UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): December 31, 2020

EyePoint Pharmaceuticals, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	000-51122	26-2774444
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

480 Pleasant Street
Watertown, MA 02472
(Address of Principal Executive Offices, and Zip Code)

(617) 926-5000
Registrant's Telephone Number, Including Area Code

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

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

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001	**EYPT**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Share Purchase Agreement

On December 31, 2020 (the "Closing Date"), the Company entered into a Share Purchase Agreement (the "Share Purchase Agreement") with Ocumension Therapeutics, incorporated in the Cayman Islands with limited liability (the "Investor" or "Ocumension"), pursuant to which the Company offered and sold to the Investor 3,010,722 shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), at a purchase price of $5.2163 per share, which was the five-day volume weighted average price of the Common Stock as of the close of trading on December 29, 2020 (the "Transaction"). The shares of Common Stock issued to the Investor in the Transaction represented approximately 19.9% of the shares of Common Stock outstanding immediately prior to the closing of the Transaction on the Closing Date.

The aggregate gross proceeds from the Transaction were approximately $15.7 million. The Company intends to use the net proceeds from the Transaction to continue to fund research and development expenditures related to the advancement of EYP-1901 for retinal diseases and the Company's other product candidates, the commercialization of DEXYCU and YUTIQ and for general corporate purposes, which may include working capital, capital expenditures, clinical trial expenditures, acquisitions of new technologies, products or businesses in ophthalmology, and investments.

Pursuant to the Share Purchase Agreement and subject to certain limited exceptions, the Investor is prohibited from selling, transferring or otherwise disposing of the shares of Common Stock acquired in the Transaction for a period of 12 months following the Closing Date.

In addition, for so long as the Investor owns a number of shares of Common Stock equal to at least 75% of the shares of Common Stock it acquired on the Closing Date, the Investor is entitled to participate in subsequent issuances of equity securities of the Company in order to maintain its ownership percentage, subject to certain exceptions for, among other things, the issuance of equity awards pursuant to equity incentive plans, inducement awards and/or employee stock purchase plans and the issuance of shares of Common Stock pursuant to "at-the-market" equity offering programs, including pursuant to that certain Controlled Equity Offering^{SM} Sales Agreement, dated August 5, 2020, by and between the Company and Cantor Fitzgerald & Co, as may be amended from time to time.

Pursuant to the Share Purchase Agreement, the Company is required, within 45 days following the Closing Date, to file a shelf registration statement with the Securities and Exchange Commission (the "SEC") registering for resale the shares of Common Stock issued to the Investor in the Transaction, and use commercially reasonable efforts to cause such shelf registration statement to be declared effective by the SEC within 120 days following the Closing Date.

The shares of Common Stock sold and issued in the Transaction have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from the registration requirements.

Voting Agreement

On the Closing Date, the Company also entered into a Voting and Investor Rights Agreement (the "Voting Agreement" and together with the Share Purchase Agreement, the "Transaction Agreements") with the Investor and EW Healthcare Partners, L.P. and EW Healthcare Partners-A, L.P. (collectively, the "EW Investors"). Pursuant to the Voting Agreement, for so long as the Investor owns a number of shares of Common Stock equal to at least 75% of the shares of Common Stock it acquired on the Closing Date, and subject to compliance with applicable law and the Company's guidelines with respect to the nomination of directors, the Investor is entitled to designate for nomination one person (the "Investor Designee") to serve as a member of the Board of Directors of the Company (the "Board"), the Science Committee of the Board and certain other ad-hoc committees of the Board. Notwithstanding the foregoing, in accordance with Nasdaq Listing Rule 5640, the Investor will not be entitled to designate for nomination any person to serve as a member of the Board if, at any time, the Investor owns a number of shares of Common Stock representing less than 5% of the shares of Common Stock outstanding. Pursuant to the Voting Agreement, for so long as the EW Investors beneficially own at least 10% of the outstanding shares of Common Stock, the EW Investors agreed to vote in favor of the Investor Designee at each election of the Board. The initial Investor Designee is Ye Liu.

Pursuant to the Voting Agreement, for so long as the Investor is entitled to designate an Investor Designee, the Investor Designee shall also serve as an observer to the Governance and Nominating Committee of the Board, the Audit Committee of the Board and the Compensation Committee of the Board.

In addition, the Investor and the EW Investors agreed that, for so long as such investor owns a number of shares equal to at least 75% of the shares of Common Stock it owns on the Closing Date, at any meeting of stockholders of the Company, however called, or at any adjournment thereof, or in any other circumstances in which the Investor or the EW Investors, as applicable, are entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by the Company, the Investor and the EW Investors shall (a) appear at each such meeting or otherwise cause the shares of Common Stock owned by such investor or their respective affiliates to be counted as present thereat for purposes of calculating a quorum; and (b) vote (or cause to be voted), in person or by proxy, all such shares of Common Stock that are beneficially owned by such investor or as to which such investor has, directly or indirectly, the right to vote or direct the voting, (i) in favor of any proposals recommended by the Board for approval; and (ii) against any proposals

that the Board recommends the Company's stockholders vote against; provided, however, that the foregoing does not apply to meetings or proposals that are inconsistent with the investor's rights and obligations under certain agreements between the applicable investor and the Company.

The representations, warranties and covenants contained in the Transaction Agreements were made solely for the benefit of the parties to such documents and may be subject to limitations agreed upon by the contracting parties. In addition, such representations, warranties and covenants (a) are intended as a way of allocating the risk between the parties to the Transaction Agreements and not as statements of fact, and (b) may apply standards of materiality in a way that is different from what may be viewed as material by stockholders of, or other investors in, the Company. Accordingly, the Transaction Agreements are being filed with this report only to provide investors with information regarding the terms of the transactions, and not to provide investors with any other factual information regarding the Company. Stockholders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Company. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Transaction Agreements, which subsequent information may or may not be fully reflected in public disclosures.

The foregoing description of the Transaction and the Transaction Agreements does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Share Purchase Agreement and the Voting Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K.

Item 2.02. Results of Operations and Financial Conditions.

On January 3, 2021, EyePoint Pharmaceuticals, Inc. (the "Company") issued a press release announcing, among other things, certain preliminary cash and cash equivalent balances as of December 31, 2020. The amounts included in the press release are preliminary, have not been audited and are subject to change upon completion of the Company's audited financial statements for the year ended December 31, 2020. Additional information and disclosures would be required for a more complete understanding of the Company's financial position and results of operations as of December 31, 2020. A copy of the press release is furnished as Exhibit 99.1 hereto.

Item 3.02. Unregistered Sales of Equity Securities.

The information regarding the Transaction and the issuance of the shares of Common Stock in connection therewith included under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

The Transaction is exempt from the registration requirements of the Securities Act, and the shares of Common Stock issued in the Transaction are being offered and sold without registration under the Securities Act pursuant to the exemption provided by Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder as transactions not involving a public offering, as well as similar exemptions under applicable state securities laws, in reliance upon the following facts: no general solicitation was used in the offer or sale of such securities; the recipients of the securities had adequate access to information about the Company; each recipient of such securities represented its acquisition thereof as principal for its own account and its lack of any arrangements or understandings regarding the distribution of such securities; each recipient of such securities represented its capability of evaluating the merits of an investment in the Company's securities due to its knowledge, sophistication and experience in business and financial matters; and such securities were issued as restricted securities with restricted legends referring to the Securities Act. No such securities may be offered or sold in the United States in the absence of an effective registration statement or exemption from applicable registration requirements. No statement in this document or the attached exhibits is an offer to purchase or sell or a solicitation of an offer to sell or buy the Company's securities, and no offer, solicitation or sale will be made in any jurisdiction in which such offer, solicitation or sale is unlawful.

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

(b) Director Resignation

On the Closing Date, Kristine Peterson resigned from the Board, effective as of the Closing Date. Ms. Peterson's resignation was unrelated to the Transaction and not the result of any dispute or disagreement with the Company or the Board on any matter relating to the operations, policies or practices of the Company.

(d) Appointment of New Director

On the Closing Date, the Board appointed Ye Liu to serve as a director to fill the vacancy created by the resignation of Ms. Peterson, with a term commencing on the Closing Date and expiring at the Annual Meeting of Stockholders of the Company in 2021 and until his successor is duly elected and qualified, except in the case of his earlier death, retirement or resignation. Mr. Liu will also serve as a member of the Science Committee of the Board and the ad-hoc pricing committee of the Board. Mr. Liu will not be compensated for his service on the Board although he is entitled to seek reimbursement for reasonable expenses incurred in connection

with his service on the Board and is entitled to the same benefits, including benefits under any director and officer indemnification or insurance policy maintained by the Company, as any other non-employee director of the Board. In connection with his appointment, Mr. Liu has entered into the Company's standard director indemnification agreement, the form of which is filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2019, which was filed with the SEC on August 7, 2019.

Mr. Liu was appointed to the Board as the initial Investor Designee pursuant to the terms of the Share Purchase Agreement. There are no family relationships between Mr. Liu and any director or executive officer of the Company. Mr. Liu is Chief Executive Officer of the Investor and serves as an executive director of the Investor.

In November 2018, the Company entered into an exclusive license agreement with Ocumension for the development and commercialization of its three-year micro insert using the Durasert technology for the treatment of chronic non-infectious uveitis affecting the posterior segment of the eye (YUTIQ in the U.S.) in Mainland China, Hong Kong, Macau and Taiwan. The Company received a one-time upfront payment of $1.75 million from Ocumension and is eligible to receive up to (i) $7.25 million upon the achievement by Ocumension of certain prescribed development and regulatory milestones, and (ii) $3.0 million commercial sales-based milestones. In addition, the Company is entitled to receive mid-single digit sales-based royalties. Ocumension has also received a special approval by the Hainan Province People's Government to market this product for chronic, non-infectious posterior segment uveitis in the Hainan Bo Ao Lecheng International Medical Tourism Pilot Zone ("Hainan Pilot Zone"). In March 2019, the Company entered into a Memorandum of Understanding ("2019 MOU"), pursuant to which, the Company will supply product for the clinical trials and Hainan Pilot Zone use. Paralleling to Ocumension's normal registration process of the product with the Chinese Regulatory Authorities, the 2019 MOU modified the Company's entitlement to the development and regulatory milestones of up to $7.25 million under the license agreement to product supply milestones or development milestones, whichever comes first, totaling up to $7.25 million. In August 2019, the Company began shipping this product to Ocumension.

