

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

ENZO BIOCHEM, INC.

(Exact name of Registrant as specified in its charter)

New York

*(State or Other Jurisdiction of
Incorporation or Organization)*

**527 Madison Avenue
New York, NY**

(Address of Principal Executive Offices)

13-2866202

*(I.R.S. Employer
Identification Number)*

10022

(Zip Code)

**Inducement Sign-On Restricted Stock Unit Grant Notice and Agreement
Inducement Sign-On Option Grant Notice and Agreement**

(Full Title of the Plan)

**Barry W. Weiner
President and Treasurer
Enzo Biochem, Inc.
527 Madison Avenue
New York, NY 10022**

(Name and address of agent for service)

(212) 583-0100

(Telephone number, including area code, of agent for service)

Copy to:

**Robert H. Cohen, Esq.
Ze'-ev D. Eiger, Esq.
McDermott Will & Emery LLP
340 Madison Avenue
New York, NY 10173
(212) 547-5400**

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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 7(a)(2)(B) of the Exchange Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)(2)	Proposed maximum offering price per share(3)	Proposed maximum aggregate offering price(3)	Amount of registration fee
Common Stock, par value \$0.01 per share	960,000	\$ 3.40	\$ 3,264,000	\$ 302.57

- (1) Represents the number of shares of common stock, \$0.01 par value per share ("Common Stock"), of Enzo Biochem, Inc. (the "Company"), deliverable upon settlement of restricted stock units granted to Hamid Erfanian on November 8, 2021 pursuant to an Inducement Restricted Stock Unit Grant Notice and Agreement between the Company and Mr. Erfanian (the "Inducement RSU Award") and options granted to Mr. Erfanian on November 8, 2021 pursuant to an Inducement Option Grant Notice and Agreement between the Company and Mr. Erfanian (the "Inducement Option Award") being registered hereon. See "Explanatory Note" below.
- (2) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also registers any additional shares of Common Stock as may become deliverable pursuant to any anti-dilution provisions of the Inducement RSU Award and the Inducement Option Award, as applicable.
- (3) Estimated solely for the purpose of determining the amount of the registration fee pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, based on the average of the high and low prices per share of Common Stock as reported on the New York Stock Exchange on November 3, 2021.

Explanatory Note

Pursuant to the Inducement RSU Award and the Inducement Option Award, the Company granted restricted stock units covering 260,000 shares of Common Stock and options covering 700,000 shares of Common Stock on November 8, 2021. This Registration Statement registers the Common Stock issuable upon settlement of such grants.

The foregoing grants are material inducements to Mr. Erfanian's acceptance of employment as the Chief Executive Officer of the Company, and were approved by the Compensation Committee of the Company's Board of Directors. Such grants are in reliance on Section 303A.08 of the New York Stock Exchange ("NYSE") Listed Company Manual, which exempts certain inducement equity grants from the general requirement of the NYSE rules that equity-based compensation plans and arrangements be approved by stockholders.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Commission are hereby incorporated by reference into this Registration Statement:

- (a) the Company's Annual Report on [Form 10-K](#) for the year ended July 31, 2021, filed with the Commission on October 12, 2021;
- (b) the Company's Current Report on [Form 8-K](#) filed with the Commission on October 18, 2021; and
- (c) the description of the Common Stock set forth in the Company's Registration Statement on [Form 8-A](#), filed with the Commission on December 8, 1999.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Notwithstanding the foregoing, unless specifically stated to the contrary, none of the information disclosed by the Company under Items 2.02 or 7.01 of any Current Report on Form 8-K that the Company may from time to time furnish to the Commission will be incorporated by reference into, or otherwise included in, this Registration Statement. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

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EXHIBIT INDEX

No.	Description
4.1	Certificate of Incorporation.(1)
4.2	Certificate of Amendment of the Certificate of Incorporation, Filed March 17, 1980.(1)
4.3	Certificate of Amendment of the Certificate of Incorporation, Filed June 16, 1981.(1)
4.4	Certificate of Amendment to the Certificate of Incorporation, Filed July 22, 1988.(1)
4.5	Amended and Restated By-Laws.(2)
4.6	Amended and Restated By-Laws.(3)
4.7	Amendment No. 1 to Amended and Restated By-Laws.(4)
4.8	Form of Common Stock Certificate.(1)
5.1	Legal Opinion of McDermott Will & Emery LLP.
23.1	Consent of EisnerAmper LLP.
23.2	Consent of McDermott Will & Emery LLP (included in exhibit 5.1).
24.1	Powers of Attorney of the directors and certain officers of the Company (included on the signature page to the Registration Statement).
99.1	Inducement Restricted Stock Unit Grant Notice and Agreement
99.2	Inducement Option Grant Notice and Agreement

- (1) Incorporated by reference from the Company's Registration Statement on Form S-8 (Registration No. 333-123712) filed with the Commission on March 31, 2005.
- (2) Incorporated by reference from the Company's Current Report on Form 8-K filed with the Commission on January 22, 2013.
- (3) Incorporated by reference from the Company's Current Report on Form 8-K filed with the Commission on November 21, 2018.
- (4) Incorporated by reference from the Company's Current Report on Form 8-K filed with the Commission on March 2, 2020.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 9, 2021.

