

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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): April 8, 2024

**Prelude Therapeutics Incorporated**  
(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

001-39527  
(Commission  
File Number)

81-1384762  
(I.R.S. Employer  
Identification No.)

175 Innovation Boulevard  
Wilmington, Delaware  
(Address of principal executive offices)

19805  
(Zip Code)

Registrant's telephone number, including area code: (302) 467-1280

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:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	PRLD	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.**

### *Departure of Chief Financial Officer*

On April 8, 2024 (the “Effective Date”), Prelude Therapeutics Incorporated (the “Company”) and Laurent Chardonnet, the Company’s Chief Financial Officer, agreed that he will no longer serve as the Company’s Chief Financial Officer, effective as of the Effective Date. The Company appreciates Mr. Chardonnet’s contributions and wishes him well in his future endeavors. On April 10, 2024, the Company and Mr. Chardonnet entered into a Consulting Agreement, pursuant to which Mr. Chardonnet will provide consulting services regarding matters relating to the Company’s finance function at an hourly rate of \$500, as may be requested from time to time by the Company, until October 4, 2024 (the “Consulting Period”). During the Consulting Period, Mr. Chardonnet’s outstanding equity awards will continue to vest pursuant to the terms of the applicable equity award.

Consistent with his prior Executive Employment Agreement with the Company, dated November 5, 2021 (the “Executive Employment Agreement”) and the terms of the Separation Agreement and General Release between the Company and Mr. Chardonnet dated April 10, 2024 (the “Separation Agreement”), Mr. Chardonnet will receive total gross cash severance payments in an amount that represents nine months of Mr. Chardonnet’s base salary as in effect as of the Effective Date (\$333,750), to be paid in monthly installments (the “Cash Severance Payment”). Under the Executive Employment Agreement, Mr. Chardonnet also is eligible for up to nine months of continued subsidized coverage under COBRA from the Effective Date (together with the Cash Severance Payment, the “Severance Benefits”). Under the terms of the Separation Agreement and General Release, Mr. Chardonnet shall be entitled to the Severance Benefits as long as he remains in compliance with the terms of the Separation Agreement and the Employee Proprietary Information, Restrictive Covenant and Invention Assignment Agreement that Mr. Chardonnet previously executed on November 23, 2021. The Severance Agreement also includes a general release of claims and certain restrictive covenants.

The foregoing descriptions of the Consulting Agreement, Executive Employment Agreement, and Separation Agreement are summaries only and are qualified in their entirety by reference to Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, in the case of the Consulting Agreement and Separation Agreement, respectively, and to the full text of the Executive Employment Agreement, which is filed as Exhibit 10.9 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and filed with the Securities and Exchange Commission on March 17, 2022.

### *Appointment of Interim Chief Financial Officer*

Effective as of the Effective Date, the Board of Directors of the Company appointed Bryant D. Lim, the Company’s Chief Legal Officer and Corporate Secretary, as its interim Chief Financial Officer. Accordingly, Mr. Lim will serve as the Company’s principal financial officer and principal accounting officer for the Company, pending an ongoing search for a permanent Chief Financial Officer.

Mr. Lim, age 53, has served as the Company’s Chief Legal Officer and Corporate Secretary since February 2023 and will continue in those roles in addition to his new role. Prior to joining the Company, Mr. Lim served as Senior Vice President, General Counsel and Chief Business Officer at Aceragen Inc., a biotechnology company previously known as Idera Pharmaceuticals, from September 2018 to February 2023, where he instituted and oversaw all legal, corporate governance and business development activities. Prior to that role, Mr. Lim served as the Vice President of Legal and Global Chief Compliance Officer at Incyte Corporation (“Incyte”) from May 2014 to September 2018. Prior to Incyte, Mr. Lim held roles of increasing responsibility at ViroPharma Incorporated, Merck & Co., Inc. and Morgan, Lewis & Bockius LLP. Mr. Lim began his legal career as a law clerk for a federal judge. Mr. Lim currently serves on the board of directors for Life Sciences of Pennsylvania, the statewide biotechnology industry association, a role he has held since May 2019. Mr. Lim received a J.D. from Villanova University School of Law and a B.A. from the University of Rochester.