The Company was required to provide a fixed number of hours of technical assistance support to Ocumension at no cost, which support has been completed and no future performance obligation exists. Ocumension is responsible for all development, regulatory and commercial costs, including any additional technical assistance requested. Ocumension has a first right of negotiation for an additional exclusive license to the Company's shorter-duration line extension candidate for this indication.

In August 2019, the Company received a $1.0 million development milestone payment from Ocumension triggered by the approval of its Investigational New Drug ("IND") in China for this program. The IND allows the importation of finished product into China for use in a clinical trial to support a regulatory filing.

In January 2020, the Company entered into an exclusive license agreement with Ocumension for the development and commercialization in Mainland China, Hong Kong, Macau and Taiwan of DEXYCU for the treatment of post-operative inflammation following ocular surgery. Pursuant to the terms of the license agreement, the Company received upfront payments of $2.0 million from Ocumension in February 2020 and will be eligible to receive up to (i) $6.0 million upon the achievement by Ocumension of certain prescribed development and regulatory milestones, and (ii) $6.0 million commercial sales-based milestones. In addition, the Company is entitled to receive mid-single digit sales-based royalties. In exchange, Ocumension will receive exclusive rights to develop and commercialize DEXYCU in Mainland China, Hong Kong, Macau and Taiwan, at its own cost and expense with the Company supplying product for clinical trials and commercial sale. In addition, Ocumension will receive a fixed number of hours of technical assistance support from the Company at no cost.

In August 2020, the Company entered into a Memorandum of Understanding ("2020 MOU"), pursuant to which the Company received a one-time non-refundable payment of $9.5 million (the "Accelerated Milestone Payment") from Ocumension as a full and final payment of the combined remaining development, regulatory and sales milestone payments under the Company's license agreements with Ocumension for the treatment of chronic non-infectious uveitis affecting the posterior segment of the eye and for the treatment of post-operative inflammation following ocular surgery, respectively. Upon payment of the Accelerated Milestone Payment, the remaining $11.75 million in combined remaining development and sales milestone payments under the Company's original license agreement with Ocumension upon the achievement by Ocumension of (i) remaining development and regulatory milestones of $6.25 million and commercial sales-based milestones of $3.0 million for the development and commercialization of its three-year micro insert using the Durasert technology for the treatment of chronic non-infectious uveitis affecting the posterior segment of the eye; and (ii) $6.0 million upon the achievement by Ocumension of certain prescribed development and regulatory milestones, and $6.0 million commercial sales-based milestones for the development and commercialization in Mainland China, Hong Kong, Macau and Taiwan of DEXYCU for the treatment of post-operative inflammation following ocular surgery, totaling up to $21.25 million, were permanently extinguished and will no longer be due and owed to the Company. In exchange, Ocumension also received exclusive rights to develop and commercialize YUTIQ and DEXYCU products under its own brand names in South Korea and other jurisdictions across Southeast Asia in Brunei, Burma (Myanmar), Cambodia, Timor-Leste, Indonesia, Laos, Malaysia, the Philippines, Singapore, Thailand and Vietnam, at its own cost and expense with the Company supplying product for clinical trials and commercial sale.

Other than a fixed number of hours of technical assistance support to be provided at no cost by the Company, Ocumension is responsible for all development, regulatory and commercial costs, including any additional technical assistance requested.

Except for the relationships identified above and under Item 1.01 of this Current Report on Form 8-K, Mr. Liu has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 8.01. Other Events.

On January 3, 2021, the Company issued a press release announcing the consummation of the Transaction and the changes to its Board composition, a copy of which is filed at Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Share Purchase Agreement, dated December 31, 2020, by and between EyePoint Pharmaceuticals, Inc. and Ocumension Therapeutics.
10.2	Voting and Investor Rights Agreement, dated December 31, 2020, by and among EyePoint Pharmaceuticals, Inc., Ocumension Therapeutics, and EW Healthcare Partners, L.P. and EW Healthcare Partners-A, L.P.
99.1	Press Release of EyePoint Pharmaceuticals, Inc., dated January 3, 2021.
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURES

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

EYEPOINT PHARMACEUTICALS, INC.

Date: January 4, 2021

By: /s/ George O. Elston
Name: George O. Elston
Title Chief Financial Officer and Head of Corporate Development

Exhibit 10.1

Execution Version

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made as of December 31, 2020, by and between Ocumension Therapeutics, incorporated in the Cayman Islands with limited liability ("**Investor**"), and EyePoint Pharmaceuticals, Inc., a Delaware corporation (the "**Company**").

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, the Company desires to issue and sell to Investor, and Investor desires to acquire from the Company, at the Closing (as defined below), 3,010,722 shares (the "**Shares**") of the Company's common stock, par value $0.001 per share ("**Common Stock**"), for an aggregate purchase price of $15,704,829. (the "**Purchase Price**").

NOW, THEREFORE, in consideration of the foregoing recitals, and the following mutual representations, warranties, promises and obligations, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Investor and the Company agree as follows:

1. Definitions.

1.1 Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefor below:

"**Affiliate**" means, with respect to a specified Person, any other Person that controls, is controlled by or is under common control with the applicable Person. As used herein, "controls", "control" and "controlled" means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through the ownership of voting interests of such Person, through Contract or otherwise; provided, that the Company and its Subsidiaries shall not be deemed Affiliates of Investor or its subsidiaries.

"**Agreement**" has the meaning set forth in the Preamble, including all exhibits, schedules and appendices attached hereto.

"**Beneficially Own**" and words of similar import have the meaning assigned to such terms pursuant to Rule 13d-3 under the Exchange Act.

"**Business Day**" means a day on which commercial banking institutions in New York, New York are open for business.

"**Confidential Information**" means, with respect to a Party, all confidential and proprietary information regardless of whether any such information is marked "confidential" or "proprietary" or communicated to the other Party by or on behalf of the disclosing Party in oral, written, visual, graphic, or electronic form.

"**Contract**" means, with respect to any Person, any written or oral contracts, agreements, deeds, mortgages, indentures, bonds, loans, leases, subleases, licenses, sublicenses, statements of

work, instruments, notes, commitments, commissions, undertakings, arrangements and understandings to which such Person is a party or by which any of its properties or assets are subject.

"**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options, warrants, restricted stock units, deferred stock units or performance-based stock units.

"**Disposition**" or "**Dispose of**" means (a) pledge, sale, contract to sell, sale of any option or Contract to purchase, purchase of any option or Contract to sell, grant of any option, right or warrant for the sale of, or other disposition of or transfer of any shares of Common Stock, or any Derivative Securities, including, without limitation, any "short sale" or similar arrangement, or (b) swap, hedge, derivative instrument or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of shares of Common Stock, whether any such swap or transaction is to be settled by delivery of securities, in cash or otherwise.

"**EW Investors**" means EW Healthcare Partners, L.P. and EW Healthcare Partners-A, L.P

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Governmental Authority**" means any applicable government authority, court, tribunal, arbitrator, agency, department, legislative body, commission or other instrumentality of (a) any government of any country or territory, (b) any nation, state, province, county, city or other political subdivision thereof or (c) any supranational body.

"**Law**" or "**Laws**" means all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority.

"**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company.

"**Material Contract**" means all Contracts that are required to be filed as exhibits by the Company with the SEC pursuant to Items 601(b)(4) and 601(b)(10) of Regulation S-K promulgated by the SEC.

"**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

"**Organizational Documents**" means (a) the Certificate of Incorporation of the Company, as amended and restated from time to time and as in effect as of the date of this Agreement, and (b) the By-laws of the Company, as amended and restated from time to time and as in effect as of the date of this Agreement.

"**Party**" means the Company or Investor.

"**Permitted Transferee**" means an Affiliate of Investor; provided, however, that no such Person shall be deemed a Permitted Transferee for any purpose under this Agreement unless: (a) the Permitted Transferee, prior to or simultaneously with any Disposition, shall have agreed in writing to be subject to and bound by all restrictions and obligations set forth in this Agreement (including the lock-up restrictions set forth in Section 6.5) as though it were Investor hereunder, and (b) Investor acknowledges that it continues to be bound by all restrictions and obligations set forth in this Agreement.

"**Person**" means any individual, partnership, limited liability company, firm, corporation, trust, unincorporated organization, government or any department or agency thereof or other entity.

"**Prospectus**" means the prospectus (including any preliminary, final or summary prospectus) included in any Registration Statement, all amendments and supplements to such prospectus and all other material incorporated by reference in such prospectus.

"**Register**," "**Registered**" and "**Registration**" means a registration effected by preparing and filing (a) a Registration Statement in compliance with the Securities Act (and any post-effective amendments filed or required to be filed) and the declaration or ordering of effectiveness of such Registration Statement, or (b) a Prospectus and/or Prospectus supplement in respect of an appropriate effective Registration Statement.

"**Registrable Securities**" means the Shares; provided, that any Shares will cease to be Registrable Securities when such Shares (A) have been sold or otherwise Disposed of or (B) may be sold under Rule 144 without regard to volume restrictions.

"**Registration Statement**" means a registration statement of the Company that covers the resale of any Registrable Securities pursuant to the provisions of Appendix 1 filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, financial information and all other material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"**Rule 144"** means Rule 144 under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Subsidiary**" means any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by the Company or (b) with respect to which the Company possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of such Person.

"**Tax**" or "**Taxes**" shall mean all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, duties, intangibles, franchise, backup withholding, value-added, and other taxes imposed by a Governmental Authority, together with all interest, penalties and additions to tax imposed with respect thereto.

"**Third Party**" means any Person other than Investor, the Company, or any Affiliate of Investor or the Company.

"**Transactions**" means the issuance of the Shares by the Company, and the acquisition of the Shares by Investor, in accordance with the terms hereof, and any other transactions contemplated by this Agreement.

"**Transaction Agreements**" means this Agreement and the Voting Agreement.

"**Underwriter**" means, with respect to any Underwritten Offering, a securities dealer who purchases any Registrable Securities as a principal in connection with a distribution of such Registrable Securities.