ENZO BIOCHEM, INC.

By: /s/ Hamid Erfanian
Hamid Erfanian
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Hamid Erfanian and David Bench, and each or either of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Date: November 9, 2021	By: <u>/s/ Hamid Erfanian</u> Hamid Erfanian Chief Executive Officer (Principal Executive Officer)
Date: November 9, 2021	By: <u>/s/ David Bench</u> David Bench Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
Date: November 9, 2021	By: <u>/s/ Barry W. Weiner</u> Barry W. Weiner President and Treasurer
Date: November 9, 2021	By: <u>/s/ Elazar Rabbani, Ph.D.</u> Elazar Rabbani, Ph.D. Chairman of the Board and Director
Date: November 9, 2021	By: <u>/s/ Rebecca J. Fischer</u> Rebecca J. Fischer Director
Date: November 9, 2021	By: <u>/s/ Dov Perlysky</u> Dov Perlysky Director
Date: November 9, 2021	By: <u>/s/ Mary Tagliaferri</u> Mary Tagliaferri Director
Date: November 9, 2021	By: <u>/s/ Ian B. Walters</u> Ian B. Walters Director



November 9, 2021

Enzo Biochem, Inc.
527 Madison Avenue
New York, New York 10022

Re: Enzo Biochem, Inc. Registration Statement on Form S-8

Dear Ladies and Gentlemen:

We are rendering this opinion in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, with respect to the registration of 960,000 additional shares (the "Shares") of common stock, par value \$0.01 per share, of Enzo Biochem, Inc., a New York corporation (the "Company"), pursuant to (i) the Inducement Restricted Stock Unit Grant Notice and Agreement (the "Inducement RSU Award"), effective as of November 8, 2021, made by the Company and subject to acceptance by Hamid Erfanian (the "Grantee"), and (ii) the Inducement Option Grant Notice and Agreement (the "Inducement Option Award" and, together with the Inducement RSU Award, the "Agreements"), effective as of November 8, 2021, made by the Company and subject to acceptance by the Grantee.

We have examined: (i) the Registration Statement; (ii) the Company's Certificate of Incorporation, as amended to date; (iii) the Company's Amended and Restated By-Laws, as amended to date; (iv) resolutions adopted by the Board of Directors of the Company (the "Board") relating to, among other matters, the issuance of the Shares (the "Resolutions"); and (v) the Agreements.

In addition to the examination outlined above, we have conferred with various officers of the Company and have ascertained or verified, to our satisfaction, such additional facts as we deemed necessary or appropriate for the purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, the genuineness of all signatures on documents reviewed by us and the legal capacity of natural persons.

Based on the foregoing, we are of the opinion that the issuance of the Shares pursuant to the applicable Agreement has been duly authorized, and when and to the extent issued and delivered by the Company in accordance with the Registration Statement, the applicable Agreement, the Resolutions, any applicable Award and any other resolutions adopted by the Board or a duly authorized committee thereof relating thereto, the Shares will be validly issued, fully paid and nonassessable by the Company.

We do not express any opinion herein concerning any law other than the New York Business Corporation Law.

We consent to the filing of this opinion as an exhibit to the Registration Statement and we consent to the use of our name wherever it appears in the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Sincerely,

/s/ McDermott Will & Emery LLP

**McDermott
Will & Emery**

One Vanderbilt Avenue New York NY 10017-3852 Tel +1 212 547 5400 Fax +1 212 547 5444
US practice conducted through McDermott Will & Emery LLP.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Enzo Biochem, Inc. on Form S-8 to be filed on or about November 9, 2021 of our report dated October 12, 2021 on our audit of the consolidated financial statements and financial statement schedule as of July 31, 2021 and 2020 and for each of the years in the three-year period ended July 31, 2021 which report was included in the Annual Report on Form 10-K filed October 12, 2021.

