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

FORM 10-Q

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

For the quarterly period ended September 30, 2020

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

For the transition period from _____ to _____

Commission file number: 001-38762

BiomX Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**82-3364020**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
7 Pinhas Sapir St., Floor 2, Ness Ziona, Israel	**7414002**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **+972 723942377**

Former name, former address and former fiscal year, if changed since last report: **n/a**

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units, each consisting of one share of common stock, $0.0001 par value, and one Warrant entitling the holder to receive one half share of common stock	PHGE.U	NYSE American
Common stock, $0.0001 par value, included as part of the units	PHGE	NYSE American
Warrants included as part of the units	PHGE.WS	NYSE American

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

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

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

As of November 9, 2020, 23,177,922 shares common stock, par value $0.0001 per share, were issued and outstanding.

BIOMX INC.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This quarterly report on Form 10-Q (the "Quarterly Report") includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and other securities laws. For example, we are making forward-looking statements when we discuss our clinical and pre-clinical development program, including timing and milestones thereof as well as the design thereof, including acceptance of regulatory agencies of such design, the potential opportunities for and benefits of the BOLT platform, as described below, the potential of our product candidates, the potential effect of the coronavirus disease 2019 ("COVID-19") on our business and levels of expenses, sufficiency of financial resources and financial needs. These statements include words such as "expect," "believe," "anticipate," "intend," "estimate," "seek" and variations and similar words and expressions are intended to identify such forward-looking statements. However, you should understand that these statements are not guarantees of performance or results, and there are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from those expressed in the forward-looking statements, including, among others:

- our limited operating history;
- the ability to generate revenues, and raise sufficient financing to meet working capital requirements;
- the unpredictable timing and cost associated with our approach to developing product candidates using phage technology;
- the impact of the COVID-19 pandemic on general economic conditions, our operations, the continuity of our business, including our preclinical and clinical trials and our ability to raise additional capital;
- the U.S. Food and Drug Administration's ("FDA") classification of our BX001 product candidate for acne-prone skin as a drug or cosmetic and the impact of changing regulatory requirements on our ability to develop and commercialize BX001;
- obtaining FDA acceptance of any non-U.S. clinical trials of product candidates;
- the ability to pursue and effectively develop new product opportunities and acquisitions and to obtain value from such product opportunities and acquisitions;
- penalties and market withdrawal associated with any unanticipated problems with product candidates and failure to comply with labeling and other restrictions;
- expenses associated with compliance with ongoing regulatory obligations and successful continuing regulatory review;
- market acceptance of our product candidates and ability to identify or discover additional product candidates;
- our ability to obtain high titers for specific phage cocktails necessary for preclinical and clinical testing;
- the availability of specialty raw materials;
- the ability of our product candidates to demonstrate requisite safety and tolerability for cosmetics, safety and efficacy for drug products, or safety, purity and potency for biologics without causing adverse effects;
- the success of expected future advanced clinical trials of our product candidates;
- our ability to obtain required regulatory approvals;
- our ability to enroll patients in clinical trials and achieve anticipated development milestones when expected;
- delays in developing manufacturing processes for our product candidates;

- competition from similar technologies, products that are more effective, safer or more affordable than our product candidates or products that obtain marketing approval before our product candidates;
- the impact of unfavorable pricing regulations, third-party reimbursement practices or health care reform initiatives on our ability to sell product candidates or therapies profitably;
- protection of our intellectual property rights and compliance with the terms and conditions of current and future licenses with third parties;
- infringement on the intellectual property rights of third parties and claims for remuneration or royalties for assigned service invention rights;
- our ability to acquire, in-license or use proprietary rights held by third parties necessary to our product candidates or future development candidates;
- ethical, legal and social concerns about synthetic biology and genetic engineering that may adversely affect market acceptance of our product candidates;
- reliance on third-party collaborators;
- our ability to manage the growth of the business;
- our ability to attract and retain key employees or to enforce the terms of noncompetition agreements with employees;
- the failure to comply with applicable laws and regulations;
- potential security breaches, including cybersecurity incidents;
- political, economic and military instability in the State of Israel; and
- other factors discussed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (the "2019 Annual Report").

For a detailed discussion of these and other risks, uncertainties and factors, see Part I, Item 1A— "Risk Factors" of our 2019 Annual Report and in Part II, Item 1A of this Quarterly Report. All forward-looking statements contained in this Quarterly Report speak only as of the date hereof. Except as required by law, we are under no duty to (and expressly disclaim any such obligation to) update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this Quarterly Report. Comparisons of results between current and prior periods are not intended to express any future trends, or indications of future performance, and should be viewed only as historical data.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

INDEX TO FINANCIAL STATEMENTS

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)
USD in thousands, except share and per share data

	Note	As of September 30, 2020	As of December 31, 2019
ASSETS			
Current assets			
Cash and cash equivalents		53,302	72,256
Restricted cash		855	154
Short-term deposits	3	10,390	10,003
Related party	9	-	50
Other current assets		755	2,068
Total current assets		65,302	84,531
Non-current assets			
Lease deposit		-	5
Property and equipment, net		2,062	1,881
In-process research and development ("R&D"), net	6	3,419	4,556
Operating lease right-of-use assets	4	4,370	1,148
Total non-current assets		9,851	7,590
		75,153	92,121

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)
USD in thousands, except share and per share data

	Note	As of September 30, 2020	As of December 31, 2019
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities			
Trade account payables		1,301	3,253
Other account payables		2,814	2,596
Current portion of lease liabilities	4	594	375
Total current liabilities		4,709	6,224
Non-current liabilities			
Lease liabilities, net of current portion	4	3,905	856
Contingent liabilities	5,7	701	585
Total non-current liabilities		4,606	1,441
Commitments and Contingent Liabilities	7		
Shareholders' equity			
Common stock, $0.0001 par value ("Common Stock"); Authorized - 60,000,000 shares as of September 30, 2020 and December 31, 2019. Issued - 23,173,378 as of September 30, 2020 and 22,862,835 as of December 31, 2019. Outstanding - 23,167,678 shares as of September 30, 2020 and 22,862,835 as of December 31, 2019	8	2	2
Additional paid in capital		128,950	126,626
Accumulated deficit		(63,114)	(42,172)
Total shareholders' equity		65,838	84,456
		75,153	92,121

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)
USD in thousands, except share and per share data

	Note	Three months ended September 30,		Nine months ended September 30,	
		2020	2019	2020	2019
Research and development expenses, net		6,436	2,858	14,441	8,458
General and administrative expenses		2,394	1,797	6,749	3,987
Operating loss		8,830	4,655	21,190	12,445
Financial expenses (income), net		5	(395)	(248)	(1,182)
Net Loss		8,835	4,260	20,942	11,263
Basic and diluted loss per share of Common Stock	10	0.38	2.69	0.91	7.37
Weighted average number of shares of Common Stock outstanding, basic and diluted		23,150,253	2,035,625	23,013,790	2,015,349

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (unaudited)
USD in thousands, except share and per share data

	Common Stock		Additional paid	Accumulated	Total shareholders'
	Shares	Amount	in capital	deficit	equity
Balance as of December 31, 2019	22,862,835	2	126,626	(42,172)	84,456
Exercise of options	57,325	(*)	106	-	106
Share-based payment	-	-	337	-	337
Net loss	-	-	-	(5,901)	(5,901)
Balance as of March 31, 2020	22,920,160	2	127,069	(48,073)	78,998
Exercise of options	220,104	(*)	52	-	52
Share-based payment	-	-	677	-	677
Net loss	-	-	-	(6,206)	(6,206)
Balance as of June 30, 2020	23,140,264	2	127,798	(54,279)	73,521
Exercise of options	27,414	-	38	-	38
Share-based payment	-	-	1,114	-	1,114
Net loss	-	-	-	(8,835)	(8,835)
Balance as of September 30, 2020	23,167,678	2	128,950	(63,114)	65,838

(*) Less than $1.

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (unaudited)
USD in thousands, except share and per share data

	Common Stock		Preferred A Shares (pre-merger-BiomX Ltd.)		Preferred B Shares (pre-merger-BiomX Ltd.)		Additional paid in	Accumulated	Total shareholders'
	Shares (**)	Amount	Shares (**)	Amount	Shares (**)	Amount	capital	deficit	equity
Balance as of December 31, 2018	2,307,871	(*)	7,543,831	1	5,170,357	1	64,410	(21,609)	42,803
Issuance of shares	-	-	-	-	308,628	(*)	1,800	-	1,800
Share-based payment	-	-	-	-	-	-	304	-	304
Net loss	-	-	-	-	-	-	-	(3,225)	(3,225)
Balance as of March 31, 2019	2,307,871	(*)	7,543,831	1	5,478,985	1	66,514	(24,834)	41,682
Share-based payment	-	-	-	-	-	-	327	-	327
Net loss	-	-	-	-	-	-	-	(3,778)	(3,778)
Balance as of June 30, 2019	2,307,871	(*)	7,543,831	1	5,478,985	1	66,841	(28,612)	38,231
Share-based payment	-	-	-	-	-	-	249	-	249
Exercise of options	41,200	(*)	-	-	-	-	43	-	43
Net loss	-	-	-	-	-	-	-	(4,260)	(4,260)
Balance as of September 30, 2019	2,349,071	(*)	7,543,831	1	5,478,985	1	67,133	(32,872)	34,263

(*) Less than $1.

(**) Number of shares has been retroactively adjusted based on the equivalent number of shares received by the accounting acquirer in the Recapitalization Transaction consummated on October 28, 2019 (refer to Note 1).

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOMX INC.
(formerly known as Chardan Healthcare Acquisition Corp.)
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)
USD in thousands

	For the nine months ended September 30,	
	2020	**2019**
CASH FLOWS – OPERATING ACTIVITIES		
Net loss	(20,942)	(11,263)
Adjustments required to reconcile cash flows used in operating activities		
Depreciation and amortization	1,618	259
Share-based compensation	2,128	880
Revaluation of contingent liabilities	116	20
Changes in operating assets and liabilities:		
Other receivables	1,318	21
Trade account payables	(1,877)	(119)
Other account payables	218	(151)
Operating lease liabilities	46	-
Related party	50	(150)
Net cash used in operating activities	(17,325)	(10,503)
CASH FLOWS – INVESTING ACTIVITIES		
Decrease (Increase) in short-term deposits	(387)	12,618
Purchase of property and equipment	(662)	(987)
Net cash provided by (used in) investing activities	(1,049)	11,631
CASH FLOWS – FINANCING ACTIVITIES		
Issuance of preferred shares, net	-	1,800
Outflows in connection with current assets and liabilities acquired in Recapitalization Transaction	(75)	-
Exercise of stock options	196	43
Net cash provided by financing activities	121	1,843
Increase (decrease) in cash and cash equivalents and restricted cash	(18,253)	2,971
Cash and cash equivalents and restricted cash at the beginning of the period	72,410	8,693
Cash and cash equivalents and restricted cash at the end of the period	54,157	11,664
Supplemental non-cash transactions:		
Recognition of right-of-use asset and lease liability upon adoption of ASU 2016-02	-	645
Assets acquired under operating leases	3,551	599

The accompanying notes are an integral part of these condensed consolidated financial statements.

NOTE 1 – GENERAL

A. General information:

BiomX Inc. (formerly known as Chardan Healthcare Acquisition Corp., individually prior to the Recapitalization Transaction (as defined below), and together with its subsidiaries, BiomX Ltd. and RondinX Ltd. after the Recapitalization Transaction, the "Company" or "BiomX") was incorporated as a blank check company on November 1, 2017, under the laws of the state of Delaware, for the purpose of entering into a merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization or similar business combination with one or more businesses or entities.