"**Underwritten Offering**" means a public offering of securities Registered under the Securities Act in which an Underwriter participates in the distribution of such securities, including on a firm commitment basis for reoffer and resale to the public, including any such offering that is a "bought deal" or a block trade.

"**Voting Agreement**" means the Voting and Investor Rights Agreement to be entered into among the Company, Investor and the EW Investors, substantially in the form attached hereto as Exhibit A.

2. Purchase and Sale of Common Stock. Subject to the terms and conditions of this Agreement, at the Closing, the Company shall issue and sell to Investor and Investor shall acquire from the Company the Shares for the Purchase Price, which shall be paid in cash.

3. Closing Date; Deliveries.

3.1 Closing Date. The closing of the acquisition and issuance of the Shares hereunder (the "**Closing**") shall be held by electronic exchange of signature pages and Shares simultaneously with the execution of this Agreement or at such other time and date as the parties may mutually agree in writing. The date the Closing occurs is hereinafter referred to as the "**Closing Date**."

3.2 Deliveries. At the Closing, (a) the Company shall deliver or cause to be delivered to Investor (i) the Shares in book-entry form and (ii) the Voting Agreement, duly executed by the Company and the EW Investors; and (b) Investor shall deliver to the Company (i) the Purchase Price by wire transfer of immediately available funds to an account designated by the Company in writing to Investor, with such designation to be made not less than three (3) Business Days prior to the Closing Date and (ii) the Voting Agreement, duly executed by Investor.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor that the following representations are true and complete as of the date of the Closing, except as otherwise indicated:

4.1 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to enter into this Agreement, to issue the Shares and to perform its obligations under and to carry out the Transactions contemplated by this Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except whether the failure to so qualify or be in good standing would not, individually or in the aggregate, constitute a Material Adverse Effect. The Company is not in violation of, in conflict with, or in default under its Organizational Documents in any material respect. True and correct copies of the Organizational Documents, as in effect on the date of this Agreement, are available for public access via the Securities and Exchange Commission's ("**SEC**") EDGAR system.

4.2 Authorization.

(a) All requisite corporate action on the part of the Company required by applicable Law for the authorization, execution and delivery by the Company of this Agreement and the performance of all obligations of the Company hereunder and thereunder, including the authorization, issuance and delivery of the Shares, has been taken.

(b) This Agreement has been duly executed and delivered by the Company, and upon the due execution and delivery of this Agreement by Investor, it will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with its terms, except as limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Laws of general application relating to or affecting enforcement of creditors' rights generally; and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies (the exceptions set forth in (i) and (ii), the "**Enforceability Exceptions**").

(c) On or prior to the date hereof, the Board of Directors of the Company has duly adopted resolutions authorizing and approving each of the Transaction Agreements and the Transactions.

4.3 No Conflicts. Except as set forth in a written notice provided by the Company to Investor prior to the execution of this Agreement and referencing this Section 4.3, the execution, delivery and performance of this Agreement, and compliance with the provisions hereof, and the issuance of the Shares by the Company do not and shall not: (a) subject to receipt of the Required Approvals (as defined below), violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority to which the Company is subject, (b) result in any encumbrance upon any of the Shares, other than restrictions on resale pursuant to securities laws or as set forth in this Agreement, (c) result in a

default, modification, acceleration of payment or termination under, give any Person a right of termination or cancellation under, result in the loss of a benefit or imposition of any obligation under, any Material Contract, or (d) violate or conflict with any of the provisions of the Organizational Documents, except, in the case of subsections (a) and (c) as would not, individually or in the aggregate, constitute a Material Adverse Effect.

4.4 No Approval. No consent, approval, authorization or other order of, or filing with, or notice to, any Governmental Authority is required to be obtained or made by the Company or any of its Subsidiaries in connection with the authorization, execution and delivery by the Company of this Agreement or with the authorization, issuance and sale by the Company of the Shares, or the consummation of the Transactions, except (a) such filings as may be required to be made with the SEC and with any state blue sky or securities regulatory authority, which filings shall be made in a timely manner in accordance with all applicable Laws; (b) such filings as may be required to be made with The Nasdaq Stock Market LLC ("**Nasdaq**"); and (c) those that have been made or obtained prior to the date of this Agreement (the items referred to in clauses (a) through (c), the "**Required Approvals**").

4.5 Valid Issuance of Shares. When issued, sold and delivered in accordance with the terms hereof, the Shares will be duly authorized, validly issued, fully paid and nonassessable, free from any liens, encumbrances or restrictions on transfer, including preemptive rights, rights of first refusal, purchase option, call option, subscription right or other similar rights, other than as arising pursuant to this Agreement, as a result of any action by Investor or under federal or state securities Laws. Assuming the accuracy of the representations and warranties of Investor in this Agreement and subject to the Required Approvals, the Shares will be issued in compliance with all applicable federal and state securities Laws. As of the date hereof, 15,129,259 shares of Common Stock of the Company are outstanding. In addition, as of the date hereof, 1,542,398 shares of Common Stock of the Company are subject to issuance upon the full conversion, exercise and/or settlement, as applicable, of all Derivative Securities currently outstanding. All outstanding Derivative Securities are described in the Company SEC Reports or have been issued pursuant to a plan, agreement or arrangement described in the Company SEC Reports.

4.6 Company SEC Reports.

(a) The Company has timely filed or furnished, as applicable, all reports, schedules, forms, statements and other documents required to be filed or furnished by it with the SEC pursuant to the reporting requirements of the Exchange Act (all of the foregoing filed prior to the date of this Agreement and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits) incorporated by reference therein, collectively, the "**Company SEC Reports**"), each of which complied at the time of filing in all material respects with all applicable requirements of the Securities Act and the Exchange Act, as applicable, in each case as in effect on the dates such forms, reports and documents were filed. As of its respective date, and if amended, as of the date of the last such amendment, no Company SEC Report, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of

the circumstances under which they were made, not misleading. All Material Contracts to which the Company or any Subsidiary is a party, or to which the property or assets of the Company or any Subsidiary are subject, that are required to be included as part of or specifically identified in the Company SEC Reports, are so included or specifically identified. True and complete copies of the Company SEC Reports are available for public access via the SEC's EDGAR system.

(b) As of their respective dates, the consolidated financial statements included or incorporated in the most recent Company SEC Reports (the "**Financial Statements**"), and the related notes, complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. The Financial Statements and the related notes have been prepared in accordance with accounting principles generally accepted in the United States, consistently applied, during the periods involved (except (i) as may be otherwise indicated in the Financial Statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes, may be condensed or summary statements or may conform to the SEC's rules and instructions for Quarterly Reports on Form 10-Q) and fairly present in all material respects the consolidated financial position and the results of the operations of the Company and its Subsidiaries, retained earnings (loss), and cash flows, as the case may be, for the periods then ended (subject, in the case of unaudited statements, to normal and recurring year-end audit adjustments).

(c) The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the Exchange Act) that (i) are designed to ensure that material information relating to the Company, including each consolidated Subsidiary, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii) have been evaluated by management of the Company for effectiveness as of the end of the Company's most recent fiscal quarter; and (iii) are effective in all material respects to perform the functions for which they were established. Since the end of the Company's most recent audited fiscal year, there have been no significant deficiencies or material weaknesses in the Company's internal control over financial reporting (whether or not remediated) and no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

4.7 The Company has conducted an assessment, and to the best of its knowledge, the Company and its U.S. subsidiaries (i) do not, individually or collectively, produce, design, test, manufacture, fabricate, or develop any critical technologies as that term is defined in 31 C.F.R. § 800.215; (ii) do not, individually or collectively, perform the functions as set forth in column 2 of appendix A to 31 C.F.R. Part 800 with respect to covered investment critical infrastructure, as that term is defined in 31 C.F.R. § 800.212; and (iii) do not, individually or collectively, maintain or collect sensitive personal data and have no demonstrated business objective to do so in the future, as described in 31 C.F.R. § 800.241, and, therefore, neither the Company nor any of its U.S. subsidiaries is a "TID U.S. business" as defined in 31 C.F.R. § 800.248.

5. Representations and Warranties of Investor. Investor hereby represents and warrants to the Company as of the date hereof as follows:

5.1 Organization. Investor is a corporation duly organized, validly existing and in good standing under the laws of the Cayman Islands. Investor has all requisite power and authority to enter into this Agreement, to purchase the Shares and to perform its obligations under and to carry out the Transactions.

5.2 Authorization.

(a) All requisite corporate action on the part of Investor, required by applicable Law for the authorization, execution and delivery by Investor of this Agreement and the performance of all of its obligations hereunder, including the acquisition of the Shares, has been taken.

(b) This Agreement has been duly executed and delivered by Investor, and upon the due execution and delivery thereof by the Company, will constitute valid and legally binding obligations of Investor, enforceable against Investor in accordance with its terms, except as limited by the Enforceability Exceptions.

(c) On or prior to the date hereof, the Board of Directors of Investor has duly adopted resolutions authorizing and approving each of the Transaction Agreements and the Transactions.

5.3 No Conflicts. The execution, delivery and performance of this Agreement and compliance with the provisions thereof, by Investor do not and shall not: (a) violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, or (b) violate or conflict with any of the provisions of Investor's organizational documents (including any articles or memoranda of organization or association, charter, by-laws or similar documents), except as would not materially impair or affect in a material adverse manner the ability of Investor to consummate the Transactions and perform its obligations under this Agreement.

5.4 No Approval. No consent, approval, authorization or other order of any Governmental Authority is required to be obtained by Investor in connection with the authorization, execution and delivery of this Agreement or with the subscription for and purchase of the Shares.

5.5 Acquisition Entirely for Own Account. The Shares shall be acquired for investment for Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Investor has no present intention of selling, granting any participation or otherwise distributing the Shares. Investor does not have any Contract, undertaking or arrangement with any Person to sell, transfer or grant participation to a Person any of the Shares.

5.6 Investment Experience and Accredited Investor Status. Investor is an "accredited investor" (as defined in Regulation D under the Securities Act). Investor has conducted its own due diligence on the Company to its satisfaction and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares to be purchased hereunder. Investor and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares that have been requested by Investor. Investor and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Investor understands that its investment in the Shares involves a high degree of risk. Investor has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares.

