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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of report (Date of earliest event reported): February 3, 2016**

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**SERES THERAPEUTICS, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-37465**  
(Commission  
File Number)

**27-4326290**  
(I.R.S. Employer  
Identification No.)

**215 First Street**  
**Cambridge, MA 02142**  
(Address of principal executive offices) (Zip Code)

**(617) 945-9626**  
(Registrant's telephone number, include area code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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

On February 3, 2016, Seres Therapeutics, Inc. (the “Company”) entered into an agreement with Roger J. Pomerantz, M.D., President and Chief Executive Officer, to amend the terms of his employment agreement with the Company (the “Amendment”). Under the terms of the Amendment, in the event of a termination of Dr. Pomerantz’s employment by the Company without “cause” or his resignation of employment for “good reason,” in either case, within the 12 months following or 60 days preceding a “change in control” (as such terms are defined in Dr. Pomerantz’s employment agreement), in addition to the accelerated equity vesting to which Dr. Pomerantz was already entitled under his employment agreement, he will also be entitled to receive continued payment of his base salary and direct payment of or reimbursement for continued medical, dental or vision coverage pursuant to COBRA for 18 months. All other terms of Dr. Pomerantz’s employment agreement remain unchanged.

The foregoing summary of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	First Amendment to Employment Agreement, dated February 3, 2016, by and between Seres Therapeutics, Inc. and Roger J. Pomerantz

**SIGNATURES**

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

SERES THERAPEUTICS, INC.

Date: February 4, 2016

By: /s/ Eric D. Shaff

Name: Eric D. Shaff

Title: Executive Vice President and Chief Financial Officer

**EXHIBIT INDEX**

**Exhibit  
No.**

**Exhibit Description**

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10.1 First Amendment to Employment Agreement, dated February 3, 2016, by and between Seres Therapeutics, Inc. and Roger J. Pomerantz

**FIRST AMENDMENT  
TO  
EMPLOYMENT AGREEMENT**

This First Amendment (the "First Amendment") to that certain Employment Agreement between Seres Therapeutics, Inc., a Delaware corporation (together with any successor thereto, the "Company"), and Roger J. Pomerantz, M.D. (the "Executive") dated as of June 12, 2015 (the "Employment Agreement") is made as of February 3, 2016 (the "Amendment Date"), by and among the Company and the Executive.

WHEREAS, the Company and the Executive desire to amend the terms of the Employment Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree to the following:

1. Amendment to the Employment Agreement. Effective as of the Amendment Date, the Employment Agreement is hereby amended as follows:

(a) Section 4(b) of the Employment Agreement is hereby amended by inserting the words "Subject to Section 4(c)" at the beginning of the first sentence of such section and recapitalizing such sentence accordingly.

(b) Section 4(c) of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Change in Control. Notwithstanding anything to the contrary in Section 4(b), in the event Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation for Good Reason, in either case, within 60 days prior to or 12 months following the date of a Change in Control, subject to Executive signing on or before the 21st day following Executive's Separation from Service, and not revoking, the Release, and Executive's continued compliance with Section 5, Executive shall be entitled to receive, (i) without duplication, the payments and benefits described in Section 4(b), provided that the Severance Period for purposes of Section 4(b)(i) and Section 4(b)(iii) shall be increased to 18 months following the date of Executive's Separation from Service and the amount payable under Section 4(b)(i) shall be 150% of the Annual Base Salary, payable in regular installments in accordance with the Company's normal payroll practices over the Severance Period (as increased hereby); and (ii) immediate vesting of all unvested equity or equity-based awards held by Executive under any Company equity compensation plans that vest solely based on the passage of time (for the avoidance of doubt, with any such awards that vest in whole or in part based on the attainment of performance-vesting conditions being governed by the terms of the applicable award agreement)."

2. References. The references to "this Agreement" in the Employment Agreement shall mean the Employment Agreement, as amended by this First Amendment.

3. No Other Amendment. Except as expressly set forth in this First Amendment, the Employment Agreement shall remain unchanged and shall continue in full force and effect according to its terms.

4. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

5. Governing Law. This First Amendment 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 laws provision or rule that would cause the application of the laws of any other jurisdiction).

6. Headings. The headings in this First Amendment are for reference purposes only and will not in any way affect the meaning or interpretation of this First Amendment.

7. Entire Agreement. This First Amendment constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes any prior representations, understandings or agreements.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Amendment Date.

**SERES THERAPEUTICS, INC.**

By: /s/ Eric D. Shaff

Name: Eric D. Shaff

Title: Executive Vice President and Chief Financial Officer

**EXECUTIVE**

/s/ Roger J. Pomerantz

Roger J. Pomerantz, M.D.

*[Signature Page to First Amendment to Employment Agreement]*