There are no arrangements between Mr. Lim and any other person pursuant to which he was selected to become the interim Chief Financial Officer of the Company. Mr. Lim does not have any family relationship with any executive officer or director of the Company, or with any person selected to become an officer or director of the Company. Neither Mr. Lim nor any member of his immediate family has any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Lim, in his capacity as the Company’s Chief Legal Officer and Secretary, has executed an Employment Agreement, previously filed as Exhibit 10.7 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the Securities and Exchange Commission on February 15, 2024. The Company will file an amendment to this Current Report on Form 8-K if necessary to disclose any required information about Mr. Lim’s compensation arrangements in connection with his appointment to interim Chief Financial Officer.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Consulting Agreement, dated April 10, 2024, by and between Prelude Therapeutics Incorporated and Laurent Chardonnet.</u></a>
10.2	<a href="#"><u>Separation Agreement and General Release, dated April 10, 2024, by and between Prelude Therapeutics Incorporated and Laurent Chardonnet.</u></a>
104	Cover Page Interactive Data File - the cover page for this Current Report on Form 8-K is formatted in iXBRL

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**SIGNATURE**

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.

**PRELUDE THERAPEUTICS INCORPORATED**

Date: April 10, 2024

By: /s/ Krishna Vaddi  
Krishna Vaddi, Ph. D.  
Chief Executive Officer

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**PRELUDE THERAPEUTICS INCORPORATED  
CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (this “**Agreement**”) is entered into April 8<sup>th</sup>, 2024 (the “**Effective Date**”) between **Prelude Therapeutics Incorporated**, a Delaware corporation with its principal place of business at 175 Innovation Boulevard, Wilmington, Delaware 19805 USA (“**Company**”) and Laurent Chardonnet (“**Consultant**”). Company desires to retain Consultant to perform certain consulting activities as described below, and Consultant desires to serve as a consultant to Company and perform such activities under the terms of this Agreement.

NOW, THEREFORE, Consultant and Company agree as follows:

**1. SERVICES AND COMPENSATION.**

(a) Consultant agrees to act as a consultant to Company with respect to such matters and projects as are mutually agreed from time to time by and between Consultant and Company, and perform the services described on Exhibit A (collectively, “**Services**”).

(b) Company agrees to pay Consultant the compensation set forth on Exhibit A for the performance of the Services. All fees and other amounts set forth on Exhibit A, if any, are stated, and are payable, in U.S. dollars. Unless otherwise provided in Exhibit A, Consultant will invoice Company on a monthly basis, within 15 days of the end of the applicable calendar month, for all fees and expenses payable to Consultant with respect to such calendar month in a form prescribed by Company. Company will pay each such invoice within thirty (30) days following receipt thereof, except for any amounts that Company disputes in good faith. The parties will use their respective commercially reasonable efforts to promptly resolve any such payment disputes.

(c) To the extent that Consultant is required to perform Services at or using any Company facility or resources, Consultant will first obtain from Company, and comply with, Company’s workplace, computer and security policies and procedures.

**2. CONFIDENTIALITY.**

(a) “**Confidential Information**” means any proprietary information technical data, trade secrets or know-how, including, but not limited to, research and product plans, products, services, markets, developments, inventions, processes, formulas, technology, marketing, finances or other business information disclosed to Consultant by Company either directly or indirectly in writing, orally or otherwise. Confidential Information also includes all Inventions (as defined below) and any other information or materials generated in connection with the Services.

(b) Consultant shall not, during or subsequent to the term of this Agreement, use any Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Company, or disclose Confidential Information to any third party. Consultant agrees that Confidential Information shall remain the sole property of Company. Consultant further agrees to maintain the Confidential Information in strict confidence and to take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information. Notwithstanding the above, Consultant’s obligation under this Section 2(b) relating to Confidential Information shall not apply to information which (i) is rightfully known to Consultant at the time of disclosure to Consultant by Company as evidenced by written records of Consultant, (ii) has become publicly known and made generally available through no wrongful act of Consultant, or (iii) has been rightfully received by Consultant from a third party authorized to make such disclosure. Nothing in this Section 2 or otherwise in this Agreement shall limit or restrict in

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any way Consultant's immunity from liability for disclosing Company's trade secrets as specifically permitted by 18 U.S. Code Section 1833, the pertinent provisions of which are attached hereto as Exhibit B.

(c) Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose to Company any proprietary information or trade secrets of any former or current employer or other person or entity to which Consultant has a duty to keep in confidence such information and that Consultant will not bring onto the premises of Company any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by the same. Consultant will indemnify Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation by Company of such third party's rights resulting in whole or in part from Company's use of the work product of Consultant under this Agreement.

(d) Consultant recognizes that Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for Company consistent with Company's agreement with such third party.

(e) Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to Company all Confidential Information and Company's property relating thereto and all tangible embodiments thereof, in Consultant's possession or control.

### 3. OWNERSHIP.

(a) Consultant agrees to assign and does hereby irrevocably assign to Company all right, title and interest in and to any information (including, without limitation, business plans and/or business information), technology, know-how, materials, deliverables, works of authorship, documents, notes, records, designs, ideas, inventions, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are conceived, reduced to practice or made by Consultant alone or jointly with others in the course of performing the Services or through the use of Confidential Information (collectively, "**Inventions**"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") therein.

