

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE ENZYMOTEC LTD. SECURITIES LITIGATION

Civ. Action No. 2:14-cv-5556 (JMV) (JBC)

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED OR OTHERWISE ACQUIRED ENZYMOTEC COMMON STOCK FROM SEPTEMBER 27, 2013 TO AUGUST 4, 2014, INCLUSIVE (THE “SETTLEMENT CLASS PERIOD”), AND WERE DAMAGED THEREBY; AND/OR (2) PURCHASED AND/OR CAN TRACE YOUR PURCHASE OF SHARES OF ENZYMOTEC COMMON STOCK ISSUED IN THE INITIAL PUBLIC OFFERING (“IPO”) THAT OCCURRED ON OR ABOUT SEPTEMBER 27, 2013, AND WERE DAMAGED THEREBY; AND/OR (3) PURCHASED AND/OR CAN TRACE YOUR PURCHASE OF SHARES OF ENZYMOTEC COMMON STOCK ISSUED IN THE SECONDARY PUBLIC OFFERING (“SPO”) THAT OCCURRED ON OR ABOUT FEBRUARY 27, 2014, AND WERE DAMAGED THEREBY, YOU MAY BE ENTITLED TO RECEIVE A PAYMENT UNDER THE PROPOSED SETTLEMENT (THE “SETTLEMENT”) OF A SECURITIES CLASS ACTION LAWSUIT (THE “LITIGATION”).

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

This is not a solicitation from a lawyer; a United States District Court authorized this notice (the “Notice”).

The complete terms and conditions of the Settlement are set forth in a Stipulation of Settlement, dated March 29, 2017 (the “Stipulation”) entered into by the parties to the Litigation, which can be downloaded at www.EnzymotecSecuritiesLitigation.com or requested at the telephone number and address provided below.

Relevant securities and time period: Enzymotec common stock purchased or otherwise acquired during the period September 27, 2013 to August 4, 2014, inclusive. Enzymotec shares pursuant and/or traceable to the Company’s IPO of its common stock on or about September 27, 2013. Enzymotec shares pursuant and/or traceable to the Company’s SPO of its common stock on or about February 27, 2014.

Settlement proceeds: If the Settlement is approved by the United States District Court for the District of New Jersey (the “Court”), it will provide for a gross payment of \$6,500,000 into a settlement fund (the “Settlement Fund”), which, after deducting certain fees and expenses described below, would be available for distribution to persons who purchased or otherwise acquired Enzymotec common stock during the Settlement Class Period (“Settlement Class”). Whether you are entitled to a *pro rata* payment from the Settlement Fund depends on the timing of your purchases and any sales of Enzymotec common stock during the Settlement Class Period. Based on the information currently available to counsel for the Court-appointed Lead Plaintiffs in the Litigation (“Lead Plaintiffs’ Counsel”) and the analysis performed by its damage consultants, if claims are submitted representing 100 percent of the eligible Enzymotec common stock, the estimated average recovery would be approximately \$0.61 for each share of Enzymotec common stock, before deducting settlement administration costs and Court-approved fees and expenses. Historically, the claim submission rate is less than 100 percent, which results in a higher per-security recovery for those who submit qualifying claims. Please see Question 10 below for a detailed explanation of the proposed plan of allocation (the “Plan of Allocation”) for distributing the Settlement proceeds to members of the Settlement Class (“Settlement Class Members”).

Reasons for the Settlement: The Settlement provides a benefit to Settlement Class Members now and avoids the uncertainty, time and expense of further litigation, including the potential for a contested trial and likely appeals, with the possibility of receiving no recovery at all for the Settlement Class.

If the Litigation had not settled: If the parties had not agreed to the Settlement, it is possible that the Lead Plaintiffs, on behalf of Settlement Class Members, would have obtained no recovery at all. Moreover, the defendants in the Litigation (the “Defendants”) could have prevailed at summary judgment or trial, both of which would have resulted in the Settlement Class receiving nothing. The parties vigorously disagree on both liability and damages. Defendants deny that they are liable in any respect, and deny that Lead Plaintiffs and Settlement Class Members suffered any injury. Among the many issues on which the parties do not agree are (1) whether any Defendants violated the law; (2) whether Enzymotec’s public disclosures contained any false or misleading statements or omissions of material fact; (3) whether any such alleged misstatements or omissions affected the price of Enzymotec common stock, and the amount and method for determining such alleged effect; and (4) the amount of damages (if any) that could be recovered at trial.