/s/ EisnerAmper LLP

EISNERAMPER LLP
New York, New York
November 9, 2021

INDUCEMENT RESTRICTED STOCK UNIT GRANT NOTICE AND AGREEMENT

To: Hamid Erfanian (referred to herein as “Grantee” or “you”)

WHEREAS, Enzo Biochem, Inc. (the “Company”) desires to employ the Grantee as its Chief Executive Officer;

WHEREAS, in an Executive Employment Agreement dated October 14, 2021 (the “Employment Agreement”), the Company has agreed to grant the Grantee an inducement restricted stock unit (“RSU”) award for 260,000 shares of the common stock of the Company, par value \$0.01 (“Common Stock”); and

WHEREAS, such RSUs will be granted on the terms and conditions set forth herein and the Grantee finds such terms and conditions to be acceptable.

NOW, THEREFORE, in consideration of the promises and of the services performed and to be performed by the Grantee, the Company is pleased to confirm that you have been granted RSUs, effective November 8, 2021 (the “Grant Date”), subject to the terms and conditions set forth herein. Except as specifically provided to the contrary under this Inducement Restricted Stock Unit Grant Notice and Agreement (this “Agreement”), this Award shall be construed and administered in accordance with the Enzo Biochem, Inc. 2011 Incentive Plan (the “Plan”), the terms of which are hereby incorporated by reference. The Award subject to this Agreement shall not be charged against the Plan’s share reserve and is being granted outside of the Plan as an inducement award under pertinent New York Stock Exchange regulations.

1. Acceptance of Terms and Conditions. To be eligible to receive this Award, you must acknowledge and accept this Award within 75 days after the Grant Date in accordance with procedures established by the Company. By accepting this Agreement, you agree to be bound by the terms and conditions herein, the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and you further acknowledge and agree that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company or any Subsidiary directly or indirectly, or give rise to any cause of action at law or in equity against the Company or any Subsidiary. If you do not accept this Award in accordance with the procedures outlined in this Paragraph and within the 75-day period described above, the Award will be cancelled and forfeited. By accepting this Agreement, you also acknowledge that you are fluent in the English language and have reviewed and understand the terms and conditions of this Agreement and the Plan.

2. Grant of RSU Award. Subject to the restrictions, limitations, terms and conditions specified in the Plan and this Agreement, the Company has granted you as of the Grant Date RSUs for 260,000 shares of Common Stock. Except as provided in the Plan or the Employment Agreement, these RSUs will remain restricted until the end of each applicable vesting date set forth below (each, a “Vesting Date”). Prior to the delivery of the RSUs, the RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, or otherwise. For each of the below-stated Vesting Dates on which you continue to be employed by the Company or any of its Subsidiaries (collectively, the “Enzo Companies”), you will vest in the below-stated percentage of the total number of RSUs awarded in this Agreement, until you are 100% vested:

Vesting Date	Vested RSUs Awarded
November 8, 2022	86,666
November 8, 2023	86,667
November 8, 2024	86,667

3. Dividend Equivalents. Subject to the restrictions, limitations and conditions described in the Plan, dividend equivalents will accrue with respect to the RSUs granted hereunder at the same time and in the same amount as cash dividends are paid to owners of Common Stock. Interest will be credited on accrued dividend equivalents. Dividend equivalent balances will vest on the same Vesting Date as the associated RSUs, and will be distributed in cash within 30 days thereafter except as provided herein.

4. Distribution of the RSUs. Except as otherwise provided in the Plan or the Employment Agreement, upon each Vesting Date specified in Paragraph 2, shares of Common Stock equal to the vested RSUs will be distributed to you. However, no stock certificates will be issued with respect to any shares of Common Stock. Common Stock ownership shall be kept electronically in your name, or in your name and in the name of another person of legal age as joint tenants with right of survivorship, as applicable. You are personally responsible for the payment of all taxes related to distribution. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the payment of Common Stock or any other payment to you or on your behalf or any other payment or vesting event under this Agreement, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the obligation of the Company to make any such delivery or payment that you make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts required to be withheld. Unless otherwise determined by the Committee, such withholding requirement shall be satisfied by retention by the Company of a portion of the Common Stock to be delivered to you. The Common Stock so retained shall be credited against such withholding requirement at the Fair Market Value (as defined in the Plan) of such Common Stock on the date the applicable benefit is to be included in your income. You may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures. In no event will the Fair Market Value of the Common Stock to be withheld and/or delivered pursuant to this Paragraph 4 to satisfy applicable withholding taxes exceed the maximum amount of taxes required to be withheld.

5. Termination of Employment and Change in Control. Notwithstanding anything contained in this Agreement to the contrary, Sections 2.3 and 5 of the Employment Agreement shall apply to the RSUs. Upon the occurrence of a “Change in Control,” Section 8 of the Plan shall apply to the RSUs to the extent determined by the Committee in its sole discretion and without any requirement that Grantee be treated consistently with participants under the Plan.