(b) Consultant agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of Company, any and all documents and to perform such acts as may be necessary, useful or convenient for the purposes of perfecting the foregoing assignments and obtaining, enforcing and defending Intellectual Property Rights in any and all countries with respect to Inventions. It is understood and agreed that Company or Company's designee shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain patent applications and patents worldwide with respect to Inventions.

(c) Upon the termination of this Agreement, or upon Company's earlier requests, Consultant will deliver to Company all property relating to, and all tangible embodiments of, Inventions in Consultant's possession or control.

(d) Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed hereunder any invention, improvement, development concept, discovery or other proprietary subject matter owned by Consultant or in which Consultant has an interest (“**Item**”), Consultant will inform Company in writing thereof, and Company is hereby granted and shall have a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, reproduce, display, use and sell such Item as part of or in connection with the exploitation of such Invention.

(e) Consultant agrees that if Company is unable because of Consultant’s unavailability, mental or physical incapacity, or for any other reason, to secure Consultant’s signature to apply for or to pursue any application or registration for any Intellectual Property Rights covering any Invention, then Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to act for and in Consultant’s behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of such Intellectual Property Rights thereon with the same legal force and effect as if executed by Consultant.

**4. REPORTS.** Consultant agrees, from time to time during the term of this Agreement, to keep Company advised as to Consultant’s progress in performing the Services and, as reasonably requested by Company, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of the Services by Consultant. All such reports prepared by Consultant shall be the sole property of Company.

**5. TERM AND TERMINATION.**

(a) This Agreement will commence on the Effective Date and will continue until October 4, 2024, during which time the Parties agree that there is a continuation of “Service” as defined in section 29.41 of the Company’s 2020 Equity Incentive Plan. All terms and conditions of the Company’s 2020 Equity Incentive Plan remain in full force and effect.

(b) The Company may terminate this Agreement at any time to the extent the Company, in its sole discretion, believes there is a breach of section 9 of this Agreement.

(c) Upon termination of this Agreement, all rights and duties of the parties hereunder shall cease except: (i) Consultant will promptly deliver to Company all Inventions, including all work in progress on any Inventions not previously delivered to Company, if any; (ii) Company shall be obliged to pay, within thirty (30) days after receipt of Consultant’s final statement, all amounts owing to Consultant for unpaid Services completed by Consultant and related expenses, if any, in accordance with Section 1; and (iii) Sections 2, 3, 5(c), 6, 7, 8 and 10 shall survive termination of this Agreement.

**6. RELATIONSHIP OF THE PARTIES.**

(a) Independent Contractor. Consultant is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between Company and Consultant. Consultant has no authority to bind Company by contract or otherwise. Consultant will perform Services under the general direction of Company, but Consultant will determine, in Consultant’s sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Consultant will at all times comply with applicable law.

(b) Taxes and Employee Benefits. Consultant acknowledges and agrees that Consultant is obligated to report as income, and pay all applicable taxes with respect to, all compensation received by Consultant pursuant to this Agreement. Other than the Separation and General Release Agreement between the parties, dated April 8, 2024, Consultant will not be entitled to any benefits paid or made available by

Company to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. Consultant will indemnify and hold Company harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Consultant pursuant to this Agreement. Consultant acknowledges that Company will not carry any liability insurance on behalf of Consultant.

(c) Transparency Reporting. Consultant agrees that Company or its designee may report to federal and/or state authorities such compensation, payments, and other transfers of value made to Consultant hereunder that Company, in its sole discretion, deems necessary in order to comply with transparency reporting requirements pursuant to 42 U.S.C. § 1320a-7h (commonly known as the “Physician Payment Sunshine Act”) and similar state laws, and their respective implementing regulations.

## **7. WARRANTIES**

(a) No Debarment. Consultant represents and warrants that Consultant has not been debarred under Section (a) or (b) of 21 U.S.C. Section 335a and does not appear on the United States Food and Drug debarment list. Consultant represents and warrants that Consultant has not committed any crime or conduct that could result in such debarment or Consultant’s exclusion from any governmental healthcare program. Consultant represents and warrants that, to Consultant’s knowledge, no investigations, claims or proceedings with respect to any such crimes or conduct are pending or threatened against Consultant. Consultant agrees and undertakes to promptly notify Company if Consultant becomes debarred or proceedings have been initiated against Consultant with respect to debarment, whether such debarment or initiation of proceedings occurs during or after the term of this Agreement.

(b) Performance Standard. Consultant represents and warrants that Consultant has the requisite training, background, experience, technical knowledge and skills to perform the Services and that Consultant will perform the Services in a thorough and professional manner, consistent with high professional and industry standards and in compliance with all applicable laws and regulations.