5.7 Restricted Securities. Investor understands that the Shares, when issued, will be "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws the Shares may be resold without registration under the Securities Act only in certain limited circumstances. Investor represents that it is familiar with Rule 144.

5.8 Legends. In addition to any other legend required by Law or this Agreement, the book-entry or certificated form of the Shares shall bear any legend required by the "blue sky" laws of any state and a restrictive legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

5.9 Acquiring Person. As of the date of this Agreement and immediately prior to the Closing, neither Investor nor any of its controlled Affiliates (excluding directors and officers of Investor who may hold securities of the Company for their personal account) Beneficially Owns, or will Beneficially Own any securities of the Company.

5.10 No General Solicitation. Investor is not acquiring the Shares as a result of (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet, in each case, relating to the Company, or (b) any seminar or meeting whose attendees, including Investor, have been invited by any general solicitation or general advertising related to the Company.

5.11 Foreign Investor. If Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Investor hereby

represents that it has satisfied itself as to the full observance of the Laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Shares, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. Investor's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities Laws or other Laws of Investor's jurisdiction.

6. Covenants.

6.1 Reasonable Best Efforts. Subject to the terms and conditions set forth in this Agreement, each party hereto shall use its reasonable best efforts to do or cause to be done all things necessary or appropriate to satisfy the conditions to the Closing and to consummate the Transactions as promptly as practicable. Without limiting the generality of the foregoing, the Company and Investor shall use their respective reasonable best efforts to cause the Closing to occur. Each of the Company and Investor shall not, and shall not permit any of their respective Affiliates to, take any action that would, or that would reasonably be expected to, result in any of the conditions set forth in Section 7 or Section 8 not being satisfied.

6.2 Registration Rights. The Company hereby agrees to grant Investor the registration rights set forth on Appendix 1 attached hereto, which is hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6.3 Participation Rights. For so long as Investor owns a number of Shares equal to at least 75% of the Shares it purchases on the Closing Date (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), if the Company proposes to offer or sell any New Securities (a "**Subsequent Financing**"), the Company shall first offer such New Securities to Investor as follows:

(a) The Company shall give notice (the "**Offer Notice**") to Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to and received by the Company within five (5) Business Days after the date the Offer Notice is given (the "**Notice Termination Time**"), Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by Investor bears to the total Common Stock of the Company then outstanding, assuming full conversion and/or exercise, as applicable, of all Derivative Securities then outstanding. If the Company receives no such notice from Investor as of such Notice Termination Time, Investor shall be deemed to have notified the Company that it does not elect to participate in such Subsequent Financing. The closing of any sale pursuant to this Section 6.3(b) shall occur within the later of 90 days of the date that the Offer Notice is given and the date of the initial sale of New Securities pursuant to Section 6.3(c).

(c) The Company may, during the 90 day period following the expiration of the periods provided in Section 6.3(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice.

(d) The right of first offer in this Section 6.3 shall not be applicable to:

(i) shares of Common Stock or Derivative Securities issued in connection with any merger, acquisition, or business combination;

(ii) shares of Common Stock or Derivative Securities issued in connection with any commercial transaction approved by the Board of Directors of the Company;

(iii) shares of Common Stock or Derivative Securities issued as a dividend, stock split, reverse stock split, split-up or other distribution on shares of Common Stock;

(iv) shares of Common Stock or Derivative Securities issued to employees or directors of, or consultants or advisors or contractors to, the Company or any of its Subsidiaries pursuant to a plan, agreement or arrangement approved by the Company's Board of Directors or the compensation committee of the Board of Directors, including inducement awards issued pursuant to applicable Nasdaq rules;

(v) shares of Common Stock or Derivative Securities actually issued upon the exercise, conversion, exchange or settlement of Derivative Securities, provided such issuance is pursuant to the terms of such Derivative Security;

(vi) shares of Common Stock or Derivative Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Company;

(vii) shares of Common Stock issued pursuant to at-the-market or equity line of credit programs, including pursuant to that certain Controlled Equity Offering℠ Sales Agreement, dated August 5, 2020, by and between the Company and Cantor Fitzgerald & Co., as may be amended from time to time; and

(viii) shares of Common Stock issued pursuant to an employee stock purchase plan, including the Company's 2019 Employee Stock Purchase Plan, as may be amended from time to time.

(e) The rights and obligations set forth in this Section 6.3 shall automatically terminate and be of no further force and effect immediately upon Investor owning a number of Shares equal to less 75% of the Shares it purchases on the Closing Date (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

6.4 Facilitation of Sales Pursuant to Rule 144. For as long as Investor or its Affiliates Beneficially Owns any Shares, to the extent it shall be required to do so under the Exchange Act, the Company shall use reasonable efforts to timely file the reports required to be

filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and shall use reasonable efforts to take such further necessary action as Investor may reasonably request in connection with the removal of any restrictive legend on the Shares being sold, all to the extent required from time to time to enable such holder to sell the Shares without registration under the Securities Act within the limitations of the exemption provided by Rule 144. Notwithstanding the foregoing, the Company shall not have any obligations pursuant to this section during any time when a Registration Statement covering the Shares is effective.

6.5 Lock-Up. Neither Investor nor any Affiliate or subsidiary thereof shall, from the date hereof and ending at 10:00 pm (New York City time) on the first anniversary of the date hereof, Dispose of any of the Shares or any other equity interests of the Company; provided, however, Investor may at any time transfer Shares (A) to any Permitted Transferee; or (B) to give effect to any acquisition, sale or merger involving a majority of the assets, properties or equity securities of the Company that has been recommended or approved by the Company's Board of Directors. In furtherance of the provisions of this Section 6.5, the book-entry or certificated form of the Shares may bear the restrictive legend substantially in the following form:

THESE SECURITES MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF THAT CERTAIN SHARE PURCHASE AGREEMENT, DATED DECEMBER 31, 2020, BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SECURITIES.

6.6 Information Rights. For so long as Investor owns any of the Shares it purchases on the Closing Date, the Company will furnish to Investor (i) as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public report filed by the Company with the SEC or any securities exchange; and (iii) as soon as available, copies of any report or communication of the Company furnished or made available generally to holders of its capital stock; provided, however, that the requirements of this Section 6.6 shall be satisfied to the extent that such reports, statement, communications, financial statements or other documents are available on the SEC's EDGAR system.

7. Conditions to the Company's Obligations. The obligations of the Company under Section 2 hereof are subject to the fulfillment prior to or on the Closing Date of all of the following conditions, any of which may be waived in whole or in part by the Company.

7.1 Representations and Warranties. The representations and warranties of Investor contained in this Agreement shall be true and correct in all respects on and as of the Closing Date.

7.2 Performance. Investor shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with it on or before the Closing.

7.3 Voting Agreement. Each of the Company, Investor, and the EW Investors shall have executed and delivered the Voting Agreement, and the Voting Agreement shall not have been terminated and shall remain effective in accordance with its terms.

7.4 No Stockholder Approval Required. No approval on the part of the stockholders of the Company shall be required in connection with the execution and delivery by the Company of this Agreement and the consummation of the Transactions.

7.5 Qualification Under State Securities Laws. All registrations, qualifications, permits and approvals, if any, required to be obtained prior to the Closing under applicable state securities laws shall have been obtained for the lawful execution, delivery and performance of this Agreement or the other Transaction Agreements, including, without limitation, the offer and sale of the Shares.

7.6 Absence of Litigation. No proceeding challenging the Transaction Agreements or the Transactions, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted by any Governmental Authority.

8. Conditions to Investor's Obligations. The obligations of Investor under Section 2 hereof are subject to the fulfillment prior to or on the Closing Date of all of the following conditions, any of which may be waived in whole or in part by Investor.

8.1 Representations and Warranties. The representations and warranties of the Company contained in this Agreement shall be true and correct in all respects on and as of the Closing Date.

8.2 Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with it on or before the Closing.

8.3 Voting Agreement. Each of the Company, Investor, and the EW Investors shall have executed and delivered the Voting Agreement, and the Voting Agreement shall not have been terminated and shall remain effective in accordance with its terms.

8.4 No Stockholder Approval Required. No approval on the part of the stockholders of the Company shall be required in connection with the execution and delivery by the Company of this Agreement and the consummation of the Transactions.

8.5 Qualification Under State Securities Laws. All registrations, qualifications, permits and approvals, if any, required to be obtained prior to the Closing under applicable state securities laws shall have been obtained for the lawful execution, delivery and performance of this

Agreement or the other Transaction Agreements, including, without limitation, the offer and sale of the Shares.

8.6 Absence of Litigation. No proceeding challenging the Transaction Agreements or the Transactions, or seeking to prohibit, alter, prevent or materially delay the Closing, shall have been instituted by any Governmental Authority.

8.7 Appointment of Investor Board Designee. The Company shall have appointed Ye Liu to the Board of Directors of the Company in accordance with the terms of the Voting Agreement.

9. Survival. The representations and warranties contained in this Agreement shall survive the Closing of the Transactions until the date that is two years following the date of this Agreement. The covenants and agreements contained in this Agreement shall survive the Closing of the Transactions. The rights and remedies that may be exercised by Investor shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, Investor or its representatives.

10. Confidentiality

10.1 Nondisclosure

. Each Party agrees that a Party (the "**Receiving Party**") which receives the Confidential Information of the other Party (the "**Disclosing Party**") pursuant to this Agreement shall: (a) maintain in confidence such Confidential Information using not less than the efforts that such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts; (b) not disclose such Confidential Information to any Third Party without first obtaining the prior written consent of the Disclosing Party, except for disclosures expressly permitted pursuant to this Section 10; and (c) not use such Confidential Information for any purpose except those permitted under this Agreement. The obligations of confidentiality, non-disclosure, and non-use under this Section 10.1 shall be in full force and effect from the execution of this Agreement until the date that is the one year anniversary of expiration or termination of the rights and obligations set forth in Section 6.3 and Appendix 1 of this Agreement and upon expiration of the Voting Agreement, whichever is the last to expire and/or terminate.

