UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

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

For the quarterly period ended June 30, 2022

OR

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

For the transition period from _____ to _____

Commission File Number: 001-40908

MiNK Therapeutics, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**82-2142067**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
149 Fifth Avenue **Suite 500** **New York, NY**	**10010**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: 212-994-8250

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 $0.00001 per share	INKT	Nasdaq Capital Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 5, 2022, the registrant had 33,775,073 shares of common stock, $0.00001 par value per share, outstanding.

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

MINK THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	June 30, 2022	December 31, 2021
ASSETS		
Cash and cash equivalents	$ 29,846,915	$ 38,888,828
Prepaid expenses	104,400	1,761
Other current assets	378,125	744,321
Total current assets	30,329,440	39,634,910
Equipment, net of accumulated depreciation of $213,610 and $168,605 at June 30, 2022 and December 31, 2021, respectively	787,541	606,595
Total assets	$ 31,116,981	$ 40,241,505
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable	$ 4,790,598	$ 2,995,645
Accrued liabilities	2,844,792	1,763,688
Other current liabilities	2,196,962	5,760,609
Due to related parties	7,594,791	5,945,094
Total current liabilities	17,427,143	16,465,036
Commitments and contingencies		
STOCKHOLDERS' EQUITY		
Common stock, par value $0.00001 per share; 150,000,000 shares authorized; 33,669,694 and 33,476,523 shares issued at June 30, 2022 and December 31, 2021, respectively	337	335
Additional paid-in capital	109,230,018	107,349,265
Accumulated other comprehensive income (loss)	1,297,188	(625,269)
Accumulated deficit	(96,837,705)	(82,947,862)
Total stockholders' equity	13,689,838	23,776,469
Total liabilities and stockholders' equity	$ 31,116,981	$ 40,241,505

See accompanying notes to unaudited condensed consolidated financial statements.

MINK THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Operating expenses:				
Research and development	$ 5,876,092	$ 3,584,611	$ 11,153,427	$ 6,682,322
General and administrative	1,822,339	867,896	3,919,293	1,462,877
Change in fair value of convertible affiliated note	—	1,159,873	—	475,437
Operating loss	(7,698,431)	(5,612,380)	(15,072,720)	(8,620,636)
Other income (expense), net:				
Interest income (expense), net	26,377	(805,049)	25,529	(1,548,744)
Other income (expense), net	1,559,312	82,267	1,157,348	(11,976)
Net loss	$ (6,112,742)	$ (6,335,162)	$ (13,889,843)	$ (10,181,356)
Per common share data:				
Basic and diluted net loss per common share	$ (0.18)	$ (0.26)	$ (0.41)	$ (0.42)
Weighted average number of common shares outstanding	33,619,449	24,177,315	33,562,278	24,177,315
Other comprehensive income (loss):				
Foreign currency translation gain (loss)	$ 1,399,686	$ (165,714)	$ 1,922,457	$ 187,591
Comprehensive loss	$ (4,713,056)	$ (6,500,876)	$ (11,967,386)	$ (9,993,765)

See accompanying notes to unaudited condensed consolidated financial statements.

MINK THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)

	Common Stock			Treasury Stock				
	Number of Shares	Par Value	Additional Paid-In Capital	Number of Shares	Par Value	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
Balance at December 31, 2021	33,476,523	$ 335	$ 107,349,265	—	$ —	$ (625,269)	$ (82,947,862)	23,776,469
Net loss	—	—	—	—	—	—	(7,777,101)	(7,777,101)
Other comprehensive income	—	—	—	—	—	522,771	—	522,771
Option exercises	84,391	1	688	—	—	—	—	689
Grant and recognition of stock options	—	—	741,773	—	—	—	—	741,773
Recognition of parent stock options	—	—	43,733	—	—	—	—	43,733
Balance at March 31, 2022	33,560,914	$ 336	$ 108,135,459	—	$ —	$ (102,498)	$ (90,724,963)	$ 17,308,334
Net loss	—	—	—	—	—	—	(6,112,742)	(6,112,742)
Other comprehensive income	—	—	—	—	—	1,399,686	—	1,399,686
Grant and recognition of stock options	—	—	796,924	—	—	—	—	796,924
Recognition of parent stock options	—	—	3,886	—	—	—	—	3,886
Option exercises	48,118	—	301	—	—	—	—	301
Forfeiture of restricted stock	(20,872)	—	(75)	—	—	—	—	(75)
Issuance of shares for employee bonuses	125,199	1	293,523	(43,665)	(157,194)	—	—	136,330
Retirement of treasury shares	(43,665)	—	—	43,665	157,194	—	—	157,194
Balance at June 30, 2022	33,669,694	$ 337	$ 109,230,018	—	$ —	$ 1,297,188	$ (96,837,705)	$ 13,689,838

MINK THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)

	Common Stock			Treasury Stock		Accumulated		
	Number of Shares	Par Value	Additional Paid-In Capital	Number of Shares	Par Value	Other Comprehensive Income (Loss)	Accumulated Deficit	Total
Balance at December 31, 2020	24,177,315	$ 242	$ 383,711	—	$ —	$ (1,523,038)	$ (52,735,092)	$ (53,874,177)
Net loss	—	—	—	—	—	—	(3,846,194)	(3,846,194)
Other comprehensive income	—	—	—	—	—	353,305	—	353,305
Grant and recognition of stock options	—	—	263,081	—	—	—	—	263,081
Recognition of parent stock options	—	—	19,949	—	—	—	—	19,949
Balance at March 31, 2021	24,177,315	$ 242	$ 666,741	—	$ —	$ (1,169,733)	$ (56,581,286)	$ (57,084,036)
Net loss	—	—	—	—	—	—	(6,335,162)	(6,335,162)
Other comprehensive loss	—	—	—	—	—	(165,714)	—	(165,714)
Grant and recognition of stock options	—	—	356,097	—	—	—	—	356,097
Recognition of parent stock options	—	—	51,206	—	—	—	—	51,206
Balance at June 30, 2021	24,177,315	$ 242	$ 1,074,044	—	$ —	$ (1,335,447)	$ (62,916,448)	$ (63,177,609)

See accompanying notes to unaudited condensed consolidated financial statements.

MINK THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended June 30,	
	2022	**2021**
Cash flows from operating activities:		
Net loss	$ (13,889,843)	$ (10,181,356)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	55,386	33,841
Share-based compensation	1,586,316	690,333
Gain on partial forgiveness of liability	(2,790,809)	—
Interest accrued on convertible affiliated note	—	1,548,744
Change in fair value of convertible affiliated note	—	475,437
Changes in operating assets and liabilities:		
Prepaid expenses	(102,694)	320,678
Accounts payable	1,610,291	(890,774)
Accrued liabilities	1,558,953	582,443
Other operating assets and liabilities	3,150,815	(208,233)
Net cash used in operating activities	(8,821,585)	(7,628,887)
Cash flows from investing activities:		
Purchases of plant and equipment	(62,413)	(137,440)
Net cash used in investing activities	(62,413)	(137,440)
Cash flows from financing activities:		
Proceeds from option exercises	990	—
Purchase of treasury shares to satisfy tax withholdings	(157,194)	—
Proceeds from issuance of convertible affiliated note	—	6,676,772
Net cash provided by (used in) financing activities	(156,204)	6,676,772
Effect of exchange rate changes on cash	(1,711)	56,746
Net decrease in cash and cash equivalents	(9,041,913)	(1,032,809)
Cash and cash equivalents, beginning of period	38,888,828	2,691,156
Cash and cash equivalents, end of period	$ 29,846,915	$ 1,658,347
Supplemental cash flow information:		
Cash paid for interest	$ 1,550	$ —
Supplemental disclosures - non-cash activities:		
Purchases of plant and equipment in accounts payable and accrued liabilities	$ 200,553	$ —
Issuance of common stock, $0.00001 par value, for payment of employee bonuses	293,524	—

See accompanying notes to unaudited condensed consolidated financial statements.

(1) Business and Liquidity

MiNK Therapeutics, Inc. ("MiNK" or the "Company") is a clinical stage biopharmaceutical company pioneering the discovery, development and manufacturing of allogeneic, off-the-shelf, invariant natural killer T ("iNKT") cell therapies to treat cancer and other immune-mediated diseases. iNKT cells are a distinct T cell population that combine durable memory responses with the rapid cytolytic features of natural killer cells. iNKT cells offer distinct therapeutic advantages as a platform for allogeneic therapy in that the cells naturally home to tissues, aid clearance of tumors and infected cells and suppress graft-versus-host-disease. MiNK's proprietary platform is designed to facilitate scalable and reproducible manufacturing for off-the-shelf delivery. As such, the Company believes that its approach represents a highly versatile application for therapeutic development in cancer and immune diseases. MiNK is leveraging its platform and manufacturing capabilities to develop a wholly owned or exclusively licensed pipeline of both native and engineered iNKT cells.

Since inception, in 2017, until the completion of the Company's initial public offering ("IPO"), the Company financed its operations primarily through funding from Agenus Inc. ("Agenus"), its parent company. The Company has incurred losses since inception and, as of June 30, 2022, had an accumulated deficit of $96.8 million. MiNK expects to continue incurring operating losses and negative cash flows for the foreseeable future. Based on the Company's current plans and projections, MiNK believes its cash and cash equivalents balance as of June 30, 2022 of $29.8 million will be sufficient to satisfy its liquidity requirements for more than one year from when these financial statements were issued.

Management continually monitors the Company's liquidity position and adjusts spending as needed in order to preserve liquidity. The Company's future liquidity needs will be determined primarily by the success of its operations with respect to the progression of the Company's product candidates and key development and regulatory events in the future. Potential sources of additional funding for the Company include: (1) pursuing collaboration, out-licensing and/or partnering opportunities for the Company's portfolio programs and product candidates with one or more third parties, (2) securing debt financing and/or (3) selling equity securities.

MiNK's product candidates are in various stages of development and significant additional expenditures will be required if the Company starts new trials, encounters delays in its programs, applies for regulatory approvals, continues development of its technologies, expands its operations, and/or brings its product candidates to market. The eventual total cost of each clinical trial is dependent on a number of factors such as trial design, length of the trial, number of clinical sites, and number of patients. The process of obtaining and maintaining regulatory approvals for new therapeutic products is lengthy, expensive, and uncertain. Because all of the Company's programs are at an early stage of clinical development, the Company is unable to reliably estimate the cost of completing its research and development programs or the timing for bringing such programs to various markets or substantial partnering or out-licensing arrangements, and, therefore, when, if ever, material cash inflows are likely to commence.