6. Forfeiture/Right of Offset. Notwithstanding anything contained in this Agreement to the contrary, if you engage in any activity inimical, contrary or harmful to the interests of the Company or any Subsidiary, including but not limited to any violations of the terms of the Employment Agreement or the Plan (collectively referred to as “wrongful conduct”), then (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Common Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the RSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the Fair Market Value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Common Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, you shall pay to the Company in cash any financial gain you received with respect to such shares. For purposes of this Paragraph 6 and Paragraph 16 below, financial gain shall equal the Fair Market Value of a share of Common Stock on the applicable RSU delivery date, multiplied by the number of shares of Common Stock delivered with respect to the RSUs on that date, reduced by any taxes paid in countries other than the United States with respect to such vesting and which taxes are not otherwise eligible for refund from the taxing authorities. By accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company under this Paragraph from any amounts payable by the Company to you for any reason. This right of set-off is in addition to any other remedies the Company may have against you for your breach of this Agreement. In addition, by accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company for any reason from any amounts payable by the Company to you under this Agreement.

Company's clawback policy as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded) (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

Notwithstanding anything in this Agreement to the contrary, you shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, you shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by you; or (ii) reporting possible violations of the laws of your country or of United States federal, state, or local law or regulation to any governmental agency or commission (each a "Government Agency"), filing a charge or complaint with the Equal Employment Opportunity Commission or any other Government Agency, participating in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, or making other disclosures that are protected under the whistleblower provisions of the laws of your country or of United States federal, state, or local law or regulation. In the event of (ii), you shall not need the prior authorization of the Company to make any such reports or disclosures, you shall not be required to notify the Company that you have made such reports or disclosures, and you acknowledge that you have waived your right to receive any monetary payment from the Company in connection with any such reports or disclosures or any ensuing charge or investigation.

You are hereby notified that under the Defend Trade Secrets Act: (i) no individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law or (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

7. Adjustments. This Award is subject to adjustment pursuant to Section 10(c) of the Plan.

8. Rights as a Stockholder. Except as provided in Paragraph 3 above (regarding dividend equivalents), you shall have no rights as a stockholder of the Company in respect of the RSUs, including the right to vote, until and unless the RSUs have vested and ownership of Common Stock issuable upon vesting of the RSUs has been transferred to you.

9. Public Offer Waiver. By voluntarily accepting this Award, you acknowledge and understand that your rights under the Plan are offered to you strictly as an employee of the Enzo Companies and that this Award of RSUs is not an offer of securities made to the general public.

10. Conformity with the Plan and Share Retention Requirements. This Award shall be construed and administered in accordance with the Plan, the terms of which are hereby incorporated by reference, including but not limited to the provisions with respect to the powers of the Committee to interpret this Award and adjust its terms. Except as specifically provided to the contrary under this Agreement, capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Plan. By your acceptance of this Agreement, you agree to be bound by all of the terms of this Agreement, the provisions of the Plan incorporated herein.

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11. Interpretations. Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement or the Plan will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

12. No Rights to Continued Employment By voluntarily acknowledging and accepting this Award, you acknowledge and understand that this Award shall not form part of any contract of employment between you and any of the Enzo Companies. Nothing in the Agreement or the Plan confers on any Grantee any right to continue in the employ of the Enzo Companies or in any way affects the Enzo Companies' right to terminate the Grantee's employment without prior notice at any time or for any reason. You further acknowledge that this Award is for future services to the Enzo Companies and is not under any circumstances to be considered compensation for past services.

13. Consent to Transfer Personal Data. By accepting this Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Paragraph and in accordance with the Company's privacy policies. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company holds certain personal information about you, that may include your name, home address and telephone number, fax number, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport / visa information, age, language skills, driver's license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume), wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of Common Stock or directorships in the Company, details of all options or any other entitlements to shares of Common Stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Company and/or its Subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Common Stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing your consent may affect your ability to participate in the Plan.

14. Miscellaneous.

a. Modification. This Award is documented by the records of the Committee or its delegate which shall be the final determinant of the number of RSUs granted and the conditions of this Agreement. The Committee may amend or modify this Award in any manner to the extent that the Committee would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair your rights under this Agreement without your consent, unless the Committee reasonably determines that such amendment or modification is necessary to comply with Section 10D of the Exchange Act. Except as in accordance with the two immediately preceding sentences and Paragraph 17, this Agreement may be amended, modified or supplemented only by agreement of both parties as evidenced in writing or in electronic form as agreed to by the parties.