**8. ARBITRATION AND EQUITABLE RELIEF**. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Wilmington, Delaware before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The costs of the arbitration, including administrative and arbitrators’ fees, shall be shared equally by the parties, and each party shall bear its own costs and attorneys’ and witness’ fees incurred in connection with the arbitration. Judgment on the Award may be entered in any court having jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request and the arbitrator shall have no authority to award, punitive or exemplary damages against either party. This Section 8 shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**9. CONFLICTING OBLIGATIONS**. Consultant hereby represents, warrants and certifies that Consultant has no outstanding agreement, commitment or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof, and further certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement. Subject to written waivers that may be provided by Company upon request, which shall not be unreasonably withheld, Consultant agrees that, during the term of this Agreement, Consultant will not directly or indirectly (i) provide any services in the Field of Interest (as defined on Exhibit A) to



any other business or commercial entity, (ii) provide any services for any business or commercial entity that is competitive with Company and shall list on Exhibit C any other companies for whom Consultant is providing services (“**Outside Companies**”), or (iii) participate in the formation of any business or commercial entity in the Field of Interest or otherwise competitive with Company. The Services performed hereunder will not be conducted on time that is required to be devoted to any other third party. Consultant shall not use the funding, resources and facilities of any other third party, without the prior written consent of Company, to perform Services hereunder and shall not perform the Services hereunder in any manner that would give any third party rights or access to the product of such Services. Without limiting the foregoing, Consultant agrees to use his or her best efforts (A) to segregate Consultant’s Services performed under this Agreement from Consultant’s work done for the Outside Companies and any other third so as to minimize any questions of disclosure of, or rights under, any inventions, (B) to notify Company if at any time Consultant believes that such questions may result from his or her performance under this Agreement and (C) to assist Company in fairly resolving any questions in this regard which may arise.

**10. NOTICES.**

Any required notice shall be given in writing by customary means with receipt confirmed at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other. Notices delivered by USPS or courier services shall be deemed as received as of the date of delivery as evidenced by return receipt or other proof of delivery. Notices sent via email are not permitted.

Company: Prelude Therapeutics Incorporated  
175 Innovation Boulevard  
Wilmington, Delaware 19805 USA  
Attn: Contracts Department  
contracts@preludetx.com

Consultant: Laurent Chardonnet  
737 Kennett Pike  
Chadds Ford, PA 19317

**11. GENERAL.** This Agreement, including the Exhibits hereto, is the sole agreement and understanding between Company and Consultant concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to such matter. Any required notice shall be given in writing by customary means with receipt confirmed at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other. Consultant shall not subcontract any portion of Consultant’s duties under this Agreement without the prior written consent of Company. Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Consultant without the prior written consent of Company. Company may assign this Agreement to any entity that succeeds to substantially all of the business or assets of Company. This Agreement shall be governed by the laws of the State of Delaware, without reference to its conflicts of law principles. This Agreement may only be amended or modified by a writing signed by both parties. Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either Company or Consultant. This

Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

[ - *signature page follows* - ]

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

**PRELUDE THERAPEUTICS INCORPORATED** Laurent Chardonnet

By:     /s/Michele Porreca          By:     /s/Laurent Chardonnet    

Name:     Michele Porreca          Name:     Laurent Chardonnet    

Title:     Chief People Officer          Title:                                     

Date:     4/10/24          Date:     4/10/24

## **EXHIBIT A**

### **SERVICES AND COMPENSATION**

1. **Services.** Consultant will render to Company the following Services:

- Provide consulting services to Company regarding matters relating to the finance function at Prelude, as needed (the “**Field of Interest**”);
- Collaborate and provide advice and assistance to Company as is mutually agreed by the parties.

2. **Compensation.**

- Company will pay Consultant \$500 per hour. Total of all invoices shall not exceed \$50,000 without prior written approval.
- Consultant shall maintain documentation of the hours spent in performing the Services, and a description of the activities performed during each interval. Such documentation shall be required to be submitted to Company for payment.
- Company will reimburse Consultant for all reasonable properly vouched travel and out-of-pocket expenses incurred by Consultant in performing Services pursuant to this Agreement that are pre-approved by Company.
- Consultant will submit to Company all statements for expenses incurred and Services performed on a monthly basis in a form prescribed by Company.
- The compensation provided for hereunder has been determined by the parties through good faith and arms-length bargaining to be the fair market value of the Services described in this Exhibit A. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, overtly or covertly, to induce the referral of patients, the purchase, prescribing, or order of any item or service, or the recommending or arranging for the purchase, prescribing, or order of any item or service.