(2) Significant Accounting Policies

The Company's significant accounting policies are disclosed in the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the Securities and Exchange Commission ("SEC") on March 18, 2022. Since the date of those financial statements, there have been no changes to the Company's significant accounting policies.

The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information and with the instructions to Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete annual consolidated financial statements. In the opinion of the Company's management, the condensed consolidated financial statements include all normal and recurring adjustments considered necessary for a fair presentation of the Company's financial position and operating results. All significant intercompany transactions and accounts have been eliminated in consolidation. Operating results for the six months ended June 30, 2022, are not necessarily indicative of the results that may be expected for the year ending December 31, 2022.

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amount of expenses during the reporting period. Management bases its estimates on historical experience and on various assumptions that it believes to be reasonable under the circumstances. Actual results could differ materially from those estimates.

For the Company's foreign subsidiaries, the local currency is the functional currency. Assets and liabilities of its foreign subsidiaries are translated into U.S. dollars using rates in effect at the balance sheet date while expenses are translated into U.S. dollars using average exchange rates during the period. The cumulative translation adjustment resulting from changes in exchange rates are included in the condensed consolidated balance sheets as a component of accumulated other comprehensive income (loss) in total stockholders' equity (deficit).

(3) Net Loss Per Share

Basic loss per common share is calculated by dividing the net loss by the weighted average number of common shares outstanding. Diluted loss per common share is calculated by dividing net loss by the weighted average number of common shares outstanding plus the dilutive effect of outstanding instruments such as stock options. Because the Company reported a net loss for all periods presented, diluted loss per common share is the same as basic loss per common share, as the effect of utilizing the fully diluted share count would have reduced the net loss per common share. Therefore, the following potentially dilutive securities have been excluded from the computation of diluted weighted average shares outstanding as of June 30, 2022 and 2021, as they would be anti-dilutive:

	Six Months Ended June 30,	
	2022	2021
Stock options	6,397,673	4,845,203
Non-vested shares	695,750	—

(4) Investments

Cash equivalents consisted of the following as of June 30, 2022 (in thousands):

	June 30, 2022	
	Cost	Estimated Fair Value
Institutional money market funds	$ 26,027	$ 26,027

(5) Accrued and Other Current Liabilities

Accrued liabilities consisted of the following as of June 30, 2022 and December 31, 2021 (in thousands):

	June 30, 2022	December 31, 2021
Payroll	$ 508	$ 575
Professional fees	657	531
Contract manufacturing costs	458	—
Research services	1,215	656
Other	7	2
Total	$ 2,845	$ 1,764

Other current liabilities of $2.2 million and $5.3 million as of June 30, 2022 and December 31, 2021, respectively, represent the advance received under the Company's research and development agreement with the Belgium Walloon Region Government ("Walloon Region"). The Company received notice that the Walloon Region had obtained a default judgment seeking repayment of approximately $2.2 million of the advance based upon the Company allegedly not providing required notification that research and operations in the region were discontinued. The Company reduced the recorded liability from the prior total of all amounts received under the advance from the Walloon Region, and recorded a gain of approximately $2.7 million in "other income (expense), net" on its condensed consolidated statement of operations for the period ended June 30, 2022. The Company continues to evaluate its options to resolve the dispute relating to the remaining outstanding liability.

(6) Share-based Compensation Plans

The Company primarily uses the Black-Scholes option pricing model to value options granted to employees and non-employees, as well as options granted to members of the Company's Board of Directors. All stock option grants have 10-year terms and generally vest ratably over a 3 or 4-year period.

A summary of option activity for the six-month period ended June 30, 2022 is presented below:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding at December 31, 2021	4,871,822	$ 1.38		
Granted	2,060,100	3.11		
Exercised	(132,509)	0.01		
Forfeited	(171,260)	2.71		
Expired	(230,481)	0.68		
Outstanding at June 30, 2022	6,397,673	$ 1.95	8.43	$ 3,264,203
Vested or expected to vest at June 30, 2022	6,397,673	$ 1.95	8.43	$ 3,264,203
Exercisable at June 30, 2022	2,603,119	$ 1.09	7.78	$ 2,282,204

The weighted average grant-date fair values of options granted during the six-month period ended June 30, 2022, was $2.15. During the six-month period ended June 30, 2022, all options were granted with exercise prices equal to the market value of the underlying shares of common stock on the grant date.

As of June 30, 2022, there was $5.8 million of unrecognized share-based compensation expense related to these stock options which, if all milestones are achieved, will be recognized over a weighted average period of 2.9 years.

A summary of non-vested stock activity for the six-month period ended June 30, 2022 is presented below:

	Nonvested Shares	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2021	723,580	$ 2.91
Granted	125,199	3.60
Vested	(125,199)	3.60
Forfeited	(27,830)	0.01
Outstanding at June 30, 2022	695,750	$ 3.03

As of June 30, 2022, there was $1.3 million of unrecognized share-based compensation expense related to these non-vested shares which will be recognized over a weighted average period of 1.2 years.

Stock based compensation expense also includes expense related to awards to employees of the Company from the Agenus 2019 Equity Incentive Plan. The impact on the Company's results of operations from share-based compensation for the three and six months ended June 30, 2022 and 2021, was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Research and development	$ 126,361	$ 54,123	$ 244,565	$ 85,278
General and administrative	674,449	353,180	1,341,751	605,055
Total share-based compensation expense	$ 800,810	$ 407,303	$ 1,586,316	$ 690,333

(7) Related Party Transactions

Until the completion of its IPO, the Company relied on Agenus for all of its working capital requirements. For the periods presented, certain of the Company's operations were fully integrated with Agenus, including, but not limited to, corporate functions such as finance, human resources, information technology and legal functions. The Company's consolidated financial statements reflect all costs of doing business related to these operations.

In September 2021, the Company entered into an Intellectual Property Assignment and License Agreement with Agenus (the "New Assignment and License Agreement"), upon which the prior intercompany agreement between Agenus and MiNK was

terminated. Pursuant to the New Assignment and License Agreement, Agenus assigned to the Company certain patent rights and know-how related to its iNKT cell platform, product candidates and other patents and know-how related to its business. In addition to the patent rights assigned to the Company by Agenus, the Company also received an exclusive, royalty-free, sublicensable license to research, develop, manufacture and commercialize certain licensed technology in the field. The New Assignment and License Agreement further provides for the Company to grant Agenus a field-limited, non-exclusive, royalty-free license under the assigned patent rights, subject to MiNK's discretion and provided such access would not reasonably result in a disruption of planned MiNK activities. Agenus has also agreed to provide the Company with Agenus' biological material upon written request in order for the Company to use such material in its development activities of a combination therapy. Agenus may withhold the transfer of biological material, including, but not limited to, checkpoint modulating antibodies, for various reasons, including if such transfer would reasonably result in a disruption of planned Agenus activities. For any materials Agenus does share with the Company, the parties have agreed to enter into a separate agreement governing the transfer and providing for joint ownership of the data. Agenus has agreed that during the full term of the New Assignment and License Agreement, and for three years thereafter, it will not develop, manufacture or commercialize an iNKT cell therapy, directly or indirectly by transferring such technology. The Company has the sole responsibility to develop, manufacture and commercialize products under this New Assignment and License Agreement. The Company may terminate the New Assignment and License Agreement without cause upon 90 days' prior written notice to Agenus. Either party may terminate if they believe there has been a material breach which has not been cured within 90 days (or 45 days for breach of payment obligations) of receiving such notice.

Effective April 1, 2022, the Company entered into an Amended and Restated Intercompany Services Agreement (the "New Intercompany Agreement") with Agenus, which amended and restated the Intercompany General & Administrative Agreement between the Company and Agenus dated September 10, 2021 (the "Prior Intercompany Agreement"). Under the New Intercompany Agreement, Agenus provides the Company with certain general and administrative support, including, without limitation, financial, facilities management, human resources and information technology administrative support (the "Agenus Services"), and the Company and Agenus provide each other with certain research and development services (the "R&D Services") and other support services, including legal and regulatory support (the "Shared Services"). The Company is required to pay 10% of Agenus' costs related to the Agenus Services, and the costs of R&D Services are based upon pass-through costs related to such services plus an allocation of the costs of the employees performing the services. No payment will be due from either party for the Shared Services, provided that the services provided by each party are proportional in scope and volume. The Company is also entitled to use Agenus' business offices and laboratory space and equipment in exchange for the Company contributing a proportionate payment for the use of such facilities and equipment, and the Company will be covered by certain Agenus insurance policies, subject to certain conditions, including the Company paying the cost of such coverage. Either party may terminate the New Intercompany Agreement upon 60 days' prior written notice and individual services upon 30 days' prior written notice.

Allocated Agenus services primarily include payroll related expenses, facility costs, insurance and stock-based compensation, and are included in the accompanying financial statements based on certain estimates and allocations described above. Under the Prior Intercompany Agreement, the allocation methods primarily included time devoted to activities and headcount-based allocations. Agenus business services and occupancy costs were allocated to the Company based on the Company's headcount as a percentage of Agenus' and the Company was required to pay 105% of Agenus' costs for these business services and occupancy costs. Research services were charged between the entities based on hours recorded by Agenus employees as time spent on specific projects, applied to hourly wage rates, and the Company paid 110% of Agenus' costs for these research services. As such, these allocations may not be indicative of the actual amounts that would have been recorded had the Company operated as an independent, publicly traded company for the periods presented.

Allocation of Agenus services, net of approximately $470,000 and $937,000 for the three months ended June 30, 2022 and 2021, respectively, and $1.3 million and $1.2 million for the six months ended June 30, 2022 and 2021, respectively, is included in "Operating expenses" in the Company's statement of operations and "Due to related parties" in the Company's condensed consolidated balance sheet.

Effective April 12, 2022, the Company entered into a Master Services Agreement with Atlant Clinical Ltd. ("Atlant"), a subsidiary of Agenus, to provide clinical trial support services to the Company, including an eTMF platform, medical monitoring and data manager services. The Company's Audit and Finance Committee approved the engagement under its related-party transactions policy for up to $250,000 in services. These services are expected to be completed over the remainder of 2022. As of June 30, 2022, the Company had entered into work orders with Atlant totaling approximately $155,000, plus out of pocket expenses which are to pass through to Company at cost. For the three and six months ended June 30, 2022, approximately $37,000 related to these services is included in "Research and development" expense in the Company's condensed consolidated statements of operations.