Fees and expenses: Lead Plaintiffs’ Counsel has not received any payments for its work investigating the facts, prosecuting the Litigation and negotiating the Settlement on behalf of Lead Plaintiffs and the Settlement Class. Lead Plaintiffs’ Counsel will ask the Court for an award of attorneys’ fees equal to 33-1/3% of the Settlement Fund, and for reimbursement of litigation expenses not to exceed \$225,000. These amounts would be paid exclusively from the Settlement Fund. If the above amounts are approved by the Court, the average cost of such fees and expenses would be approximately \$0.22 for each share of Enzymotec common stock.

Important deadlines:

Deadline to submit a claim for Settlement proceeds: December 26, 2017

Deadline to request exclusion from the Settlement Class: January 3, 2018

Deadline to object to the Settlement: January 3, 2018

Fairness Hearing: January 24, 2018

More information: www.EnzymotecSecuritiesLitigation.com or contact:

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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM	You may submit a claim to request a payment from the Settlement Fund by following the instructions in this Notice and on the Proof of Claim enclosed with this Notice.
OBJECT	You may write to the Court if you do not like this Settlement, the request for fees and expenses, or the Plan of Allocation. The Court will consider your objection in deciding whether to approve the Settlement.
REQUEST EXCLUSION	You may request to be excluded from the Settlement Class by following the instructions in this Notice. If you request exclusion, you will not be able to submit a claim for a payment from the Settlement Fund.
ATTEND THE HEARING	You may attend the hearing at which the Court will consider whether to approve the Settlement (the "Fairness Hearing"). Attendance, however, is not required.
DO NOTHING	You may do nothing, in which case you will not receive any payment from the Settlement Fund, and you will be bound by the terms of the Settlement, including the release of claims.

The above rights and options—and the deadlines to exercise them—are explained in this Notice. The Court must decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN DECEMBER 26, 2017.

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BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may have (i) purchased or otherwise acquired Enzymotec common stock during the period September 27, 2013 and August 4, 2014, inclusive, and were damaged thereby; (ii) purchased and/or can trace your purchase of shares of Enzymotec common stock issued in the Initial Public Offering, and were damaged thereby; and/or (iii) purchased and/or can trace your purchase of shares of Enzymotec common stock issued in the Secondary Public Offering that occurred on or about February 27, 2014, and were damaged thereby.

The Court authorized this Notice to inform people who purchased Enzymotec common stock as described above about a proposed settlement of a class action lawsuit filed against the Company, and the options that such people have before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and any appeals are resolved in favor of the Settlement, the claims administrator appointed by the Court (the “Claims Administrator”) will make the payments provided for under the Settlement.

This Notice explains the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible for such benefits, and how to obtain them. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Litigation, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

The title of the Litigation is *In re Enzymotec Ltd. Securities Litigation*, 2:14-cv-5556 (JMV) (JBC) (D.N.J.). Lead Plaintiffs are David R. Raabe, David E. Raabe and Yehuda L. Danon. Defendants are Enzymotec Ltd. (“Enzymotec” or the “Company”), the Officer Defendants, and the Director Defendants. The Officer Defendants are Ariel Katz and Oren Bryan. The Director Defendants are Jacob (Yaacov) Bachar, Nir Belzer, Yoav Doppelt, Steve Dubin, Dov Pekelman, Yossi Peled, Imanuel Wasserman, Yossi Ohana, Gilead Fortuna, Michal Silverberg, and Joseph Tenne. The “Exchange Act Defendants” are Enzymotec and the Officer Defendants. The Officer Defendants, Director Defendants, and Enzymotec are collectively referred to as the “Securities Act Defendants.”

2. What is this lawsuit about?

Enzymotec is a global supplier of lipid-based specialty nutritional and medical food products and solutions. The Litigation is a class action filed by shareholders of Enzymotec, against the Exchange Act Defendants, alleging federal securities law violations under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, on behalf of purchasers of the Company’s common stock during a purported Class Period between September 27, 2013 and August 4, 2014, inclusive. The Litigation also includes a second set of claims against the Securities Act Defendants, alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 on behalf of purchasers of Enzymotec shares pursuant and/or traceable to the Company’s IPO and the Company’s SPO.