On July 16, 2019, the Company entered into a merger agreement with BiomX Ltd. ("BiomX Israel"), a company incorporated under the laws of Israel, CHAC Merger Sub Ltd. ("Merger Sub") and Shareholder Representative Services LLC ("SRS"), as amended on October 11, 2019, pursuant to which, among other things, BiomX Israel merged with Merger Sub, with BiomX Israel being the surviving entity in accordance with the Israeli Companies Law, 5759-1999, as a wholly owned direct subsidiary of BiomX Inc.

On October 28, 2019, the Company consummated the acquisition of 100% of the outstanding shares of BiomX Israel (the "Recapitalization Transaction"). Pursuant to the aforementioned merger agreement, in exchange for all of the outstanding shares of BiomX Israel, the Company issued to the shareholders of BiomX Israel a total of 15,069,058 shares of the Company's Common Stock representing approximately 65% of the total shares issued and outstanding after giving effect to the Recapitalization Transaction. As a result of the Recapitalization Transaction, BiomX Israel became a wholly owned subsidiary of the Company. As the shareholders of BiomX Israel received the largest ownership interest in the Company, BiomX Israel was determined to be the "accounting acquirer" in the Recapitalization Transaction. As a result, the historical financial statements of the Company were replaced with the financial statements of BiomX Israel for all periods presented.

Following the Recapitalization Transaction, the Company retained $60.1 thousand held in a trust account, after redemptions of a portion of shares of Common Stock issued in the initial public offering of the Company and held by certain shareholders.

The numbers of shares and instruments convertible into shares included within these financial statements have been retroactively adjusted based on the equivalent number of shares received by the accounting acquirer in the Recapitalization Transaction.

On October 28, 2019, the Company was renamed BiomX Inc. and the Company's shares of Common Stock, units, and warrants began trading in NYSE American under the symbols PHGE, PHGE.U, and PHGE.WS, respectively.

On February 6, 2020, the Company's Common Stock also began trading on the Tel Aviv Stock Exchange.

B. Risk factors:

To date, the Company has not generated revenue from its operations. As of September 30, 2020, the Company had a cash and cash equivalents and restricted cash balance of approximately $54 thousand and short-term deposits of approximately $10 thousand, which management believes is sufficient to fund its operations for more than 12 months from the date of issuance of these condensed consolidated financial statements and sufficient to fund its operations necessary to continue development activities of its current proposed products.

Consistent with its continuing R&D activities, the Company expects to continue to incur additional losses for the foreseeable future. The Company plans to continue to fund its current operations, as well as other development activities relating to additional product candidates, through future issuances of debt and/or equity securities and possibly additional grants from the Israel Innovation Authority ("IIA") or other government or non-for-profit institutions. The Company's ability to raise additional capital in the equity and debt markets is dependent on a number of factors including, but not limited to, the market demand for the Company's Common Stock, which itself is subject to a number of development and business risks and uncertainties, as well as the uncertainty that the Company would be able to raise such additional capital at a price or on terms that are favorable to it.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Unaudited Condensed Financial Statements

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for condensed financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation have been included (consisting only of normal recurring adjustments except as otherwise discussed).

The financial information contained in this report should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, that the Company filed with the U.S. Securities and Exchange Committee (the "SEC") on March 26, 2020.

B. Use of estimates in the preparation of financial statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities in the financial statements and the amounts of expenses during the reported years. Actual results could differ from those estimates.

C. Reclassification

Certain prior year amounts have been reclassified to conform to the current year presentation.

D. Significant Accounting Policies

The significant accounting policies followed in the preparation of these unaudited condensed consolidated financial statements are identical to those applied in the preparation of the latest annual audited financial statements with the exception of the following:

In August 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2018-13, "Changes to Disclosure Requirements for Fair Value Measurements," which will improve the effectiveness of disclosure requirements for recurring and nonrecurring fair value measurements. The standard removes, modifies, and adds certain disclosure requirements and is effective for the Company beginning on January 1, 2020. This standard did not have a material impact on the Company's condensed consolidated financial statements and related disclosures.

In November 2018, the FASB issued ASU No. 2018-18, "Collaborative Arrangements (Topic 808)," which clarifies the interaction between Topic 808 and Topic 606, "Revenue from Contracts with Customers". The Company adopted this standard in the first quarter of fiscal year 2020. This standard did not have a material impact on the Company's condensed consolidated financial statements and related disclosures.

E. Recent Accounting Standards:

In June 2016, FASB issued ASU No. 2016-13, "Financial Instruments – Credit Losses", to improve information on credit losses for financial assets and net investment in leases that are not accounted for at fair value through net income. The ASU replaces the current incurred loss impairment methodology with a methodology that reflects expected credit losses. This guidance is effective for the Company beginning on January 1, 2023, with early adoption permitted. The Company does not expect that the adoption of this standard will have a significant impact on its condensed consolidated financial statements and related disclosures.

In December 2019, the FASB issued ASU No. 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes" ("ASU 2019-12"), which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in Topic 740 and also clarifies and amends existing guidance to improve consistent application. This guidance is effective for the Company beginning on January 1, 2021, with early adoption permitted. The Company does not expect that the adoption of this standard will have a significant impact on its condensed consolidated financial statements and related disclosures.

(USD in thousands, except share and per share data)

F. Foreign exchange risk management

The Company uses foreign exchange contracts (mainly option and forward contracts) to hedge cash flows from currency exposure. These foreign exchange contracts are not designated as hedging instruments for accounting purposes. In connection with these foreign exchange contracts, the Company recognizes gains or losses that offset the revaluation of the cash flows also recorded under financial expenses (income), net in the condensed consolidated statements of operations. As of September 30, 2020, the Company had outstanding foreign exchange contracts in the amount of approximately $3.5 thousand. As of September 30, 2019, the Company had no outstanding foreign exchange contracts.

I. Fair value of financial instruments:

The Company accounts for financial instruments in accordance with ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"). ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 – Quoted prices in non-active markets or in active markets for similar assets or liabilities, observable inputs other than quoted prices, and inputs that are not directly observable but are corroborated by observable market data.

Level 3 – Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

There were no changes in the fair value hierarchy levelling during the period ended September 30, 2020 and year ended December 31, 2019.

The following table summarizes the fair value of our financial assets and liabilities that were accounted for at fair value on a recurring basis, by level within the fair value hierarchy:

	September 30, 2020			
	Level 1	**Level 2**	**Level 3**	**Fair Value**
Assets:				
Cash equivalents:				
Money market funds	30,000	-	-	30,000
	30,000	**-**	**-**	**30,000**
Liabilities:				
Contingent liabilities	-	-	701	701
	-	**-**	**701**	**701**

	December 31, 2019			
	Level 1	**Level 2**	**Level 3**	**Fair Value**
Assets:				
Cash equivalents:				
Money market funds	-	-	-	-
	-	**-**	**-**	**-**
Liabilities:				
Contingent liabilities	-	-	585	585
	-	**-**	**585**	**585**

Financial instruments with carrying values approximating fair value include cash and cash equivalents, restricted cash, short-term deposits, other current assets, trade accounts payable and other current liabilities, due to their short-term nature.

NOTE 3 – SHORT-TERM DEPOSITS

Short-term deposits represent time deposits placed with banks with original maturities of greater than three months but less than one year. Interest earned is recorded as financial income in the condensed consolidated statements of operations during the periods for which the Company held short-term deposits.

As of September 30, 2020, the Company had deposits dominated in New Israeli Shekels ("NIS") and in USD at Leumi Bank (Israel) and BHI USA with various fixed annual interest rates in the range of 0.5% - 1.58% per year. As of September 30, 2019, the Company had deposits at Leumi Bank (Israel) and BHI USA with various fixed annual interest rates in the range of 2.4% - 3.6% per year.

NOTE 4 – LEASES

On January 1, 2019, the Company adopted ASU No. 2016-02, "Leases (Topic 842)" using the modified retrospective approach for all lease arrangements at the beginning period of adoption. The Company leases office space under operating leases. As of September 30, 2020, the Company's right-of-use assets and lease liabilities for operating leases totaled $4,370 and $4,499, respectively.

In May 2017, BiomX Israel entered into a lease agreement for office space in Ness Ziona, Israel for five years, beginning on June 1, 2017, with an option to extend for an additional five years. Monthly lease payments under the agreement are approximately $18. As part of the agreement, the Company has obtained a bank guarantee in favor of the property owner in the amount of approximately $95, representing four monthly lease and related payments. Lease expenses recorded in the condensed consolidated statements of operations were $55 and $163 for the three and nine months ended September 30, 2020, respectively. Lease expenses recorded in the condensed consolidated statements of operations were $48 and $96 for the three and nine months ended September 30, 2019, respectively.

In September 2019, BiomX Israel entered into a lease agreement for office space in Ness Ziona, Israel for five years beginning on September 8, 2019, with an option to extend for an additional period until July 14, 2027. Monthly lease payments under the agreement are approximately $12. As part of the agreement, BiomX Israel obtained a bank guarantee in favor of the property owner in the amount of approximately $59, representing four monthly lease and related payments. Lease expenses recorded in the condensed consolidated statements of operations were $35 and $105 for the three and nine months ended September 30, 2020, respectively. Lease expenses recorded in the condensed consolidated statements of operations were $8 for the three and nine months ended September 30, 2019, respectively.

In September 2020, BiomX Israel entered into a lease agreement for office space in Ness Ziona, Israel for five years beginning on September 1, 2020, with an option to extend for an additional period until November 30, 2030. This agreement supersedes the above-mentioned May 2017 and September 2019 lease agreements and sets the prior lease agreements' end date to March 31, 2021. Monthly lease payments under the new lease agreement are approximately $50. As part of the agreement, BiomX Israel is exempt from monthly payments under the new agreement until January 15, 2021. BiomX Israel undertook to obtain a bank guarantee in favor of the property owner in the amount of approximately $208, representing four monthly lease and related payments.

(USD in thousands, except share and per share data)

NOTE 4 – LEASES (Cont.)

Supplemental cash flow information related to operating leases was as follows:

	Three months ended September 30, 2020	Nine months ended September 30, 2020
Cash payments for operating leases	90	268

As of September 30, 2020, the Company's operating leases had a weighted average remaining lease term of 10. 2 years and a weighted average discount rate of 6%. Future lease payments under operating leases as of September 30, 2020 were as follows:

	Operating Leases
Remainder of 2020	$ 95
2021	$ 651
2022	$ 580
2023	$ 580
2024	$ 580
2025	$ 580
2026	$ 580
2027	$ 580
2028	$ 580
2029	$ 580
2030	$ 532
Total future lease payments	$ 5,918
Less imputed interest	(1,419)
Total lease liability balance	$ 4,499

(USD in thousands, except share and per share data)

NOTE 5 – ACQUISITION OF SUBSIDIARY

In November 2017, BiomX Israel signed a share purchase agreement with the shareholders of RondinX Ltd. In accordance with the share purchase agreement, BiomX Israel acquired 100% control and ownership of RondinX Ltd. for consideration valued at $4.5 thousand. The consideration included the issuance of 250,023 Preferred A Shares, the issuance of warrants to purchase an aggregate of 4,380 Series A-1 preferred shares and additional contingent consideration. The contingent consideration is based on the attainment of future clinical, developmental, regulatory, commercial and strategic milestones relating to product candidates for the treatment of primary sclerosing cholangitis or entry into qualifying collaboration agreements with certain third parties. The contingent consideration may require the Company to issue 567,729 shares of Common Stock upon the attainment of certain milestones, as well as make future cash payments and/or issue additional shares of the most senior class of the Company's shares authorized or outstanding as of the time the payment is due, or a combination of both of up to $32 thousand within ten years from the closing of the share purchase agreement. The contingent consideration may also require the Company to pay a qualifying up-front fee upon entering of agreements with certain third parties or their affiliates within three years from the closing of the share purchase agreement. The Company has the discretion of determining whether milestone payments will be made in cash or by issuance of shares.