10.2 Exceptions

. Section 10.1 shall not apply with respect to any portion of the Confidential Information of the Disclosing Party to the extent that such Confidential Information:

(a) was known to the Receiving Party or any of its Affiliates, as evidenced by written records, without any obligation to keep it confidential or any restriction on its use, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without any obligation to keep it confidential or any restriction on its use;

(c) is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, without any breach by the Receiving Party of its obligations hereunder; or

(d) is independently developed by or for the Receiving Party or any of its Affiliates, as evidenced by written records, without reference to or reliance upon the Disclosing Party's Confidential Information.

10.3 Authorized Disclosure

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(a) Disclosure. Notwithstanding Section 10.1, the Receiving Party may disclose Confidential Information belonging to the Disclosing Party in the following instances:

(i) subject to Section 10.5, to comply with applicable Laws (including the rules and regulations of the SEC or any national securities exchange in any applicable jurisdiction) (collectively, the "**Securities Regulators**") or with judicial process (including prosecution or defense of litigation) if, in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance or for such judicial process (including prosecution or defense of litigation); and

(ii) disclosure to its advisors (including attorneys and accountants) in connection with activities under this Agreement; provided, that, prior to any such disclosure, each such disclosee is bound by written obligations of confidentiality, non-disclosure, and non-use no less restrictive than the obligations set forth in this Section 10 (provided, however, that in the case of legal advisors, no written agreement shall be required), to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; provided, however, that, in each of the above situations in this Section 10.3(a)(ii), the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 10.3(a)(ii) to treat such Confidential Information as required under this Section 10.

(b) Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 10.3, such disclosure shall not cause any such information to cease to be Confidential Information, except to the extent that such disclosure results in a public disclosure of such information other than by breach of this Agreement.

10.4 Terms of this Agreement

. The Parties agree that this Agreement and the terms hereof shall be deemed to be Confidential Information of both Parties (with each Party being the Receiving Party of such Confidential Information), and each Party agrees not to disclose this

Agreement or any terms hereof without obtaining the prior written consent of the other Party; provided, that each Party may disclose this Agreement or any terms hereof in accordance with the provisions of Section 10.2, Section 10.3 or Section 10.5, as applicable.

10.5 Securities Filings; Disclosure under Applicable Law

. Each Party acknowledges and agrees that the other Party may submit this Agreement to, or publicly file this Agreement with, the Securities Regulators or to other Persons as may be required by applicable Law.

10.6 Publicity

. The Parties shall mutually agree to a press release or public announcement regarding this Agreement and the terms hereof, such press release or public announcement to be issued promptly after the Closing, or as otherwise agreed by the Parties.

11. Miscellaneous.

11.1 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Delaware, without regard to its conflicts of laws rules. Each Party (a) irrevocably submits to the exclusive jurisdiction in the state court sitting in Delaware (collectively, the "**Courts**"), for purposes of any action, suit or other proceeding arising out of this Agreement, and (b) agrees not to raise any objection at any time to the laying or maintaining of the venue of any such action, suit or proceeding in any of the Courts, irrevocably waives any claim that such action, suit or other proceeding has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such action, suit or other proceeding, that such Court does not have any jurisdiction over such Party. Either Party may serve any process required by such Courts by way of notice under this Agreement.

11.2 No Waiver, Modifications. It is agreed that no waiver by a party hereto of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent or similar breach or default. The failure of either party to insist on the performance of any obligation hereunder shall not be deemed a waiver of any such obligation. No amendment, modification, waiver, release or discharge to this Agreement shall be binding upon the parties unless in writing and duly executed by authorized representatives of both parties.

11.3 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address specified in this Section 11.3 and shall be: (a) delivered personally; (b) sent by registered or certified mail, return receipt requested, postage prepaid; (c) sent via a reputable nationwide overnight courier service; or (d) sent by facsimile, email or other electronic transmission. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service, or when transmitted with confirmation of receipt, if transmitted by facsimile, email or other electronic transmission (if such transmission is on a Business Day; otherwise, on the next Business Day following such transmission).

Notices to the Company shall be addressed to:

EyePoint Pharmaceuticals, Inc.
480 Pleasant Street, Suite B300
Watertown, MA 02472
Attention: Ron Honig, Esq.
Facsimile: (617) 926-5050
Email: rhonig@eyepointpharma.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
1735 Market Street, Floor 23
Philadelphia, PA 19103
Attention: Steven J. Abrams, Esq.
Telephone: (267) 675-4671
Email: steve.abrams@hoganlovells.com

Notices to Investor shall be addressed to:

Ocumension Therapeutics
502-1 Want Want Plaza
No. 211 Shimen Yi Road
Jing'an District, Shanghai
People's Republic of China
Attn: Ye Liu
Email: ye.liu@ocumension.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
Attn: Mengyu Lu
Email: mengyu.lu@sidley.com
Attn: Frank Rahmani
Email: frahmani@sidley.com

Either Party may change its address by giving notice to the other Party in the manner provided above.

11.4 Entire Agreement. This Agreement (including all exhibits, schedules and appendices attached hereto), the Voting Agreement and that certain Mutual Non-Disclosure Agreement, dated December 23, 2020, between the Parties contain the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements or understandings, whether written or oral, with respect hereto and thereto.

11.5 Headings; Nouns and Pronouns; Section References. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa. References in this Agreement to a section or subsection shall be deemed to refer to a section or subsection of this Agreement unless otherwise expressly stated.

11.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall negotiate in good faith a substitute legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as possible and as reasonably acceptable to the parties.

11.7 Assignment. Except for an assignment by Investor of this Agreement or any rights hereunder to a Permitted Transferee (which assignment will not relieve Investor of any obligation hereunder), neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Investor or the Company without (a) the prior written consent of Company in the case of any assignment by Investor or (b) the prior written consent of Investor in the case of an assignment by the Company.

11.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such executed signature page shall create a valid and binding obligation of the party executing it (or on whose behalf such signature page is executed) with the same force and effect as if such executed signature page were an original thereof.

11.10 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party, including any creditor of any party hereto. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any party hereto.

11.11 No Strict Construction. This Agreement has been prepared jointly and will not be construed against either party. No presumption as to construction of this Agreement shall apply against either party with respect to any ambiguity in the wording of any provision(s) of this

Agreement irrespective of which party may be deemed to have authored the ambiguous provision(s).

11.12 Remedies. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other Contract or Law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof. The parties hereby acknowledge and agree that the rights of the parties hereunder are special, unique and of extraordinary character, and that if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, such refusal or failure would result in irreparable injury to the Company or Investor as the case may be, the exact amount of which would be difficult to ascertain or estimate and the remedies at law for which would not be reasonable or adequate compensation. Accordingly, if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, then, in addition to any other remedy which may be available to any damaged party at law or in equity, such damaged party will be entitled to seek specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual or threatened damages, which remedy such damaged party will be entitled to seek in any court of competent jurisdiction.

11.13 Expenses. Each party shall pay its own fees and expenses in connection with the preparation, negotiation, execution, delivery and performance of the Transaction Agreements.

[*Signature Page Follows*]

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

EyePoint Pharmaceuticals, Inc.

By: /s/ Nancy Lurker
Name:Nancy Lurker
Title:President & CEO

Ocumension Therapeutics

By: /s/ Ye Liu
Name:Ye Liu
Title:CEO

APPENDIX 1

REGISTRATION RIGHTS

1. Resale Registration.

1.1 No later than 45 days following the Closing Date, the Company will file a Registration Statement registering for resale the Registrable Securities under the Securities Act. The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective under the Securities Act within 120 days following the Closing Date. Until the earlier of such time as (i) all Registrable Securities cease to be Registrable Securities or (ii) the Company is no longer eligible to maintain a Registration Statement, the Company shall use commercially reasonable efforts to keep current and effective such Registration Statement and file such supplements or amendments to such Registration Statement (or file a new Registration Statement when such preceding Registration Statement expires pursuant to the rules of the SEC) as may be necessary or appropriate in order to keep such Registration Statement continuously effective and useable for the resale of Registrable Securities under the Securities Act.

1.2 If the filing, initial effectiveness or continued use of the Registration Statement at any time would require the Company to make a public disclosure of material non-public information that the Company has a bona fide business purpose for not disclosing publicly at such time, the Company may, upon giving prompt written notice of such action to Investor, delay the filing or initial effectiveness of, or suspend use of, the Registration Statement (a "**Suspension**"); provided, however, that the Company shall not be permitted to exercise a Suspension more than once during any twelve (12) month period for a period not to exceed sixty (60) days. In the case of a Suspension, Investor shall suspend use of the applicable Prospectus in connection with any sale or offer to sell Shares upon receipt of the notice referred to above. The Company shall promptly notify Investor in writing upon the termination of any Suspension, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement of a material fact or omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading and furnish to Investor such numbers of copies of the Prospectus as so amended or supplemented as Investor may reasonably request. The Company shall, if necessary, supplement or amend the Registration Statement, if required by law or as may reasonably be requested by Investor.

2. Information. The Company may require and Investor shall furnish to the Company such information regarding the distribution of the Shares and such other information relating to Investor and its ownership of Shares as the Company may from time to time reasonably request in writing to the extent that such information is required to be included in the Registration Statement.

3. Expenses. Subject to Section 11.13 of the Agreement, all expenses incident to the Company's performance of or compliance with this Appendix 1 shall be paid by the Company, including (a) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or Financial Industry Regulatory Authority, (b) all fees and

expenses in connection with compliance with any securities or "Blue Sky" laws, (c) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Shares in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses), (d) all fees and disbursements of counsel for the Company and of all independent certified public accountants or independent auditors of the Company and any of its Subsidiaries (including the expenses of any special audit and comfort letters required by or incident to such performance), (e) Securities Act liability insurance or similar insurance if the Company so desires, (f) all fees and expenses incurred in connection with the listing of the Shares on any securities exchange or quotation of the Shares on any inter-dealer quotation system, (g) all fees and expenses of any special experts or other Persons retained by the Company in connection with any registration, and (h) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties). For the avoidance of doubt, the Company shall not be required to pay any underwriting discounts and commissions and transfer Taxes, if any, attributable to the sale of the Shares.