This Action was commenced on September 5, 2014. The Court consolidated the Action with one other pending case and appointed Lead Plaintiffs and Co-Lead Counsel on February 13, 2015. Lead Plaintiffs filed the Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Amended Complaint”) on May 18, 2015.

Plaintiffs asserted claims under the Securities Act of 1933 and the Securities Exchange Act of 1934, alleging that Defendants misrepresented the viability of Enzymotec’s business, the strength of its customer relationships and the sales visibility that these relationships provided. The Amended Complaint alleges that contrary to Defendants’ representations concerning Enzymotec’s business leading up to and during the Class Period, Defendants were well aware that their positive affirmations were materially false and misleading. The Amended Complaint alleges that regulatory changes in China announced prior to the IPO portended a material and negative effect on the Company’s future sales. Plaintiffs alleged that these false and misleading statements caused Enzymotec’s stock to trade at artificially inflated prices. When the truth became known to the market, Enzymotec’s stock price plummeted on heavy trading volume, resulting in economic loss, i.e., damages, under the federal securities laws.

The Amended Complaint was filed after an extensive investigation by counsel that included, among other things, review and analysis of: (a) documents filed publicly by Enzymotec with the United States Securities and Exchange Commission (“SEC”); (b) press releases, newspaper articles, and other public statements issued by or concerning Enzymotec and current or former officers of Enzymotec; (c) research reports issued by financial analysts concerning Enzymotec’s stock and business; and (d) other publicly available information and data concerning Enzymotec and its stock.

Defendants subsequently moved to dismiss the Amended Complaint on July 17, 2015, which Lead Plaintiffs opposed on September 15, 2015. Defendants filed their reply in support of their motion to dismiss on October 30, 2015. The Court issued a decision granting in part and denying in part Defendants' motion to dismiss the Amended Complaint on December 15, 2015 (the "Dismissal Order").

On October 19, 2016, counsel for Lead Plaintiffs and Defendants participated in a mediation session with neutral JAMS mediator Jed Melnick, Esq., prior to which each side submitted comprehensive mediation statements setting forth their respective positions. The mediation was successful.

3. Why is this a class action?

The Action was filed as a class action lawsuit. In a class action, one or more plaintiffs file a lawsuit on behalf of himself or herself, and as a representative of other people who have similar claims. Class actions allow a court to consider the claims of a class of similarly situated people collectively where it might not be economically worthwhile for those people to file individual claims. The Court's decisions in a class action case are binding on all members of the class, except for those who inform the Court that they wish to be excluded from the class.

4. Why is there a settlement?

The Settlement avoids the risks and costs of lengthy and uncertain continued litigation, including potential trial and likely appeals, and instead allows eligible Settlement Class Members to be compensated now. After extensive good-faith settlement discussions during the course of the Litigation, counsel for Lead Plaintiffs and for Defendants participated in a mediation session with neutral JAMS mediator Jed Melnick, Esq. Prior to the settlement conference, each side submitted a comprehensive statement setting forth its respective position. As a result of negotiations that occurred during and after the settlement conference, the parties reached an agreement to settle the Litigation. Lead Plaintiffs and Lead Plaintiffs' Counsel believe that the Settlement is in the best interests of all Settlement Class Members.

Defendants have denied and continue to deny any and all wrongdoing whatsoever, but have nonetheless agreed to the Settlement in order to eliminate the uncertainty, distraction, disruption, burden, risk, and expense of further litigation.

If the Court approves the Settlement, Lead Plaintiffs will request that the Court dismiss the Litigation with prejudice and enter an order releasing all claims against Defendants. The effectiveness of the Settlement is contingent upon the Court's approval.

THE SCOPE OF THE SETTLEMENT

5. How do I know if I am covered by the Settlement?

The Settlement covers: (i) as to claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, all persons or entities who purchased or otherwise acquired Enzymotec common stock during the period September 27, 2013 and August 4, 2014, inclusive, and were damaged thereby; (ii) as to claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, all persons or entities who purchased and/or can trace their purchases of shares of Enzymotec common stock issued in the Initial Public Offering, and were damaged thereby; and (iii) as to claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, all persons or entities who purchased and/or can trace their purchases of shares of Enzymotec common stock issued in the Secondary Public Offering that occurred on or about February 27, 2014, and were damaged thereby.