There were no changes in the fair value hierarchy leveling during the nine months ended September 30, 2020 or 2019.

The change in the fair value of the contingent consideration as of September 30, 2020 and 2019 was as follows:

	Contingent consideration
As of December 31, 2019	585
Revaluation of contingent consideration	116
As of September 30, 2020	701

	Contingent consideration
As of December 31, 2018	889
Revaluation of contingent consideration	20
As of September 30, 2019	909

NOTE 6 – IN-PROCESS RESEARCH AND DEVELOPMENT

Intangible assets acquired in the RondinX Ltd. acquisition (see Note 5) were determined to be in-process R&D. In accordance with ASC 350-30-35-17A ("Intangible assets with indefinite lives"), R&D assets acquired in a business combination are considered an indefinite-lived intangible asset until completion or abandonment of the associated R&D efforts. On January 1, 2020, the in-process R&D efforts were completed. The Company had determined the useful life of the R&D assets for three years and began amortizing these assets accordingly in the financial statements. Amortization expenses recorded in the condensed consolidated statements of operations were $379 and $1,137 for the three and nine months ended September 30, 2020, respectively. Based on management's analysis, there was no impairment for the three and nine months ended September 30, 2020 and 2019.

NOTE 7 – COMMITMENTS AND CONTINGENT LIABILITIES

A. During 2015, 2016 and 2017, BiomX Israel submitted three applications to the IIA for an R&D project for the technological incubators program. The approved annual budget per application was NIS 2.7 thousand (approximately $726). According to the IIA directives, the IIA transferred to the Company 85% of the approved budget while the remainder of the budget was funded by certain shareholders.

In December 2019, the IIA approved a new application for a total budget of NIS 10.8 thousand (approximately $3.1 thousand). IIA committed to funding 30% of the approved budget. The program is for the period beginning July 2019 through December 2019. BiomX Israel has not yet submitted the final report to the IIA for this program.

During April 2020, the IIA approved a new application for a total budget of NIS 15.6 thousand (approximately $4.4 thousand). The IIA committed to funding 30% of the approved budget. The program is for the period beginning January 2020 through December 2020. As of September 30, 2020, the Company received NIS 1.6 thousand (approximately $0.5 thousand) from the IIA with respect to this program.

According to the agreement with the IIA, BiomX Israel will pay royalties of 3% to 3.5% of future sales up to an amount equal to the accumulated grant received, including annual interest of LIBOR linked to the USD. BiomX Israel may be required to pay additional royalties upon the occurrence of certain events as determined by the IIA, that are within the control of the Company. No such events have occurred or were probable of occurrence as of the balance sheet date with respect to these royalties. Repayment of the grant is contingent upon the successful completion of the Company's R&D programs and generating sales. The Company has no obligation to repay these grants if the R&D program fails, is unsuccessful or aborted or if no sales are generated. The Company had not yet generated sales as of September 30, 2020, therefore, no liability was recorded in these condensed consolidated financial statements.

As of September 30, 2020, the Company had a contingent liability to the IIA in the amount of approximately $2.3 thousand including annual interest of LIBOR linked to the USD.

B. In June 2015, BiomX Israel entered into a Research and License Agreement (the "2015 License Agreement") as amended with Yeda Research and Development Company Limited ("Yeda"), according to which Yeda undertakes to procure the performance of certain research, including proof-of-concept studies testing in-vivo phage eradication against a model bacteria in germ free mice, development of an inflammatory bowel disease ("IBD") model in animals under germ-free conditions and establishing an in-vivo method for measuring immune induction capability (Th1) of bacteria, followed by testing several candidate IBD inducing bacterial strains during the research period, as defined in the 2015 License Agreement and subject to the terms and conditions specified in the 2015 License Agreement. BiomX Israel contributed an aggregate of approximately $1.8 thousand to the research budget agreed upon in the 2015 License Agreement. In addition, Yeda granted BiomX Israel an exclusive worldwide license for the development, production and sale of the products, as defined and subject to the terms and conditions specified in the 2015 License Agreement. In return, BiomX Israel will pay Yeda annual license fees of approximately $10 and royalties on revenues as defined in the 2015 License Agreement. In addition, in the event of certain mergers and acquisitions by the Company, Yeda will be entitled to an amount equivalent to 1% of the consideration received under such transaction (the "Exit Fee"), as adjusted per the terms of the 2015 License Agreement. In July 2019, the Company and Yeda amended the 2015 License Agreement and the 2017 License Agreement (as defined below) with Yeda (the "Yeda Amendment"). See Note 7H regarding the Yeda Amendment. As the Company has not yet generated revenue from operations, no provision was included in the condensed consolidated financial statements as of September 30, 2020 and December 31, 2019 with respect to the 2015 License Agreement.

C. In May 2017, BiomX Israel signed an additional agreement with Yeda (the "2017 License Agreement"), according to which Yeda provided a license to the Company. As consideration for the license, the Company will pay $10 over the term of the 2017 License Agreement, unless earlier terminated by either party, and granted Yeda 591,382 warrants to purchase shares of Common Stock. Refer to Note 8 below for the terms of the warrants granted. In addition, the 2017 License Agreement includes additional consideration contingent upon future sales or sublicensing revenue. As the Company has not yet generated revenue from operations, no provision was included in the condensed consolidated financial statements with respect to the 2017 License Agreement as of September 30, 2020 and December 31, 2019.

In July 2019, the Company and Yeda amended the 2015 License Agreement and the 2017 License Agreement with Yeda. See Note 7H regarding the Yeda Amendment.

NOTE 7 – COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

D. In April 2017, BiomX Israel signed an exclusive patent license agreement (the "2017 Patent License Agreement") with the Massachusetts Institute of Technology ("MIT") covering methods to synthetically engineer phage. According to the agreement, BiomX Israel received an exclusive, royalty-bearing license to certain patents held by MIT. In return, BiomX Israel paid an initial license fee of $25 during the year ended December 31, 2017 and is required to pay certain license maintenance fees of up to $250 in each subsequent year and following the commercial sale of licensed products. BiomX Israel is also required to make payments to MIT upon the satisfaction of development and commercialization milestones totaling up to $2.4 thousand in aggregate as well as royalty payments on future revenues. The condensed consolidated financial statements as of September 30, 2020 and December 31, 2019 include a liability with respect to this agreement in the amount of $240 and $108, respectively.

In October 2020, the Company and MIT amended the 2017 Patent License Agreement (the "MIT Amendment"). See note 11B regarding the MIT Amendment.

E. As successor in interest to RondinX Ltd., BiomX Israel is a party to a license agreement dated March 20, 2016 with Yeda, pursuant to which BiomX Israel has a worldwide exclusive license to Yeda's know-how, information and patents related to the Company's meta-genomics target discovery platform. As consideration for the license, BiomX Israel will pay license fees of $10 subject to the terms and conditions of the agreement. Either party has the option to terminate the agreement at any time by way of notice to the other party as outlined in the agreement. In addition, the Company will pay a royalty in the low single digits on revenue of products. The condensed consolidated financial statements as of September 30, 2020 and December 31, 2019 include a liability with respect to this agreement in the amount of $83 and $260, respectively.

F. In December 2017, BiomX Israel signed a patent license agreement with Keio University and JSR Corporation in Japan. According to the agreement, BiomX Israel received an exclusive patent license to certain patent rights related to the Company's IBD program. In return, the Company will pay an annual license fee of between $15 and $25 subject to the terms and conditions specified in the agreement. Additionally, the Company is obligated to make additional payments based upon the achievement of clinical and regulatory milestones up to an aggregate of $3.2 thousand and royalty payments based on future revenue. As the Company has not yet generated revenue from operations and the achievement of certain milestones is not probable, no provision was included in the condensed consolidated financial statements as of September 30, 2020 and December 31, 2019 with respect to the agreement.

In April 2019, BiomX Israel signed an additional patent license agreement with Keio University and JSR Corporation in Japan. According to the agreement, BiomX Israel received an exclusive sublicense by JSR to certain patent rights related to the Company's Primary Sclerosing Cholangitis program. In return, the Company is required (i) to pay a license issue fee of $20 and annual license fees ranging from $15 to $25 and (ii) make additional payments based upon the achievement of clinical and regulatory milestones up to an aggregate of $3.2 thousand and (iii) make tiered royalty payments, in the low single digits based on future revenue. The condensed consolidated financial statements include liabilities with respect to this agreement in the amount of $378 and $217 as of September 30, 2020 and December 31, 2019, respectively.

G. BiomX Israel entered into loan agreements with certain shareholders who were subject to taxation in Israel in connection with the Recapitalization Transaction. The loans are for a period of up to two years from the time of the grant, are non-recourse, and are secured by shares of Common Stock issued to them with a value that equals three times the loan amount at the time of the grant. If any of such shareholders defaults on such loan, the Company will have the right to forfeit or sell such number of shares with a value equal to the amount of the loan not timely repaid (plus interest accrued thereon), based on their market price at the time of such forfeiture or sale. As of September 30, 2020, one loan was granted in the amount of $19, and the aggregate amount of the remaining potential commitment as of September 30, 2020 is $89. All other shareholders waived their right to the loans. The number of shares of Common Stock in respect of which the $19 loan was granted was 5,700. The granting of the loan and the restrictions imposed on the related Common Stock until repayment of the loan were accounted as an acquisition of treasury stock by the Company at an amount equal to the loan.

H. In July 2019, the Company and Yeda amended the 2015 License Agreement and the 2017 License Agreement with Yeda. Pursuant to the Yeda Amendment, following the closing of the Recapitalization Transaction, the provisions of the Yeda license agreements related to the exit fee were amended so that the Company is obligated to pay Yeda a one-time payment as described in the Yeda Amendment which will not exceed 1% of the consideration received in the event of any merger or acquisition involving the Company instead of the Exit Fee, with respect to each license agreement.

I. On September 1, 2020 ("Effective Date"), BiomX Israel entered into a research collaboration agreement with Boehringer Ingelheim International GmbH ("BI") for a collaboration on biomarker discovery for IBD. Under the agreement, BiomX Israel is eligible to receive fees totaling $439 in installments of $50 within 60 days of the Effective date, $100 upon receipt of the BI materials, $150 upon the completion of data processing and $139 upon delivery of the Final Report of observations and Results of the Project (as such terms are defined within the agreement). Unless terminated earlier, this agreement will remain in effect, until one year after the Effective Date or completion of the Project Plan (as defined in the agreement) and submission and approval of the Final Report. The research period started during September 2020.

NOTE 8 – SHAREHOLDERS EQUITY

A. Share Capital:

Common Stock:

The Company is authorized to issue 60,000,000 shares of Common Stock. Holders of the Company's Common Stock are entitled to one vote for each share. As of September 30, 2020, the Company had 23,173,378 issued shares and 23,167,678 outstanding shares of Common Stock.