**EXHIBIT B**

**DEFEND TRADE SECRETS ACT, 18 U.S. CODE § 1833 NOTICE:**

18 U.S. Code Section 1833 provides as follows:

**Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing.** 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.

**Use of Trade Secret Information in Anti-Retaliation Lawsuit.** 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.

**EXHIBIT C**

**OUTSIDE COMPANIES**

**[List; if none, so indicate]**

## SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is between Prelude Therapeutics Incorporated (“Company”) and Laurent Chardonnet (“Employee”).

**WHEREAS**, the Company and Employee agreed that Employee will not serve as an employee as of April 8, 2024 (“Termination Date”);

**WHEREAS**, the Company is willing to pay Employee certain severance in exchange for a release of claims and other commitments.

**NOW THEREFORE**, intending to be legally bound and for good and valuable consideration, Company and Employee agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein.

2. **Termination of Employment**.

(a) The Company timely paid or will timely pay Employee, payable in a lump sum on the next regularly scheduled payroll date following the Termination Date, for (i) Employee’s work through the Termination Date, (ii) Employee’s accrued but unused vacation pay for calendar year 2024, and (iii) Employee’s properly reported and reimbursable business expenses, less all required tax withholdings and other deductions.

(b) Employee’s eligibility to participate in the Company’s group insurance and other welfare benefit plans and programs ceased as of the Termination Date, except that Employee’s group insurance medical benefits will cease on April 30, 2024, unless otherwise extended under COBRA.

(c) The foregoing payments and benefits will be provided to Employee regardless of whether Employee signs or revokes this Agreement.

3. **Severance Benefits**.

(a) The Company will pay Employee a total gross severance payment of THREE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$333,750), less all required tax withholdings and other deductions (“Severance Benefits”). The Company will pay the Severance Benefits in nine (9) equal monthly installments commencing on the on the first regular payroll date after the date this Agreement becomes final, binding and irrevocable (as defined in Section 5(b) below), but in no event later than the sixtieth (60th) day following Employee’s Termination Date. The first Severance payment shall include payment of all amounts of such severance that otherwise would have been due prior to such date (without interest), applied as though such payments commenced on the next normal pay date immediately following Employee’s Termination Date.

(b) If Employee timely elects to continue Employee’s group health benefits under COBRA, the Company will continue to pay an amount equal to its applicable share of the

cost to continue Employee's current level of coverage under the Company's medical, dental and vision insurance benefit plans for nine (9) months; provided, however, that Employee shall be required to pay all premiums and other costs for such coverage as is generally applicable to the Company's active employees.

The Company will cease paying Employee's group health benefits under COBRA on the earliest to occur of: (a) nine (9) months following Employee's termination date; (b) the date Employee becomes eligible for group health insurance coverage through a new employer; or (c) the date Employee ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Employee becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, Employee must immediately notify the Company of such event.

Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Company instead shall pay to Employee, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. Employee may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(c) Company shall provide the benefits described in Sections 3(a) and (b) so long as Employee remains in compliance with the Sections of this Agreement, and the Employee Invention Assignment, Confidentiality, and Restrictive Covenant Agreement that Employee executed on November 23, 2021 (the "Restrictive Covenant Agreement") (attached hereto as Exhibit A), and the Executive Employee Agreement that Employee executed on November 7, 2021 (the "Employee Executive Agreement") (attached hereto as Exhibit B), the terms of which are incorporated by reference.

(d) Employee acknowledges he is not entitled to any Annual Bonus, prorated or in full, as described in Section 2.2 of the Executive Employment Agreement, and the common stock Employee was entitled to in Section 2.3 of the Executive Employment Agreement will cease to vest as of the Termination Date. Employee will no longer be entitled to Company's common stock as described in Section 2.3 of the Executive Employment Agreement as of the Termination Date.

#### 4. **Release of Claims.**

(a) Subject to Sections 4(b) and (c), Employee, on behalf of Employee and Employee's heirs and personal representatives, hereby releases and forever discharges the Company, its direct and indirect subsidiaries, divisions, parents, affiliates, companies under common control of any of the foregoing, predecessors, successors, and assigns, and its and their past, present and future shareholders, partners, principals, managers, members, directors, officers, employees, agents, attorneys, insurers, employee benefit plans, trustees and all others acting in concert with them (collectively, the "Released Parties"), from any and all claims, actions, suits, proceedings, complaints, causes of action, grievances, debts, costs and expenses (including attorney's fees), at law or in equity, known or unknown, that Employee has or may