4. Notice. The Company shall notify Investor promptly upon (a) any request by the SEC or any other federal or state Governmental Authority for amendments or supplements to a Registration Statement or for additional information that pertains to Investor as a selling stockholder; (b) the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or any order by the SEC or any other regulatory authority preventing or suspending the use of any Prospectus or the initiation or threatening of any proceedings for such purposes, (c) receipt by the Company of any notification with respect to the suspension of the qualification of the Shares for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, or (d) the Company becoming aware that the Registration Statement or the related Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus, in light of the circumstances under which they were made) not misleading.

5. Indemnification.

5.1 To the extent permitted by Law, the Company will indemnify and hold harmless Investor, its officers, directors, agents, partners, members, stockholders and employees, as applicable, and each Person who controls Investor (within the meaning of the Securities Act or the Exchange Act), and the officers, directors, agents, partners, members, stockholders and employees of each such controlling Person, from and against any and all losses, claims, liabilities, damages, deficiencies, assessments, fines, judgments, fees, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees) and expenses (collectively "**Losses**") (joint or several), as incurred, to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such Losses (or actions in respect thereof) arise out of, relate to, or are based upon any of the following statements, omissions or violations (collectively a "**Violation**") by the Company: (a) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or incorporated by reference therein, including any Prospectus contained therein or any amendments or supplements thereto, (b) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (c) any violation or alleged violation

by the Company of the Securities Act, the Exchange Act, any state securities Law, or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities Law in connection with the Registration Statement; and the Company will reimburse each such indemnified party for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or action if it is judicially determined that there was such an Investor Violation; provided however, that the indemnity agreement contained in this Section 5.1 will not apply to amounts paid in settlement of any such Loss or action if such settlement is effected without the Company's written consent, nor will the Company be liable in any such case for any such Loss to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished by Investor and stated to be expressly for use in connection with the Registration Statement or an applicable Prospectus.

5.2 To the extent permitted by Law, Investor will indemnify and hold harmless the Company and each of its directors and its officers against any Losses (joint or several) to which the Company or any such director, officer, controlling Person, Underwriter or other Third Party who may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such Losses (or actions in respect thereto) arise out of or are based upon any of the following statements: (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or any other document incorporated reference therein, including any preliminary Prospectus or final Prospectus contained therein or any amendments or supplements thereto, or (b) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading (collectively, a "**Investor Violation**"), in each case to the extent (and only to the extent) that such Investor Violation occurs in reliance upon and in conformity with written information furnished by Investor to the Company; and Investor will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person, Underwriter or other Third Party in connection with investigating or defending any such Loss or action if it is judicially determined that there was such an Investor Violation; provided, however, that the indemnity agreement contained in this Section 5.2 will not apply to amounts paid in settlement of any such Loss or action if such settlement is effected without Investor's written consent; provided, further that the obligations of Investor hereunder shall be limited to an amount equal to the net proceeds it receives in such Registration.

5.3 Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 5, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party will have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party will have the right to retain its own counsel (one counsel only), with the reasonable fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel

in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action will relieve such indemnifying party of any liability to the indemnified party under this Section 5 to the extent, and only to the extent, prejudicial to its ability to defend such action, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 5.

5.4 If the indemnification provided for in this Section 5 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will to the extent permitted by applicable Law contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other, in connection with the Violation(s) or Investor Violation(s), as applicable, that resulted in such Loss, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party will be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that the obligations of Investor hereunder shall be limited to an amount equal to the net proceeds it receives in such Registration; and provided, further, that no Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act, shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

5.5 The obligations of the Company and Investor under this Section 5 will survive termination of this Agreement and the expiration or withdrawal of the Registration Statement. No indemnifying party, in the defense of any such claim or litigation, will, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

[*Remainder of page intentionally left blank*]

EXHIBIT A

FORM OF VOTING AGREEMENT

Exhibit 10.2

Execution Version

VOTING AND INVESTOR RIGHTS AGREEMENT

This Voting and Investor Rights Agreement (this "Agreement") is entered into as of December 31, 2020, by and among EyePoint Pharmaceuticals, Inc., a Delaware corporation (the "Company"), Ocumension Therapeutics, incorporated in the Cayman Islands with limited liability ("Investor"), and EW Healthcare Partners, L.P. and EW Healthcare Partners-A, L.P. (collectively, the "EW Investors"). Unless otherwise provided, each capitalized term used and not otherwise defined herein shall have the meaning set forth in Article III.

WHEREAS, pursuant to that certain Share Purchase Agreement, dated as of the date hereof, by and between the Company and Investor (the "Purchase Agreement"), Investor is purchasing shares of the Company's common stock (the "Common Stock"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Company, Investor and the EW Investors desire to set forth certain understandings among the Company, Investor and the EW Investors with respect to certain governance matters.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I
COVENANTS, REPRESENTATIONS AND WARRANTIES

Each party to this Agreement hereby represents and warrants to the other parties to this Agreement and acknowledges that: (a) the execution, delivery and performance of this Agreement have been duly authorized by such party and do not require such party to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any law or regulation applicable to such party or other governing documents or any agreement or instrument to which such party is a party or by which such party is bound; (b) such party has the power and authority to enter into this Agreement and to carry out its obligations hereunder; and (c) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

ARTICLE II
BOARD OF DIRECTORS; OBSERVERS; VOTING

Section 2.1. Investor Designee.

(a) Subject to Nasdaq Listing Rule 5640 (the "Voting Rights Rule"), for so long as Investor holds a number of shares of Common Stock representing at least 75% of the shares of Common Stock purchased under the Purchase Agreement (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), Investor shall be entitled to designate for recommendation by the Governance and Nominating Committee of the Board pursuant to Section 2.1(c) and, upon such recommendation, nomination by the Board, one (1) director from time to time as set forth below (any individual designated by Investor, the "Investor Designee"). Notwithstanding the foregoing, in accordance with the Voting Rights Rule, Investor shall not be entitled to designate any Investor Designee pursuant to this Section 2.1(a) if, at any time, Investor owns a number of shares of Common Stock representing less than 5% of the shares of Common Stock outstanding. Each Investor Designee must be reasonably acceptable to the Governance and Nominating Committee of the Board and the Board. Investor may not assign the rights set forth in this Section 2.1(a) without the prior written consent of the Company. In the event that Nasdaq informs the Company that it is not in compliance with the Voting Rights Rule as a result of Investor's rights under this Section 2.1(a), Investor shall cooperate with the Company to promptly remedy such non-compliance, including relinquishing its right to an Investor Designee hereunder.

(b) Simultaneously with the closing of the transactions contemplated by the Purchase Agreement, that Company shall appoint Ye Liu as the initial Investor Designee (the "Initial Investor Designee") to fill a vacancy on the Board with a term expiring at the Company's next annual meeting of stockholders.

(c) Each Investor Designee, including the Initial Investor Designee, shall comply with the requirements of the charter for, and related guidelines of, the Governance and Nominating Committee of the Board, as well as with the requirements of the Company's Corporate Governance Guidelines.

(d) The Company agrees to take all necessary actions to cause (i) the individual designated in accordance with Section 2.1(a), and subject to the provisions of Section 2.1(c), to be included in the slate of nominees to be elected to the Board at the next annual or special meeting of stockholders of the Company at which directors are to be elected, in accordance with the Company's certificate of incorporation, bylaws and Delaware General Corporation Law, and at each annual or special meeting of stockholders of the Company thereafter at which such director's term expires, and to recommend that the Company's stockholders vote affirmatively for each such nominee and (ii) the individual designated in accordance with Section 2.1(e), and subject to the provisions of Section 2.1(c), to fill the applicable vacancy of the Board, in accordance with the Company's certificate of incorporation, bylaws, Delaware General Corporation Law, all applicable securities laws and Nasdaq rules, regulations and standards.

(e) In the event that a vacancy is created at any time by the death, disability, retirement, resignation or removal of the Investor Designee, the Company shall take at any time and from time to time all necessary action to cause the vacancy created thereby to be filled in accordance with the terms hereof as promptly as practicable by a new Investor Designee designated by Investor to the Board seat that has become vacant.

(f) During the period that an Investor Designee is a director of the Board, such director shall be entitled to the same benefits, including benefits under any director and officer indemnification or insurance policy maintained by the Company, as any other non-employee director of the Board.

(g) For so long as the EW Investors beneficially own at least 10% of the outstanding shares of Common Stock, each EW Investor hereby unconditionally and irrevocably agrees that, at each applicable annual or special meeting of stockholders at which directors are to be elected, and at every adjournment or postponement thereof, and on every action or approval by written consent of the stockholders of the Company or the Board with respect to the election of members of the Board, such EW Investor shall, if a meeting is held, appear at the meeting, in person or by proxy, or otherwise cause all outstanding shares of Common Stock that it beneficially owns (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) (such shares of Common Stock, the "Subject Shares") to be counted as present thereat for purposes of establishing a quorum, and each EW Investor shall (a) vote or consent (or cause to be voted or consented), in person or by proxy, all of its Subject Shares in favor of all of the proposals for the election of directors presented by the Company pursuant to Section 2.1(a) and Section 2.1(d) hereof, (b) other than pursuant to a change of control or business combination transaction in which a majority of the existing directors will no longer continue to serve as directors of the surviving corporation following the consummation of the transaction, vote all of its Subject Shares against any proposal involving the election of directors that is inconsistent with the election of the Investor Director pursuant to Section 2.1(a) and Section 2.1(d) hereof, and (c) take any necessary action in connection therewith. Each of the EW Investors agrees not to, and shall cause its Affiliates not to, enter into any agreement, commitment or arrangement with any Person, the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Section 2.1(g).

Section 2.2. Investor Observer. For so long as Investor has the right to designate an Investor Designee under this Agreement, the Investor Designee shall serve as an observer to the Designated Committees. The Investor and the Company shall enter into a customary board observer agreement providing for, among other things, the treatment of confidential information, indemnification, and reimbursement of expenses, reasonably acceptable to Investor, the Company and the Investor Designee (the "Observer Agreement"). Subject to the Observer Agreement, the Investor Designee shall be entitled to attend and participate, and shall be invited to attend and participate in all meetings of the Designated Committees (whether such meetings are in person, by telephone, or otherwise) in a non-voting capacity. Subject to the Observer Agreement, the Company shall provide the Investor Designee copies of all notices, minutes, consents and other materials that it provides to members of the Designated Committees at the same time and in the same manner as such materials are provided to the members of the Designated Committees. The Investor Designee is a non-voting observer to the Designated Committees and as such, the Company reserves the right to withhold all or part of any information or exclude access to any meeting or portion thereof if the Company reasonably believes that such withholding or exclusion is reasonably necessary to preserve the attorney-client privilege or to avoid conflicts of interest or for other reasons specifically set forth in the Observer Agreement. Investor may not assign the rights set forth in this Section 2.2 without the prior written consent of the Company.