Share Exchange:

As detailed in Note 1, as part of the Recapitalization Transaction on October 28, 2019, the Company issued 15,069,058 shares of Common Stock in exchange for approximately 65% of the issued and outstanding ordinary shares and all the preferred shares of BiomX Israel. The number of shares prior to the Recapitalization Transaction has been retroactively adjusted based on the equivalent number of shares received by the accounting acquirer in the Recapitalization Transaction.

In addition, the Company also agreed to issue the following number of additional shares of Common Stock, in the aggregate, to Chardan Healthcare Acquisition Corp. shareholders on a pro rata basis, subject to the Company's achievement of the conditions specified below following the Recapitalization Transaction (all with respect to the Company's shares of Common Stock traded on NYSE American):

A. 2,000,000 additional shares of the Company's Common Stock if the daily volume weighted average price of the Company's Common Stock in any 20 trading days within a 30-trading day period prior to January 1, 2022 is greater than or equal to $16.50 per share.

B. 2,000,000 additional shares of the Company's Common Stock if the daily volume weighted average price of the Company's Common Stock in any 20 trading days within a 30-trading day period prior to January 1, 2024 is greater than or equal to $22.75 per share.

C. 2,000,000 additional shares of the Company's Common Stock if the daily volume weighted average price of the Company's Common Stock in any 20 trading days within a 30-trading day period prior to January 1, 2026 is greater than or equal to $29.00 per share.

Preferred Stock:

The Company is authorized to issue 1,000,000 shares of preferred stock with a par value of $0.0001 per share with such designation, rights and preferences as may be determined from time to time by the Company's Board of Directors.

NOTE 8 – SHAREHOLDERS EQUITY (Cont.)

B. Share-based compensation:

In 2015, the Board of Directors of BiomX Israel approved a plan for the allocation of options to employees, service providers and officers (the "2015 Plan"). The options represented a right to purchase one ordinary share of BiomX Israel in consideration of the payment of an exercise price. The options were granted in accordance with the "capital gains route" under section 102 and section 3(i) of the Israeli Income Tax Ordinance and section 409A of the Israeli Internal Revenue Code.

The original 2015 Plan was adjusted following the Recapitalization Transaction on October 28, 2019 such that each outstanding option entitles its holder to purchase one share of Common Stock of the Company. As a result, the number of options and exercise price per share were adjusted in a technical manner such that there was no change in the fair value of the awards under the adjusted 2015 Plan. The number of outstanding options and exercise prices in this Note have been restated to reflect the adjusted 2015 Plan. As of September 30, 2020, there are no shares remaining for issuance under the 2015 Plan.

During 2019, the Board approved the grant of 704,669 options to 22 employees and 79,630 options to two consultants, without consideration. 527,716 of the options granted are to the executive officers of the Company. These options were granted under the 2015 Plan.

During 2019, 74,581 options were exercised to purchase shares of Common Stock at an average exercise price of $1.34 per share.

Certain senior employees and directors are entitled to full acceleration of their unvested options upon the occurrence of both a change in control of the Company and the end of their engagement with the Company.

In 2019, the Company adopted a new incentive plan (the "2019 Plan") to grant 1,000 options, exercisable for Common Stock.

The aggregate number of shares of Common Stock that may be delivered pursuant to the 2019 Plan will automatically increase on January 1 of each year, commencing on January 1, 2020 and ending on (and including) January 1, 2029, in an amount equal to four percent (4%) of the total number of shares of Common Stock outstanding on December 31 of the preceding calendar year. Notwithstanding the foregoing, the Board of Directors may act prior to January 1 of a given year to provide that there will be no January 1 increase for such year or that the increase for such year will be a lesser number of Common Stock than provided herein. On January 1, 2020, the number of shares of Common Stock available to grant under the 2019 Plan was increased by 914,741.

On March 25, 2020, the Board of Directors approved the grant of 814,700 options without consideration to 65 employees, one consultant, four senior officers (one of whom is a consultant), and six directors under the 2019 Plan. These options were granted at an exercise price of $6.21 per share with vesting periods ranging from three to four years. Directors and senior officers are entitled to full acceleration of their unvested options upon the occurrence of both a change in control of the Company and the end of their engagement with the Company.

On May 5, 2020, the Board of Directors approved the grant of 79,000 options without consideration to four employees, under the 2019 Plan. These options were granted at an exercise price of $5.59 per share with a vesting period of four years.

As of September 30, 2020, there were 48,041 shares available for issuance under the 2019 Plan. Refer to Note 11A for options granted on October 2, 2020.

NOTE 8 – SHAREHOLDERS EQUITY (Cont.)

B. Share-based compensation: (Cont.)

The fair value of each option was estimated as of the date of grant or reporting period using the Black-Scholes option-pricing model, using the following assumptions:

	Nine months ended September 30,	
	2020	**2019**
Underlying value of share of Common Stock ($)	5.59-6.21	2.03
Exercise price ($)	5.59-6.21	2.03
Expected volatility (%)	85.0	93.1
Term of the option (years)	6.25	6.25
Risk-free interest rate (%)	0.37-0.52	2.23

The cost of the benefit embodied in the options granted during the nine months ended September 30, 2020, based on their fair value at the grant date, is estimated to be $3.8 thousand. These amounts will be recognized in the condensed consolidated statements of operations over the vesting period.

(1) A summary of options granted to purchase the Company's Common Stock under the Company's share option plans is as follows:

	For the nine months ended September 30, 2020		
	Number of Options	**Weighted average exercise price**	**Aggregate intrinsic value**
		USD	**USD in thousands**
Outstanding at the beginning of period	3,143,802	1.09	25,733
Granted	893,700	6.16	
Forfeited	(61,110)	3.47	
Exercised	(304,843)	0.70	
Outstanding at the end of period	3,671,549	3.08	12,665
Vested at end of period	1,738,957		
Weighted average remaining contractual life – years as of September 30, 2020	7.82		

(USD in thousands, except share and per share data)

NOTE 8 – SHAREHOLDERS EQUITY (Cont.)

B. Share-based compensation: (Cont.)

Warrants:

As of September 30, 2020 and December 31, 2019, the Company had the following outstanding warrants to purchase Common Stock as follows:

Warrant	Issuance Date	Expiration Date	Exercise Price Per Share (USD)	Number of Shares of Common Stock Underlying Warrants
Private Warrants issued to Yeda (see 1 below)	May 11, 2017	May 11, 2025	(*)	591,382
Private Warrants issued to founders (see 2 below)	November 27, 2017		-	10,589
Private Placement Warrants (see 3 below)	IPO (December 13, 2018)	December 13, 2023	11.50	2,900,000
Public Warrants (see 4 below)	IPO (December 13, 2018)	October 28, 2024	11.50	3,500,000
				7,001,971

(*) less than $0.001.

1. In May 2017, in accordance with the 2017 License Agreement (see also Note 7C), BiomX Israel issued 591,382 warrants to Yeda to purchase Common Stock at $0.0001 nominal value, for nominal consideration. No expenses or income were recorded in R&D expenses, net in the condensed consolidated statements of comprehensive loss for the nine months ended September 30, 2020 and 2019.

236,552 warrants were fully vested and exercisable on the date of their issuance. The remainder of the warrants will vest and become exercisable subject to achievement of certain milestones specified in the agreement as follows:

a. 177,414 upon the filing of a patent application covering any Discovered Target or a Product (both as defined in the 2017 License Agreement).

b. 118,277 upon achievement of the earlier of the following milestones by the Company:

(i) execution of an agreement with a pharmaceutical company with respect to the commercialization of any of the Company's licensed technology or the Consulting IP or a Product (both defined in the 2017 License Agreement); or

(ii) the filing of a patent application covering any Discovered Target (as defined in the 2017 License Agreement) or a Product.

c. 59,139 upon completion of a Phase 1 clinical trial in respect of a Product (as defined in the 2017 License Agreement).

NOTE 8 – SHAREHOLDERS EQUITY (Cont.)

B. Share-based compensation: (Cont.)

2. In November 2017, BiomX Israel issued 7,615 warrants to Yeda and 2,974 warrants to its founders. All the warrants were fully vested at their grant date and will expire immediately prior to a consummation of an M&A transaction. The warrants did not expire as a result of the Recapitalization Transaction and have no exercise price.

3. The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Company initial public offering, except that the Private Placement Warrants are exercisable for cash (even if a registration statement covering the shares of Common Stock issuable upon exercise of such warrants is not effective) or on a cashless basis, at the holder's option, and will not be redeemable by the Company, in each case, so long as they are held by the initial purchasers or their permitted transferees. If the Private Placement Warrants are held by someone other than the initial purchasers or their permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants. The Company filed a Registration Statement on Form S-1 for the resale of shares underlying the warrants on December 13, 2019, which was declared effective on January 3, 2020.

4. The Public Warrants became exercisable upon the closing of the Recapitalization Transaction. No fractional shares will be issued upon exercise of the Public Warrants. Therefore, Public Warrants must be exercised in multiples of two warrants. The Public Warrants will expire five years after the completion of the Recapitalization Transaction or earlier upon redemption or liquidation. The Company filed a Registration Statement on Form S-1 for the resale of shares underlying the warrants on December 13, 2019, which was declared effective on January 3, 2020.

The Company may redeem the Public Warrants:

- in whole and not in part;
- at a price of $0.01 per warrant;
- at any time during the exercise period;
- upon a minimum of 30 days' prior written notice of redemption;
- if, and only if, the last sale price of the Company's Common Stock equals or exceeds $16.00 per share for any 20 trading days within a 30-trading day period ending on the third business day prior to the date on which the Company sends the notice of redemption to the warrant holders; and
- if, and only if, there is a current registration statement in effect with respect to the shares of Common Stock underlying such warrants at the time of redemption and for the entire 30-day trading period referred to above and continuing each day thereafter until the date of redemption.

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement. The exercise price and number of shares of Common Stock issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuance of Common Stock at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the warrants.

(USD in thousands, except share and per share data)

NOTE 8 – SHAREHOLDERS EQUITY (Cont.)

(2) The following table sets forth the total share-based payment expenses resulting from options granted, included in the condensed consolidated statements of operations:

	Nine months ended September 30,	
	2020	**2019**
Research and development expenses, net	1,345	520
General and administrative	783	360
	2,128	880

	Three months ended September 30,	
	2020	**2019**
Research and development expenses, net	843	153
General and administrative	271	96
	1,114	249

NOTE 9 – RELATED PARTIES

On October 31, 2018, BiomX Israel entered into a research collaboration agreement with Janssen Research & Development, LLC ("Janssen"), an affiliate of shareholder Johnson & Johnson Development Corporation, for a collaboration on biomarker discovery for IBD. Under the agreement, BiomX Israel was eligible to receive fees totaling $167 in installments of $50 within 60 days of signing of the agreement, $17 upon completion of data processing and two installments of $50 each upon delivery of Signature Phase I of the Final Study Report (both terms defined within the agreement). This agreement was in effect until 30 days after the parties completed the research program and BiomX Israel provided Janssen with a final study report. The research period started during March 2019 and ended in September 2019. The final report was provided to Janssen in December 2019.