6. Are there exceptions to being included in the Settlement Class?

Yes. Excluded from the Settlement Class are Defendants and all officers and directors of Enzymotec, and all such excluded persons' immediate family members, legal representatives, heirs, predecessors, successors and assigns, and any entity in which any excluded person has or had a controlling interest. Also excluded from the Settlement Class are persons who file valid and timely requests for exclusion by following the instructions below.

7. I'm still not sure if I am covered by the Settlement.

If you still are not sure whether you are included, you can ask for free help. You can call the Claims Administrator at (844) 418-6627 or visit www.EnzymotecSecuritiesLitigation.com for more information; you can email a representative of Lead Plaintiffs' Counsel, Lester R. Hooker, at lhooker@saxenawhite.com for more information; or you can fill out and return the Proof of Claim described in Question 11 to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide?

Defendants have agreed to a payment of \$6,500,000 in exchange for the release of claims provided for in the Stipulation. The Settlement Fund will be divided among all eligible Settlement Class Members who submit timely and valid Proofs of Claim approved by the Claims Administrator in whole or in part (“Authorized Claimants”), after payment of Court-approved attorneys’ fees and litigation expenses, taxes, and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing a notice in the news media. The amount remaining after such deductions is referred to as the “Net Settlement Fund.”

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on the overall number of valid claims that Settlement Class Members send in, the amount due under those claims, how much Enzymotec common stock you purchased and sold during the Settlement Class Period, and when you bought and sold such stock. All calculations and determinations will be made by the Claims Administrator under the supervision of Lead Plaintiffs’ Counsel. Defendants have no role or responsibility in making any claim determinations.

10. The Plan of Allocation

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant’s share of the Net Settlement Fund based upon the recognized loss formula (the “Recognized Loss”) described below. A Recognized Loss will be calculated for each share of Enzymotec common stock purchased or otherwise acquired during the Settlement Class Period, including Enzymotec common stock acquired in the Company’s Initial Public Offering at the start of the Class Period, and in its Secondary Public Offering completed during the Class Period. The calculation of Recognized Loss will depend upon several factors, including when Enzymotec common stock was purchased or otherwise acquired during the Class Period, and in what amounts, and whether those shares were sold, and if sold, when they were sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Settlement Administrator will use its best efforts to administer and distribute the Net Settlement Fund to the extent that it is equitably and economically feasible.

The Plan of Allocation was created with the assistance of a consulting damages expert, and reflects the assumption that the price of Enzymotec common stock was artificially inflated throughout the Class Period. The estimated alleged artificial inflation in the price of Enzymotec common stock during the Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Enzymotec common stock during the Class Period is based on certain misrepresentations alleged by Lead Plaintiffs and the price change in the stock in reaction to public announcements that allegedly corrected the misrepresentations alleged by Lead Plaintiffs, net of market- and industry-wide factors, and Company-specific factors unrelated to the alleged fraud.

Federal securities laws allow investors to recover for losses caused by disclosures that corrected Defendants’ previous misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Enzymotec common stock purchased or otherwise acquired during the Class Period must have been held during a period of time in which its price declined due to the disclosure of information that corrected an allegedly misleading statement or omission. Lead Plaintiffs’ Counsel have determined that such price declines occurred on May 14, 2014 and August 5, 2014 (the “Corrective Disclosure Dates”). Accordingly, if Enzymotec common stock was sold before May 14, 2014 (the earliest Corrective Disclosure Date), the Recognized Loss for such stock is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if Enzymotec common stock was both purchased and sold between May 14, 2014 and August 4, 2014, inclusive, the Recognized Loss for such stock is \$0.00.

Table 1
Artificial Inflation in Enzymotec Common Stock^{1,2}

From	To	Per-Share Price Inflation
September 27, 2013	May 13, 2014	\$6.67
May 14, 2014	August 4, 2014	\$1.48
August 5, 2014	Thereafter	\$0.00

Enzymotec shares purchased or otherwise acquired pursuant and/or traceable to the Company's IPO or the Company's SPO are the only Enzymotec securities eligible for a claim under §11(e) of the Securities Act of 1933 ("Section 11"). The Recognized Loss for such shares shall be *the maximum of*: (i) the Recognized Loss amount calculated under §10(b) of the Securities Exchange Act of 1934 ("Section 10(b)") as described below; or (ii) the Recognized Loss amount calculated under Section 11 as described below. Section 11 provides for an affirmative defense of negative causation that prevents recovery for losses that Defendants prove are not attributable to misrepresentations and/or omissions alleged by Lead Plaintiffs in the offering's registration statement. Accordingly, consistent with the Recognized Loss calculation under Section 10(b), the Recognized Loss calculation under Section 11 assumes that the Company-specific declines in the price of Enzymotec common stock in response to corrective disclosure alleged by Lead Plaintiffs are the only compensable losses.