In February 2021, the Company entered into a fifth Convertible Promissory Note (the "Note") with Agenus with terms identical to the convertible promissory note, as amended, issued to Agenus on April 1, 2019, increasing the amount of borrowing capacity to up to $50.0 million and extending the maturity to July 1, 2022. In September 2021, the Company entered into an amendment to the

convertible promissory note with Agenus to provide, among other things, that the Note would automatically convert into the Company's common stock upon the completion of the IPO.

In accordance with the terms of the Note, interest was computed on the basis of a 360-day year at 8% and accrued but was not payable until converted or paid. The Note was automatically converted, at a rate equal to the quotient obtained by dividing (i) the amount due on the date of conversion by (ii) 80% of the per share price of the Company's common stock sold in the IPO, into 5,451,958 shares of the Company's common stock upon completion of the IPO in October 2021, and was not outstanding at June 30, 2022.

(8) Fair Value Measurement

The Company measured the Note at fair value. In connection with the IPO, the Note was automatically converted into 5,451,958 shares of the Company's common stock and was not outstanding as of June 30, 2022. The fair value of the Note at June 30, 2021 was $52.5 million, based on the Level 2 valuation hierarchy of the fair value measurements standard using a scenario based present value methodology that was derived by evaluating the nature and terms of each note and considering the prevailing economic and market conditions at the balance sheet date. The impact of the change in the fair value for the six months ended June 30, 2021 was $475,000.

(9) Contingencies

The Company may currently be, or may become, a party to legal proceedings. While the Company currently believes that the ultimate outcome of any of these proceedings will not have a material adverse effect on its financial position, results of operations, or liquidity, litigation is subject to inherent uncertainty and consumes both cash and management attention.

(10) Recent Accounting Pronouncements

No new accounting pronouncement issued or effective during the six months ended June 30, 2022 had or is expected to have a material impact on the Company's consolidated financial statements or disclosures.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Overview

MiNK Therapeutics, Inc. ("we," "us" and "our") is a clinical stage biopharmaceutical company pioneering the discovery, development and manufacturing of allogeneic, off-the-shelf invariant natural killer T ("iNKT") cell therapies to treat cancer and other immune-mediated diseases. iNKT cells are a distinct T cell population that combine durable memory responses with the rapid cytolytic features of natural killer ("NK") cells. iNKT cells offer distinct therapeutic advantages as a platform for allogeneic therapy in that the cells naturally home to tissues, aid clearance of tumors and infected cells and suppress Graft versus Host Disease ("GvHD"). Our proprietary platform is designed to facilitate scalable and reproducible manufacturing for off-the-shelf delivery. As such, we believe that our approach represents a highly versatile application for therapeutic development in cancer and immune diseases. We are leveraging our platform and manufacturing capabilities to develop a wholly owned or exclusively licensed pipeline of both native and engineered iNKT cells.

Our business activities include product research and development, manufacturing, regulatory and clinical development, corporate finance, and support of our collaborations. To be successful, our product candidates require clinical trials and approvals from regulatory agencies, as well as acceptance in the marketplace. We are a party to an Amended and Restated Intercompany Services Agreement and an Intellectual Property Assignment and License Agreement with Agenus. Under the Amended and Restated Intercompany Services Agreement, Agenus provides us with certain general and administrative support, including, without limitation, financial, facilities management, human resources and information technology administrative support, and we and Agenus provide each other with certain research and development services and other support services, including legal and regulatory support. We are also entitled to use Agenus' business offices and laboratory space and equipment in exchange for us contributing a proportionate payment for the use of such facilities and equipment, and we will be covered by certain Agenus insurance policies, subject to certain conditions, including us paying the cost of such coverage. Under the Intellectual Property Assignment and License Agreement, Agenus exclusively assigned patent rights and know-how related to our technology to us. We also have a field-limited exclusive license under certain Agenus patents and know-how; and we retain the rights to expand a proprietary pipeline of products and technologies.

We recently announced the internalization of manufacturing and completed the internal cGMP production of AgenT-797 with expansion capacity to treat >700,000 patients/year. Our most advanced product, AGENT-797, is an off-the-shelf, allogeneic, native iNKT cell therapy. We have commenced a Phase 1 clinical trial of AGENT-797 for the treatment of multiple myeloma, reported preliminary signals of activity, and expect to report data from this trial in the fourth quarter of 2022. In addition, we announced the initiation of our Phase 1 clinical trial for the study of solid tumor cancers with AGENT-797 as a monotherapy and in combination with approved checkpoint inhibitors, which we intend to advance as a priority. We currently expect to have preliminary readouts from this trial in 2022 in indications that may lead to an accelerated path to marketing approval. We also intend to initiate a Phase 1 study of AGENT-797 in GvHD in 2022. Finally, with the unique circumstances of the COVID-19 pandemic, we were able to commence first-in-human studies of AGENT-797 in acute respiratory distress ("ARDS") secondary to COVID-19 and reported encouraging survival benefit exceeding 75% presented at the Society of Immunotherapy for Cancer in 2021. We expect to present updated data of the clinical effect of AGENT-797 on viral ARDS, an indication where there are no approved therapies. We recently announced that agenT-797 for the treatment of infections and viral ARDS was identified as selectable for funding by DARPA; contract negotiations are underway.

In addition, we are advancing a pipeline of next-generation allogeneic, engineered iNKT programs. Our two most advanced engineered programs are (1) a CAR-iNKT program targeting B-cell maturation antigen ("BCMA"), which we refer to as BCMA-CAR-iNKT, and (2) a tumor stromal targeting CAR-iNKT program, which we refer to as stromal target-CAR-iNKT. These programs are novel and differentiated, and both are in preclinical development. We initiated our investigational new drug application filings for these candidates in 2022.

Our research and development ("R&D") expenses for the six months ended June 30, 2022 and 2021 were $11.2 million and $6.7 million, respectively. We have incurred losses since our inception. As of June 30, 2022, we had an accumulated deficit of $96.8 million.

We expect to continue to incur operating losses and negative cash flows for the foreseeable future. Based on our current plans and projections, we believe our quarter-end cash and cash equivalents balance will be sufficient to satisfy our liquidity requirements for more than one year from when these financial statements were issued. Management continues to monitor our liquidity position and will adjust spending as needed in order to preserve liquidity. Our future liquidity needs will be determined primarily by the success of our operations with respect to the progress of our product candidates and key development and regulatory events in the future. Potential sources of additional funding include: (1) pursuing collaboration, out-licensing and/or partnering opportunities for our portfolio programs and product candidates with one or more third parties, (2) securing debt financing and/or (3) selling equity securities.

Historical Results of Operations

Three Months Ended June 30, 2022 Compared to the Three Months Ended June 30, 2021

Research and development expense

R&D expense includes the costs associated with our internal research and development activities, including compensation and benefits, occupancy costs, manufacturing costs, costs of expert consultants, and administrative costs. R&D expense increased 64% to $5.9 million for the three months ended June 30, 2022 from $3.6 million for the three months ended June 30, 2021. This increase is primarily due to an increase in costs associated with the advancement of our clinical trials, increased preclinical activities and increased personnel costs associated with internalization of our manufacturing activities.

General and administrative expense

General and administrative ("G&A") expense consists primarily of personnel costs, facility expenses, and professional fees. G&A expense increased 110% to $1.8 million for the three months ended June 30, 2022 from $0.9 million for the three months ended June 30, 2021. This increase is primarily due to increased personnel costs, including stock-based compensation expense, and increased professional fees, primarily attributable to additional legal, audit and tax and insurance fees.

Other income (expense), net

Other income (expense), net includes our foreign currency transactional activity and other income or expense. Other income increased $1.5 million for the three months ended June 30, 2022, from income of $0.1 million for the three months ended June 30, 2021 to income of $1.6 million for the three months ended June 30, 2022, primarily due to the recognition of a $2.7 million gain on the partial forgiveness of the advance received under our research and development agreement with the Belgium Walloon Region Government (the "Walloon Region"), which was partially offset by foreign currency exchange losses, in the three months ended June 30, 2022, compared to foreign currency exchange gains in the three months ended June 30, 2021.

Change in fair value of convertible affiliated note

Change in fair value of convertible affiliated note reflects the result of our fair value measurement of our convertible affiliated note issued to Agenus (the "Note") at the balance sheet date. In October 2021, in connection with our initial public offering, the Note was automatically converted into 5,451,958 shares of our common stock and was not outstanding as of June 30, 2022.

Interest expense

Interest expense related to the Note was $0.8 million for the three months ended June 30, 2021. In October 2021, in connection with our initial public offering, the Note was automatically converted into 5,451,958 shares of our common stock and was not outstanding as of June 30, 2022.

Six Months Ended June 30, 2022 Compared to the Six Months Ended June 30, 2021

Research and development expense

R&D expense includes the costs associated with our internal research and development activities, including compensation and benefits, occupancy costs, manufacturing costs, costs of expert consultants, and administrative costs. R&D expense increased 67% to $11.2 million for the six months ended June 30, 2022 from $6.7 million for the six months ended June 30, 2021. This increase is primarily due to an increase in costs associated with the advancement of our clinical trials, increased preclinical activities and increased personnel costs associated with internalization of our manufacturing activities.

General and administrative expense

G&A expense consists primarily of personnel costs, facility expenses, and professional fees. G&A expense increased 168% to $3.9 million for the six months ended June 30, 2022 from $1.5 million for the six months ended June 30, 2021. This increase is primarily due to increased personnel costs, including stock-based compensation expense, and increased professional fees, primarily attributable to additional legal, strategy, audit and tax and insurance fees.

Change in fair value of convertible affiliated note

Change in fair value of convertible affiliated note reflects the result of our fair value measurement of the Note at the balance sheet date. In October 2021, in connection with our initial public offering, the Note was automatically converted into 5,451,958 shares of our common stock and was not outstanding as of June 30, 2022.

Other income (expense), net

Other income (expense), net includes our foreign currency transactional activity and other income or expense. Other income increased $1.2 million for the six months ended June 30, 2022, from expense of $12,000 for the six months ended June 30, 2021 to income of $1.2 million for the six months ended June 30, 2022, primarily due to the recognition of a $2.7 million gain on the partial forgiveness of the advance received under our research and development agreement with the Walloon Region, which was partially offset by foreign currency exchange losses, in the six months ended June 30, 2022, compared to de minimis foreign currency exchange losses in the six months ended June 30, 2021.