(USD in thousands, except share and per share data)

NOTE 10 – BASIC LOSS PER SHARE

The basic and diluted net loss per share and weighted average number of shares of Common Stock used in the calculation of basic and diluted net loss per share are as follows:

	Nine months ended September 30,	
	2020	**2019**
Net loss	20,942	11,263
Interest accrued on preferred shares (pre-merger – BiomX Israel)	-	3,594
Net loss used in the calculation of basic net loss per share	20,942	14,857
Net loss per share	0.91	7.37
Weighted average number of shares of Common Stock	23,013,790	2,015,349

	Three months ended September 30,	
	2020	**2019**
Net loss	8,835	4,260
Interest accrued on preferred shares (pre-merger – BiomX Israel)	-	1,212
Net loss used in the calculation of basic net loss per share	8,835	5,472
Net loss per share	0.38	2.69
Weighted average number of shares of Common Stock	23,150,253	2,035,625

NOTE 11 – SUBSEQUENT EVENTS

A. On October 2, 2020, the Company's Board of Directors approved the grant of 32,000 options without consideration to two directors under the 2019 Plan. These options were granted at an exercise price of $6.44 per share with a vesting period of four years. Directors are entitled to full acceleration of their unvested options upon the occurrence of both a change in control of the Company and the end of their engagement with the Company.

B. In October 2020, the Company and MIT amended the 2017 Patent License Agreement. Pursuant to the MIT Amendment, BiomX Israel will continue to receive an exclusive, royalty-bearing license to certain patents held by MIT. In return, BiomX Israel is required to pay certain license maintenance fees of up to $250 in each subsequent year and following the commercial sale of licensed products. BiomX Israel is also required to make payments to MIT upon the satisfaction of development and commercialization milestones totaling up to $4.7 thousand in aggregate, as well as royalty payments on future revenues.

C. On October 1, 2020, the Company entered into a lease agreement for office space in Branford, Connecticut for 25 months beginning on October 5, 2020. Monthly lease payments under the agreement are approximately $4. As part of the agreement, the Company is required to deposit $8 as a security, representing two monthly lease and related payments.

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

References in this Quarterly Report to "we," "us," the "Company" or similar words refer to the combined company, BiomX Inc. When this Quarterly Report references "BiomX" and describes the business of BiomX, it refers to the business of BiomX Ltd., an Israeli company and wholly-owned subsidiary of the Company, and RondinX Ltd., an Israeli company and wholly-owned subsidiary of BiomX Ltd. The financial statements included in this Quarterly Report show the condensed consolidated balances and transactions of the Company and BiomX and show comparative financial information of BiomX (the acquirer in a reverse merger for accounting purposes). The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with the financial statements and the notes thereto contained elsewhere in this Quarterly Report. Certain information contained in the discussion and analysis set forth below includes forward-looking statements that involve risks and uncertainties.

Pursuant to a merger agreement dated as of July 16, 2019 and amended as of October 11, 2019, among other things, CHAC Merger Sub Ltd., an Israeli company and wholly owned subsidiary of the Company, merged with and into BiomX, with BiomX continuing as the surviving entity and a wholly-owned subsidiary of the Company (the "Recapitalization Transaction"). The Recapitalization Transaction was treated as a "reverse merger" in accordance with GAAP. For accounting purposes, BiomX was considered to have acquired the Company. Therefore, for accounting purposes, the Recapitalization Transaction was treated as the equivalent of a capital transaction in which BiomX issued stock for the net assets of the Company. The net assets of the Company were stated at historical cost with no goodwill or other intangible assets recorded. The post-acquisition financial statements of the Company show the consolidated balances and transactions of the Company and BiomX as well as comparative financial information of BiomX (the acquirer for accounting purposes).

General

We are a clinical company developing products using both natural and engineered phage technologies designed to target and destroy bacteria that affect the appearance of skin, as well as harmful bacteria in chronic diseases, such as inflammatory bowel disease ("IBD"), Cystic Fibrosis ("CF"), Atopic Dermatitis ("AD"), primary sclerosing cholangitis ("PSC") and colorectal cancer ("CRC"). Bacteriophage or phage are viruses that target bacteria and are considered inert to mammalian cells. By developing proprietary combinations of naturally occurring phage and by creating novel phage using synthetic biology, we develop phage-based therapies intended to address large-market and orphan diseases.

Since inception in 2015, we have devoted substantially all our resources to organizing and staffing the company, raising capital, acquiring rights to or discovering product candidates, developing our technology platforms, securing related intellectual property rights, and conducting discovery, research and development activities for our product candidates. We do not have any products approved for sale, our products are still in the preclinical and clinical development stages, and we have not generated any revenue from product sales. As we move our product candidates from preclinical to clinical stage and continue with clinical trials, we expect our expenses to increase.

On November 12, 2020, we announced our new BOLT ("BacteriOphage Lead to Treatment") research and development platform. The BOLT platform will enable us to rapidly develop, manufacture and formulate phage therapy candidates targeting particular pathogenic bacteria and incorporates our experience over the past five years with process refinement and implementation of technological advancements. The BOLT platform is unique, employing cutting edge capabilities across disciplines including computational biology, microbiology, phage synthetic engineering, unique assay development, manufacturing and formulation, to allow agile and efficient development of phage therapies. For a given indication, the platform will allow for the completion of a clinical proof of concept study in patients, meaning Phase 2 results, within approximately 12-18 months from project initiation (in certain indications the length of clinical proof of concept may be longer depending on the indication, identity of target bacteria, recruitment rate, cohort size and other factors). The ability to move quickly into clinical development is also driven by the strong safety profile of naturally-occurring phage, as corroborated by regulatory guidance we received from the FDA relating to our IBD program, allowing us to bypass preclinical safety studies and studies in healthy volunteers and to proceed directly to patient studies. The platform allows generation of personalized phage treatments, tailored to target specific bacterial strains in a given patient, allowing us to conduct an initial clinical proof of concept study in patients (Phase 2 results) within approximately 12-18 months of project initiation for many indications, and, in parallel, also the development of an optimized phage therapy candidate with a fixed composition optimized for the treatment of a specific indication for the overall patient population. We are initially implementing the ability to complete a clinical proof of concept study in patients within approximately 12-18 months from project initiation in our cystic fibrosis and atopic dermatitis programs.

Clinical Developments

On March 31, 2020 we announced positive top line results from a randomized, double-blind, dose-finding, placebo-controlled single center Phase 1 cosmetic clinical study of BX001, a topical gel comprised of a cocktail of naturally-occurring phage targeting Cutibacterium acnes ("C. acnes") to improve the appearance of acne-prone skin in subjects with acne-prone skin. C. acnes are bacteria implicated in the pathophysiology of acne vulgaris. The 75 enrolled individuals with mild-to-moderate acne were randomized into one of three cohorts: a high dose cohort, a low dose cohort, and a placebo cohort (vehicle). The study met its primary endpoint of safety and tolerability for both doses of BX001, as well as a statistically significant ($p=0.036$) reduction of C. acnes levels for the high dose of BX001 compared to placebo.

The Phase 2 cosmetic clinical study of BX001 is planned to be a 12-week randomized, double-blind, placebo-controlled trial in 100 individuals with mild-to-moderate acne. Enrolled individuals will be randomized into one of two cohorts: BX001 or placebo (vehicle). We plan to initiate the Phase 2 cosmetic clinical study of BX001 in the first quarter of 2021 and results are expected in the second quarter of 2021.

On November 3, 2020, the first subject has been dosed in a Phase 1a study of BX002, a phage therapy candidate for the treatment of IBD. The therapy targets strains of *Klebsiella pneumoniae* that cause strong TH1 immune stimulation and colitis in mouse models of disease and are known to be present at a higher prevalence and abundance in IBD patients relative to healthy individuals. The randomized, single-blind, multiple-dose, placebo-controlled study in 18 healthy volunteer subjects is designed to evaluate the safety and tolerability of orally administered BX002 as the primary endpoint, with detection of viable phage in stool as a key exploratory endpoint. The study is being conducted in the U.S. under a novel investigational new drug application approved by the FDA. Results from the study are expected in the first quarter of 2021.

On November 12, 2020, we announced the consolidation of two phage-therapy programs in IBD and PSC. We now have one improved, broad host range product candidate, BX003, targeting *Klebsiella pneumoniae*, a potential pathogen implicated in both diseases to be developed for both indications. The consolidation of these programs results in an updated timeline for Phase 1b/2a results with BX003, expected in mid-2022.

On November 12, 2020, we announced initiation of a new phage therapy program in CF addressing chronic respiratory infections caused by Pseudomonas aeruginosa, a main contributor to morbidity and mortality in these patients. Phase 2 results of a proof of concept clinical study evaluating safety and efficacy in patients are expected in the fourth quarter of 2021.

On November 12, 2020, we also announced the initiation of a new program for development of a topically administered phage-based product targeting *Staphylococcus aureus*, a bacterium linked to the development and exacerbation of inflammation in atopic dermatitis. Phase 2 results of a proof of concept clinical study evaluating safety and efficacy in patients are expected in the first half of 2022.

For our CRC program, we are exploring phage mediated delivery of therapeutic payloads to *Fusobacterium nucleatum* bacteria residing in the tumors of patients with colorectal cancer. Preclinical results from animal studies evaluating use of phage therapy in combination with checkpoint inhibitors are expected in the second quarter of 2021.

For more information regarding our product candidates, see Part I, Item 1 “Business—Overview of BiomX” of our 2019 Annual Report.

COVID-19

In December 2019, COVID-19 was reported to have surfaced in Wuhan, China and has since spread rapidly throughout many countries, and, on March 12, 2020, the World Health Organization declared COVID-19 a pandemic. In an effort to contain and mitigate the spread of COVID-19, many countries have imposed unprecedented restrictions on travel, and there have been business closures and a substantial reduction in economic activities in countries that have had significant outbreaks of COVID-19.

We have implemented recommended measures to safeguard the health and safety of our employees and clinical trial participants, and the continuity of our business operations. As of November 9, 2020, the COVID-19 pandemic has not had a material impact on our results of operation. However, uncertainty remains as to the potential impact of the COVID-19 pandemic on our future research and development activities and during the second quarter of 2020 we updated our guidance on the timing of certain clinical milestones partly due to the health and safety precautions we have taken and challenges in clinical trial enrollment due to the COVID-19 pandemic. It is not currently possible to predict how long the pandemic will last or the time that it will take for economic activity to return to prior levels, and we do not yet know the full impact on our business and operations. We will continue to monitor the COVID-19 pandemic closely and follow health and safety guidelines as they evolve.

Consolidated Results of Operations

Comparison of the Three Months Ended September 30, 2020 and 2019

The following table summarizes our consolidated results of operations for the three months ended September 30, 2020 and 2019:

	Three Months ended September 30,	
	2020	2019
	USD in thousands	
Research and development ("R&D") expenses, net	6,436	2,858
General and administrative expenses	2,394	1,797
Operating loss	8,830	4,655
Financial expenses (income), net	5	(395)
Net Loss	8,835	4,260
Basic and diluted loss per share of Common Stock	0.38	2.69
Weighted average number of shares of Common Stock outstanding, basic and diluted	23,150,253	2,035,625

R&D expenses, net (net of grants received from the Israel Innovation Authority ("IIA") and consideration from research collaborations) were $6.4 million for the three months ended September 30, 2020, compared to $2.9 million for the three months ended September 30, 2019. The increase of $3.5 million, or 121%, is primarily due to growth in the number of employees which resulted in an increase of salaries and related expenses and due to an increase in depreciation and amortization expenses. The Company did not receive grants from the IIA during the three months ended September 30, 2020 or September 30, 2019.

General and administrative expenses were $2.4 million for the three months ended September 30, 2020, compared to $1.8 million for the three months ended September 30, 2019. The increase of $0.6 million, or 33%, is primarily due to expenses associated with operating as a public company, such as directors' and officers' insurance, filing and legal and accounting expenses.

Financial expenses, net were $0.1 million for the three months ended September 30, 2020, compared to financial income, net of $0.4 million for the three months ended September 30, 2019. The increase in financial expenses, net of $0.5 million is primarily due to NIS/USD exchange rate differences and contingent consideration revaluation.