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b. Governing Law. All matters regarding or affecting the relationship of the Company and its stockholders shall be governed by the General Corporation Law of the State of New York. All other matters arising under this Agreement including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of New York, without regard to any state's conflict of law principles. You and the Company agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement shall be heard or determined in any state or federal court sitting in New York, and you agree to submit to the jurisdiction of such courts, to bring all such actions or proceedings in such courts and to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

c. **Successors and Assigns.** Except as otherwise provided herein, this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

d. **Severability.** Whenever feasible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. **Impact Upon Termination of Employment.** By voluntarily acknowledging and accepting this Award, you agree that no benefits accruing under the Plan will be reflected in any severance or indemnity payments that the Company may make or be required to make to you in the future, regardless of the jurisdiction in which you may be located.

15. **Cooperation.** You agree that in all events following your termination of employment you will cooperate in the effort to effect an orderly, smooth, and efficient transition of your duties and responsibilities to such individual(s) as the Enzo Companies may direct. You shall also cooperate with reasonable requests made by or on behalf of the Enzo Companies for information with respect to the operations, practices, and policies of the Enzo Companies or your former job responsibilities, including in connection with matters arising out of your service to the Enzo Companies without limitation and any litigation matters; provided, that following termination of your employment, the Enzo Companies will make reasonable efforts to minimize disruption of your other activities and will reimburse you for reasonable expenses incurred in connection with your cooperation. The requirements of this Paragraph 14 shall continue until the third anniversary of the Grant Date.

16. **Confidentiality.** You agree that you will not disclose the existence or terms of this Agreement to any other employees of the Company or third parties with the exception of your accountants, attorneys, financial advisors, spouse, or domestic partner, and shall ensure that none of them discloses such existence or terms to any other person, except as required by applicable law. If the existence or terms of this Agreement are disclosed by you other than as provided above, then at the discretion of the Company (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Common Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the RSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the Fair Market Value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Common Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, you shall pay to the Company in cash any financial gain you received with respect to such shares.

17. **Amendment.** By accepting this Award, you agree that the granting of the Award is at the discretion of the Committee and that acceptance of this Award is no guarantee that future Awards will be granted under the Plan. Notwithstanding anything in this Agreement or the Plan to the contrary, this Award may be amended by the Company without the consent of the Grantee, including but not limited to modifications to any of the rights granted to the Grantee under this Agreement, at such time and in such manner as the Company may consider necessary or desirable to reflect changes in law. The Grantee understands that the Company may amend, resubmit, alter, change, suspend, cancel, or discontinue the Plan at any time without limitation.

18. **Plan Documents.** A copy of the Plan can be requested from the Compensation Committee, c/o Corporate Secretary, Enzo Biochem, Inc., 527 Madison Ave., New York, New York 10022.

19. **Electronic Delivery.** By accepting this Award, you consent to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, grant or award notifications and agreements, account statements, and any other forms or communications related to this Award or the Plan) via Company e-mail or any other electronic system established and maintained by the Company or a third party designated by the Company.

20. **Section 409A.** Any payments under this Award are intended to comply with the short-term deferral rule set forth in Treasury Regulation §1.409A-(b)(4), and this Award shall be interpreted to effect such intent. Consistent with this intention, each amount payable under this Agreement shall be considered a separate payment for purposes of Section 409A of the Code, and shall be paid in all events notwithstanding any other provision of this Agreement to the contrary not later than the fifteenth (15th) day of the third month following your first taxable year in which the payment is no longer subject to a substantial risk of forfeiture, as determined by the Committee consistent with Section 409A of the Code and any Treasury Regulations and other guidance issued thereunder. By signing this Agreement, you understand and agree that you are solely responsible for the payment of any taxes that may be imposed on amounts payable under this Award.

21. **Employment Agreement.** This Award is in full satisfaction of the Company's obligations with respect to the inducement award of RSUs set forth in the Employment Agreement. If any provisions with respect to the inducement award of RSUs set forth in the Employment Agreement conflict with the provisions set forth in this Inducement Restricted Stock Unit Grant Notice and Agreement, the provisions set forth herein shall override such conflicting provisions set forth in the Employment Agreement.

Grant Acceptance:

Grantee

Date

INDUCEMENT STOCK OPTION GRANT NOTICE AND AGREEMENT

To: Hamid Erfanian (referred to herein as “Grantee” or “you”)

WHEREAS, Enzo Biochem, Inc. (the “Company”) desires to employ the Grantee as its Chief Executive Officer;

WHEREAS, in an Executive Employment Agreement dated October 14, 2021 (the “Employment Agreement”), the Company has agreed to grant the Grantee an inducement stock option award for 700,000 shares of the common stock of the Company, par value \$0.01 (“Common Stock”); and

WHEREAS, such options will be granted on the terms and conditions set forth herein and the Grantee finds such terms and conditions to be acceptable.