have through the date Employee signs this Agreement, arising out of, based on, or relating in any way to any acts or omissions that occurred, in whole or in part, prior to the time that Employee signs this Agreement, including, but not limited to, claims for breach of any express or implied contract, wrongful termination, retaliation, defamation of character, personal injury, intentional or negligent infliction of emotional distress, discrimination or harassment based on race, religion, sex, age, color, handicap and/or disability, national origin or any other protected class and any other claim based on or related to Employee's employment with the Company or Employee's departure therefrom, including, but not limited to, claims for violation of the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family and Medical Leave Act, the False Claims Act, the Families First Coronavirus Response Act, the Delaware Discrimination in Employment Act, the Delaware Persons With Disabilities Employment Protection Act, the Delaware Whistleblowers' Protection Act, the Delaware Wage Payment and Collection Act, the Delaware Fair Employment Practices Act, the Delaware Volunteer Emergency Responders Job Protection Act, Delaware's social media law, (all as amended), or any other claims arising out of any legal restrictions on the employer's right to terminate employees; and any other federal, state or local statute or regulation, all as amended.

(b) Notwithstanding anything in this Agreement to the contrary, the release set forth in Section 4(a) does not and is not intended to release any claims that cannot be released by law, such as claims for vested pension benefits or claims for workers' compensation benefits, or release any rights to a defense or indemnification from the Company or its insurers for actions Employee took or failed to take during the course of Employee's employment with the Company.

(c) Notwithstanding anything in this Agreement to the contrary, the release set forth in Section 4(a) does not and is not intended to prevent, restrict or otherwise interfere with Employee's right to (i) file a charge or complaint with any appropriate federal, state or local agency or court, such as the Equal Opportunity Employment Commission or the National Labor Relations or the National Labor Relations Board, (ii) testify, assist, participate in, or cooperate with the investigation of any charge or complaint pending before or being investigated by such agency or court, (iii) enforce this Agreement, (iv) seek a judicial determination of the validity of the release of Employee's rights under the Age Discrimination in Employment Act, (v) report violations of any law administered by the Securities and Exchange Commission ("SEC") or Occupational Safety and Health Administration ("OSHA"), receive any financial awards from the SEC or OSHA for reporting possible violations of federal law or regulation, or make other disclosures protected under the whistleblower provisions of state or federal law or regulation, or (vi) report or disclose facts related to any unlawful activity in the workplace, including but not limited to sexual assault and harassment.

(d) If an administrative agency or court assumes jurisdiction over any charge or complaint involving claims that are released by Section 4(a) of this Agreement, Employee hereby agrees to not, directly or indirectly, accept, recover or receive any resulting monetary damages or other equitable relief that otherwise would be due, and Employee hereby expressly waives any rights to any such recovery or relief, except as permitted by Section 4(c)(v).

5. **Time Limits, Revocation and Effective Date.**

(a) Employee acknowledges and agrees that Employee received this Agreement on the Termination Date. Employee has up to twenty-one (21) days from the date Employee received this Agreement to consider its terms. Any changes to this Agreement during that period, whether material or not, will not extend the 21-day period. If Employee signs this Agreement, Employee may still revoke Employee's acceptance of the Agreement for up to seven (7) days after Employee signs it, by notifying the Company in writing before the expiration of that seven-day period. The written notice should be delivered in person or, if sent by mail, postmarked no later than the 7th day and mailed to:

**Michele Porreca, Chief People Officer, Prelude Therapeutics, Incorporated, 175 Innovation Boulevard, Wilmington, DE 19805**

(b) If not revoked, this Agreement will become effective on the 8th day after Employee signs it. If Employee does not sign this Agreement within the 21-day period, or if Employee timely revokes this Agreement during the seven-day revocation period, this Agreement will not become effective and Employee will not be entitled to the Severance Benefits provided for in Section 3.

6. **Consult With an Attorney.** The Company hereby advises Employee to consult with an attorney of Employee's choice (at Employee's expense) before Employee signs this Agreement. The Company will rely on Employee's signature on this Agreement as Employee's representation that Employee read this Agreement carefully before signing it, and that Employee has a full and complete understanding of its terms.

7. **Representations.** By signing below, Employee represents and agrees that the following are true and correct:

(a) Except for the wages and benefits to be paid to Employee regardless of whether Employee signs this Agreement, as described in Section 2, the Severance Benefits to be paid under this Agreement, and any vested pension benefits Employee may be entitled to receive, the Company does not owe Employee any other wages, compensation, or benefits of any kind or nature;

(b) The Company has provided Employee with all leave to which Employee was entitled and, to the best of Employee's knowledge, Employee is not suffering from any work-related injuries;

(c) Employee has not received, is not receiving, and has not applied for Medicare;

(d) Employee has notified the Company of any charge or complaint Employee filed with any agency or court that is still pending before such court or agency;

(e) The Severance Benefits described in Section 3 are things that Employee is not entitled to receive in the absence of this Agreement;