Basic and diluted loss per share of Common Stock was $0.38 for the three months ended September 30, 2020, compared to $2.69 for the three months ended September 30, 2019. The decrease of $2.31, or 86%, is primarily due to the significant increase in the number of our shares of Common Stock as compared to the number of ordinary shares of BiomX Ltd. before the Recapitalization Transaction, which does not take into account BiomX Ltd. preferred shares, partially offset by the substantial increase in net loss.

Comparison of the Nine Months Ended September 30, 2020 and 2019

The following table summarizes our consolidated results of operations for the nine months ended September 30, 2020 and 2019:

	Nine Months ended September 30,	
	2020	2019
	USD in thousands	
Research and development expenses, net	14,441	8,458
General and administrative expenses	6,749	3,987
Operating loss	21,190	12,445
Financial income, net	(248)	(1,182)
Net Loss	20,942	11,263
Basic and diluted loss per share of Common Stock	0.91	7.37
Weighted average number of shares of Common Stock outstanding, basic and diluted	23,013,790	2,015,349

R&D expenses, net (net of grants received from IIA and consideration from research collaborations) were $14.4 million for the nine months ended September 30, 2020, compared to $8.4 million for the nine months ended September 30, 2019. The increase of $6.0 million, or 71%, is primarily due to growth in the number of employees which resulted in an increase of salaries and related expenses. In addition, the increase is also due to the manufacturing of BX001 and BX002, the Company's product candidates for acne-prone skin and IBD, respectively, for clinical trial and testing purposes as well as expenses relating to the BX001 Phase 1 cosmetic clinical study. We received $0.5 million and $0.3 million in grants from the IIA during the nine months ended September 30, 2020 and 2019, respectively.

General and administrative expenses were $6.7 million for the nine months ended September 30, 2020, compared to $4.0 million for the nine months ended September 30, 2019. The increase of $2.7 million, or 68%, is primarily due to salaries and related expenses and due to expenses associated with operating as a public company, such as directors' and officers' insurance, filing and legal and accounting expenses.

Financial income, net was $0.3 million for the nine months ended September 30, 2020, compared to $1.2 million for the nine months ended September 30, 2019. The decrease of $0.9 million, or 75%, is primarily due to NIS/USD exchange rate differences.

Basic and diluted loss per share of Common Stock was $0.91 for the nine months ended September 30, 2020, compared to $7.37 for the nine months ended September 30, 2019. The decrease of $6.46, or 88%, is primarily due to the significant increase in the number of our shares of Common Stock as compared to the number of ordinary shares of BiomX Ltd. before the Recapitalization Transaction, which does not take into account BiomX Ltd. preferred shares, partially offset by the substantial increase in net loss.

Liquidity and Capital Resources

Cash Flows

The following table summarizes our sources and uses of cash for the nine months ended September 30, 2020 and 2019:

	Nine Months Ended September 30,	
	2020	**2019**
	USD in thousands	
Net cash used in operating activities	(17,325)	(10,503)
Net cash provided by (used in) investing activities	(1,049)	11,631
Net cash provided by financing activities	121	1,843
Net increase (decrease) in cash and cash equivalents	(18,253)	2,971

Operating Activities

Net cash used in operating activities for the nine months ended September 30, 2020 was $17.3 million and included our net loss of $20.9 million, mostly due to our R&D and general and administrative expenses. Net changes in our operating activities for the nine months ended September 30, 2020 consisted primarily of depreciation and amortization in the amount of $1.6 million and share-based compensation in the amount of $2.1 million, partially offset by a decrease in accounts payable in the amount of $1.9 million.

Net cash used in operating activities for the nine months ended September 30, 2019 was $10.5 million. Net changes in our operating assets and liabilities for the nine months ended September 30, 2019 consisted primarily of $11.3 million net loss, mostly due to our R&D and general and administrative expenses, partially offset by $0.9 million in share-based compensation.

Investing Activities

During the nine months ended September 30, 2020, net cash used in investing activities was $1.0 million, mainly as a result of an increase in bank deposits and purchases of property and equipment.

During the nine months ended September 30, 2019, net cash provided by investing activities was $11.7 million, mainly as a result of a decrease in short-term bank deposits.

We have invested, and plan to continue to invest, our existing cash in short-term investments in accordance with our investment policy. These investments may include money market funds and investment securities consisting of U.S. Treasury notes, and high quality, marketable debt instruments of corporations and government sponsored enterprises. We use foreign exchange contracts (mainly option and forward contracts) to hedge balance sheet items from currency exposure. These foreign exchange contracts are not designated as hedging instruments for accounting purposes. In connection with these foreign exchange contracts, we recognize gains or losses that offset the revaluation of the balance sheet items also recorded under financial expenses, net. As of September 30, 2020, we had outstanding foreign exchange contracts in the amount of approximately $3.5 million. As of September 30, 2019, we had no outstanding foreign exchange contracts.

Financing Activities

During the nine months ended September 30, 2020 net cash provided by financing activities was $0.1 million, mainly as a result of exercise of stock options of $0.2 million, partially offset by outflows in connection with the Recapitalization Transaction of $0.1 million.

During the nine months ended September 30, 2019, net cash provided by financing activities was $1.8 million, as a result of the issuance of preferred shares, net of expenses.

Outlook

We have accumulated a deficit of $63.1 million since our inception. To date, we have not generated revenue from our operations and we do not expect to generate any significant revenues from sales of products in the next twelve months. Our cash needs may increase in the foreseeable future. We expect to generate revenues, from the sale of licenses to use our technology or products, but in the short and medium terms any amounts generated are unlikely to exceed our costs of operations. According to our estimates, our liquidity resources as of September 30, 2020, which consisted primarily of cash, cash equivalents and restricted cash of approximately $54 million and short-term deposits of approximately $10 million, will be sufficient to fund our operations into at least the second quarter of fiscal year 2022.

Consistent with our continuing R&D activities, we expect to continue to incur additional losses in the foreseeable future. To the extent we require funds above our existing liquidity resources in the medium and long term, we plan to fund our operations, as well as other development activities relating to additional product candidates, through future issuances of equity securities, debt and possibly additional grants from the Israel Innovation Authority or other government or non-profit institutions. Our ability to raise additional capital in the equity and debt markets is dependent on a number of factors including, but not limited to, the market demand for our securities, which itself is subject to a number of development and business risks and uncertainties, as well as the uncertainty that we would be able to raise such additional capital at a price or on terms that are favorable to the Company.

Off-Balance Sheet Arrangements

As of September 30, 2020, we did not have any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Critical Accounting Policies and Significant Judgments and Estimates

Our condensed consolidated financial statements are prepared in accordance with GAAP. The preparation of our condensed consolidated financial statements and related disclosures requires us to make assumptions, judgments and estimates that can have a significant impact on our revenue, operating income and net income, as well as on the value of certain assets and liabilities on our condensed consolidated balance sheets. We base our assumptions, judgments and estimates on historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis.

Due to the COVID-19 pandemic, there has been uncertainty and disruption in the global economy and financial markets. We are not aware of any specific event or circumstance that would require updates to our estimates or judgments or require us to revise the carrying value of our assets or liabilities as of November 9, 2020, the date of issuance of this Quarterly Report on Form 10-Q. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

Our actual results may differ from these estimates under different assumptions or conditions. Part II, Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2019 Annual Report includes a summary of the critical accounting policies we believe are the most important to aid in understanding our financial results. There have been no changes to those critical accounting policies that have had a material impact on our reported amounts of assets, liabilities, revenue, costs and expenses, or the disclosure of contingent assets and liabilities in our condensed consolidated financial statements during the nine months ended September 30, 2020.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As a smaller reporting company, we are not required to make disclosures under this Item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure that information required to be disclosed by us in our Exchange Act reports is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures during the period covered by this Quarterly Report, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on this evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of September 30, 2020.

Changes in Internal Control over Financial Reporting

Except as described below, there have been no changes in our internal control over financial reporting that occurred during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Following the Recapitalization Transaction, management has begun to take steps to strengthen the Company's internal control over financial reporting, including during the quarter ended September 30, 2020, including the hiring of experienced accounting and finance staff and adopting new policies and procedures, and intends to take additional steps during the remainder of 2020.

PART II - OTHER INFORMATION

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2019, which could materially affect our business, financial condition or future results.

There have been no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed with the SEC on March 26, 2020, except as noted below.

The COVID-19 pandemic may adversely affect our business, including our clinical trials.

In December 2019, a novel strain of coronavirus, COVID-19, was identified in Wuhan, China. This virus was declared a pandemic by the World Health Organization in March 2020 and continues to spread globally, including the United States and Israel. The outbreak and government measures taken in response have also had a significant impact, both direct and indirect, on businesses and commerce, as worker shortages have occurred; supply chains have been disrupted; facilities and production have been suspended; and demand for certain goods and services, such as medical services and supplies, has spiked, while demand for other goods and services, such as travel, has fallen. In response to the spread of COVID-19, we temporarily closed our executive offices with our administrative employees continuing their work outside of our offices. In addition, we have modified our business practices, including restricting employee travel, developing social distancing plans for our employees and cancelling physical participation in meetings, events and conferences. As a result of the COVID-19 pandemic, we have experienced and may continue to experience additional disruptions that could severely impact our business, preclinical studies and clinical trials, including:

- delays or difficulties in enrolling patients in our clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;

- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;

- interruption of key clinical trial activities, such as clinical trial site data monitoring, due to limitations on travel imposed or recommended by federal or state governments, in the U.S. and the government in Israel, employers and others or interruption of clinical trial subject visits and study procedures (such as endoscopies that are deemed non-essential), which may impact the integrity of subject data and clinical study endpoints;

- interruption or delays in the operations of the FDA or other regulatory authorities, which may impact review and approval timelines;

- interruption of, or delays in receiving, supplies of our product candidates from our contract manufacturing organizations due to staffing shortages, production slowdowns or stoppages and disruptions in delivery systems;

- limitations on employee resources that would otherwise be focused on the conduct of our clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people; and

- interruptions or delays to our sourced discovery and clinical activities.

The outbreak and the resulting government actions may adversely impact our planned and ongoing clinical trials. Clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff, and patient enrollment may be delayed due to prioritization of hospital resources toward the COVID-19 pandemic. Some patients may not be willing and/or able to comply with clinical trial protocols due to the COVID-19 pandemic, particularly if quarantines impede patient movement or interrupt healthcare services. Similarly, our ability to recruit and retain patients and principal investigators and site staff who, as healthcare providers, may have heightened exposure to COVID-19 may be impeded, which would adversely impact our clinical trial operations. The diversion of healthcare resources away from the conduct of clinical trials to focus on pandemic concerns, including the attention of physicians serving as our clinical trial investigators and hospitals serving as our clinical trial sites, may significantly disrupt our research activities. As a result, the expected timeline for data readouts of our clinical trials and certain regulatory filings will likely be negatively impacted, which would adversely affect and delay our ability to obtain regulatory approvals for our product candidates, increase our operating expenses and have a material adverse effect on our financial condition.