Interest expense

Interest expense related to the Note was $1.5 million for the six months ended June 30, 2021. In October 2021, in connection with our initial public offering, the Note was automatically converted into 5,451,958 shares of our common stock and was not outstanding as of June 30, 2022.

Research and Development Programs

R&D program costs include compensation and other direct costs plus an allocation of indirect costs, based on certain assumptions.

	For the six months ended June 30, 2022	For the years ended December 31, 2021	2020
Payroll and personnel costs	$ 2,197,218	$ 3,346,853	$ 3,007,044
Professional fees	6,038,633	6,761,139	5,025,282
Allocated services	907,235	1,377,456	758,549
Materials and other	2,010,341	2,480,920	718,180
Total	$ 11,153,427	$ 13,966,368	$ 9,509,055

Our product candidates are in various stages of development and significant additional expenditures will be required if we start new clinical trials, encounter delays in our programs, apply for regulatory approvals, continue development of our technologies, expand our operations and/or bring our product candidates to market. The total cost of any particular clinical trial is dependent on a number of factors such as trial design, length of the trial, number of clinical sites, number of patients and trial sponsorship. The process of obtaining and maintaining regulatory approvals for new products is lengthy, expensive and uncertain. Because of the current stage of our product candidates, among other factors, we are unable to reliably estimate the cost of completing our research and development programs or the timing for bringing such programs to various markets or substantial partnering or out-licensing arrangements, and, therefore, when, if ever, material cash inflows are likely to commence.

Liquidity and Capital Resources

We have incurred annual operating losses since inception in 2017, and we had an accumulated deficit of $96.8 million as of June 30, 2022. We expect to incur losses over the next several years as we continue development of our technologies and product candidates, manage our regulatory processes, initiate and continue clinical trials, and prepare for potential commercialization of products.

In October 2021, we completed an initial public offering of 3,333,334 shares of our common stock, at a public offering price of $12.00 per share. The gross proceeds from the offering, before deducting underwriting discounts, commissions and other offering expenses, were approximately $46.0 million, which includes the exercise of the underwriters option to acquire an additional 500,000 shares at the public offering price, which shares were delivered in November 2021. Underwriting discounts, commissions and other offering expenses, were approximately $6.2 million, resulting in net proceeds of approximately $39.8 million.

Prior to our initial public offering, we had been reliant on Agenus to finance our operations. From our inception through our initial public offering in October 2021, we received funding of $45.5 million from Agenus through the Note. The Note had a $45.5 million principal balance, plus accrued and unpaid interest of $6.8 million, as of October 14, 2021, the date we priced our initial public offering. In connection of the completion of our initial public offering, the Note was automatically converted into 5,451,958 shares of our common stock and was not outstanding as of June 30, 2022.

In December 2018, we entered into an agreement with the Walloon Region in which the Walloon Region agreed to provide a grant of up to €1.3 million and an advance of up to €8.3 million for the development of one of our research programs. As of June 30, 2022, we had received $881,000 of the grant portion and $5.2 million of the advance. During 2020, we discontinued research efforts related to this program, and in 2021 we provided additional information as requested by the Walloon Region to terminate the agreement. We recognized the grant portion received as income during the years ended December 31, 2019 and 2020. Based on notice received in the second quarter of 2022 stating that the Walloon Region was seeking repayment of approximately $2.2 million of the advance, we reduced the recorded liability and recorded a gain of approximately $2.7 million in our condensed consolidated statement of operations for the period ended June 30, 2022. We have included the remaining balance of $2.2 million in other current liabilities in our condensed consolidated balance sheet at June 30, 2022 while we evaluate the merits of the Walloon Region's claim to the amount. The Walloon Region obtained a default judgment for the $2.2 million. The Company is evaluating its options to reverse the judgment as it provided timely notice of its intentions to cease operations pursuant to the December 2018 agreement.

Our cash and cash equivalents balance as of June 30, 2022 was $29.8 million. Based on our current plans and projections we believe this cash balance will be sufficient to satisfy our liquidity requirements for more than one year from when these financial statements were issued.

Management continues to monitor our liquidity position and will adjust spending as needed in order to preserve liquidity. Our future liquidity needs will be determined primarily by the success of our operations with respect to the progression of our product candidates and key development and regulatory events in the future. Potential sources of additional funding include: (1) pursuing collaboration, out-licensing and/or partnering opportunities for our portfolio programs and product candidates with one or more third parties, (2) securing debt financing and/or (3) selling equity securities.

Net cash used in operating activities for the six months ended June 30, 2022 and 2021 was $8.8 million and $7.6 million, respectively. Our future ability to generate cash from operations will depend on achieving regulatory approval and market acceptance of our product candidates, and our ability to enter into collaborations.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements. You can identify these forward-looking statements by the fact they use words such as "could," "expect," "anticipate," "estimate," "target," "may," "project," "guidance," "intend," "plan," "believe," "will," "potential," "opportunity," "future" and other words and terms of similar meaning. Certain forward-looking statements in this Quarterly Report on Form 10-Q can be identified by the fact that they do not relate strictly to historical or current facts. In particular, these statements relate to, among other things, our business strategy, our research and development, our ability to commercialize our product candidates, our prospects for initiating partnerships or collaborations, uncertainty regarding our future operating results and our profitability, anticipated sources of funds as well as our plans, objectives, expectations, and intentions. Such forward-looking statements are based on current expectations and involve inherent risks and uncertainties, including factors that could delay, divert or change any of them, and could cause actual outcomes to differ materially from current expectations. Therefore, we caution investors not to place significant reliance on forward-looking statements contained in this document; such statements need to be evaluated in light of all the information contained in this document. Furthermore, the statements speak only as of the date of this document, and we undertake no obligation to update or revise these statements, except as required by law.

Some of the factors that could cause actual results to differ are identified below, as well as those discussed in the Item 1A. Risk Factors section in our Annual Report on Form 10-K for the year ended December 31, 2021. It is not possible to predict or identify all such factors. Consequently, you should not consider the following to be a complete discussion of all potential risks or uncertainties: we expect to incur losses for the foreseeable future; if we fail to raise capital, we would be forced to delay, reduce, or eliminate certain projects; raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our technologies; we may fail to develop AGENT-797 successfully or be unable to obtain regulatory approval for it; utilizing allogeneic iNKT cells represents a novel approach to immunotherapy; our product candidates will require significant additional testing before we can seek regulatory approval; we may experience delays or difficulties in the enrollment of patients in our clinical trials; serious adverse events, undesirable side effects or unexpected characteristics caused by our product candidates could delay or prevent regulatory approval or limit their commercial potential; data produced in our clinical trials is at an early stage and future data may not support continued development; if our clinical trials fail to demonstrate safety and efficacy, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of product candidates;

we face significant competition and there is a possibility that our competitors may achieve regulatory approval before us or develop adoptive cell therapies that are safer or more advanced or effective than ours; product candidates we develop may be complex and difficult to manufacture; the regulatory landscape that will govern any product candidates we may develop is complex and uncertain; failure to comply with laws and regulations could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings; Agenus owns a majority of our common stock and will be able to exert control over specific matters subject to stockholder approval; certain of our directors and officers may have actual or potential conflicts of interest; we rely on third parties, which may not perform satisfactorily; if we are not able to establish collaborations, we may have to alter our development and commercialization plans which may cause delays or increase costs; we may be unable to obtain and maintain satisfactory patent and other intellectual property protection for any product candidates we develop; our rights to develop and commercialize our cell-based immunotherapies and product candidates are subject, in part, to the terms and conditions of licenses granted to us by others, including Agenus; third parties may initiate legal proceedings alleging that we are infringing, misappropriating or otherwise violating their intellectual property rights; we may be unable to retain our key executives and to attract, retain and motivate qualified personnel; our internal computer systems, or those of our third-party vendors, collaborators or other contractors or consultants, may fail or suffer security breaches; the continuing outbreak of COVID-19 in the United States and other countries may adversely affect our business and that of our suppliers, contract research organizations or other third parties relevant to our business; and a market for our common stock may not be sustained.

JOBS Act

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies, including reduced disclosure about our executive compensation arrangements, exemption from the requirements to hold non-binding advisory votes on executive compensation and golden parachute payments and exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting.

We may take advantage of these exemptions until the last day of the fiscal year following the fifth anniversary of our initial public offering or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company earlier if we have more than $1.07 billion in annual revenue, we have more than $700.0 million in market value of our stock held by non-affiliates (and we have been a public company for at least 12 months and have filed one annual report on Form 10-K) or we issue more than $1.0 billion of non-convertible debt securities over a three-year period. For so long as we remain an emerging growth company, we are permitted, and intend, to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. We may choose to take advantage of some, but not all, of the available exemptions.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected not to "opt out" of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we will adopt the new or revised standard at the time private companies adopt the new or revised standard and will do so until such time that we either (i) irrevocably elect to "opt out" of such extended transition period or (ii) no longer qualify as an emerging growth company. Therefore, the reported results of operations contained in our consolidated financial statements may not be directly comparable to those of other public companies.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

This item is not required for smaller reporting companies.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on this evaluation, our Principal Executive Officer and our Principal Financial Officer concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures were effective and were designed to ensure that information we are required to disclose in the reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure, and is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. It should be noted that any system of controls is designed to provide reasonable, but not absolute, assurances that the system will achieve its stated goals under all reasonably foreseeable circumstances. Our Principal Executive Officer and Principal Financial Officer have each concluded that our disclosure controls and procedures as of the end of the period covered by this report are effective at a level that provides such reasonable assurances.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the three months ended June 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

We are not a party to any material legal proceedings.

Item 1A. Risk Factors.

Our results of operations and financial condition are subject to numerous risks and uncertainties described in our Annual Report on Form 10- K for the fiscal year ended December 31, 2021. There have been no material changes to the risk factors described in Part I, Item 1A "Risk Factors" of our 2021 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Use of Proceeds

On October 19, 2021, we closed the initial public offering of our common stock pursuant to which we issued and sold 3,333,334 shares of our common stock at a price to the public of $12.00 per share for aggregate gross proceeds of approximately $40.0 million, before deducting underwriting discounts and commissions and offering expenses payable by us. On November 3, 2021, we sold an additional 500,000 shares of our common stock pursuant to the underwriters' option to purchase additional shares in the initial public offering at the public offering price for an additional $6.0 million in gross proceeds.

