

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event Reported): May 12, 2021

ZOMEDICA CORP.

(Exact Name of Registrant as Specified in Charter)

Alberta, Canada
(State or Other Jurisdiction of Incorporation)

001-38298
(Commission File Number)

N/A
(I.R.S. Employer Identification Number)

100 Phoenix Drive, Suite 125, Ann Arbor, Michigan
(Address of Principal Executive Offices)

48108
(Zip Code)

Registrant's telephone number, including area code: **(734) 369-2555**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, without par value	ZOM	NYSE American

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

Option Grants

On May 12, 2021, the Board of Directors (the “Board”) of Zomedica Corp. (the “Company”) approved an award of options to purchase common shares of the Company (the “Options”) to the Company’s non-employee directors in the following amounts:

<u>Name</u>	<u>Common Share Options</u>
Jeffrey Rowe	1,000,000
Johnny Powers	800,000
Rodney Williams	800,000
Christopher MacLeod	800,000
Christopher Wolfenberg	800,000

The Options were granted under the Company’s Amended and Restated Stock Option Plan (the “Plan”) and have an exercise price of \$0.78 and will vest 25% at the conclusion of each calendar year, with the first tranche vesting on December 31, 2021. The Options expire 10 years from the date of grant subject to earlier termination in accordance with the Plan.

Non-Employee Director Compensation Plan

On May 12, 2021, the Board adopted a non-employee director compensation policy pursuant to which each non-employee director is entitled to receive an annual cash retainer of \$25,000, payable quarterly and pro rated for the second quarter.

Separation of Stephanie Morley

On May 14, 2021, Stephanie Morley resigned as President and Chief Medical Officer of the Company.

In connection with her separation, Dr. Morley entered into a separation agreement with the Company (the “Separation Agreement”). Under the terms of the Separation Agreement, Dr. Morley is entitled to receive (i) a separation payment of \$225,000 and (ii) a pro rata portion of her annual cash bonus for 2021. The Separation Agreement also provides that certain stock options held by Dr. Morley became immediately vested upon her separation. Dr. Morley has also agreed to not, without the prior written consent of the Company, lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any common shares of the Company prior to January 1, 2022 other than those shares identified in her pre-existing 10b5-1 Plan. The Separation Agreement contains a release of claims, as well as an acknowledgment of Dr. Morley’s existing confidentiality and non-solicitation obligations, pursuant to her employment agreement with the Company (as modified by the Separation Agreement).

The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Dr. Morley will also continue as a consultant to the Company, and on May 14, 2021, entered into a consulting agreement (the “Consulting Agreement”) with the Company. Under the terms of the Consulting Agreement, Dr. Morley will provide consulting services to the Company on an as needed basis for an initial term of twenty-four (24) months.

The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

On May 17, 2021, the Company issued a press release announcing, among other things, the separation of Dr. Morley. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Separation Agreement between the Company and Stephanie Morley, dated May 14, 2021
10.2	Consulting Agreement between the Company and Stephanie Morley, dated May 14, 2021
99.1	Press Release, dated May 17, 2021.

SIGNATURES

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

ZOMEDICA CORP.

Date: May 17, 2021

By: /s/ Ann Marie Cotter
Name: Ann Marie Cotter
Title: Chief Financial Officer

AGREEMENT

This Agreement ("Agreement") is made this 14th day of May, 2021, by and between DR. STEPHANIE MORLEY ("Dr. Morley") and ZOMEDICA INC. (the "Company"), as well as any successor entities.

WHEREAS, Dr. Morley and the Company are parties to an Executive Employment Agreement ("Employment Agreement"), dated September 16, 2019, and as amended on January 1, 2021;

WHEREAS, the parties now desire to provide for a smooth transition and resolve any matters which may arise out of Dr. Morley's employment with the Company, while preserving certain Articles of the Employment Agreement in effect between the parties;

WHEREAS, Dr. Morley will cease employment with the Company on May 14, 2021, and such separation of service will be characterized as "without cause" pursuant to Article 8.5 of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Separation Benefits.** In exchange for the mutual promises made in this Agreement, the parties shall do the following:

(a) The Company shall pay Dr. Morley a lump sum of Two Hundred Twenty- Five Thousand Dollars (\$225,000), less applicable taxes and withholding. This lump sum payment shall occur on the first regularly scheduled payroll date after the Effective Date provided in Paragraph 15. This payment will be included in Dr. Morley's W-2 for 2021.