(f) Employee has returned to the Company all property and information that belongs to the Company, including, but not limited to the following (where applicable): automobile; computers (desktop and laptop); phone; tablet; iPad; devices (including USB, external hard drives, etc.); handheld devices; keys, access cards, passwords, and/or ID cards; all electronically stored and paper copies of all financial data, customer information, business plans and reports, and Company files; and all records, customer lists, written information, forms, plans, and other documents, including electronically stored information. Employee shall search Employee's electronic devices, device back-ups, residence, and automobile and agrees that by signing below, Employee has disclosed all Company property in Employee's possession or control and returned such property as directed by Company;

(g) Employee has not asserted a claim for sexual harassment or sexual abuse against any of the Released Parties, Employee is not aware of any facts supporting such a claim, and Employee and the Company expressly acknowledge and agree that the Separation Benefits described in Section 3 are not being paid in settlement of any claim for sexual harassment or sexual abuse or attorneys' fees related to such a claim;

(h) Employee is not aware of any violations of the law or Company agreements or policies, and is not aware of wrongdoing by the Company or its officers, including any alleged corporate fraud, that should be reported to authorities; and

(i) Employee acknowledges that he had authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, and such authority was not of a merely routine or clerical nature, but required the use of independent judgment.

8. **No Re-employment.** Employee acknowledges and agrees that he shall not knowingly re-apply for employment with the Released Parties, nor will Employee knowingly accept any employment or otherwise work for the Released Parties. Further, Employee agrees that his forbearance to seek future employment with the Released Parties is purely contractual and is in no way involuntary, discriminatory, retaliatory, or in violation of any contract or policy of the Released Parties. If Employee applies for employment with the Released Parties, the Released Parties are not under any obligation to process or otherwise act upon such application.

9. **Confidentiality.** Employee will keep this Agreement and its terms (other than the fact that Employee was terminated on the Termination Date) confidential and will not disclose such information to anyone other than Employee's immediate family and professional advisors, each of whom must, as a condition to the disclosure, agree to keep the information confidential. Employee will be responsible for any breach of this Section by Employee's immediate family members and professional advisors. Notwithstanding the foregoing, this Agreement does not prohibit Employee from (a) providing truthful testimony in response to compulsory legal process, (b) participating or assisting in any investigation or inquiry by a governmental agency acting within the scope of its statutory or regulatory jurisdiction, (c) reporting or disclosing facts related to unlawful activity in the workplace, including but not limited to allegations of sexual assault and/or harassment, or (d) otherwise making truthful

statements in connection with any claim permitted to be brought by Employee under Sections 4(b) or (c).

#### **10. Confidential Information.**

(a) Employee will not disclose to any third parties any of the trade secrets and other confidential proprietary information of the Company, including, but not limited to, information regarding the Company's operations, products, services, suppliers, customers, research, development, new products, marketing, marketing plans, business plans, budgets, finances, licenses, prices, and costs ("Confidential Information") without the express written consent of the Company, which consent may be withheld by the Company in its sole and absolute discretion. Notwithstanding the foregoing, this Agreement does not prohibit Employee from disclosing Confidential Information (i) as part of truthful testimony in response to compulsory legal process, (ii) while participating or assisting in any investigation or inquiry by a governmental agency acting within the scope of its statutory or regulatory jurisdiction, (iii) to a government official or to an attorney for the purpose of reporting or investigating a suspected violation of law, in conformity with the Defend Trade Secrets Act, (iv) in a complaint or other document filed in a lawsuit or other legal proceeding, so long as such filing is made under seal and in conformity with the Defend Trade Secrets Act, or (v) as part of truthful testimony in connection with any activity permitted by Employee under Sections 4(b) or (c).

(b) Employee's obligations under this Section include, but are not limited to, any and all Confidential Information the Company provided to Employee, Employee developed on behalf of the Company, or to which Employee had access, as well as information third parties provided to the Company that the Company is obligated to keep confidential.

11. **Breach.** Except as prohibited by law, Employee acknowledges that, should he breach any provision contained herein, or breach any provision of the Restrictive Covenant Agreement or the Executive Employment Agreement, Employee shall pay the sum of TWO HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$222,500), or two-thirds of the Severance Payment, to Company as liquidated damages, and shall be liable to Company or to such other Company Releasees as the case may be, for all costs and expenses incurred in defending against such claim, including reasonable attorneys' fees.

Employee shall remit the above-referenced sum within five days after written demand is issued by the Company. Employee acknowledges that after remittance of the above-referenced sum, the remaining Severance Benefits constitute good and valuable consideration for the commitments in this Agreement.

#### **12. Applicable Law; Jurisdiction and Venue.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law.

(b) Employee consents to the exclusive jurisdiction of any state or federal court of competent jurisdiction located within New Castle County in the State of Delaware, and

Employee irrevocably agrees that all actions or proceedings relating to this Agreement may be litigated in such courts. Employee irrevocably waives Employee's right to object to or challenge the above selected forum on the basis of inconvenience or unfairness under 28 U.S.C. § 1404, or similar state or federal statutes.