All of the shares issued and sold in the initial public offering were registered under the Securities Act pursuant to a Registration Statement on Form S-1 (File No. 333-259503), which was declared effective by the SEC on October 14, 2021. Evercore Group L.L.C and William Blair & Company, L.L.C. acted as joint book-running managers and B. Riley Securities, Inc. and Robert W. Baird & Co. Incorporation acted as co-managers of our initial public offering.

We received net proceeds of approximately $39.8 million after deducting underwriting discounts and commissions and other offering expenses. None of the underwriting discounts and commissions or offering expenses were incurred or paid to directors or officers of ours or their associates or to persons owning 10 percent or more of our common stock or to any of our affiliates.

As of June 30, 2022, we had used approximately $10.0 of the net proceeds from our initial public offering for the development of AGENT-797 and working capital and other general corporate purposes. There has been no material change in our planned use of the net proceeds from the offering as described in our Registration Statement on Form S-1.

Item 6. Exhibits.

Exhibit Number	Description
10.1*	Amended and Restated Intercompany Services Agreement, by and between Agenus Inc. and MiNK Therapeutics, Inc., dated August 2, 2022, with effect April 1, 2022.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

SIGNATURES

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

MiNK Therapeutics, Inc.

Date: August 15, 2022 By: /s/ Jennifer S. Buell, Ph.D.

Jennifer S. Buell, Ph.D.
President and Chief Executive Officer (Principal Executive Officer)

Date: August 15, 2022 By: /s/ Christine M. Klaskin

Christine M. Klaskin
Treasurer (Principal Financial Officer and Principal Accounting Officer)

Exhibit 10.1

Amended and Restated Intercompany Services Agreement

This amended and restated intercompany services agreement (this "Agreement") is effective as of the 1st day of April, 2022 (the "Effective Date") by and among Agenus Inc., a Delaware corporation ("Agenus"), and MiNK Therapeutics, Inc., a Delaware corporation and a majority owned subsidiary of Agenus ("MiNK"). Agenus and MiNK may also be referred to below collectively as the "Parties" and each individually as a "Party."

WHEREAS, Agenus and MiNK entered into the Intercompany General & Administrative Services Agreement on September 10, 2021 (the "Existing Intercompany Agreement"); and

WHEREAS, Agenus and MiNK wish to amend and restate the Existing Intercompany Agreement to reflect changes in the manner in which the Parties provide services to one another and account for such services to better serve the interests of both Parties.

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

1. DEFINITIONS

1.1. "Affiliate" means any corporation, firm, partnership or other entity, which controls, is controlled by or is under common control with a Party. As used in this Agreement, "control" means direct or indirect ownership of fifty percent (50%) or more of the outstanding stock or other voting rights entitled to elect directors thereof or the ability to otherwise control the management of the corporation, firm, partnership or other entity.

1.2. "Agenus G&A Services" means the general and administrative services set forth in Exhibit A, which may be amended by the Review Committee from time to time.

1.3. "Agenus Indemnitees" has the meaning as set forth in Section 11.2.

1.4. "Agenus Insurance Policy" has the definition as set forth in Section 5.1.

1.5. An "Approved Third Party" has the definition as set forth in Section 2.2.

1.6. "Blended FTE Rate" means the averaged Cost for an FTE assigned for a project or other work-related responsibilities and includes employee salaries and employee-specific benefits.

1.7. "Claim" has the meaning as set forth in Section 11.1.

1.8. "Confidential Information" has the meaning as set forth in Section 9.1.

1.9. "Costs" means costs directly associated with the Services, but excluding indirect costs such as overhead, administrative expense, or profit.

1.10. "Disclosing Party" has the meaning as set forth in Section 9.1.

1.11. "Facilities" has the meaning set forth in Section 4.1.

1.12. "FTE" means the equivalent of a full-time individual's work, currently two thousand and eighty (2,080) hours per year for a twelve (12) month period.

1.13. "G&A Service" means and Agenus G&A Service or a Shared G&A Service.

1.14. "Indemnified Party" has the meaning as set forth in Section 11.3(a).

1.15. "Intellectual Property" refers to proprietary methods, discoveries, inventions (whether or not patentable), patents, trade secrets, copyrights, trademarks, service marks, trade dress, compositions, products, procedures, know-how, data, reports, programs, processes, protocols, written or electronic writings, illustrations, images, and any other form of proprietary rights.

1.16. "Intercompany IP Agreement" shall have the meaning set forth in Section 8.1.

1.17. "Joint IP" has the meaning set forth in Section 8.3(b).

1.18. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any governmental body.

1.19. "Losses" has the meaning as set forth in Section 11.1.

1.20. "MiNK Indemnitees" has the meaning as set forth in Section 11.1.

1.21. "Out of Scope Invention" has the meaning set forth in Section 8.3(d).

1.22. "Pass-Through Costs" means a cost to which no element of overhead, administrative expense, or profit is added.

1.23. "Performing Party" means the Party performing services on behalf of the other Party.

1.24. "Performing Party IP" has the meaning set forth in Section 8.3(c).

1.25. "Pre-Existing Intellectual Property" has the definition set forth in Section 8.2.

1.26. "Quality Agreement" shall mean the Quality Agreement by and between Agenus and MiNK, if any, which will be attached hereto as an Exhibit.

1.27. "R&D Services" means the research and development services set forth in Exhibit C, which may be amended by the Review Committee from time to time.

1.28. "Receiving Party" or "Recipient" has the definition as set forth in Section 9.1.

1.29. "Requesting Party" means the Party that is the recipient of Services under this Agreement.

1.30. "Requesting Party IP" has the definition set forth in Section 8.3(a).

1.31. "Representative" has the definition set forth in Section 3.1.

1.32. "Review Committee" has the definition set forth in Section 3.1.

1.33. "Schedules" means the written schedules agreed upon by the Parties, in the form set forth in Exhibit A (Agenus G&A Services), Exhibit B (Shared G&A Services), and Exhibit C (R&D Services).

1.34. "Service Period" means, with respect to any Service, the period commencing on the Effective Date and ending on the earlier of (i) the date the Requesting Party terminates the provision of such Service pursuant to Section 2.3(b), and (ii) the termination date specified with respect to such Service on the Exhibit C.

1.35. "Services" means the Agenus G&A Services, the Shared G&A Services, and the R&D Services.

1.36. "Shared G&A Services" means the general and administrative services set forth in Exhibit B, which may be amended by the Review Committee from time to time.

1.37. "Significant Expense" means an expense that is $10,000 or greater.

1.38. "Third Party" means a party that is not Agenus, MiNK, or an Affiliate of Agenus or MiNK.

2. SERVICES

2.1. Services to be provided.

a. Agenus G&A Services. Subject to the terms and conditions of this Agreement, and on a cost allocation agreed upon in writing and reviewed on quarterly basis or following personnel change of 10% or more by either Party, Agenus, directly or through a wholly-owned Affiliate or an Approved Third Party, shall use commercially reasonable efforts to provide, or cause to be provided, the Agenus G&A Services, to MiNK and MiNK Affiliates.

b. Shared G&A Services. Subject to the terms and conditions of this Agreement, each Party, directly or through a wholly-owned Affiliate or Approved Third Party, shall use commercially reasonable efforts to provide, or cause to be provided, the Shared G&A Services, to the other Party and its Affiliates. Neither Party shall compensate the other Party for its Costs associated with the performance of the Shared G&A Services, provided that each Party provides Shared G&A Services to the other Party in a manner that is roughly

proportional in scope and volume to the Shared G&A Services it receives. If requested by either Party, the allocation and utilization of Shared Services provided in either direction for a particular period of time will be evaluated by the Review Committee.

c. R&D Services. Subject to the terms and conditions of this Agreement, pursuant to a written, agreed upon schedule to be reviewed on quarterly basis, (i) Agenus, directly or through a wholly-owned Affiliate or Approved Third Party, shall use commercially reasonable efforts to provide, or cause to be provided, the R&D Services for the applicable Service Period to MiNK and MiNK Affiliates, and (ii) MiNK, directly or through a wholly-owned Affiliate or Approved Third Party, shall use commercially reasonable efforts to provide, or cause to be provided, the R&D Services for the applicable Service Period to Agenus and Agenus Affiliates. R&D Services will be allocated on a percentage of FTE basis calculated on a Blended FTE Rate as set forth on Exhibit C, which shall be reviewed and approved by the Review Committee on a quarterly basis.

2.2. Cooperation. The Requesting Party shall make available on a timely basis to the Performing Party all information and materials reasonably requested to enable the Performing Party to provide the Services. The Performing Party may only subcontract the performance of the Services to a Third Party based upon a detailed cost estimate and with the prior written consent of the Requesting Party, such written consent to not be unreasonably withheld, (an "Approved Third Party"). An Affiliate may perform Services on behalf of the Performing Party provided such Affiliate is a wholly-owned entity of the Performing Company.

2.3. Modification of Services.

a. Reduction or Termination of Services.

i. Either Party may terminate Services from the Schedules by providing thirty (30) days' prior written notice. The Requesting Party shall be responsible for (a) all reasonable internal and out-of-pocket costs for any wind-down activities for Services that reasonably require a wind-down period due to the nature of such Services or as required by applicable Law; and (b) all reasonable, future non-cancelable obligations incurred by the Performing Party prior to the receipt of the notice (it being understood that any such obligation that constitutes a Significant Expense shall require pre-approval by the Requesting Party prior to its incurrence).

b. Transition of a G&A Service to a Shared G&A Service. Upon the hiring by MiNK or a MiNK Affiliate of a FTE, Part-Time Employee or consultant to perform a G&A Service which is or has been performed by Agenus as an Agenus G&A Service, MiNK shall provide timely notice (within 5 business days) and it will be presumed that such G&A Service will be removed as an Agenus G&A Service and added as a Shared G&A Service for which no cost will be attributed.