(b) Notwithstanding any provisions concerning Dr. Morley's eligibility for the 2021 annual cash bonus in her Employment Agreement which may be to the contrary, the Company agrees to pay Dr. Morley such bonus on a *pro rata* basis. Such bonus will be calculated and paid at the conclusion of the 2021 calendar year according to the terms of § 5.2 of Dr. Morley's Employment Agreement, as amended effective 1/1/21.

(c) The Company and Dr. Morley agree to jointly draft a press release on her transition, characterizing it in positive terms.

(d) Dr. Morley shall transition to a consultant role according to the terms of the Consulting Agreement attached as Exhibit A.

(e) Notwithstanding any provisions concerning stock vesting which may be to the contrary, the Company agrees that those certain stock options granted pursuant to an: Option Agreement dated September 16, 2019 (“Option 1”); Option Agreement dated March 13, 2020 (“Option 2”); Option Agreement dated September 29, 2020 (“Option 3”); and Option Agreement dated December 31, 2020 (“Option 4”), shall become immediately vested as of the date of separation set forth herein and shall be exercisable for Option 1 until September 16, 2021; for Option 2 until March 13, 2025; for Option 3 until September 29, 2025; and for Option 4 until December 31, 2030. Dr. Morley hereby agrees that she will not, without the prior written consent of the Company, lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of the common stock of the Company prior to January 1, 2022 other than those shares identified in her pre-existing 10b5-1 Plan administered by RBC Wealth Management and dated February 22, 2021. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to shares of the capital stock of the Company owned by Dr. Morley until the end of the restriction period set forth.

2. **Confidential Information, Trade Secrets, Non-Solicitation and Intellectual Property.** Articles 9 through 12 of the Employment Agreement executed by the parties on September 16, 2019 are incorporated into this Agreement as if fully set forth herein and remain in full force and effect. Dr. Morley acknowledges her continuing obligations related to these provisions of the Employment Agreement. Violations of the provisions contained in Articles 9 through 12 shall be considered a breach of this Agreement.

In addition, notwithstanding this provision or any other provision of this Agreement, Dr. Morley and the Company agree that Dr. Morley, pursuant to the Defend Trade Secrets Act of 2016, shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if Dr. Morley files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Dr. Morley may disclose the trade secret to Dr. Morley’s attorney and may use the trade secret information in the court proceeding, if Dr. Morley: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

3. **Indemnity and Insurance.** The Indemnity and Insurance clause at Article 16 of the Employment Agreement executed by the parties on September 16, 2019 is incorporated into this Agreement as if fully set forth herein and remains in full force and effect.

4. **Mutual Release and Waiver.** Dr. Morley forever releases and discharges the Company, its parent, owners, agents, directors, officers, employees, and affiliates, of and from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character, whether known or unknown, including, but not limited to, those claims relating in any manner to or arising from Dr. Morley’s employment with the Company, or the separation thereof, or which may otherwise arise under any federal or state statute, the common law or in equity, including but not limited to any claim arising under the Americans with Disabilities Act, the Age Discrimination in Employment Act (“ADEA”), the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Michigan Elliott-Larsen Civil Rights Act, or the Michigan Persons With Disabilities Civil Rights Act, all as amended, and contract or tort claims, provided that, nothing in this provision or Agreement shall preclude Dr. Morley from seeking a judicial determination regarding the validity of this waiver with respect to any claims under the ADEA.

The Company forever releases and discharges Dr. Morley from any claims, actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses in law or in equity, arising from or relating to Dr. Morley's employment with the Company, with the exception of claims related to fraud or embezzlement.