Section 2.3. Committee Representation. Subject to applicable laws and stock exchange regulations, the Investor Designee shall serve on each Committee of the Board other than the Designated Committees for so long as Investor has the right to designate an Investor Designee under this Agreement; provided, however, that Investor Designee shall not serve on a Committee of the Board if such service would present a conflict of interest or potential conflict of interest with the Company.

Section 2.4. Indemnification. The Company hereby acknowledges that the Investor Designee (any such Person, an "Indemnitee") may have certain rights to indemnification, advancement of expenses and/or insurance provided by Investor or one or more of its Affiliates (collectively, the "Fund Indemnitors"). The Company hereby: (a) agrees that the Company and any of its Subsidiaries that provides indemnification shall be the indemnitor of first resort (*i.e.*, its or their obligations to an Indemnitee shall be primary and any obligation of any Fund Indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by an Indemnitee shall be secondary); (b) agrees that it shall be required to advance the full amount of expenses incurred by an Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement or any other agreement between the Company and an Indemnitee, including the Company's indemnification agreement to be entered into between the Company and the Investor Designee on the date hereof (the "Indemnification Agreement"), without regard to any rights an Indemnitee may have against any Fund Indemnitor or its insurers; and (c) irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Subject to the Indemnification Agreement, the Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of an Indemnitee with respect to any claim for which such Indemnitee has sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnitee against the Company.

Section 2.5. Investor Support.

(a) For so long as Investor holds a number of shares of Common Stock representing at least 75% of the shares of Common Stock purchased under the Purchase Agreement (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), Investor agrees that, while this Agreement is in effect, at any meeting of stockholders of the Company, however called, or at any adjournment thereof, or in any other circumstances in which Investor is entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by the Company, Investor shall (a) appear at each such meeting or otherwise cause the shares of Common Stock owned by Investor or its Affiliates (the "Investor Shares") to be counted as present thereat for purposes of calculating a quorum; and (b) vote (or cause to be voted), in person or by proxy, all the Investor Shares (whether acquired heretofore or hereafter) that are beneficially owned by Investor or as to which Investor has, directly or indirectly, the right to vote or direct the voting, (i) in favor of any proposals recommended by the Board for approval; and (ii) against any proposals that the Board

recommends the Company's stockholders vote against; provided, however, that the foregoing shall not apply (i) to any meeting or proposal that is inconsistent with Investor's rights under this Agreement or the Purchase Agreement or (ii) to any meeting or proposal that is inconsistent with the EW Investors' obligations under this Agreement or under the EW Agreements. For the avoidance of doubt, this provision shall not impair, obviate or lessen any of Investor's rights and remedies granted to it, or the Company's obligations, pursuant to this Agreement or the Purchase Agreement, including board designation, participation rights on financings, notice periods, and registration rights.

(b) For so long as the EW Investors hold a number of outstanding shares of Common Stock representing at least 75% of the shares of Common Stock held by the EW Investors on the date hereof (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), each of the EW Investors agrees that, while this Agreement is in effect, at any meeting of stockholders of the Company, however called, or at any adjournment thereof, or in any other circumstances in which either EW Investor is entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by the Company, each EW Investor shall (a) appear at each such meeting or otherwise cause the shares of Common Stock owned by the EW Investors or their respective Affiliates (the "EW Shares") to be counted as present thereat for purposes of calculating a quorum; and (b) vote (or cause to be voted), in person or by proxy, all the EW Shares (whether acquired heretofore or hereafter) that are beneficially owned by either EW Investor or as to which either EW Investor has, directly or indirectly, the right to vote or direct the voting, (i) in favor of any proposals recommended by the Board for approval; and (ii) against any proposals that the Board recommends the Company's stockholders vote against; provided, however, that the foregoing shall not apply (i) to any meeting or proposal that is inconsistent with the EW Investors' obligations under this Agreement, or the EW Agreements or (ii) to any meeting or proposal that is inconsistent with Investor's rights under this Agreement or the Purchase Agreement. For the avoidance of doubt, this provision shall not impair, obviate or lessen any of EW Investor's rights and remedies granted to it, or the Company's obligations, pursuant to the EW Agreements.

ARTICLE III
DEFINITIONS

"Affiliate" means, with respect to a specified Person, any other Person that controls, is controlled by or is under common control with the applicable Person. As used herein, "controls", "control" and "controlled" means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through the ownership of voting interests of such Person, through Contract or otherwise; provided, that the Company and its Subsidiaries shall not be deemed Affiliates of Investor or its Subsidiaries.

"Board" means the board of directors of the Company.

"Business Day" means a day on which commercial banking institutions in New York, New York are open for business.

"Contract" means, with respect to any Person, any written or oral contracts, agreements, deeds, mortgages, indentures, bonds, loans, leases, subleases, licenses, sublicenses, statements of work, instruments, notes, commitments, commissions, undertakings, arrangements and understandings to which such Person is a party or by which any of its properties or assets are subject.

"Designated Committees" means the Governance and Nominating Committee of the Board, the Audit Committee of the Board, and the Compensation Committee of the Board.

"EW Agreements" means (i) that certain Securities Purchase Agreement, dated as of March 28, 2018, by and among the Company and the EW Investors; (ii) that certain Second Securities Purchase Agreement, dated as of March 28, 2018, by and among the Company and the EW Investors and each other person identified on the signature pages thereto, in each case, as in effect on the date hereof; (iii) that certain Registration Rights Agreement, dated as of March 28, 2018, by and among the Company and the EW Investors; (iv) that certain Second Registration Rights Agreement, dated as of June 25, 2018, by and among the Company and the EW Investors and each other person identified on the signature pages thereto; and (v) that certain Board Observer Agreement, dated May 7, 2018, by and among the Company and the EW Investors.

"Person" means any individual, partnership, limited liability company, firm, corporation, trust, unincorporated organization, government or any department or agency thereof or other entity.

"Subsidiary" means any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by the Company or (b) with respect to which the Company possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of such Person.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Freedom to Pursue Opportunities. The Company acknowledges and understands that Investor, the EW Investors and their respective Affiliates, including the Investor Designee, from time to time review the business plans and related proprietary information of many enterprises, including enterprises that may have products or services that compete directly or indirectly with those of the Company, and may trade in the securities of such enterprises. Nothing in this Agreement shall preclude or in any way restrict Investor, the EW Investors or any of their respective Affiliates, including the Investor Designee, from investing or participating in any particular enterprise, or trading in the securities thereof, whether or not such enterprise has products or services that compete with those of the Company, and the Company hereby waives, in perpetuity, any and all claims that it now has or may have in the future, and agree not to initiate any litigation or any other cause of action (whether or not in a court of competent jurisdiction) in respect of any such waived claims, or otherwise on the basis of, or in connection with, the doctrine of corporate opportunity (or any similar doctrine).

Section 4.2. Termination. This Agreement shall automatically terminate upon such time as Investor holds less than 75% of the shares of Common Stock purchased under the Purchase

Agreement (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof); provided, however, that this Agreement shall automatically terminate with respect to Section 2.1(g) upon such time as the EW Investors beneficially own less than 10% of the outstanding shares of Common Stock of the Company. Nothing in this Section 4.2 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement. Upon a termination in accordance with this Section 4.2, no party shall have any further obligation to the others under this Agreement.

Section 4.3. Confidentiality. Any party to this Agreement may submit this Agreement to, or publicly file this Agreement with, the Securities and Exchange Commission or any national securities exchange in any applicable jurisdiction or to other Persons as may be required by applicable law.

Section 4.4. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Delaware, without regard to its conflicts of laws rules. Each party to this Agreement (a) irrevocably submits to the exclusive jurisdiction in the state court sitting in Delaware (collectively, the "Courts"), for purposes of any action, suit or other proceeding arising out of this Agreement, and (b) agrees not to raise any objection at any time to the laying or maintaining of the venue of any such action, suit or proceeding in any of the Courts, irrevocably waives any claim that such action, suit or other proceeding has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such action, suit or other proceeding, that such Court does not have any jurisdiction over such party. Any party hereto may serve any process required by such Courts by way of notice under this Agreement.

Section 4.5. No Waiver, Modifications. It is agreed that no waiver by a party hereto of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent or similar breach or default. The failure of either party to insist on the performance of any obligation hereunder shall not be deemed a waiver of any such obligation. No amendment, modification, waiver, release or discharge to this Agreement shall be binding upon the parties unless in writing and duly executed by authorized representatives of all parties.

Section 4.6. Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address specified in this Section 4.6 and shall be: (a) delivered personally; (b) sent by registered or certified mail, return receipt requested, postage prepaid; (c) sent via a reputable nationwide overnight courier service; or (d) sent by facsimile, email or other electronic transmission. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service, or when transmitted with confirmation of receipt, if transmitted by facsimile, email or other electronic transmission (if such transmission is on a Business Day; otherwise, on the next Business Day following such transmission).

Notices to the Company shall be addressed to:

EyePoint Pharmaceuticals, Inc.
480 Pleasant Street, Suite B300
Watertown, MA 02472
Attention: Ron Honig, Esq.
Facsimile: (617) 926-5050
Email: rhonig@eyepointpharma.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
1735 Market Street, Floor 23
Philadelphia, PA 19103
Attention: Steven J. Abrams, Esq.
Telephone: (267) 675-4671
Email: steve.abrams@hoganlovells.com

Notices to Investor shall be addressed to:

Ocumension Therapeutics
502-1 Want Want Plaza
No. 211 Shimen Yi Road
Jing'an District, Shanghai
People's Republic of China
Attn: Ye Liu
Email: ye.liu@ocumension.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
Attn: Mengyu Lu
Email: mengyu.lu@sidley.com
Attn: Frank Rahmani
Email: frahmani@sidley.com

Notices to EW Investors shall be addressed to:

EW Healthcare Partners L.P.
EW Healthcare Partners-A L.P.
21 Waterway Avenue, Suite 225
The Woodlands, TX 77380
Telephone No.: (281) 364-1555
Facsimile No.: (281) 364-9755
Attention: Richard Kolodziejcyk, Chief Financial Officer
E-mail: rkolodziejcyk@ewhv.com

with a copy (which shall not constitute notice) to:

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022
Telephone No.: 212-549-0408
Facsimile No.: 212-521-5450
Attention: Mark G. Pedretti
E-mail: mpedretti@reedsmith.com

Any party to this Agreement may change its address by giving notice to the other parties to this Agreement in the manner provided above.