Thereafter, the Parties shall in good faith determine if any additional allocation of the relevant area of G&A Services are appropriate, and, if so, use commercially reasonable efforts to divide the performance of the G&A Service for the benefit of both Parties. The Parties shall on a quarterly basis review Exhibits A and B and amend as necessary to reflect the transition of an Agenus G&A Service to a Shared G&A Service.

c. Modification of R&D Services. If the Requesting Party wishes to materially increase the volume or quantity of R&D Services performed by the Performing Party, including requesting services not previously provided by the Performing Party, or otherwise modify an R&D Service, the Requesting Party shall provide written notice to the other Party's Representative in writing and the request will be considered by the Parties at the next meeting of the Review Committee. The Performing Party shall in good faith consider the request to modify, increase, or add services; provided that, the decision to provide or not provide such services shall remain in Performing Party's sole discretion. If the Performing Party agrees to provide the requested additional or increased services, the Parties shall in good faith negotiate the terms of an amended Exhibit C that shall describe the work to be performed, number and percent allocation of FTEs, Blended FTE rate, and anticipated Service Period and other terms applicable to such additional or increased services. Each such amended Exhibit C shall be agreed to in writing by the Parties and shall be deemed part of this Agreement as of the date of such agreed-upon amendment, and thereafter the additional or increased services set forth therein shall be deemed "R&D Services" under this Agreement.

d. Staffing Changes.

   i. Unless otherwise expressly required in the Schedules, the Performing Party will not have any obligation to fill a position vacated by an individual who is employed or otherwise engaged by it to perform a Service upon the termination of the individual's employment with the Performing Party or wholly-owned Affiliate of the Performing Party, as the case may be, for whatever reason. The Parties will use best efforts to identify a replacement resource who can adequately perform the Service pursuant to Section 2.4. Notwithstanding the foregoing, if the employee is a MiNK terminated employee who performed a Shared G&A Service, MiNK may elect for the Shared G&A Service to transition to an Agenus G&A Service if MiNK does not intend to replace or otherwise cover responsibilities of the departed employee.

   ii. The Performing Party may determine, in its full discretion, the personnel assigned to provide Services, each of whom shall have the requisite skill and expertise to provide such Services; provided, that if the Requesting Party, following discussions with the Performing Party, reasonably requests the Performing Party to assign a given employee to perform the Services or to remove and/or replace any such personnel from their roles in respect of the Services provided by the Performing Party, the

Performing Party shall consider such request in good faith, provided that, the decision to assign, remove or replace any personnel shall remain in the Performing Party's sole discretion.

2.4. Standard of Performance.

a. The Performing Party will perform all Services in compliance with all applicable Laws.

b. If a Quality Agreement is entered into between the Parties to support the provision of any manufacturing or R&D Service, it shall apply solely to the extent such R&D Service relates to quality assurance matters and such Service is expressly designated as being within the subject matter of the Quality Agreement. In the event of any conflict or inconsistency between the Quality Agreement and this Agreement, the terms of this Agreement shall prevail, except with respect to any aspect of any Service that is solely related to a quality assurance issue, with respect to which aspect the Quality Agreement shall control.

3. Review Committee.

3.1. General. The Parties shall establish a committee comprised of the Chief Executive Officer or his or her designee, and representatives from finance and legal at both Agenus and MiNK (each a "Representative") to meet quarterly and as reasonably requested by either Party to discuss matters relating to the Services (the "Review Committee").

3.2. Responsibilities of the Review Committee. Without limiting the foregoing, the Review Committee shall perform the following functions and be responsible for the following key decisions:

a. Develop a rolling one (1) year forecast for Costs for Agenus G&A Services, and assess, on a quarterly basis, if it appears actual Costs differed from forecasted Costs by more than a 10% variance. To the extent there was such a variance, the Review Committee will agree in good faith to an appropriate additional cost allocation;

b. Assess and evaluate, on a quarterly basis, the relevant Exhibits setting forth anticipated R&D Services and related costs, and percent FTE allocation for such Services, expected new Services, or modifications to the Services with relevant Blended FTE rates and other cost allocations;

c. Review headcount changes to the extent that such changes impact Agenus G&A percent allocation to MiNK;

d. For R&D Services that continue for more than one year in duration, assess the percent allocation and Blended FTE Rate on a yearly basis and

determine a new blended rate, as necessary, to reflect increases in the Performing Party's Costs;

e. Review and allocate costs for Facilities, and any improvements to the Facilities for the primary or exclusive benefit of MiNK;

f. Review and approve known or anticipated Pass-Through Costs, including Insurance;

g. Review and approve known or anticipated Significant Expenses;

h. Review and approve known or anticipated changes in staffing, including any staff training and performance issues; and

i. Review and approve such other matters that arise related to this Agreement or the performance of Services hereunder.

4. FACILITIES

4.1. Facilities. MiNK and MiNK's Affiliates will be permitted to use Agenus' business offices and laboratory space ("Facilities") and equipment, subject to applicable Agenus' policies and procedures, and provided in all cases that (a) such use does not unreasonably interfere with Agenus's and its Affiliates' business operations; and (b) MiNK and MiNK Affiliates contribute a proportionate payment (calculated based on space used by MiNK personnel) for the use of Agenus' Facilities and equipment. The Parties will allocate payment for such proportionate use in accordance with Section 6.2.

4.2. Facility Improvements. In the event that an improvement is made to Agenus's business offices, laboratory space, and/or and equipment and such improvement is primarily intended for the benefit of MiNK, the Parties shall negotiate in good faith compensation to be made by MiNK for such improvement that takes into consideration the short term and long term benefits of the improvement to both Parties.

5. INSURANCE AND OTHER PASS-THROUGH CHARGES

5.1. Insurance Coverage. Agenus provides and agrees to continue to provide insurance coverage through the Agenus insurance policies listed in Exhibit D, or policies with substantially similar coverage (the "Agenus Insurance Policies"), to MiNK and MiNK's Affiliates, provided (i) that MiNK and MiNK's Affiliates continue to qualify as named insureds under the Agenus Insurance Policies, (ii) that the scope of insurance coverage for Agenus and Agenus Affiliates under the Agenus Insurance Policies is not adversely impacted by including MiNK and MiNK's Affiliates as named insureds on the Agenus Insurance Policies, and (iii) the Agenus Insurance Policies are treated as Pass-Through Costs subject to Section 5.4.

5.2. Insurance Communications. Agenus shall promptly provide MiNK with communications received from the insurance broker and insurers relating to the Agenus Insurance Policies to the extent such communications are pertinent to the insurance coverage provided to MiNK. Agenus shall provide MiNK with copies of any Agenus Insurance Policies upon request.

Agenus shall promptly notify MiNK in writing but in any event shall notify MiNK within two (2) business days if it receives notification (a) that MiNK and/or a MiNK Affiliate will no longer qualify or does no longer qualify as named insureds on any of the Agenus Insurance Policies or (b) if there will be, or are, material changes in Agenus Insurance Policies, including any material change in scope of coverage or cost.

5.3. Termination of Insurance.

a. In the event that MiNK and MiNK Affiliates no longer wish to be named insureds on one or more Agenus Insurance Policies, MiNK shall notify Agenus in writing at least sixty (60) days prior to the next upcoming renewal or during the termination period set forth in Exhibit D.

b. Agenus may remove MiNK and MiNK Affiliates as named insureds on any of the Agenus Insurance Policies by giving MiNK sixty (60) days prior written notice. In the event that Agenus removes MiNK and MiNK Affiliates as named insureds prior to the end of a paid-up coverage period for an Agenus Insurance Policy, Agenus shall reimburse MiNK on a pro rata basis for costs paid for coverage through the end of such coverage period.

5.4. Pass-Through Costs. If the Performing Party agrees to provide the Requesting Party with a product, service, insurance, license, or subscription obtained through a Third Party, the Costs of such product, service, insurance, license or subsection that are to be paid by the Requesting Party shall be limited to Pass-Through Costs. Moreover, if both Parties enjoy the benefit of such product, service, insurance, license, or subscription made available through a Third Party, each Party shall pay an amount proportionate to its use. Payment for Pass-Through Costs shall be made on a quarterly basis as set forth in Section 6.2.

5.5. Significant Expense. Agenus shall provide an anticipated budget and any back up documentation requested by MiNK, and MiNK shall provide written consent prior to incurring a Significant Expense on behalf of MiNK and MiNK Affiliates, with the exception of the following which shall not require prior written consent from MiNK: (a) Costs for Agenus G&A Services provided that such Costs are consistent with the rolling forecast in the form reviewed and approved at the prior Review Committee meeting, (b) Costs for R&D Services to the extent that the costs are consistent with those set forth in Exhibit C, (c) Costs for Facilities pursuant to Section 5.1, and (d) Agenus Insurance Policies pursuant to Section 5.1. To the extent actual costs materially differ from approved budget for a Significant Expense, Agenus shall provide an explanation and documentation, and MiNK shall cover any and all reasonable additional costs.

Any disputes regarding deviations from anticipated budget(s) shall be reviewed and approved by the Review Committee.

6. CONSIDERATION FOR SERVICES; TAXES

6.1. Determination of Fees for Services.

a. Agenus G&A Services Fees. As consideration for the Agenus G&A Services provided to MiNK and MiNK Affiliates, MiNK shall compensate Agenus for an amount equal to 10% of Agenus's Costs to provide the Agenus G&A Services to MiNK and MiNK's Affiliates as set for on Exhibit A, as amended from time to time by the Review Committee. On a yearly basis or as necessary based on significant changes in staffing at Agenus or MiNK or the Parties' Affiliates, the Review Committee shall evaluate the payment rate set forth in this Section 6.1(a) to ensure it accurately reflects the proportion of Agenus G&A Services benefiting MiNK and MiNK's Affiliates.

b. R&D Services Fees. As consideration for the R&D Services, the Requesting Party shall compensate the Performing Party consistent with the amounts, allocations, Blended FTE rates and applicable Pass-Through Costs as set forth in Exhibit C, as amended from time to time by the Review Committee.

6.2. Payment Timing and Method. At the end of each quarter, the Parties will collaborate and use commercially reasonable efforts to determine a single net payment owed by one Party to the other Party for Costs and any amounts owed under this Agreement. The Party entitled to the net payment may elect to make the payment in United States dollars, equity, or a combination of both; however, the Parties will seek to agree in good faith to the optimal form of payment in light of the needs of both Parties.

6.3. Taxes. Any taxes assessed on the provision of Services hereunder shall be payable by the Requesting Party to the extent such taxes are customarily borne or passed through to the recipient of such Services.

7. LICENSE GRANTS

7.1. License from the Requesting Party. The Requesting Party hereby grants to the Performing Party a non-exclusive, non-transferrable, non-sublicensable, worldwide, royalty-free license (or sublicense, as applicable), under all of the Requesting Party's intellectual property rights, to practice any and all technologies owned or controlled by the Requesting Party and its Affiliates, solely to the extent such use is required in order to perform the Services.

