges that any breach of the provisions of Section 6 of this Agreement shall result in serious and irreparable injury to the Company for which the Company cannot be adequately compensated by monetary damages alone. The Consultant agrees, therefore, that, in addition to any other remedy the Company may have, the Company shall be entitled to enforce the specific performance of this Agreement by the Consultant and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.

11. Indemnification. The Consultant shall be solely liable for, and shall indemnify, defend and hold harmless the Company and its successors and assigns from and against any claim or liability of any kind (including penalties, fees or charges) resulting from the Consultant's (i) failure to pay the taxes, penalties, and payments referenced in Section 9 of this Agreement, and/or (ii) negligent acts, errors or omissions in connection with the Consultant's performance of the services hereunder. The Company shall be solely liable for, and shall indemnify, defend and hold harmless the Consultant from and against any claim or liability of any kind (including penalties, fees or charges) resulting from the Company's negligent acts, errors, or omissions in connection with the Consultant's performance of the services hereunder.

12. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section 12.

13. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement; provided, however, for the avoidance of doubt, that nothing herein supersedes the Separation Agreement or the Restrictive Covenant Agreement (as defined in the Separation Agreement) into which the Consultant entered in connection with his prior employment by the Company, which remains in full force and effect.

15. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Consultant.

16. Non-Assignability of Contract. This Agreement is personal to the Consultant and the Consultant shall not have the right to assign any of Consultant's rights or delegate any of Consultant's duties without the express written consent of the Company. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Consultant.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

18. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Consultant are personal and shall not be assigned by Consultant.

19. Interpretation. If any restriction set forth in Section 6 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

20. Survival. Sections 4 through 21 shall survive the expiration or termination of this Agreement.

21. Miscellaneous.

No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date and year first above written.

Inozyme Pharma, Inc.

By: /s/ Axel Bolte

Name: Axel Bolte

Title: President and Chief Executive Officer

Consultant:

/s/ Henric Bjarke

Henric Bjarke