5. **Non-Admission of Liability.** This Agreement shall not be construed as an admission, nor is it an admission, by either party that it is liable in any respect for any claim or cause of action that has been or may hereafter be asserted. This Agreement is being entered into solely for the purpose of conferring consideration upon both parties in return for their resolution of the matters enumerated above.

6. **Non-Disparagement.** The Company and Dr. Morley agree that they will not, either by conversation or any other oral expression, by letter or any other written expression, or by any other communication to the public or to any individual person or entity or groups of persons or entities, specifically including, but not limited to, past, present or future customers, clients, employees, independent contractors, or business associates of the Company, disparage or impugn the reputation or character of the other (which shall include the Company's board members, officers, directors, managers, employees, consultants or agents). Nothing in this paragraph limits Dr. Morley's ability to speak or write about general issues affecting women in business so long as she does not identify, or by any inference implicate or identify, the Company or anyone affiliated with the Company in doing so.

7. **Prior Agreements and Modification.** This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements concerning the same subject matter, except as expressly referred to or set forth herein. This Agreement may only be modified in writing signed by both parties.

8. **Return of Company Property.** Dr. Morley agrees to return, upon the Company's request, any Company property in her control or in her possession.

9. **Voluntary Execution.** Dr. Morley acknowledges that she has read this Agreement, understands its terms, has entered into it voluntarily, and with full knowledge of its content, meaning, and effect. Dr. Morley further acknowledges that she has been given twenty-one (21) days within which to consider this Agreement. Dr. Morley acknowledges that if she elects to sign this Agreement without availing herself of the opportunity to consider the terms of this Agreement for at least twenty one (21) days, her decision to shorten the time for considering this Agreement prior to signing it is voluntary, and such decision has not been induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the terms and conditions set forth in this Agreement in the event Dr. Morley elected to consider this Agreement for at least twenty one (21) days prior to signing it. Dr. Morley acknowledges she has been advised to consult with an attorney prior to signing this Agreement.

10. **Confidential Agreement.** Dr. Morley and the Company agree that the existence and content of this Agreement, and all terms in this Agreement, shall be and shall remain confidential, and shall not be disclosed to any employee or independent contractor of the Company (except on a "need to know basis" by the Company as necessary to effect the terms of this Agreement) or to any other person, firm or agency, excluding Dr. Morley's spouse and/or her legal or financial counsel, unless otherwise required by law, statute, rule, regulation or court/agency process, including but not limited to any disclosures pursuant to United States Securities and Exchange Commission Form 8-K, New York Stock Exchange regulations, and any analogous Canadian regulations.

11. **Breach of Agreement.** The Company shall make the payments and otherwise perform as specified in Paragraph 1 provided Dr. Morley complies with the provisions in this Agreement. The Company shall have the option to void its obligation to make any payment if Dr. Morley violates any material provision of this Agreement. If a payment is made before a violation, the Company is free to pursue all legal remedies available. In the event of such breach, the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security.

12. **Governing Law.** This Agreement shall be construed according to the laws of the State of Michigan.

13. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, unlawful, or unenforceable in any respect, all other provisions shall be unaffected, and this Agreement shall be construed as if such invalid, unlawful, or unenforceable provisions had never been contained herein.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

15. **Effective Date.** Dr. Morley will have seven (7) calendar days following her execution of this Agreement to revoke the Agreement. Notice of revocation must be in a signed writing delivered to the Company's Chief Executive Officer before expiration of the revocation period. This Agreement will not become effective or enforceable until Dr. Morley has executed the Agreement, the seven (7) day revocation period has passed, and the Agreement has been executed by the Company.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year set forth above.

/s/ Dr. Stephanie Morley
Dr. Stephanie Morley
Date: 5/13/21

Zomedica Inc.
By: /s/ Robert Cohen
Name printed: Robert Cohen
Its: CEO
Date: 5/13/ 2021

Exhibit A

Consulting Agreement

This Agreement is made effective as of May 14, 2021, between ZOMEDICA INC. (the "Company") and DR. STEPHANIE MORLEY ("Dr. Morley").