Enzymotec common stock acquired in the Company's IPO shall be treated as a purchase of Enzymotec common stock at a price of \$14.00 per share (the IPO offering price) with per-share price inflation of \$6.67. Enzymotec common stock acquired in the Company's SPO shall be treated as a purchase of Enzymotec common stock at a price of \$28.00 per share (the SPO offering price) with per-share price inflation of \$6.67.

The "90-day look back" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for Enzymotec common stock under Section 10(b). The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Enzymotec common stock purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for such stock and the average price of Enzymotec common stock during the 90-Day Lookback Period. The Recognized Loss on Enzymotec common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and the rolling average price of Enzymotec common stock during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero.

Shares held before the beginning of the Class Period and uncovered short sales are excluded from the calculation of overall gain or loss. If a claimant had a net market loss in his, her or its trading in Enzymotec common stock, the claimant's Recognized Loss shall be limited to the claimant's net market loss.

For claimants who held shares before the beginning of the Class Period and/or made multiple purchases, acquisitions or sales of the Enzymotec common stock during the Class Period, the sales of shares will be matched in chronological order first against the claimant's closing position the day before the beginning of the Class Period, until that day's closing position has been exhausted; then remaining sales after the beginning of the Class Period will be matched in chronological order against purchases or acquisitions made in the Class Period until all such shares have been exhausted. Purchases and sales of eligible securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.

If a claimant acquired Enzymotec common stock by way of gift, inheritance, devise or operation of law, such claim will be computed using the date and price of the original purchase and not the date and price of transfer, gift or inheritance. To the extent those shares were not originally purchased in the Class Period, the Recognized Loss per share for that acquisition shall be \$0.00.

If a claimant has a calculated payment that is less than \$10.00 in total that claimant will not be included in the calculation and the funds will be distributed to other claimants whose payment is greater than \$10.00.

Calculation of Recognized Loss per Share of Enzymotec Common Stock Under Section 10(b):

For each share of Enzymotec common stock purchased or otherwise acquired during the Class Period (i.e., September 27, 2013 through August 4, 2014, inclusive), the Recognized Loss per share under Section 10(b) shall be calculated as follows:

- i. For each share of Enzymotec common stock that was sold prior to March 14, 2014, the Recognized Loss per share is \$0.

¹ If the price inflation reflected in Table 1 exceeds the purchase price paid for a share of Enzymotec common stock, then the price inflation shall be equal to the purchase price paid for such stock, excluding all fees, taxes and commissions.

² Any transactions in Enzymotec common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

- ii. For each share of Enzymotec common stock that was sold during the period May 14, 2014 through August 4, 2014, inclusive, the Recognized Loss per share is *the lesser of*:
- the amount of per-share price inflation on the date of purchase as appears in Table 1 above, *minus* the amount of per-share price inflation on the date of sale as appears in Table 1 above; or
 - the purchase price *minus* the sale price.
- iii. For each share of Enzymotec common stock that was sold during the period August 5, 2014 through October 31, 2014, inclusive (i.e., the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
- the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - the purchase price *minus* the sale price; or
 - the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iv. For each share of Enzymotec common stock that was still held as of the close of trading on October 31, 2014, the Recognized Loss per share is *the lesser of*:
- the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - the purchase price *minus* the sale price; or
 - the purchase price *minus* the average closing price for Enzymotec common stock during the 90-Day Lookback Period, which is \$7.78.