Section 4.7. Entire Agreement. This Agreement, the Purchase Agreement and that certain Mutual Non-Disclosure Agreement, dated December 23, 2020, between the Company and Investor contain the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements or understandings, whether written or oral, with respect hereto and thereto.

Section 4.8. Headings; Nouns and Pronouns; Section References. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa. References in this Agreement to a section or subsection shall be deemed to refer to a section or subsection of this Agreement unless otherwise expressly stated.

Section 4.9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall negotiate in good faith a substitute legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as possible and as reasonably acceptable to the parties.

Section 4.10. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party to this Agreement without the prior written consent of the other parties to this Agreement.

Section 4.11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such executed signature page shall create a valid and binding obligation of the party executing it (or on whose behalf such signature page is executed) with the same force and effect as if such executed signature page were an original thereof.

Section 4.13. Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any party hereto. No third party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any party hereto.

Section 4.14. No Strict Construction. This Agreement has been prepared jointly and will not be construed against any party. No presumption as to construction of this Agreement shall apply against any party with respect to any ambiguity in the wording of any provision(s) of this Agreement irrespective of which party may be deemed to have authored the ambiguous provision(s).

Section 4.15. Remedies. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other Contract or law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof. The parties hereby acknowledge and agree that the rights of the parties hereunder are special, unique and of extraordinary character, and that if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, such refusal or failure would result in irreparable injury to such party as the case may be, the exact amount of which would be difficult to ascertain or estimate and the remedies at law for which would not be reasonable or adequate compensation. Accordingly, if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, then, in addition to any other remedy which may be available to any damaged party at law or in equity, such damaged party will be entitled to seek specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual or threatened damages, which remedy such damaged party will be entitled to seek in any court of competent jurisdiction.

Section 4.16. Expenses. Each party shall pay its own fees and expenses in connection with the preparation, negotiation, execution, delivery and performance of this Agreement.

[*The remainder of this page is intentionally left blank.*]

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

EyePoint Pharmaceuticals, Inc.

By: /s/ Nancy Lurker
Name:Nancy Lurker
Title:President & CEO

Ocumension Therapeutics

By: /s/ Ye Liu
Name:Ye Liu
Title:CEO

EW Healthcare Partners, L.P.

By: Essex Woodlands Fund IX-GP, its General Partner

By: Essex Woodlands Fund IX, LLC, its General Partner

By: /s/ Ronald W. Eastman
Name:Ronald W. Eastman
Title: Managing Director

EW Healthcare Partners-A, L.P.

By: Essex Woodlands Fund IX-GP, its General Partner

By: Essex Woodlands Fund IX, LLC, its General Partner

By: /s/ Ronald W. Eastman
Name: Ronald W. Eastman
Title: Managing Director

[Signature Page to Voting and Investor Rights Agreement]

Exhibit 99.1

EyePoint Pharmaceuticals Announces $15.7 Million Equity Investment by Asia Partner Ocumension Therapeutics

WATERTOWN, Mass., January 3, 2021 - EyePoint Pharmaceuticals, Inc. (NASDAQ: EYPT), a pharmaceutical company committed to developing and commercializing innovative ophthalmic products, today announced that Ocumension Therapeutics, a China-based ophthalmic pharmaceutical company traded on the Stock Exchange of Hong Kong (1477.HK), has made a $15.7 million equity investment in EyePoint. Under the terms of the agreement, Ocumension has purchased approximately 3.01 million shares of EyePoint's common stock at a five-day trailing volume weighted average price as of the close of trading on December 29, 2020 of approximately $5.22 per share.

"This investment underscores our continued strong partnership with Ocumension for YUTIQ and DEXYCU in Asia," said Nancy Lurker, President and Chief Executive Officer of EyePoint Pharmaceuticals. "We are excited about the significant potential of these products in both the U.S. and in Asia and for our R&D pipeline, including the Phase 1 trial of EYP-1901 in wet age-related macular degeneration that is expected to commence in the coming months."

"We are delighted to support our partnership with EyePoint through this investment, as we prepare for the development and commercialization of YUTIQ and DEXYCU, under Ocumension branded labels, across Asian markets," said Ye Liu, Chief Executive Officer of Ocumension. "We share EyePoint's commitment to rapidly advancing new treatments for ocular disease in attractive markets and look forward to commercial launches in China in the coming year."

In conjunction with the investment, Ye Liu, Chief Executive Officer of Ocumension has been appointed to the EyePoint Board of Directors, replacing Kristine Peterson who has stepped down from the board effective December 31, 2020.

Cash and cash equivalents are estimated to be approximately $44 million on December 31, 2020, including the net proceeds from the Ocumension equity investment. The cash and cash equivalents estimate as of December 31, 2020 was calculated prior to the completion of a review by the Company's independent registered accounting firm and is therefore subject to adjustment. Cash on hand, combined with cash inflows from anticipated product sales and continued cash conservation activities are expected to fund the Company's operating plan into the second half of 2021, assuming no significant increase in COVID-19-related closures that would considerably decrease the frequency of ophthalmology office visits or the number of cataract surgical procedures performed across the U.S.

About EyePoint Pharmaceuticals
EyePoint Pharmaceuticals, Inc. (Nasdaq:EYPT) is a pharmaceutical company committed to developing and commercializing innovative therapeutics to help improve the lives of patients with

serious eye disorders. The Company has two commercial products: YUTIQ®, for the treatment of chronic non-infectious uveitis affecting the posterior segment of the eye, and DEXYCU®, for the treatment of postoperative inflammation following ocular surgery. The Company's pipeline leverages its proprietary bioerodible Durasert® technology for extended intraocular drug delivery including EYP-1901, a potential six-month sustained delivery intravitreal anti-VEGF treatment initially targeting wet age-related macular degeneration. EyePoint Pharmaceuticals is headquartered in Watertown, Massachusetts. To learn more about the Company, please visit www.eyepointpharma.com and connect on Twitter and LinkedIn.

About Ocumension Therapeutics
Ocumension Therapeutics is a China-based ophthalmic pharmaceutical platform company dedicated to identifying, developing and commercializing first- or best-in-class ophthalmic therapies. The company’s vision is to provide a world-class pharmaceutical total solution to address significant unmet ophthalmic medical needs in China. Since the inception, Ocumension Therapeutics has focused on building a platform integrating specialized capabilities in each major functionality involved in an ophthalmic drug's development cycle, from research and development, manufacturing to commercialization. Ocumension Therapeutics believes its platform positions it well to achieve leadership in China ophthalmology, with a first-mover advantage over future competitors.

SAFE HARBOR STATEMENTS UNDER THE PRIVATE SECURITIES LITIGATION ACT OF 1995: Various statements made in this release are forward-looking, and are inherently subject to risks, uncertainties and potentially inaccurate assumptions. All statements that address activities, events or developments that we intend, expect, plan or believe may occur in the future, including but not limited to statements about our expectations regarding the timing and clinical development of our product candidates, including EYP-1901; the potential for EYP-1901 as a vital, novel six-month treatment for wet age-related macular degeneration; and preliminary financial information as of December 31, 2020. Some of the factors that could cause actual results to differ materially from the anticipated results or other expectations expressed, anticipated or implied in our forward-looking statements are risks and uncertainties inherent in our business including, without limitation: the extent to which COVID-19 impacts our business; the effectiveness and timeliness of clinical trials, and the usefulness of the data; the timeliness of regulatory approvals; our ability to achieve profitable operations and access to needed capital; fluctuations in our operating results; our ability to successfully produce sufficient commercial quantities of YUTIQ and DEXYCU and to successfully commercialize YUTIQ and DEXYCU in the U.S.; our ability to sustain and enhance an effective commercial infrastructure and enter into and maintain commercial agreements for YUTIQ and DEXYCU; the development of our YUTIQ line extension shorter-duration treatment for non-infectious uveitis affecting the posterior segment of the eye; potential off-label sales in the U.S. by Alimera Sciences of ILUVIEN® for non-infectious uveitis affecting the posterior segment of the eye; consequences of fluocinolone acetonide side effects for YUTIQ; consequences of dexamethasone side effects for DEXYCU; our ability to market and sell products; the success of current and future license agreements, including our agreements with Ocumension Therapeutics and Equinox Science; termination or breach of current license agreements, including our agreements with Ocumension Therapeutics and Equinox Science; our dependence on contract research organizations, contract sales organizations, vendors and investigators; effects of competition and other developments affecting sales of products; market acceptance of products; effects of guidelines, recommendations and studies; protection of intellectual property and avoiding intellectual property infringement; retention of key personnel;

product liability; industry consolidation; compliance with environmental laws; manufacturing risks; risks and costs of international business operations; volatility of stock price; possible dilution; absence of dividends; the potential for our preliminary financial information to change in connection with the finalization of our financial results for the fourth quarter of 2020; and other factors described in our filings with the Securities and Exchange Commission. We cannot guarantee that the results and other expectations expressed, anticipated or implied in any forward-looking statement will be realized. A variety of factors, including these risks, could cause our actual results and other expectations to differ materially from the anticipated results or other expectations expressed, anticipated or implied in our forward-looking statements. Should known or unknown risks materialize, or should underlying assumptions prove inaccurate, actual results could differ materially from past results and those anticipated, estimated or projected in the forward-looking statements. You should bear this in mind as you consider any forward-looking statements. Our forward-looking statements speak only as of the dates on which they are made. We do not undertake any obligation to publicly update or revise our forward-looking statements even if experience or future changes makes it clear that any projected results expressed or implied in such statements will not be realized.

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