Furthermore, the response to the COVID-19 pandemic may redirect resources with respect to regulatory matters and intellectual property matters in a way that would adversely impact our ability to progress regulatory approvals and protect our intellectual property. In addition, we may face impediments to regulatory meetings and approvals due to measures intended to limit in-person interactions. For example, the FDA postponed most inspections of foreign manufacturing facilities and products and postponed routine surveillance inspections of domestic manufacturing facilities. Comparable regulatory authorities in other jurisdictions may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic and provide guidance regarding the conduct of clinical trials. If global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

The COVID-19 pandemic continues to rapidly evolve. The extent to which the outbreak impacts our business, preclinical studies and clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread of the disease, the duration of the pandemic, travel restrictions and social distancing in the United States Canada, Europe, Israel and other countries, business closures or business disruptions and the effectiveness of actions taken in the United States, Canada, Europe, Israel and other countries to contain and treat the disease. As a result, the COVID-19 pandemic could have a material adverse effect on our business, results of operations, financial condition and prospects and heighten many of our known risks described or referenced in this “Risk Factors” section.

Item 6. Exhibits

No.	Description of Exhibit
3.1	Composite Copy of Amended and Restated Certificate of Incorporation of the Company, effective on December 11, 2018, as amended to date. (Incorporated by reference to Exhibit 3.1 to the registrant's Quarterly Report on Form 10-Q filed by the registrant on August 13, 2020)
3.2	Amended and Restated Bylaws of the Company, effective as of October 28, 2019 (Incorporated by reference to Exhibit 3.3 to the registrant's Current Report on Form 8-K filed by the registrant on November 1, 2019)
10.1*	Form of Indemnification Agreement
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14 and Rule 15d-14(a)
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14 and Rule 15d-14(a)
32**	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350
101*	The following materials from our Quarterly Report on Form 10-Q for the quarter ended September 30, 2020 formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Changes in Shareholders' Equity, (iv) the Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and in detail.

* Filed herewith.

** Furnished herewith.

SIGNATURES

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

BIOMX INC.

Date: November 12, 2020

By: /s/ Jonathan Solomon
Name: Jonathan Solomon
Title: Chief Executive Officer
(Principal Executive Officer)

Date: November 12, 2020

By: /s/ Marina Wolfson
Name: Marina Wolfson
Title: Senior Vice President of Finance and Operations
(Principal Financial Officer and
Principal Accounting Officer)

Exhibit 10.1

BIOMX INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of _____, by and between BiomX Inc., a Delaware corporation (the "Company"), and _____ ("Indemnitee").

RECITALS

The Company and Indemnitee recognize the increasing difficulty in obtaining liability insurance for directors, officers and key employees, the significant increases in the cost of such insurance and the general reductions in the coverage of such insurance. The Company and Indemnitee further recognize the substantial increase in corporate litigation in general, subjecting directors, officers and key employees to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited. Indemnitee does not regard the current protection available as adequate under the present circumstances, and Indemnitee may not be willing to continue to serve in Indemnitee's current capacity with the Company without additional protection. The Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, and to indemnify its directors, officers and key employees so as to provide them with the maximum protection permitted by law.

AGREEMENT

In consideration of the mutual promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Indemnitee hereby agree as follows:

1. **Indemnification.**

(a) **Third-Party Proceedings.** To the fullest extent permitted by applicable law, the Company shall indemnify Indemnitee, if Indemnitee was, is or is threatened to be made, a party to or a participant (as a witness or otherwise) in any Proceeding (other than a Proceeding by or in the right of the Company to procure a judgment in the Company's favor), against all Expenses, judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(b) **Proceedings By or in the Right of the Company.** To the fullest extent permitted by applicable law, the Company shall indemnify Indemnitee, if Indemnitee was, is or is threatened to be made a party to or a participant (as a witness or otherwise) in any Proceeding by or in the right of the Company to procure a judgment in the Company's favor, against all Expenses actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudicated by court order or judgment to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such Proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) **Success on the Merits.** To the fullest extent permitted by applicable law and to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Section 1(a) or Section 1(b) hereof or the defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. Without limiting the generality of the foregoing, if Indemnitee is successful on the merits or otherwise as to one or more but less than all claims, issues or matters in a Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with such successfully resolved claims, issues or matters to the fullest extent permitted by applicable law. If any Proceeding is disposed of on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Company, (iii) a plea of guilty by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and (v) with respect to any criminal Proceeding, an adjudication that Indemnitee had reasonable cause to believe Indemnitee's conduct was unlawful, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

(d) **Witness Expenses.** To the fullest extent permitted by applicable law and to the extent that Indemnitee is a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with such Proceeding.

2. **Indemnification Procedure.**

(a) **Advancement of Expenses.** To the fullest extent permitted by applicable law, the Company shall advance all Expenses actually and reasonably incurred by Indemnitee in connection with a Proceeding within thirty (30) days after receipt by the Company of a statement requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Such advances shall be unsecured and interest free and shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnitee shall be entitled to continue to receive advancement of Expenses pursuant to this Section 2(a) unless and until the matter of Indemnitee's entitlement to indemnification hereunder has been finally adjudicated by court order or judgment from which no further right of appeal exists. Indemnitee hereby undertakes to repay such amounts advanced only if, and to the extent that, it ultimately is determined that Indemnitee is not entitled to be indemnified by the Company under the other provisions of this Agreement. Indemnitee shall qualify for advances upon the execution and delivery of this Agreement, which shall constitute the requisite undertaking with respect to repayment of advances made hereunder and no other form of undertaking shall be required to qualify for advances made hereunder other than the execution of this Agreement.

(b) **Notice and Cooperation by Indemnitee.** Indemnitee shall promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter for which indemnification will or could be sought under this Agreement. Such notice to the Company shall include a description of the nature of, and facts underlying, the Proceeding, shall be directed to the Chief Executive Officer of the Company and shall be given in accordance with the provisions of Section 13(e) below. In addition, Indemnitee shall give the Company such additional information and cooperation as the Company may reasonably request. Indemnitee's failure to so notify, provide information and otherwise cooperate with the Company shall not relieve the Company of any obligation that it may have to Indemnitee under this Agreement, except to the extent that the Company is adversely affected by such failure.

(c) **Determination of Entitlement.**

(i) **Final Disposition.** Notwithstanding any other provision in this Agreement, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

(ii) **Determination and Payment.** Subject to the foregoing, promptly after receipt of a statement requesting payment with respect to the indemnification rights set forth in Section 1 hereof, to the extent required by applicable law, the Company shall take the steps necessary to authorize such payment in the manner set forth in Section 145 of the Delaware General Corporation Law. The Company shall pay any claims made under this Agreement, under any statute, or under any provision of the Company's Certificate of Incorporation or Bylaws providing for indemnification or advancement of Expenses, within thirty (30) days after a written request for payment thereof has first been received by the Company, and if such claim is not paid in full within such thirty (30) day-period, Indemnitee may, but need not, at any time thereafter bring an action against the Company in the Delaware Court of Chancery to recover the unpaid amount of the claim and, subject to Section 12 hereof, Indemnitee shall also be entitled to be paid for all Expenses actually and reasonably incurred by Indemnitee in connection with bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for advancement of Expenses under Section 2(a) hereof) that Indemnitee has not met the standards of conduct which make it permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement and the Company shall have the burden of proof to overcome that presumption with clear and convincing evidence to the contrary. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, in the case of a criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful. In addition, it is the parties' intention that if the Company contests Indemnitee's right to indemnification, the question of Indemnitee's right to indemnification shall be for the court to decide, and neither the failure of the Company (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel, or its stockholders) to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct required by applicable law, nor an actual determination by the Company (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel, or its stockholders) that Indemnitee has not met such applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct. If any requested determination with respect to entitlement to indemnification hereunder has not been made within ninety (90) days after the final disposition of the Proceeding, the requisite determination that Indemnitee is entitled to indemnification shall be deemed to have been made.

(d) **Payment Directions.** To the extent payments are required to be made hereunder, the Company shall, in accordance with Indemnitee's request (but without duplication), (i) pay such Expenses on behalf of Indemnitee, (ii) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (iii) reimburse Indemnitee for such Expenses.

(e) **Notice to Insurers.** If, at the time of the receipt of a notice of a claim pursuant to Section 2(b) hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(f) **Defense of Claim and Selection of Counsel.** In the event the Company shall be obligated under Section 2(a) hereof to advance Expenses with respect to any Proceeding, the Company, if appropriate, shall be entitled to assume the defense of such Proceeding, with counsel reasonably acceptable to Indemnitee, upon the delivery to Indemnitee of written notice of its election so to do. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, provided that (i) Indemnitee shall have the right to employ counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or (C) the Company shall not, in fact, have employed counsel to assume the defense of such Proceeding, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. In addition, if there exists a potential, but not an actual, conflict of interest between the Company and Indemnitee, the actual and reasonable legal fees and expenses incurred by Indemnitee for separate counsel retained by Indemnitee to monitor the Proceeding (so that such counsel may assume Indemnitee's defense if the conflict of interest between the Company and Indemnitee becomes an actual conflict of interest) shall be deemed to be Expenses that are subject to indemnification hereunder. The existence of an actual or potential conflict of interest, and whether such conflict may be waived, shall be determined pursuant to the rules of attorney professional conduct and applicable law. The Company shall not be required to obtain the consent of Indemnitee for the settlement of any Proceeding the Company has undertaken to defend if the Company assumes full and sole responsibility for each such settlement; provided, however, that the Company shall be required to obtain Indemnitee's prior written approval, which shall not be unreasonably withheld, before entering into any settlement which (1) does not grant Indemnitee a complete release of liability, (2) would impose any penalty or limitation on Indemnitee, or (3) would admit any liability or misconduct by Indemnitee.

3. **Additional Indemnification Rights.**

(a) **Scope.** Notwithstanding any other provision of this Agreement, the Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, the Company's Certificate of Incorporation, the Company's Bylaws or by statute. In the event of any change, after the date of this Agreement, in any applicable law, statute, or rule which expands the right of a Delaware corporation to indemnify a member of its board of directors or an officer, such changes shall be deemed to be within the purview of Indemnitee's rights and the Company's obligations under this Agreement. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify a member of its board of directors or an officer, such changes, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement shall have no effect on this Agreement or the parties' rights and obligations hereunder.

(b) **Non-exclusivity.** The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Company's Certificate of Incorporation, its Bylaws, any agreement, any vote of stockholders or disinterested members of the Company's Board of Directors, the Delaware General Corporation Law, or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office.

(c) **Interest on Unpaid Amounts.** If any payment to be made by the Company to Indemnitee hereunder is delayed by more than ninety (90) days from the date the duly prepared request for such payment is received by the Company, interest shall be paid by the Company to Indemnitee at the legal rate under Delaware law for amounts which the Company indemnifies or is obligated to indemnify for the period commencing with the date on which Indemnitee actually incurs such Expense or pays such judgment, fine or amount in settlement and ending with the date on which such payment is made to Indemnitee by the Company.

(d) **Third-Party Indemnification.** The Company hereby acknowledges that Indemnitee has or may from time to time obtain certain rights to indemnification, advancement of expenses and/or insurance provided by one or more third parties (collectively, the "Third-Party Indemnitors"). The Company hereby agrees that it is the indemnitor of first resort (*i.e.,* its obligations to Indemnitee are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), and that the Company will not assert that the Indemnitee must seek expense advancement or reimbursement, or indemnification, from any Third-Party Indemnitor before the Company must perform its expense advancement and reimbursement, and indemnification obligations, under this Agreement. No advancement or payment by the Third-Party Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing. The Third-Party Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery which Indemnitee would have had against the Company if the Third-Party Indemnitors had not advanced or paid any amount to or on behalf of Indemnitee. If for any reason a court of competent jurisdiction determines that the Third-Party Indemnitors are not entitled to the subrogation rights described in the preceding sentence, the Third-Party Indemnitors shall have a right of contribution by the Company to the Third-Party Indemnitors with respect to any advance or payment by the Third-Party Indemnitors to or on behalf of the Indemnitee.