NOW, THEREFORE, in consideration of the promises and of the services performed and to be performed by the Grantee, the Company is pleased to confirm that you have been granted Nonqualified Stock Options (the “Stock Options”), effective November 8, 2021 (the “Grant Date”), subject to the terms and conditions set forth herein. Except as specifically provided to the contrary under this Inducement Stock Option Grant Notice and Agreement (this “Agreement”), this Award shall be construed and administered in accordance with the Enzo Biochem, Inc. 2011 Incentive Plan (the “Plan”), the terms of which are hereby incorporated by reference. The Award subject to this Agreement shall not be charged against the Plan’s share reserve and is being granted outside of the Plan as an inducement award under pertinent New York Stock Exchange regulations.

1. **Acceptance of Terms and Conditions.** To be eligible to receive this Award, you must acknowledge and accept this Award within 75 days after the Grant Date in accordance with procedures established by the Company. By accepting this Agreement, you agree to be bound by the terms and conditions herein, the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and you further acknowledge and agree that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company or any Subsidiary directly or indirectly, or give rise to any cause of action at law or in equity against the Company or any Subsidiary. If you do not accept this Award in accordance with the procedures outlined in this Paragraph and within the 75-day period described above, the Award will be cancelled and forfeited. By accepting this Agreement, you also acknowledge that you are fluent in the English language and have reviewed and understand the terms and conditions of this Agreement and the Plan.

2. **Exercise Right.** Subject to the restrictions, limitations, terms and conditions specified in the Plan and this Agreement, the Company has granted you as of the Grant Date the right to purchase, on the terms and conditions set forth below, 700,000 shares of Common Stock (the “Option Shares”) at the exercise price of \$3.39 (the “Exercise Price”).

3. **Option Type.** This Award is comprised of Nonqualified Stock Options and is intended to conform in all respects with the Plan. This Award is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”).

4. **Expiration Date.** The Option Shares granted herein expire on the fifth anniversary of the Grant Date (the “Expiration Date”), subject to earlier expiration upon certain termination of employment, as provided the Plan and the Employment Agreement.

5. **Vesting.** This Award may be exercised only to the extent it has vested. Except as provided below in the Plan and the Employment Agreement, these Option Shares will remain restricted until the end of each applicable vesting date set forth below (each, a “Vesting Date”). The Stock Options are not transferable by the Grantee by means of sale, assignment, exchange, pledge, or otherwise. For each of the below-stated Vesting Dates on which you continue to be employed by the Company or any of its Subsidiaries (collectively, the “Enzo Companies”), you will vest in the below-stated percentage of the total number of Option Shares awarded in this Agreement, until you are 100% vested:

Vesting Date	Vested Options Awarded
November 8, 2022	233,333
November 8, 2023	233,333
November 8, 2024	233,334

6. **Termination of Employment and Change in Control.** Notwithstanding anything contained in this Agreement to the contrary, Sections 2.3 and 5 of the Employment Agreement shall apply to the Options. Upon the occurrence of a “Change in Control,” Section 8 of the Plan shall apply to the Options to the extent determined by the Committee in its sole discretion and without any requirement that Grantee be treated consistently with participants under the Plan.

7. **Exercise.** This Award may be exercised in whole or in part for the number of Option Shares designated by you on either a paper form specified by the Company or via electronic instructions to the Company’s designated agent. Any such exercise of this Award shall be accompanied by full payment of the Exercise Price for such number of Option Shares. Payment of the Exercise Price may be made in one of the following forms, as permitted by the Committee from time to time in its sole discretion:

- a. in cash;
- b. by surrendering previously acquired shares of Common Stock having a Fair Market Value (as defined in the Plan) at the time of exercise equal to the Exercise Price;
- c. by certifying ownership of shares of Common Stock having a Fair Market Value at the time of exercise equal to the Exercise Price in exchange for a reduction in the number of shares of Common Stock issuable upon the exercise of the Award; or
- d. to the extent permitted by applicable law, by delivery of irrevocable instructions to a broker to (1) promptly deliver to the Company the amount of sale proceeds from the Stock Option shares or loan proceeds to pay the Exercise Price and any withholding taxes due to the Company, and (2) deliver to you the balance of the Stock Option proceeds in the form of cash or shares of Common Stock (as you select; provided, however, cash delivery is not available to active employees of the Company).