1. Services. Dr. Morley is engaged to perform periodic consulting services related to business strategy, veterinary practice, the value of certain products and technology, trends in veterinary medicine, and similar topics at the Company's request on an as needed basis (the "Services"). Services shall be provided at the Company's discretion, as it may so direct and as agreeable to Dr. Morley and workable with her schedule.
 2. Contractor Status. Dr. Morley shall be an independent contractor and as such shall not be eligible to participate in employee benefit programs. Dr. Morley shall be responsible to withhold and pay any taxes related to any services provided to the Company.
 3. Fees. The Company shall pay Dr. Morley on an hourly basis for any actual consulting services it requires her to render in addition to reimbursement for reasonable expenses. The hourly rate shall be \$300 during the first sixty days of the term of this agreement and \$400 thereafter.
 4. Term. The term of this Agreement shall commence on the effective date of this Agreement and shall continue for twenty four (24) months, upon which date it will terminate unless extended or renewed by mutual written agreement of the parties ("Term"). Prior to the expiration of the Term, the Company may terminate this Consulting Agreement in the event of a breach of the Agreement.
 5. Compliance. Dr. Morley will at all times act in compliance with all applicable laws and regulations, as well as Company rules of conduct, whether now existing or hereinafter enacted, whenever on Company premises or otherwise in connection with providing Services.
 6. Confidential Information. A separate Confidentiality Agreement between Dr. Morley and the Company dated May 14, 2021 is attached hereto as Attachment A and incorporated herein by reference.
 7. Assignment of Invention. In the event that, as a function of the relationship described in this Agreement or the receipt of any Zomedica Confidential Information (as that term is defined in Attachment A), any intellectual property is developed or created by Dr. Morley, Dr. Morley shall so notify Zomedica and such intellectual property promptly shall be assigned to Zomedica without any cost to Zomedica other than the administrative cost of such assignment. All documents, materials, and property developed by Dr. Morley pursuant to this Agreement are the sole property of Zomedica.
 8. Duty upon Termination or Request for Return of Property. In the course of performance of any duties assigned to Dr. Morley by the Company under this Agreement, Dr. Morley may be provided access to confidential information about the Company ("Confidential Information"), including but not limited to information concerning its plans, finances, properties, current and future projects, and the like. Dr. Morley shall, upon termination of this Agreement or request by the Company, return to the Company or destroy all Confidential Information and/or Company documents that may be in Dr. Morley's possession.
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9. Severability. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall be enforced to the maximum extent permitted by law, and further shall not affect the validity or enforceability of any other provisions of this Agreement.

10. Amendment. This Agreement may not be modified except by a written agreement signed by all parties that expressly references and purports to modify this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

12. Survivability. Sections 2 (with respect to taxes), 6, 7, 8, 9, 10, and 11 hereinabove shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ZOMEDICA INC.

By: /s/ Robert Cohen

Its: CEO

Dr. Stephanie Morley

/s/ Dr. Stephanie Morley

Attachment A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of the 14th day of May, 2021 (the "Effective Date"), by and between Zomedica Inc., a Delaware corporation with an address at 100 Phoenix Drive (Suite 125), Ann Arbor, MI 48108 ("Zomedica"), and Dr. Stephanie Morley, an individual with an address at [**] ("Individual").

WHEREAS, Zomedica desires to provide Individual with certain information which it deems confidential in connection with a consulting relationship (the "Relationship"); and,

WHEREAS, Zomedica wants to protect such information from unauthorized disclosure or use.

NOW, THEREFORE, the Parties agree as follows:

1. The term "Confidential Information" shall mean any information received from Zomedica (the "Disclosing Party") which is not generally known to the public including, but not limited to, information regarding Zomedica's business, technology, manufacturing processes, future plans, partners, concepts or other matters.
2. Individual (the "Receiving Party") agrees that, for a period of five (5) years from the Effective Date of this Agreement, she will not disclose the Confidential Information pursuant to this Agreement to third parties, and will not use the Confidential Information for any purpose other than the Relationship.
3. The above commitment by Receiving Party concerning confidentiality, use and disclosure shall not apply to the extent that any such Confidential Information:
 - a. was already known to Receiving Party prior to receipt from Disclosing Party;
 - b. is or becomes public knowledge without breach of Receiving Party's obligations under this or any other agreement;
 - c. is discovered, developed or learned by Receiving Party, as shown by documentary proof, independently of the receipt of Confidential Information at a time after the date of the Confidential Information disclosure;
 - d. was or is disclosed by Disclosing Party to a third party prior to or after the date of this Agreement without restrictions on disclosure or use;
 - e. is disclosed or used following Receiving Party's receipt of express written consent from an officer of Disclosing Party; or,
 - f. must be disclosed by Receiving Party pursuant to any law, regulation or judicial or administrative decree.

4. Nothing in this Agreement shall be construed to obligate Zomedica to disclose any information to Receiving Party.
5. At any time, upon the request of Disclosing Party, Receiving Party promptly shall return to Disclosing Party all Confidential Information in any form, and shall not retain any copies, extracts, reproductions and the like, in whole or in part, of such Confidential Information, with the exception of one file copy to be utilized solely for reference as to the scope of the obligation of confidentiality. The return of such Confidential Information shall not relieve Receiving Party of its obligation of confidentiality hereunder.
6. Disclosing Party represents that it has an unrestricted right to disclose the Confidential Information to Receiving Party, free of all claims or rights of third parties, and that such disclosure does not breach or conflict with any confidentiality provisions of any agreement to which Disclosing Party is a party.
7. This Agreement does not in any way constitute a binding commitment between the Parties to enter into and/or continue a business relationship.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws rules. The Parties agree that the venue for any matter arising pursuant to, or related to, this Agreement shall be the courts of the State of Michigan.
9. This Agreement contains the entire agreement of the Parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements.
10. This Agreement may not be amended except by mutual written agreement of the Parties.

To evidence their agreement, the Parties have had their authorized representatives sign below.

ZOMEDICA INC.

DR. STEPHANIE MORLEY

By: _____
Robert Cohen
Chief Executive Officer

By: _____
Name: _____
Its: _____

Zomedica Hires Vice President Business Development to Lead Acquisition and Licensing Efforts

Former Elanco Animal Health, Johnson & Johnson, Intuitive Surgical, and Enteromedics Business Development Executive Joins Team to Support Growth Opportunities

ANN ARBOR, Mich., May 17, 2021 (GLOBE NEWSWIRE) -- Zomedica Corp. (NYSE American: ZOM) ("Zomedica" or the "Company"), a veterinary health company creating point-of-care diagnostics products for dogs and cats, announced that it has hired a Vice President Business Development to lead its acquisition and licensing efforts.

"As disclosed in our first quarter financials, Zomedica had a cash and cash equivalents balance of approximately \$276.6 million as of March 31, 2021," commented Robert Cohen, Chief Executive Officer of Zomedica. "To complement our TRUFORMA[®] product platform and to accelerate the growth of Zomedica overall, we intend to opportunistically invest to expand our product offerings, technologies, and product development efforts. This will be a selective process, focused on expanding Zomedica's capability to be a valued partner to the veterinary clinic by bringing novel and valuable offerings that enhance both animal and practice health."

To support Zomedica's product and technology expansion efforts, Greg Blair has joined the Company as Vice President Business Development, becoming a member of the senior executive team reporting to Mr. Cohen. Mr. Blair comes to Zomedica after six successful years of increasing responsibility for business development at Elanco Animal Health (formerly a division of Eli Lilly), completing more than 40 transactions for that organization. Prior to that time, he had a successful career in business development, marketing and product development at a series of human medical device companies including Johnson & Johnson, Intuitive Surgical, and Enteromedics. Mr. Blair received a Bachelor of Science and Bachelor of Arts from Indiana University, and an MBA from Duke University's Fuqua School of Business. "Greg has the exact combination of industry knowledge, transactional experience, unlimited energy, and commitment to excellence needed to help bring Zomedica to the next level. I look forward to working with him on the critical and exciting projects for which he will be responsible," commented Mr. Cohen.