**13. Continuing Obligations.** Employee shall remain bound by, and agrees to comply with, any other obligations that survive an employment termination as set forth in any other agreement or employee policy to which he became subject during and in connection with his employment with the Company, including, but not limited to, the Executive Employee Agreement and the Restrictive Covenant Agreement. Executive acknowledges that the payment of the Severance Benefits contemplated in Section 3 of this Agreement is conditioned on his continued compliance with these agreements and policies.

**14. Entire Agreement; Other Agreements.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representation, promise, or agreement, oral or written, relating hereto that is not contained herein shall be of any force or effect. Moreover, if Employee entered in any other enforceable agreements with the Company that contain provisions that are not in direct conflict with the provisions of this Agreement, those other agreements shall remain in effect and the terms of this Agreement shall be in addition to such other such agreements.

**15. No Disparagement.** Employee will not make any defamatory or intentionally disparaging statements to any third parties regarding the Company, its services, or any of its employees, officers, or owners. A disparaging statement is one that is sufficiently disloyal, reckless or maliciously untrue so as to lose protection under the National Labor Relations Act. Notwithstanding the foregoing, this Agreement does not prohibit Employee from (a) providing truthful testimony in response to compulsory legal process, (b) participating or assisting in any investigation or inquiry by a governmental agency acting within the scope of its statutory or regulatory jurisdiction, or (c) making truthful statements in connection with any activity permitted to be brought by Employee under Sections 4(b) or (c).

**16. No Admissions.** Neither the execution of this Agreement nor the performance of its terms and conditions shall be construed or considered by any party or by any other person as an admission of liability or wrongdoing by either party.

**17. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement and will become effective when all executed counterparts have been delivered to the respective parties. Delivery of executed pages by facsimile transmission or e-mail will constitute effective and binding execution and delivery of this Agreement.

**18. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Company and its respective successors and assigns, and any such successors and assigns shall be considered third-party beneficiaries of this Agreement. Employee has no right to assign this Agreement.

19. **Acknowledgements.** Employee hereby acknowledges that Employee (a) has read this Agreement and understands all of its provisions; and (b) voluntarily enters into this Agreement, which is contractual in nature and contains a general release of claims.

20. **Severability.** If any term, provision or Section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall be limited to the narrowest possible scope in order to preserve the enforceability of the remaining portions of the term, provision or Section, and such determination shall not affect the remaining terms, provisions or Sections of this Agreement, which shall continue to be given full force and effect.

21. **409A.** The provisions of this Agreement will be administered, interpreted and construed in a manner intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, the regulations issued thereunder, or any exception thereto (or disregarded to the extent such provision cannot be so administered, interpreted, or construed). Each payment under this Agreement shall be considered a separate and distinct payment. Employee shall have no right to designate the date of any payment under this Agreement. Nothing contained in this Agreement shall constitute any representation or warranty by the Company regarding compliance with Section 409A. The Company has no obligation to take any action to prevent the assessment of any tax under Section 409A on any person and neither the Company, nor its subsidiaries or affiliates, nor any of their employees, officers, directors or other representatives shall have any liability to Employee with respect thereto.

22. **Further Assurances.** Employee and the Company each agree to execute and deliver, after the date hereof, without additional consideration, any additional documents, and to take any further actions, as may be necessary to fulfill the intent of this Agreement and the transactions contemplated hereby.

23. **Cooperation.**

(a) Employee will (i) cooperate with the Company in all reasonable respects concerning any transitional matters which require Employee's assistance, cooperation or knowledge, including communicating with persons inside or outside the Company as directed by the Company, and (ii) in the event that the Company (or any of its affiliates or other related entities) becomes involved in any legal action relating to events which occurred during Employee's employment with the Company, cooperate to the fullest extent possible in the preparation, prosecution or defense of their case, including, but not limited to, the execution of affidavits or documents, testifying or providing information requested by the Company.

(b) To the extent that Employee incurs (i) travel-related expenses, (ii) out-of-pocket expenses, and/or (iii) loss of wages as a result of Employee's cooperation with the Company as contemplated by this Section 23 ("Cooperation Expenses"), the Company will promptly reimburse Employee (or will cause Employee to be promptly reimbursed) for such Cooperation Expenses, provided they are reasonable and were approved by the Company in advance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**PRELUDE THERAPEUTICS INCORPORATED**

By /s/ Michele Porreca

Name Michele Porreca

Title Chief People Officer

Date 4/10/24

/s/ Laurent Chardonnet

Laurent Chardonnet

4/10/24

Date