7.2. No Additional Rights. Except as expressly set forth in the preceding clause, nothing in this Agreement shall be deemed to grant Agenus any ownership or other rights in or to any products or technologies owned or controlled or developed or otherwise obtained by or on behalf of MiNK as of the Effective Date or thereafter, nor to any intellectual property and other proprietary rights therein, all of which shall remain solely and exclusively owned by the MiNK, and nothing in this Agreement shall be deemed to grant MiNK any ownership or other rights in or to any products or technologies owned or controlled or developed or otherwise obtained by or on

behalf of Agenus as of the Effective Date or thereafter, nor to any intellectual property and other proprietary rights therein, all of which shall remain solely and exclusively owned by the Agenus.

8. OWNERSHIP OF PROPRIETARY PROPERTY

8.1. Intellectual Property Assignment and License Agreement; Joint Research Agreement.

a. The terms of this Agreement shall not be interpreted to supersede and replace those of the of the Intellectual Property Assignment and License Agreement between Agenus and MiNK dated September 10, 2021 (the "Intercompany IP Agreement"), except in instances where the terms conflict, in which case the terms of this Agreement shall prevail, or except as expressly set forth in this Agreement.

b. This Agreement shall be deemed a Joint Research Agreement for the purposes of 35 USC 102 and 103.

8.2. Background Intellectual Property. Neither Party will, as a result of this Agreement, acquire any right, title, or interest in any Intellectual Property that the other party owned or controlled as of the Effective Date of this Agreement, or that the other Party obtains ownership or control of separate and apart from the performance of this Agreement (each party's "Pre-Existing Intellectual Property"). The licenses and assignments granted in the Intercompany IP Agreement shall be deemed Pre-Existing Intellectual Property.

8.3. Arising Intellectual Property. The terms of this Section 8.3 shall be interpreted to supersede and replace Section 6.2.1 of the Intercompany IP Agreement.

a. Requesting Party IP. The Requesting Party shall own all right, title, and interest in and to any and all Intellectual Property, data, and other work product, including without limitation all improvements to Requesting Party's technology that the Performing Party conceives, invents, reduces to practice, develops or makes, solely or jointly with the Requesting Party or others, in the course of performance of this Agreement or as a result of use of the Requesting Party's Confidential Information, provided that such Intellectual Property is separable from and does not incorporate or otherwise rely on the Performing Party's proprietary technology, materials, or know-how (the "Requesting Party IP"). The Performing Party hereby assigns all of its right, title and interest in such Requesting Party IP to the Requesting Party. The Performing Party shall execute, and shall require its personnel involved in the performance of the Services to execute, any documents required to confirm or perfect Requesting Party's ownership of the Requesting Party IP, and any documents required to

apply for, maintain and enforce any patents or other rights in the Requesting Party IP. Upon request and at Requesting Party's reasonable expense, the Performing Party shall assist the Requesting Party as may be reasonably necessary to apply for, maintain and enforce any patents or other rights in the Requesting Party IP.

b. Joint IP. The Performing Party and Requesting Party shall jointly own all right, title, and interest in and to any and all Intellectual Property, data, and other work product, that the Performing Party conceives, invents, reduces to practice, develops or makes, solely or jointly with the Requesting Party or others, in the course of performance of this Agreement, that incorporates or otherwise relies on both the Performing Party's and Requesting Party's proprietary technology, materials, or know-how (the "Joint IP"). The Parties agree to negotiate in good faith any future licenses that may be sought or required for either Party to practice or rely upon Joint IP. Notwithstanding the foregoing, the Parties agree that the Performing Party shall not incorporate or rely on its proprietary information, technology, materials, or know-how in the performance of Services in such a manner that may lead to the creation of Joint IP without the prior written consent of the Requesting Party. Any requested proprietary biological material for use with the other Party's proprietary material in the Services will only be subject to the terms of the Intercompany IP Agreement and will require execution of a material transfer agreement or clinical collaboration agreement, depending on the nature of the activities, prior to such Services.

c. Performing Party IP. The Performing Party shall own all right, title, and interest in and to any and all Intellectual Property, data, and other work product that the Performing Party conceives, invents, reduces to practice, develops or makes, solely in the course of performance of this Agreement, provided that such Intellectual Property does not relate to any composition, product or method within the Requesting Party's technology or otherwise incorporate or rely on the Requesting Party's Confidential Information (the "Performing Party IP"). The Requesting Party hereby assigns all of its right, title and interest in such Performing Party IP to the Performing Party. The Requesting Party shall execute, and shall require its personnel involved in the performance of the Services to execute, any documents required to confirm or perfect Performing Party's ownership of the Performing Party IP, and any documents required to apply for, maintain and enforce any patents or other rights in the Performing Party IP. Upon request and at Performing Party's reasonable expense, the Requesting Party shall assist the Performing Party as may be reasonably necessary to apply for, maintain and enforce any patents or other rights in the Performing Party IP. The Performing Party hereby grants a perpetual, non-exclusive, royalty-free license to the Requesting Party, under the Performing Party IP to the extent necessary for the Requesting Party (and

its Affiliates and sublicenses) to fully utilize and benefit from the Services performed, including full enjoyment of resulting work product.

d. Out of Scope Inventions**.** It is acknowledged that each Party will have access to the other Party's Confidential Information due to the relationship of the Parties and shared facilities. While the Parties share facilities pursuant to the Agreement and for three years thereafter, if a Party utilizes such Confidential Information and does so in breach of Section 9.2 of this Agreement, and in so doing conceives, develops, makes, or reduces to practice any discovery or invention ("Out of Scope Invention"), each of the Parties hereto acknowledge, understand and agree that the damages for such a material breach of this Agreement would be difficult to ascertain, and each of the Parties hereby agrees to the following:

The Party making the Out of Scope Invention shall promptly disclose it in writing to the other Party. The disclosing Party hereby waives any rights of ownership to any such Out of Scope Invention and any intellectual property rights therein, and the other Party may use all such rights, results and information for any and all purposes to the extent consistent with this Agreement and the Intercompany IP Agreement. The disclosing Party understands and agrees that any Out of Scope Invention may be used by the other Party to file and support its patent applications or in preparing regulatory filings, without additional compensation to the disclosing Party.

9. CONFIDENTIALITY

9.1. Confidential Information. The Parties acknowledge that as a result of this Agreement, each Party to this Agreement, may directly or indirectly through its representatives (in such case, the "Disclosing Party") disclose certain confidential, proprietary and/or trade secret information of the Disclosing Party (or a Third Party) to the other Party or its representatives (in such case, the "Recipient" or "Receiving Party"), during the course of performance of Services under this Agreement, and that each Party may have access to the other Party's (or a Third Party's) confidential, proprietary and/or trade secret information as a result of the Services and shared Facilities. The parties hereby agree to protect in accordance with the terms of this Section 9.1 any and all such confidential, proprietary and/or trade secret information disclosed by the Disclosing Party to the Recipient or to which the Recipient may have access by virtue of the nature of the Services and sharing of Facilities. For purposes of this Agreement, the term "Confidential Information" means any technical or business information furnished by a Disclosing Party to a Receiving Party, including information developed by a Performing Party in the course of performing the Services, regardless of whether such Confidential Information is in oral, electronic or written form. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or

financial information, research and development activities, product and marketing plans, and customer and supplier information.

9.2. Obligations of Nondisclosure and Nonuse. The Receiving Party shall: (a) maintain all Confidential Information in strict confidence; (b) use all Confidential Information solely for the purpose of the Services and the performance activities in accordance with the terms of this Agreement; and (c) reproduce the Confidential Information only to the extent necessary for providing the Services as requested by the Requesting Party, with all such reproductions being considered Confidential Information. Except as otherwise expressly permitted within this Section 9.2 or elsewhere in this Agreement, each party shall keep the other party's Confidential Information confidential and shall not at any time disclose or otherwise make known or available to any Third Party, without the express prior written consent of the other party. Each party shall utilize reasonable procedures to safeguard the other party's Confidential Information, including without limitation releasing Confidential Information only on a "need-to-know" basis to its subsidiaries and Affiliates and its and their employees, contractors, vendors, representatives and agents who are obligated to comply with the confidentiality and non-use obligations set forth in this Article 9, and to limit the use of Confidential Information for the sole purpose of performance under and otherwise in accordance with the terms of this Agreement.

9.3. Exceptions. The obligations of the Disclosing Party under this Article 9 shall not apply to Confidential Information to the extent that the Recipient can demonstrate that such information:

a. was in the public domain prior to the time of its disclosure or development hereunder;

b. entered the public domain after the time of its disclosure or development hereunder through means other than an act or omission by Recipient;

c. was independently developed by Recipient as evidenced by contemporaneous records; or

d. is or was disclosed to the Recipient without restriction, by a Third Party having no obligation of confidentiality with respect to such Confidential Information.

9.4. Required Disclosures. The receiving Party may disclose Confidential Information to the extent necessary to comply with applicable laws or regulations, or with a court or administrative order, provided that the disclosing Party receives prompt prior written notice of such disclosure and that the receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

9.5. Return of Confidential Information. Upon the termination of this Agreement, or any time at the request of either Party, the Receiving Party shall return to the disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that an

electronic copy of any Confidential Material may be maintained solely for compliance purposes as part of the Receiving Party's document retention policy or practice.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS

10.1. Mutual Representations and Warranties. Each Party hereby represents, warrants, or covenants, as applicable, to the other Party as follows, as of the Effective Date:

a. Authority and Binding Agreement; Existence. (i) It has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder; and (ii) it is a company or corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated.

b. No Conflicts. The execution, delivery, and performance of this Agreement by it does not (i) conflict with any agreement, instrument, or understanding, oral or written, to which it is a party and by which it may be bound or (ii) violate any applicable Law.

c. Litigation. There is no action or proceeding pending or, to the knowledge of such Party, threatened, that could reasonably be expected to impair or delay the ability of such Party to perform its obligations under this Agreement.

d. No Adverse Proceedings. Except as otherwise notified to the other Party in writing as of the Effective Date, there is not pending or, to the knowledge of such Party, threatened, against such Party, any claim, suit, action or governmental proceeding that would, if adversely determined, materially impair the ability of such Party to perform its obligations under this Agreement.

e. No Debarment. Neither such Party, nor any Affiliate of such Party, has been debarred by any regulatory authority, including under Section 306 of the FD&C Act, is under investigation for debarment action by any regulatory authority, has been disqualified as an investigator pursuant to Section 306 of the FD&C Act (or similar applicable Law outside of the U.S.), has a disqualification hearing pending, or is currently employing or using any person that has been so debarred or disqualified by any regulatory authority to perform any of such Party's obligations under this Agreement.

f. Compliance with applicable Law. In the performance of this Agreement, and the exercise of any rights obtained hereunder, such Party will comply

with and will cause its Affiliates to materially comply with, all applicable Laws now or hereafter in effect.

g. Accounting. All Costs under the Agreement shall be properly and accurately recorded in all material respects in the books and records and that each document upon which entries in such books and records are based is complete and accurate in all material respects.