You are required, not later than the date as of which the exercise of this Award becomes a taxable event for Federal income tax purposes, to pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. You may elect, subject to such terms and conditions may from time to time be approved by the Committee in its discretion, to satisfy tax withholding obligations, in whole or in part, by having the Company withhold such number of shares of Common Stock not in excess of the maximum amount required to satisfy federal, state and local tax withholding attributable to the exercise of this Award.

In connection with any payment of the Exercise Price by surrender or attesting to the ownership of shares of Common Stock, proof acceptable to the Company shall be submitted substantiating the shares owned. The value of previously acquired shares submitted (directly or by attestation) in payment for the Option Shares purchased upon exercise shall be equal to the aggregate Fair Market Value of such previously acquired shares on the date of the exercise. Option Shares will be considered finally exercised on the date on which your payment of the Exercise Price has been received by the Company. The exercise of any portion of this Award will be considered your acceptance of all terms and conditions specified in this Agreement. You are personally responsible for the payment of all taxes related to the exercise.

8. Forfeiture/Right of Offset. Notwithstanding anything contained in this Agreement to the contrary, if you engage in any activity inimical, contrary or harmful to the interests of the Company or any Subsidiary, including but not limited to any violations of the terms of the Employment Agreement or the Plan (collectively referred to as “wrongful conduct”), then (i) this Award, to the extent it remains unexercised, shall terminate automatically and (ii) you shall pay to the Company in cash any financial gain you realized from exercising all or a portion of this Award. For purposes of this Paragraph 8 and Paragraph 19 below, financial gain shall equal, on each date of exercise during the 12- month period immediately preceding such wrongful conduct, the difference between the Fair Market Value of the Common Stock on the date of exercise and the Exercise Price, multiplied by the number of shares of Common Stock purchased pursuant to that exercise (without reduction for any shares of Common Stock surrendered or attested to) reduced by any taxes paid in countries other than the United States with respect to such vesting and which taxes are not otherwise eligible for refund from the taxing authorities. By accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company under this Paragraph from any amounts payable by the Company to you for any reason. This right of set-off is in addition to any other remedies the Company may have against you for your breach of this Agreement. In addition, by accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company for any reason from any amounts payable by the Company to you under this Agreement.

The Grantee acknowledges and agrees that this Agreement and the Award described herein (and any settlement thereof) are also subject to the terms and conditions of Company’s clawback policy as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded) (the “Compensation Recovery Policy”), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

Notwithstanding anything in this Agreement to the contrary, you shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; provided, however, that in the event such disclosure is required by law, you shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by you; or (ii) reporting possible violations of the laws of your country or of United States federal, state, or local law or regulation to any governmental agency or commission (each a “Government Agency”), filing a charge or complaint with the Equal Employment Opportunity Commission or any other Government Agency, participating in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, or making other disclosures that are protected under the whistleblower provisions of the laws of your country or of United States federal, state, or local law or regulation. In the event of (ii), you shall not need the prior authorization of the Company to make any such reports or disclosures, you shall not be required to notify the Company that you have made such reports or disclosures, and you acknowledge that you have waived your right to receive any monetary payment from the Company in connection with any such reports or disclosures or any ensuing charge or investigation.

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You are hereby notified that under the Defend Trade Secrets Act: (i) no individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law or (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

9. Adjustments. This Award is subject to adjustment pursuant to Section 10(c) of the Plan.

10. Rights as a Stockholder. You shall have no rights as a stockholder of the Company in respect of the Option Shares, including the right to vote, until and unless the Option Shares have vested and unless ownership of such Option Shares has been transferred to you.

11. Public Offer Waiver. By voluntarily accepting this Award, you acknowledge and understand that your rights under the Plan are offered to you strictly as an employee of the Enzo Companies and that this Award of Option Shares is not an offer of securities made to the general public.

12. Transferability of Option Shares. The Company reserves the right to place transfer restrictions on Common Stock received by you pursuant to this Award as necessary to comply with applicable securities laws.

13. Conformity with the Plan and Share Retention Requirements. This Award shall be construed and administered in accordance with the Plan, the terms of which are hereby incorporated by reference, including but not limited to the provisions with respect to the powers of the Committee to interpret this Award and adjust its terms. Except as specifically provided to the contrary under this Agreement, capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Plan. By your acceptance of this Agreement, you agree to be bound by all of the terms of this Agreement, the provisions of the Plan incorporated herein and the share ownership.