4. **Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines or amounts paid in settlement, actually and reasonably incurred in connection with a Proceeding, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses, judgments, fines and amounts paid in settlement to which Indemnitee is entitled.

5. **Director and Officer Liability Insurance.**

(a) **D&O Policy.** The Company shall, from time to time, make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the directors and officers of the Company with coverage for losses from wrongful acts, or to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. In all policies of director and officer liability insurance, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, if Indemnitee is not an officer or director but is a key employee. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain such insurance if the Company determines in good faith that such insurance is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or if Indemnitee is covered by similar insurance maintained by a parent or subsidiary of the Company.

(b) **Tail Coverage.** In the event of a Change of Control or the Company's becoming insolvent (including being placed into receivership or entering the federal bankruptcy process and the like), the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance (directors' and officers' liability, fiduciary, employment practices or otherwise) in respect of Indemnitee, for a period of seven years thereafter.

6. **Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

7. **Exclusions.** Any other provision of this Agreement to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) **Claims Initiated by Indemnitee.** To indemnify or advance Expenses to Indemnitee with respect to Proceedings initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish, enforce or interpret a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law, but such indemnification or advancement of Expenses may be provided by the Company in specific cases if the Board of Directors finds it to be appropriate; provided, however, that the exclusion set forth in the first clause of this subsection shall not be deemed to apply to any investigation initiated or brought by Indemnitee to the extent reasonably necessary or advisable in support of Indemnitee's defense of a Proceeding to which Indemnitee was, is or is threatened to be made, a party;

(b) **Lack of Good Faith.** To indemnify Indemnitee for any Expenses incurred by Indemnitee with respect to any Proceeding instituted by Indemnitee to establish, enforce or interpret a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous;

(c) **Insured Claims.** To indemnify Indemnitee for Expenses to the extent such Expenses have been paid directly to Indemnitee by an insurance carrier under an insurance policy maintained by the Company; or

(d) **Certain Exchange Act Claims.** To indemnify Indemnitee in connection with any claim made against Indemnitee for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or any similar successor statute or any similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); provided, however, that to the fullest extent permitted by applicable law and to the extent Indemnitee is successful on the merits or otherwise with respect to any such Proceeding, the Expenses actually and reasonably incurred by Indemnitee in connection with any such Proceeding shall be deemed to be Expenses that are subject to indemnification hereunder.

8. **Contribution Claims.**

(a) If the indemnification provided in Section 1 hereof is unavailable in whole or in part and may not be paid to Indemnitee for any reason other than those set forth in Section 7 hereof, then in respect to any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permitted by applicable law, the Company, in lieu of indemnifying Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for Expenses, judgments, fines or amounts paid in settlement, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee.

(b) With respect to a Proceeding brought against directors, officers, employees or agents of the Company (other than Indemnitee), to the fullest extent permitted by applicable law, the Company shall indemnify Indemnitee from any claims for contribution that may be brought by any such directors, officers, employees or agents of the Company (other than Indemnitee) who may be jointly liable with Indemnitee, to the same extent Indemnitee would have been entitled to such indemnification under this Agreement if such Proceeding had been brought against Indemnitee.

9. No Imputation. The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or the Company itself shall not be imputed to Indemnitee for purposes of determining any rights under this Agreement.

10. Determination of Good Faith. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or the Board of Directors of the Enterprise or any counsel selected by any committee of the Board of Directors of the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, investment banker, compensation consultant, or other expert selected with reasonable care by the Enterprise or the Board of Directors of the Enterprise or any committee thereof. The provisions of this Section 10 shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct. Whether or not the foregoing provisions of this Section are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company.

11. **Defined Terms and Phrases.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Beneficial Owner" and "Beneficial Ownership" shall have the meanings set forth in Rule 13d-3 promulgated under the Exchange Act as in effect on the date hereof.

(b) "Change of Control" shall be deemed to occur upon the earliest of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors, unless (1) the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors, or (2) such acquisition was approved in advance by the Continuing Directors and such acquisition would not constitute a Change of Control under part (iii) of this definition.

(ii) Change in Board of Directors. Individuals who, as of the date of this Agreement, constitute the Company's Board of Directors (the "Board"), and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two thirds of the directors then still in office who were directors on the date of this Agreement (collectively, the "Continuing Directors"), cease for any reason to constitute at least a majority of the members of the Board.

(iii) Corporate Transaction. The effective date of a reorganization, merger, or consolidation of the Company (a "Business Combination"), in each case, unless, following such Business Combination: (1) all or substantially all of the individuals and entities who were the Beneficial Owners of securities entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 51% of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors resulting from such Business Combination (including a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the securities entitled to vote generally in the election of directors and with the power to elect at least a majority of the Board or other governing body of the surviving entity; (2) no Person (excluding any corporation resulting from such Business Combination) is the Beneficial Owner, directly or indirectly, of 15% or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such corporation except to the extent that such ownership existed prior to the Business Combination; and (3) at least a majority of the Board of Directors of the corporation resulting from such Business Combination were Continuing Directors at the time of the execution of the initial agreement, or of the action of the Board of Directors, providing for such Business Combination.

(iv) Liquidation. The approval by the Company's stockholders of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets, other than factoring the Company's current receivables or escrows due (or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale or disposition in one transaction or a series of related transactions).

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item or any similar schedule or form) promulgated under the Exchange Act whether or not the Company is then subject to such reporting requirement.

(c) "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that if Indemnitee is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(d) "Enterprise" means the Company and any other enterprise that Indemnitee was or is serving at the request of the Company as a director, officer, partner (general, limited or otherwise), member (managing or otherwise), trustee, fiduciary, employee or agent.

(e) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(f) "Expenses" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payment under this Agreement (including taxes that may be imposed upon the actual or deemed receipt of payments under this Agreement with respect to the imposition of federal, state, local or foreign taxes), fax transmission charges, secretarial services and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in a Proceeding. Expenses also shall include any of the forgoing expenses incurred in connection with any appeal resulting from any Proceeding, including the principal, premium, security for, and other costs relating to any costs bond, supersedes bond, or other appeal bond or its equivalent. Expenses also shall include any interest, assessment or other charges imposed thereon and costs incurred in preparing statements in support of payment requests hereunder. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "Person" shall have the meaning as set forth in Section 13(d) and 14(d) of the Exchange Act as in effect on the date hereof; provided, however, that "Person" shall exclude: (i) the Company; (ii) any direct or indirect majority owned subsidiaries of the Company; (iii) any employee benefit plan of the Company or any direct or indirect majority owned subsidiaries of the Company or of any corporation owned, directly or indirectly, by the Company's stockholders in substantially the same proportions as their ownership of stock of the Company (an "Employee Benefit Plan"); and (iv) any trustee or other fiduciary holding securities under an Employee Benefit Plan.

(h) "Proceeding" shall include any actual, threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by a third party, a government agency, the Company or its Board of Directors or a committee thereof, whether in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, legislative or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Company, by reason of any action (or failure to act) taken by Indemnitee or of any action (or failure to act) on Indemnitee's part while acting as a director, officer, employee or agent of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, partner (general, limited or otherwise), member (managing or otherwise), trustee, fiduciary, employee or agent of any other enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement.

(i) In addition, references to "other enterprise" shall include another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise; references to "fines" shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by Indemnitee with respect to an employee benefit plan, its participants, or beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement; references to "include" or "including" shall mean include or including, without limitation; and references to Sections, paragraphs or clauses are to Sections, paragraphs or clauses in this Agreement unless otherwise specified.

12. **Attorneys' Fees.** In the event that any Proceeding is instituted by Indemnitee under this Agreement to enforce or interpret any of the terms hereof, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with such Proceeding, unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee as a basis for such Proceeding were not made in good faith or were frivolous. In the event of a Proceeding instituted by or in the name of the Company under this Agreement or to enforce or interpret any of the terms of this Agreement, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with such Proceeding (including with respect to Indemnitee's counterclaims and cross-claims made in such action), unless a court of competent jurisdiction determines that each of Indemnitee's material defenses to such action were made in bad faith or were frivolous.

13. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Delaware, without giving effect to principles of conflicts of law.

(b) **Entire Agreement; Binding Effect.** Without limiting any of the rights of Indemnitee described in Section 3(b) hereof, this Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions and supersedes any and all previous agreements between them covering the subject matter herein. The indemnification provided under this Agreement applies with respect to events occurring before or after the effective date of this Agreement, and shall continue to apply even after Indemnitee has ceased to serve the Company in any and all indemnified capacities.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** This Agreement shall be binding upon the Company and its successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company) and assigns, and inure to the benefit of Indemnitee and Indemnitee's heirs, executors, administrators, legal representatives and assigns. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(i) **No Employment Rights.** Nothing contained in this Agreement is intended to create in Indemnitee any right to continued employment.

(j) **Company Position.** The Company shall be precluded from asserting, in any Proceeding brought for purposes of establishing, enforcing or interpreting any right to indemnification under this Agreement, that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(k) **Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company to effectively bring suit to enforce such rights.

[Signature Page Follows]

The parties have executed this Agreement as of the date first set forth above.

THE COMPANY:

BIOMX INC.

By: _____
(Signature)

Name:
Title:

Address:

_____

_____

_____

AGREED TO AND ACCEPTED:

INDEMNITEE:

_____
(Signature)

Address:

_____

_____

Email: _____

Schedule to Exhibit 10.1

The following directors and executive officers of BiomX Inc., or BiomX, are parties to Indemnification Agreements with BiomX which are substantially identical in all material respects to the representative Indemnification Agreement filed herewith and are dated as of the respective dates listed below. The other Indemnification Agreements are omitted pursuant to Instruction 2 to Item 601 of Regulation S-K.

Name of Signatory	Date
Dr. Alan C. Moses	October 2, 2020
Paul J. Sekhri	October 2, 2020
Marina Wolfson	December 1, 2019
Jonathan Solomon	October 28, 2019
Dr. Russell Greig	October 28, 2019
Dr. Gbola Amusa	October 28, 2019
Jonas Grossman	October 28, 2019
Lynne Sullivan	October 28, 2019
Assaf Oron	October 28, 2019
Dr. Sailaja Puttagunta	October 28, 2019
Dr. Merav Bassan	October 28, 2019

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Jonathan Solomon, certify that:

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

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) [language omitted in accordance with Exchange Act Rule 13a-14(a)] for the registrant and have:

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

   b) [paragraph omitted in accordance with Exchange Act Rule 13a-14(a)]

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

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

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

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

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

Date: November 12, 2020

/s/ Jonathan Solomon
Jonathan Solomon
Chief Executive Officer
(Principal executive officer)

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Marina Wolfson, certify that:

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

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) [language omitted in accordance with Exchange Act Rule 13a-14(a)] for the registrant and have:

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

   b) [paragraph omitted in accordance with Exchange Act Rule 13a-14(a)] ;

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

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

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

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

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

Date: November 12, 2020

/s/ Marina Wolfson
Marina Wolfson
Senior Vice President for Finance and Operations
(Principal financial officer)

Exhibit 32

CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report of BiomX Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2020 as filed with the Securities and Exchange Commission (the "Quarterly Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, that, to his or her knowledge:

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

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

/s/ Jonathan Solomon
Jonathan Solomon
Chief Executive Officer
(Principal executive officer)

Date: November 12, 2020

/s/ Marina Wolfson
Marina Wolfson
SeniorVice President for Finance and Operations
(Principal financial officer)

Date: November 12, 2020