10.2. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE MADE OR GIVEN BY OR ON BEHALF OF A PARTY. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL IMPLIED REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

11. INDEMNIFICATION; LIMITATION OF LIABILITY

11.1. Agenus Indemnification. Agenus shall indemnify, defend and hold MiNK, its Affiliates, and its and their respective agents, directors, officers, and employees (the "MiNK Indemnitees") harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) (collectively "Losses") arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, or injunctions by a Third Party (each, a "Claim") to the extent resulting or otherwise arising from (a) the negligence or intentional misconduct of Agenus, any Agenus Indemnitee or any sublicensee of Agenus conducting activities on behalf of Agenus under this Agreement; and (b) any breach by Agenus of any provision of this Agreement; but excluding, in each case (a) and (b), any such Losses to the extent MiNK is obligated to indemnify the Agenus Indemnitees pursuant to Section 11.2.

11.2. MiNK Indemnification. MiNK shall indemnify, defend and hold Agenus, its Affiliates, and its and their respective agents, directors, officers, and employees (the "Agenus Indemnitees") harmless from and against any and all Losses arising in connection with any and all Claims to the extent resulting or otherwise arising from (a) the negligence or intentional misconduct of MiNK, any MiNK Indemnitee or any sublicensee of MiNK conducting activities on behalf of MiNK under this Agreement; (and b) any breach by MiNK of any provision of this Agreement; but excluding, in each case (a) and (b), any such Losses to the extent Agenus is obligated to indemnify the MiNK Indemnitees pursuant to Section 11.1.

11.3. Indemnification Procedure.

a. General. A Party believing that it or any other MiNK Indemnitee or Agenus Indemnitee, as applicable, is entitled to indemnification under, as applicable, Section 11.1 or Section 11.2 (an "Indemnified Party") will give

prompt written notification to the other Party (the "Indemnifying Party") of the commencement of any Claim for which indemnification may be sought or, if earlier, upon the assertion of any such Claim (it being understood and agreed, however, that the failure by an Indemnified Party to give notice of a Claim as provided in this Section will not relieve the Indemnifying Party of its indemnification obligation under this Agreement, except and only to the extent that, such Indemnifying Party is actually materially prejudiced as a result of such failure to give notice). Within thirty (30) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party; provided that if a Party believes that a Claim presented to it for indemnification is one as to which the Party seeking indemnification is not entitled to indemnification under, as applicable, Section 11.1 or Section 11.2, then it will so notify the Party seeking indemnification and shall not be so entitled to assume the defense of such Claim.

b. Defense. If the Indemnifying Party elects to assume the defense of such Claim, the Indemnified Party and any other MiNK Indemnitee or Agenus Indemnitee, as applicable, may participate in such defense at its own expense; provided that if the Indemnified Party reasonably concludes, based on advice from counsel, that the Indemnifying Party and the Indemnified Party or any other MiNK Indemnitee or Agenus Indemnitee, as applicable, have conflicting interests with respect to such Claim under applicable Law or ethical rules, then the Indemnifying Party will be responsible for the reasonable fees and expenses of counsel to the Indemnified Party or any other MiNK Indemnitee or Agenus Indemnitee, as applicable, solely in connection therewith.

c. Cooperation. The Indemnifying Party will keep the Indemnified Party advised of the status of such Claim and the defense thereof and will consider recommendations made by the Indemnified Party with respect thereto. The Indemnified Party shall, and shall cause any other MiNK Indemnitee or Agenus Indemnitee, as applicable, to reasonably cooperate with the Indemnifying Party in its defense of any Claim for which the Indemnifying Party has assumed the defense.

d. Settlement. The Indemnified Party will not, and will cause any other MiNK Indemnitee or Agenus Indemnitee, as applicable, not to, agree to any settlement of such Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably conditioned, withheld or delayed. The Indemnifying Party will not agree to any settlement of such Claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Indemnified Party and any other MiNK Indemnitee or Agenus Indemnitee, as applicable, from all liability with respect thereto or that imposes any

liability or obligation on the Indemnified Party or any other MiNK Indemnitee or Agenus Indemnitee, as applicable, or adversely affects the Indemnified Party or any other MiNK Indemnitee or Agenus Indemnitee, as applicable, in each case, without the prior written consent of the Indemnified Party, which consent will not be unreasonably conditioned, withheld or delayed.

12. TERMINATION

12.1. Term. Unless otherwise terminated in accordance with the terms of this Agreement or by mutual consent, the term of this Agreement is perpetual.

12.2. Termination. Either Party may terminate this Agreement for any or no reason upon sixty (60) days' prior written notice to the other Party. The Parties agree to provide reasonable and timely cooperation upon any termination to ensure a smooth transition of Services to a new provider or the other Party, at their discretion. Any outstanding costs at time of termination will be allocated consistent with Section 6.

12.3. Facilities Lease Option at Termination. In the event that Agenus provides termination notice to MiNK pursuant to Section 12.2, MiNK shall have the option to enter into a lease with Agenus to rent the space MiNK occupies at the time the termination notice is received, such rent to be consistent with the determination of Costs set forth in this Agreement. If MiNK wishes to exercise its option to enter into a lease agreement with Agenus, it shall provide written notice to Agenus within thirty (30) days of receipt of Agenus's termination notice and the Parties shall enter into good faith negotiations to execute a lease prior to the termination of this Agreement. If Agenus and MiNK are not able to agree to the terms of a lease prior to the termination of this Agreement, MiNK shall be able to remain in the Agenus facilities for up to an additional six (6) months while the Parties negotiate terms.

12.4. Survival. Termination of this Agreement shall not relieve the Parties of any obligation that accrued prior to such termination. Upon termination of this Agreement, the rights and obligations of the Parties under [Article 8 (Ownership of Proprietary Property), Article 6 (Consideration for Services; Taxes; in each case with respect to Services performed prior to the date of termination), Article 9 (Confidentiality), Article 10(Representations and Warranties), Article 11 (Indemnification; Limitation of Liability), Sections 12.3 and 12.4 (Termination), and Sections 13.4, 13.5, 13.6, 13.7, and 13.11 (Miscellaneous) shall survive.

13. MISCELLANEOUS

13.1. Entire Agreement. This Agreement, together with its exhibits and any other documents referenced herein, constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such subject matter, including the prior Intercompany Agreement between the Parties dated

September 10, 2021. This Agreement does not in any respect alter, modify or amend any other unrelated agreements between the Parties. This Agreement does not supersede and replace the Intercompany IP Agreement except as set forth in Section 8.1.

13.2. Amendment or Modification. The Parties may not amend or modify this Agreement except by a written instrument executed by the Parties.

13.3. Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall (to the extent permitted under applicable law) be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

13.4. Assignment. Neither Party may transfer or assign this Agreement and/or any of its rights or obligations hereunder without the express written consent of the other Party, provided, however, that no consent shall be required in connection with a transfer by Parent of this Agreement and/or its rights and obligations hereunder to an affiliate, or in connection with the transfer or sale of all or substantially all of a portion of its business to which this Agreement relates, or in the event of its merger or consolidation or change in control or similar transaction. Any attempt to assign this Agreement in violation of this Section shall be null and void. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted transferees and assigns (each of which transferees and assigns shall be deemed to be a Party hereto for all purposes hereof).

13.5. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered personally or sent by e-mail at the e-mail address below, (b) three (3) business days (as defined as days banks are open in New York, NY) after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification or receipt, as follows:

If to Agenus: Agenus Inc.
3 Forbes Road
Lexington, MA USA 02421
Attention: Chief Executive Officer
E-mail: #####

with a copy to: Agenus Inc.
3 Forbes Road
Lexington, MA USA 02421
Attention: Legal Department
E-mail: #####

If to MiNK: MiNK Therapeutics, Inc.
c/o Agenus Inc.

at the address set forth above
Attention: Chief Executive Officer
Email: ######

With a copy to: MiNK Therapeutics, Inc.
c/o Agenus Inc.
at the address set forth above
Attention: Legal Department
Email: #####

By such notice either Party may change its address for future notices. Notices delivered in person shall be deemed given on the date delivered. Notices sent by certified mail or overnight courier shall be deemed given on the date received.

13.6. Interpretation. Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not affect the construction hereof. No rule of strict construction shall apply to or be used against any Party hereto.

13.7. Third Party Beneficiaries; Not a Joint Venture. Nothing in this Agreement is intended or shall be construed to entitle any person or entity other than the Parties and their respective transferees and assigns permitted hereby to any claim, cause of action, remedy or right of any kind. Nothing in this agreement establishes a new entity, joint venture or otherwise between the Parties.

13.8. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including without limitation embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, terrorism, lockouts or other labor disturbances, pandemics, or acts of God. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical and shall make every reasonable effort to mitigate the effects of such force majeure circumstances.

13.9. Waiver. The waiver by either Party hereto of any right hereunder, or the failure to perform, or a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

13.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13.11. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of New York, without giving effect to any choice

or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

AGENUS INC.

By: /s/ Garo Armen
Name: Garo Armen, PhD
Title: Chief Executive Officer

MiNK Therapeutics, Inc.

By: /s/ Jennifer Buell
Name: Jennifer Buell, PhD
Title: Chief Executive Officer

Exhibit 31.1

Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended

I, Jennifer S. Buell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of MiNK Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles;

   c. evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent function):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: August 15, 2022

/s/ Jennifer S. Buell, Ph.D.

Jennifer S. Buell, Ph.D.

President, Chief Executive Officer and Principal Executive Officer

Exhibit 31.2

Certification Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended

I, Christine M. Klaskin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of MiNK Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles;

    c. evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: August 15, 2022

/s/ Christine M. Klaskin

Christine M. Klaskin

Treasurer and Principal Financial Officer

Exhibit 32.1

Certification
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of MiNK Therapeutics, Inc. (the "Company") for the quarterly period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned to his/her knowledge hereby certifies, pursuant to 18 U.S.C. Section 1350, that:

(i) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jennifer S. Buell, Ph.D.

Jennifer S. Buell, Ph.D.

President, Chief Executive Officer and Principal Executive Officer

/s/ Christine M. Klaskin

Christine M. Klaskin

Treasurer and Principal Financial Officer

Date: August 15, 2022

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Report and should not be considered filed as part of the Report.