Table 2

Sale/Disposition Date	90-Day Lookback Value	Sale/Disposition Date	90-Day Lookback Value	Sale/Disposition Date	90-Day Lookback Value
8/5/2014	\$9.11	9/4/2014	\$8.96	10/3/2014	\$8.31
8/6/2014	\$9.21	9/5/2014	\$8.94	10/6/2014	\$8.28
8/7/2014	\$9.27	9/8/2014	\$8.91	10/7/2014	\$8.25
8/8/2014	\$9.28	9/9/2014	\$8.89	10/8/2014	\$8.22
8/11/2014	\$9.24	9/10/2014	\$8.87	10/9/2014	\$8.18
8/12/2014	\$9.21	9/11/2014	\$8.86	10/10/2014	\$8.15
8/13/2014	\$9.19	9/12/2014	\$8.84	10/13/2014	\$8.12
8/14/2014	\$9.19	9/15/2014	\$8.81	10/14/2014	\$8.10
8/15/2014	\$9.18	9/16/2014	\$8.79	10/15/2014	\$8.07
8/18/2014	\$9.15	9/17/2014	\$8.77	10/16/2014	\$8.04
8/19/2014	\$9.14	9/18/2014	\$8.74	10/17/2014	\$8.01
8/20/2014	\$9.10	9/19/2014	\$8.71	10/20/2014	\$7.98
8/21/2014	\$9.08	9/22/2014	\$8.67	10/21/2014	\$7.96
8/22/2014	\$9.08	9/23/2014	\$8.64	10/22/2014	\$7.93
8/25/2014	\$9.07	9/24/2014	\$8.60	10/23/2014	\$7.91
8/26/2014	\$9.07	9/25/2014	\$8.56	10/24/2014	\$7.89
8/27/2014	\$9.05	9/26/2014	\$8.52	10/27/2014	\$7.87
8/28/2014	\$9.04	9/29/2014	\$8.48	10/28/2014	\$7.84
8/29/2014	\$9.03	9/30/2014	\$8.43	10/29/2014	\$7.82
9/2/2014	\$9.01	10/1/2014	\$8.39	10/30/2014	\$7.80
9/3/2014	\$8.99	10/2/2014	\$8.35	10/31/2014	\$7.78

Calculation of Recognized Loss per Share of Enzymotec Common Stock Under Section 11:

For each share of Enzymotec common stock purchased or otherwise acquired pursuant and/or traceable to either the Company's IPO or SPO, the Recognized Loss per share under Section 11 shall be calculated as follows:

- i. For each share of Enzymotec common stock that was sold prior to May 14, 2014, the Recognized Loss per share is \$0.
- ii. For each share of Enzymotec common stock that was sold during the period May 14, 2014 through August 4, 2014, inclusive, the Recognized Loss per share is *the lesser of*:
 - a. \$5.19;³ or
 - b. the Offer Price⁴ *minus* the sale price.
- iii. For each share of Enzymotec common stock that was sold on or after August 5, 2014, the Recognized Loss per share is *the lesser of*:
 - a. \$6.67; or
 - b. the Offer Price *minus* the sale price.
- iv. For each share of Enzymotec common stock that was not subsequently sold, the Recognized Loss per share is \$6.67.

HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM

11. How will I get a payment?

To qualify for a payment, you must send a Proof of Claim to the Claims Administrator. A Proof of Claim is enclosed with this Notice. Read the instructions carefully, fill out the Proof of Claim, include all the documents requested, sign it, and mail it postmarked no later than December 26, 2017.

12. When would I get my payment?

It is difficult to predict when payments from the Settlement Fund will begin. The Court will hold the Fairness Hearing on January 24, 2018, at 10:30 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from the Court's approval, which could take a year or longer to resolve. The timing also depends on the number of Proofs of Claim submitted, which take time to process. Please be patient.

13. Can I sue Defendants for the same thing?

If you are a Settlement Class Member and you do not request exclusion from the Settlement Class in the manner described below, you may not sue any of the Released Persons (as defined in the Stipulation), including Defendants, based on the same or similar facts and issues as in the Litigation. The precise scope of the releases is described below in paragraph 20. If you have a pending lawsuit against any of the Released Persons, speak to your lawyer in that case immediately.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of Saxena White P.A., Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Ryan & Maniskas, LLP as Co-Lead Counsel to represent Lead Plaintiffs and all Settlement Class Members. You will not be charged for the services of these lawyers. Also, any Settlement Class Member may enter an appearance in the Litigation, at his, her or its own expense, individually or through counsel of his, her or its own choice by filing with the Clerk of Court and delivering a notice of appearance to Lead Plaintiffs' Counsel and Defendants' Counsel, at the addresses set forth in paragraph 17 below, such that it is received no later than January 3, 2018. An appearance must be filed within the specified time if a Settlement Class Member, or his or her counsel, wishes to be heard orally at the Fairness Hearing.

³ \$5.19 is the price inflation at the time of the offering minus the price inflation at sale (i.e., \$6.67 - \$1.48 = \$5.19).