Separately, the Company announced that Dr. Stephanie Morley will be leaving Zomedica. "As part of the original founding team who created the vision of Zomedica, Dr. Morley's accomplishments on behalf of the Company are numerous and significant. All of us at Zomedica are appreciative of her efforts and wish her the very best as she continues to expand her horizons. I am pleased that Stephanie will continue to work with us as a consultant to provide her valuable insights as we move forward," commented Mr. Cohen. "I had a vision of establishing a veterinarian-focused company and bringing innovations to the pet health industry in parallel to their entrance into the human medical field," said Dr. Morley. "I feel a great sense of accomplishment now that TRUFORMA[®] is commercially available, and I look forward to its continued growth and success."

For additional information regarding TRUFORMA[®], please click on the TRUFORMA[®] tab at the top of the home page on the Zomedica website (www.zomedica.com).

About Zomedica

Based in Ann Arbor, Michigan, Zomedica (NYSE American: ZOM) is a veterinary health company creating products for dogs and cats by focusing on the unmet needs of clinical veterinarians. Zomedica's product portfolio will include innovative diagnostics and medical devices that emphasize patient health and practice health. It is Zomedica's mission to provide veterinarians the opportunity to increase productivity and grow revenue while better serving the animals in their care. For more information, visit www.ZOMEDICA.com.

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Reader Advisory

Except for statements of historical fact, this news release contains certain "forward-looking information" or "forward-looking statements" (collectively, "forward-looking information") within the meaning of applicable securities law. Forward-looking information is frequently characterized by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate" and other similar words, or statements that certain events or conditions "may" or "will" occur and include statements relating to our expectations regarding future results. Although we believe that the expectations reflected in the forward-looking information are reasonable, there can be no assurance that such expectations will prove to be correct. We cannot guarantee future results, performance or achievements. Consequently, there is no representation that the actual results achieved will be the same, in whole or in part, as those set out in the forward-looking information.

Forward-looking information is based on the opinions and estimates of management at the date the statements are made, including assumptions with respect to American economic growth, demand for the Company's products, the Company's ability to produce and sell its products, sufficiency of our budgeted capital and operating expenditures, the satisfaction by our strategic partners of their obligations under our commercial agreements, our ability to realize upon our business plans and cost control efforts and the impact of COVID-19 on our business, results and financial condition.

Our forward-looking information is subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those anticipated in the forward-looking information. Some of the risks and other factors that could cause the results to differ materially from those expressed in the forward-looking information include, but are not limited to: uncertainty as to whether our strategies and business plans will yield the expected benefits; uncertainty as to the timing and results of development work and verification and validation studies; uncertainty as to the timing and results of commercialization efforts, as well as the cost of commercialization efforts, including the cost to develop an internal sales force and manage our growth; uncertainty as to our ability to supply equipment and assays in response to customer demand; uncertainty as to the likelihood and timing of any required regulatory approvals, and the availability and cost of capital; the ability to identify and develop and achieve commercial success for new products and technologies; veterinary acceptance of our products; competition from related products; the level of expenditures necessary to maintain and improve the quality of products and services; changes in technology and changes in laws and regulations; our ability to secure and maintain strategic relationships; performance by our strategic partners of their obligations under our commercial agreements, including product manufacturing obligations; risks pertaining to permits and licensing, intellectual property infringement risks, risks relating to any required clinical trials and regulatory approvals, risks relating to the safety and efficacy of our products, the use of our products, intellectual property protection, risks related to the COVID-19 pandemic and its impact upon our business operations generally, including our ability to develop and commercialize our products, and the other risk factors disclosed in our filings with the SEC and under our profile on SEDAR at www.sedar.com. Readers are cautioned that this list of risk factors should not be construed as exhaustive.

The forward-looking information contained in this news release is expressly qualified by this cautionary statement. We undertake no duty to update any of the forward-looking information to conform such information to actual results or to changes in our expectations except as otherwise required by

applicable securities legislation. Readers are cautioned not to place undue reliance on forward-looking information.

Investor Relations Contact:

PCG Advisory

Kirin Smith, President

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