14. Interpretations. Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement or the Plan will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

15. No Rights to Continued Employment By voluntarily acknowledging and accepting this Award, you acknowledge and understand that this Award shall not form part of any contract of employment between you and any of the Enzo Companies. Nothing in the Agreement or the Plan confers on any Grantee any right to continue in the employ of the Enzo Companies or in any way affects the Enzo Companies’ right to terminate the Grantee’s employment without prior notice at any time or for any reason. You further acknowledge that this Award is for future services to the Enzo Companies and is not under any circumstances to be considered compensation for past services.

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16. Consent to Transfer Personal Data. By accepting this Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Paragraph and in accordance with the Company’s privacy policies. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company holds certain personal information about you, that may include your name, home address and telephone number, fax number, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport / visa information, age, language skills, driver’s license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume), wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of Common Stock or directorships in the Company, details of all options or any other entitlements to shares of Common Stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee’s favor, for the purpose of managing and administering the Plan (“Data”). The Company and/or its Subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data

as may be required for the administration of the Plan and/or the subsequent holding of shares of Common Stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing your consent may affect your ability to participate in the Plan.

17. **Miscellaneous.**

a. **Modification.** This Award is documented by the records of the Committee or its delegate which shall be the final determinant of the number of shares granted and the conditions of this Agreement. The Committee may amend or modify this Award in any manner to the extent that the Committee would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair your rights under this Agreement without your consent, unless the Committee reasonably determines that such amendment or modification is necessary to comply with Section 10D of the Exchange Act. Except as in accordance with the two immediately preceding sentences and Paragraph 20, this Agreement may be amended, modified or supplemented only by agreement of both parties as evidenced in writing or in electronic form as agreed to by the parties.

b. **Governing Law.** All matters regarding or affecting the relationship of the Company and its stockholders shall be governed by the General Corporation Law of the State of New York. All other matters arising under this Agreement including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of New York, without regard to any state's conflict of law principles. You and the Company agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement shall be heard or determined in any state or federal court sitting in New York, and you agree to submit to the jurisdiction of such courts, to bring all such actions or proceedings in such courts and to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

c. **Successors and Assigns.** Except as otherwise provided herein, this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

d. **Severability.** Whenever feasible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. **Impact Upon Termination of Employment.** By voluntarily acknowledging and accepting this Award, you agree that no benefits accruing under the Plan will be reflected in any severance or indemnity payments that the Company may make or be required to make to you in the future, regardless of the jurisdiction in which you may be located.

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18. **Cooperation.** You agree that in all events following your termination of employment you will cooperate in the effort to effect an orderly, smooth, and efficient transition of your duties and responsibilities to such individual(s) as the Enzo Companies may direct. You shall also cooperate with reasonable requests made by or on behalf of the Enzo Companies for information with respect to the operations, practices, and policies of the Enzo Companies or your former job responsibilities, including in connection with matters arising out of your service to the Enzo Companies without limitation and any litigation matters; provided, that following termination of your employment, the Enzo Companies will make reasonable efforts to minimize disruption of your other activities and will reimburse you for reasonable expenses incurred in connection with your cooperation. The requirements of this Paragraph 18 shall continue until the third anniversary of the Grant Date.

19. **Confidentiality.** You agree that you will not disclose the existence or terms of this Agreement to any other employees of the Company or third parties with the exception of your accountants, attorneys, financial advisors, spouse, or domestic partner, and shall ensure that none of them discloses such existence or terms to any other person, except as required by applicable law. If the existence or terms of this Agreement are disclosed by you other than as provided above, then at the discretion of the Company (i) Option Shares, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Common Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the Option Shares covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the Fair Market Value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Common Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, you shall pay to the Company in cash any financial gain you received with respect to such shares.

20. **Amendment.** By accepting this Award, you agree that the granting of the Award is at the discretion of the Committee and that acceptance of this Award is no guarantee that future Awards will be granted under the Plan. Notwithstanding anything in this Agreement or the Plan to the contrary, this Award may be amended by the Company without the consent of the Grantee, including but not limited to modifications to any of the rights granted to the Grantee under this Agreement, at such time and in such manner as the Company may consider necessary or desirable to reflect changes in law. The Grantee understands that the Company may amend, resubmit, alter, change, suspend, cancel, or discontinue the Plan at any time without limitation.

21. **Plan Document.** A copy of the Plan can be requested from the Compensation Committee, c/o Corporate Secretary, Enzo Biochem, Inc., 527 Madison Ave., New York, New York 10022.

22. **Electronic Delivery.** By accepting this Award, you consent to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, grant or award notifications and agreements, account statements, and any other forms or communications related to this Award or the Plan) via Company e-mail or any other electronic system established and maintained by the Company or a third party designated by the Company.

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Grant Acceptance:

Grantee

Date

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