⁴ The Offer Price for the IPO is \$14.00; the Offer Price for the SPO is \$28.00.

15. How will the lawyers be paid?

Before the date of the Fairness Hearing, Lead Plaintiffs' Counsel will submit an application asking the Court for an award of attorneys' fees equal to 33-1/3% of the Settlement Fund, and for reimbursement of litigation expenses not to exceed \$225,000, both of which would be paid from the Settlement Fund. Settlement Class Members are not personally liable for such fees or expenses. To date, Lead Plaintiffs' Counsel has not received any payment for its services in conducting this Litigation on behalf of Lead Plaintiffs and the Settlement Class, nor has it received any reimbursement of litigation expenses. The fees requested will compensate Lead Plaintiffs' Counsel for its work in achieving the Settlement and is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. This motion will be considered at the Fairness Hearing.

REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT

16. Do I have to participate in the Settlement?

No. Any member of the Settlement Class who wishes to exclude himself, herself or itself from the Settlement Class may request exclusion in writing. A request for exclusion must be mailed or delivered such that it is received no later than January 3, 2018, to *Enzymotec Securities Litigation*, EXCLUSIONS, PO Box 4079, Portland, OR 97208-4079, and must (i) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *In re Enzymotec Ltd. Securities Litigation*, 2:14-cv-5556 (D.N.J.)"; (iii) state the number of shares of publicly traded Enzymotec common stock that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative.

Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action and shall not receive any payment out of the Net Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

17. How do I tell the Court that I do not like the Settlement?

Any Settlement Class Member may object to the Settlement, the Plan of Allocation, and/or the application for attorneys' fees and expenses, and may also (but need not) appear at the Fairness Hearing to raise such an objection. To object, you must submit (a) a written statement identifying your name, address, and telephone number, and, if represented by counsel, your counsel's name and contact information; (b) proof of ownership of Enzymotec common stock during the Settlement Class Period, including the number of Enzymotec common stock and the date or dates of purchase; (c) a statement explaining your objection and your reasons for such objection; and (d) any supporting documentation. If you wish to appear at the Fairness Hearing, you must also include a statement of intention to appear at the Fairness Hearing. You must send these materials by first-class mail to the following addresses so that they are received **by January 3, 2018**:

The Court
Clerk of the Court
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
M. L. King Jr. Federal Building and Courthouse
50 Walnut Street
Newark, New Jersey 07101

Lead Plaintiffs' Counsel
SAXENA WHITE P.A.
Lester R. Hooker
5200 Town Center Circle, Suite 601
Boca Raton, Florida 33486
Telephone: (561) 394-3399

CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO, P.C.
James E. Cecchi
5 Becker Farm Road
Roseland, New Jersey 07068
Telephone: (973) 994-1700

RYAN & MANISKAS, LLP
Richard A. Maniskas
995 Old Eagle School Road, Suite 311
Wayne, Pennsylvania 19087
Telephone: (484) 588-5516

Counsel for Defendants
KATTEN MUCHIN ROSENMAN LLP
Richard H. Zelichov
Jonathan A. Rotenberg
575 Madison Avenue
New York, New York 10022-2585
Telephone: (212) 940-8800

If you do not raise an objection in the manner provided above, you will be deemed to have waived any objection to the Settlement, the Plan of Allocation, and the attorneys' fees and expenses, unless otherwise ordered by the Court.

THE FAIRNESS HEARING

The Court will hold a Fairness Hearing at 10:30 a.m. on January 24, 2018, at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. You may attend the Fairness Hearing, but you do not have to. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will consider any objections that have been properly submitted. The Court will also decide whether to approve the Plan of Allocation, and the payment of fees and expenses to Lead Plaintiffs' Counsel. It is difficult to predict how long the hearing may take or whether the Court will make a decision on the day of the hearing or sometime later.

The Fairness Hearing may be adjourned by the Court without further written notice to the Settlement Class. If the Court adjourns the Fairness Hearing, the litigation website will reflect to the new date. If you, or your counsel, intend to attend the Fairness Hearing, you should confirm the date and time with Lead Plaintiffs' Counsel.

18. Do I have to come to the hearing?

No. Lead Plaintiffs' Counsel will attend the Fairness Hearing on behalf of the Settlement Class. If you submit an objection in accordance with the instructions above, the Court will consider your objection even if you do not attend the Fairness Hearing. You may attend the Fairness Hearing if you want, at your own expense, or you may send your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not receive any payment from the Settlement Fund, and you will be bound by the terms of the Settlement, including the release of claims against Defendants and the other Released Persons.

SCOPE OF THE RELEASE

20. What happens if I do not request exclusion from the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and other members of the Settlement Class, on behalf of themselves, their representatives, current and future heirs, executors, successors, administrators, attorneys, insurers, agents, and assigns, and any person they represent, will have fully, finally and forever released, resolved, relinquished, waived and discharged

Defendants and the other Released Persons (as defined below), and each of their respective legal representatives, heirs, executors, successors, and assigns in their capacities as such, of and from each and every Released Claim (as defined below) and shall forever be barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum asserting, any or all of the Released Claims against any of the Defendants and the other Released Persons, whether or not such Lead Plaintiff or Settlement Class Member executes the Proof of Claim and Release.

“Released Claims” means any and all claims, debts, demands, damages, liabilities, losses, rights, obligations, judgments, suits, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether in nature of class, individual, representative, or in any other capacity, whether asserted directly, indirectly, derivatively, or in any other manner, including both known claims and Unknown Claims: (i) that have been or could have been asserted in the Litigation by the Lead Plaintiffs and/or Settlement Class Members or any of them against any of the Released Persons, including, without limitation, those concerning any statements made by any Defendant that Lead Plaintiffs allege in the Litigation were false or misleading, or any of the alleged acts, omissions, representations, facts, events, matters, transactions, or occurrences asserted in or relating to the Litigation, or otherwise alleged, asserted, or contended in the Litigation; or (ii) that relate to the purchase, acquisition, holding, or sale of Enzymotec common stock during the Settlement Class Period by Lead Plaintiffs or any Settlement Class Member that were or might have been asserted on behalf of themselves, their heirs, executors, administrators, successors, and assigns against the Released Persons or any of them. Released Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

“Released Persons” means Defendants and Underwriter Defendants (as defined in the Stipulation) collectively and each of them, and each of any Defendant’s or Underwriter Defendant’s respective family members and current, former, or future parents, subsidiaries, associates, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, underwriters, commercial bankers, trustees, engineers, insurers, co-insurers, reinsurers, heirs, assigns, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors, advisors, and/or any other individual or entity in which any Defendant or Underwriter Defendant has or had a controlling interest or which is or was related to or affiliated with any Defendant or Underwriter Defendant.

“Unknown Claims” means any Released Claim that Lead Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, which if known by him, her, or it, might have affected his, her, or its Settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden.

With respect to any and all Released Claims, the parties have further stipulated and agreed that, upon the Effective Date (upon condition of the occurrences of all of the following events: (a) payment of the Settlement Fund; (b) entry of the Preliminary Approval Order; (c) entry of the Judgment; (d) the Judgment becoming Final; and (e) the Settlement is not otherwise terminated pursuant to the Stipulation, as defined in the Stipulation), Lead Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent in effect to California Civil Code § 1542. Lead Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled

and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This Notice summarizes the Settlement. More details are in the Stipulation, which has been filed with the Court. You can obtain a copy of the Stipulation from the Clerk's office at the United States District Court, District of New Jersey, 50 Walnut Street, Newark, NJ 07101, during regular business hours, or it can be viewed or downloaded at www.EnzymotecSecuritiesLitigation.com. Or you may contact the Claims Administrator at PO Box 4079, Portland, OR 97208-4079.

22. How do I get more information?

You can call (844) 418-6627 or write to a representative of Lead Plaintiffs' Counsel, Lester R. Hooker, or go to www.EnzymotecSecuritiesLitigation.com for additional information regarding the Settlement or the Litigation. ***Please do not call the Court or the Clerk of the Court for additional information about the Settlement.***

23. Special notice to nominees.

If you hold any Enzymotec common stock purchased between September 27, 2013 and August 4, 2014, inclusive, as a nominee for a beneficial owner, within ten (10) days after you receive this Notice, you must either (1) send a copy of this Notice by first-class mail to all such beneficial owners; or (2) provide a list of the names and addresses of such beneficial owners to the Claims Administrator at the following address:

Enzymotec Securities Litigation
Claims Administrator
PO Box 4079
Portland OR 97208-4079

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. You may be able to obtain reimbursement for, or advancement of, any reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice that would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator. Please contact the Claims Administrator for more information.

DATED: September 6, 2017

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY