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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**SCHEDULE 13D**  
(Rule 13d-101)

**INFORMATION INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a)  
AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)**

(Amendment No. )\*

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**AURA BIOSCIENCES, INC.**  
(Name of Issuer)

**Common Stock, par value \$0.00001 per share**  
(Title of Class of Securities)

**05153U107**  
(CUSIP Number)

**Medixi Growth I LP**  
**c/o Intertrust Fund Services (Jersey) Limited**  
**44 Esplanade**  
**St. Helier, Jersey JE4 9WG**  
**+44 1534 504000**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**November 2, 2021**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d 1(e), 240.13d 1(f) or 240.13d 1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Medicxi Growth I LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	Jersey	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		2,969,352
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		2,969,352
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	2,969,352	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
	<input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	10.5%*	
14.	Type of Reporting Person (See Instructions)	
	PN	

\* Calculated based upon 28,409,613 outstanding shares of Common Stock of the Issuer, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Medicxi Growth Co-Invest I LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	
	AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6.	Citizenship or Place of Organization	
	Jersey	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
		70,540
	8.	Shared Voting Power
		0
	9.	Sole Dispositive Power
		70,540
	10.	Shared Dispositive Power
		0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	
	70,540	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
	<input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)	
	0.2%*	
14.	Type of Reporting Person (See Instructions)	
	PN	

\* Calculated based upon 28,409,613 outstanding shares of Common Stock of the Issuer, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Medicxi Growth I GP Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)  AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6.	Citizenship or Place of Organization  Jersey	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  3,039,892
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  3,039,892
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  3,039,892	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)  10.7%*	
14.	Type of Reporting Person (See Instructions)  OO	

\* Calculated based upon 28,409,613 outstanding shares of Common Stock of the Issuer, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Medicxi Ventures Management (Jersey) Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)  AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6.	Citizenship or Place of Organization  Jersey	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power  3,039,892
	8.	Shared Voting Power  0
	9.	Sole Dispositive Power  3,039,892
	10.	Shared Dispositive Power  0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  3,039,892	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)  10.7%*	
14.	Type of Reporting Person (See Instructions)  OO	

\* Calculated based upon 28,409,613 outstanding shares of Common Stock of the Issuer, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

**ITEM 1. SECURITY AND ISSUER.**

This Statement on Schedule 13D (this "**Schedule 13D**") relates to Common Stock, par value \$0.00001 per share (the "**Common Stock**"), of Aura Biosciences, Inc., a Delaware corporation (the "**Issuer**"). The address of the Issuer's principal executive office is 85 Bolton Street, Cambridge, Massachusetts 02140. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable. The Common Stock is held directly by each of Medicxi Growth I LP and Medicxi Growth Co-Invest I LP.

**ITEM 2. IDENTITY AND BACKGROUND.**

**Item 2 (a) – (c).** This Schedule 13D is being filed by the following persons:

- (i) Medicxi Growth I LP ("**Growth I**"), a Jersey limited partnership;
- (ii) Medicxi Growth Co-Invest I LP ("**Growth Co-Invest I**") and, together with Growth I, the "**Medicxi Funds**"), a Jersey limited partnership;
- (iii) Medicxi Growth I GP Limited ("**Growth I GP**"), a Jersey limited liability company, which is the sole general partner of the Medicxi Funds; and
- (iv) Medicxi Ventures Management (Jersey) Limited ("**Manager**"), a Jersey limited liability company, which is appointed by Growth I GP as the manager of the Medicxi Funds.

Growth I, Growth Co-Invest I, Growth I GP and Manager are sometimes individually referred to herein as a "**Reporting Person**" and collectively as the "**Reporting Persons**."

Each of Growth I and Growth Co-Invest I is principally engaged in the business of investing in securities. Growth I GP is principally engaged in the business of **servicing as the general partner of the Medicxi Funds**. Manager is principally engaged in the business of acting as manager for entities principally engaged in the business of investing in securities. The business address and principal executive offices of each of the Reporting Persons is c/o Intertrust Fund Services (Jersey) Limited, 44 Esplanade, St. Helier, Jersey JE4 9WG.

**Item 2 (d) – (e).** During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

**Item 2 (f).** Each of Growth I and Growth Co-Invest I is a Jersey limited partnership. Each of Growth I GP and Manager is a Jersey limited liability company.

**ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 3, as applicable.

**ITEM 4. PURPOSE OF TRANSACTION.**

Prior to the initial public offering of shares of Common Stock by the Issuer, in various financings the Medicxi Funds acquired shares of Series D-1 convertible preferred stock, Series D-2 convertible preferred stock and Series E convertible preferred stock of the Issuer, representing an aggregate of 2,329,892 shares of Common Stock, for an aggregate cost of approximately \$22,387,027 in cash. Additionally, on November 2, 2021, (i) Growth I purchased 693,525 shares of Common Stock in the Issuer's initial public offering at the public offering price of \$14.00 per share for an aggregate purchase price of \$9,709,350 and (ii) Growth Co-Invest I purchased 16,475 shares of Common Stock in the Issuer's initial public offering at the public offering price of \$14.00 per share for an aggregate purchase price of \$230,650. The Medicxi Funds funded these purchases using cash on hand.

Each of the Medicxi Funds acquired its shares of Common Stock as an investment in the ordinary course of business.

**Investors' Rights Agreement**

On March 18, 2021, the Medicxi Funds entered into the fifth amended and restated investors' rights agreement (the "**Investors' Rights Agreement**"), by and among Aura Biosciences, Inc. and certain of its stockholders. Pursuant to the terms of the Investors' Rights Agreement, the signatories to the Investors' Rights Agreement, including the Medicxi Funds, have the right to require the Issuer to file a registration statement to register an offering with respect to their shares of Common Stock, subject to customary terms and conditions. Pursuant to the Investors' Rights Agreement, the Medicxi Funds and their permitted transferees also have customary short-form registration rights and piggyback registration rights, subject to customary terms and conditions.

The foregoing description of the Investors' Rights Agreement is qualified in its entirety by reference to the full text of the Investors' Rights Agreement, a copy of which is filed as Exhibit 99.2 hereto, and is incorporated by reference into this Item 4.

**Lock-Up Agreement**

In connection with the Issuer's initial public offering, on September 9, 2021, the Medicxi Funds entered into a lock-up agreement (the "**Lock-Up Agreement**") with Cowen and Company, LLC, SVB Leerink LLC and Evercore, Inc., as representatives (the "**Representatives**") of a group of underwriters. The Lock-Up Agreement prohibits the Medicxi Funds and any of their direct or indirect affiliates from, among other things, offering for sale, selling, contracting to sell, granting any option for the sale of, transferring or otherwise disposing of any shares of Common Stock, options or warrants to acquire shares of Common Stock or any security or instrument related to Common Stock, or entering into any swap, hedge or other arrangement that transfers any of the economic consequences of ownership of Common Stock, for a period of 180 days beginning on the date of the Lock-Up Agreement through 180 days following the date of the Lock-Up Agreement, without the prior written consent of the Representatives, subject to certain exceptions.

The foregoing description of the Lock-Up Agreement is qualified in its entirety by reference to the full text of a form of the Lock-Up Agreement, a copy of which is filed as Exhibit 99.3 hereto, and is incorporated by reference into this Item 4.

In connection with the foregoing, and as may be appropriate from time to time, each of the Reporting Persons may consider the feasibility and advisability of various alternative courses of action with respect to the Medicxi Funds' investment in the Issuer, including, without limitation: (a) the acquisition or disposition by the Medicxi Funds of Common Stock, including through derivative transactions which may include security-based swaps and short sales; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) changes in the present board of directors or management of the Issuer; (e) a material change in the present capitalization or dividend policy of the Issuer; (f) other material changes in the Issuer's business or corporate structure; (g) changes in the Issuer's articles of incorporation or bylaws or other actions that may impede the acquisition of control of the Issuer by any person; (h) causing any class of the Issuer's securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) causing a class of equity securities of the Issuer to become eligible for termination of registration pursuant to Section 12 of the Exchange Act; or (j) any action similar to those enumerated above. Except as described in Item 6 and this Item 4 and any plans or proposals that may from time to time be discussed or considered by the directors of the Issuer, including Giovanni Mariggi, who is also a shareholder of Manager, in his fiduciary capacity as a director of the Issuer, the Reporting Persons do not currently have any plans or proposals that relate to or would result in any of the actions specified in clause (a) through (j) of this paragraph.

The Reporting Persons intend to review the Medicxi Fund's investment in the Issuer from time to time on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's stock in particular, as well as other developments.

**ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.**

(a) and (b) As of the date of this Schedule 13D, Growth I directly beneficially owns 2,969,352 shares of Common Stock, representing approximately 10.5% of the total outstanding shares of Common Stock based upon 28,409,613 outstanding shares of the Issuer's Common Stock, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

As of the date of this Schedule 13D, Growth Co-Invest I directly beneficially owns 70,540 shares of Common Stock, representing approximately 0.2% of the total outstanding shares of Common Stock based upon 28,409,613 outstanding shares of the Issuer's Common Stock, as disclosed by the Issuer in its Rule 424(b)(4) filing, dated October 28, 2021, and filed with the Securities and Exchange Commission on November 1, 2021.

As of the date of this Schedule 13D, each of Growth I GP, as the general partner of the Medicxi Funds, and Manager, appointed by Growth I GP as manager of the Medicxi Funds, may be deemed to beneficially own the shares held directly by the Medicxi Funds.

(c) Information with respect to all transactions in the shares beneficially owned by the Reporting Persons that were effected during the past sixty days is set forth in Item 4 and incorporated herein by reference.

(d) Not applicable.

(e) Not applicable.

**ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 6. Except as referenced above or described in Item 4 hereof, there are no contracts, arrangements, understandings or relationships among the Reporting Persons or between such Reporting Persons and any other person with respect to any securities of the Issuer.

**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

- |              |  |
|--------------|--|
| Exhibit 99.1 | Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended   |
| Exhibit 99.2 | Fifth Amended and Restated Investors' Rights Agreement (incorporated by reference to Exhibit 4.2 to the Form S-1 registration statement filed by Aura Biosciences, Inc. with the SEC on October 8, 2021) |
| Exhibit 99.3 | Form of Lock-Up Agreement  |

**SIGNATURES**

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: November 10, 2021

**MEDICXI GROWTH I LP**

By: Medicxi Ventures Management (Jersey) Limited, its  
sole manager

By: /s/ Giles Johnstone-Scott  
\_\_\_\_\_  
Giles Johnstone-Scott  
Director

**MEDICXI GROWTH CO-INVEST I LP**

By: Medicxi Ventures Management (Jersey) Limited, its  
sole manager

By: /s/ Giles Johnstone-Scott  
\_\_\_\_\_  
Giles Johnstone-Scott  
Director

**MEDICXI GROWTH I GP LIMITED**

By: /s/ Francois Chesnay  
\_\_\_\_\_  
Francois Chesnay  
Director

**MEDICXI VENTURES MANAGEMENT (JERSEY)  
LIMITED**

By: /s/ Giles Johnstone-Scott  
\_\_\_\_\_  
Giles Johnstone-Scott  
Director

**EXHIBIT INDEX**

Exhibit No.	Description
99.1	<a href="#"><u>Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended</u></a>
99.2	<a href="#"><u>Fifth Amended and Restated Investors' Rights Agreement (incorporated by reference to Exhibit 4.2 to the Form S-1 registration statement filed by Aura Biosciences, Inc. with the SEC on October 8, 2021)</u></a>
99.3	<a href="#"><u>Form of Lock-Up Agreement</u></a>

**Joint Filing Agreement**

In accordance with Rule 13d-1(f) under the Securities and Exchange Act of 1934, the persons or entities named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the shares of the Issuer and further agree that this joint filing agreement be included as an exhibit to this Schedule 13D. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of November 10, 2021.

**MEDICXI GROWTH I LP**

By: Medicxi Ventures Management (Jersey) Limited, its  
sole manager

By: /s/ Giles Johnstone-Scott  
Giles Johnstone-Scott  
Director

**MEDICXI GROWTH CO-INVEST I LP**

By: Medicxi Ventures Management (Jersey) Limited, its  
sole manager

By: /s/ Giles Johnstone-Scott  
Giles Johnstone-Scott  
Director

**MEDICXI GROWTH I GP LIMITED**

By: /s/ Francois Chesnay  
Francois Chesnay  
Director

**MEDICXI VENTURES MANAGEMENT (JERSEY)  
LIMITED**

By: /s/ Giles Johnstone-Scott  
Giles Johnstone-Scott  
Director

## Form of Lock-Up Agreement

September \_\_\_\_, 2021

COWEN AND COMPANY, LLC  
SVB LEERINK LLC  
EVERCORE GROUP, L.L.C.

As Representatives of the several Underwriters

c/o Cowen and Company, LLC  
599 Lexington Avenue  
New York, New York 10022

c/o SVB Leerink LLC  
One Federal Street, 37th Floor  
Boston, Massachusetts 02110

c/o Evercore Group, L.L.C.  
55 East 52nd Street  
New York, New York, 10055

Re: Aura Biosciences, Inc. – Registration Statement on Form S-1 for Shares of Common Stock

Dear Sirs and Madams:

This letter agreement (“Agreement”) is being delivered to you in connection with the proposed Underwriting Agreement (the “Underwriting Agreement”) between Aura Biosciences, Inc., a [Delaware] corporation (the “Company”) and Cowen and Company, LLC, SVB Leerink LLC, Evercore, Inc., as representatives (the “Representatives”) of a group of underwriters (collectively, the “Underwriters”), to be named therein, and the other parties thereto (if any), relating to the proposed public offering of shares of the common stock, par value \$ 0.00001 per share (the “Common Stock”) of the Company (the “Offering”).

In order to induce the Underwriters to enter into the Underwriting Agreement, and in light of the benefits that the Offering will confer upon the undersigned in his, her or its capacity as a securityholder and/or an officer, director or employee of the Company, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each Underwriter that, during the period beginning on the date hereof through and including the date that is the 180th day after the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, and will not cause or direct any of its affiliates to, without the prior written consent of the Representatives directly or indirectly, (i) offer, sell, assign, transfer, pledge, contract to sell, lend or otherwise dispose of, or publicly announce the intention to otherwise dispose of, any shares of Common Stock (including, without limitation, Common Stock which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations promulgated under the Securities Act of 1933, as amended (the “Securities Act”), as the same

may be amended or supplemented from time to time (such shares, the “Beneficially Owned Shares”)) or securities convertible into or exercisable or exchangeable for Common Stock, (ii) enter into, or publicly announce the intention to enter into, any swap, hedge or similar agreement or arrangement (including, without limitation, the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) that transfers, is designed to transfer or reasonably could be expected to transfer (whether by the undersigned or someone other than the undersigned) in whole or in part, directly or indirectly, the economic risk of ownership of the Beneficially Owned Shares or securities convertible into or exercisable or exchangeable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (the “Prohibited Activity”), or (iii) engage in, or publicly announce the intention to engage in, any short selling of the Common Stock or securities convertible into or exercisable or exchangeable for Common Stock. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that is designed to or which reasonably could be expected to lead to or result in any Prohibited Activity during the Lock-Up Period.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed shares of Common Stock the undersigned may purchase in the Offering.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

The restrictions set forth in the preceding paragraphs shall not apply to:

- (1) the conversion of the outstanding convertible preferred stock of the Company into shares of Common Stock in connection with the consummation of the Offering as described in the Prospectus (as defined in the Underwriting Agreement), provided that any such shares of Common Stock received upon such conversion shall be subject to the terms of this Agreement;
- (2) if the undersigned is a natural person, any transfers made by the undersigned (a) as a bona fide gift to any member of the immediate family (as defined below) of the undersigned or to a trust the beneficiaries of which are exclusively the undersigned or members of the undersigned’s immediate family, (b) by will or intestate succession upon the death of the undersigned or (c) as a bona fide gift to a charity or educational institution;
- (3) if the undersigned is a corporation, partnership, limited liability company or other business entity, any transfers to any stockholder, partner or member of, or owner of a similar equity interest in, the undersigned, as the case may be, if, in any such case, such transfer is not for value;
- (4) if the undersigned is a corporation, partnership, limited liability company or other business entity, any transfer made by the undersigned (a) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned’s capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned’s assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by this Agreement or (b) to another corporation, partnership, limited liability company or other business entity so long as the transferee is an affiliate (as defined below) of the undersigned, or to an investment fund or other entity that controls or manages, or is under common control with the undersigned, and such transfer is not for value;

(5) the transfer pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of securities involving a change of control of the Company, provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, any Common Stock or securities convertible into or exercisable or exchangeable for Common Stock held by the undersigned shall remain subject to the restrictions on transfer set forth in this Agreement. For purposes of this Agreement, "change of control" shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions, in each case, approved by the board of directors of the Company and the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity);

(6) if the undersigned is a trust, distributions of shares of Common Stock or any security directly or indirectly convertible into shares of Common Stock to its beneficiaries in a transaction not involving a disposition of value;

(7) transfers to the Company pursuant to agreements that are in effect as of the date hereof under which the Company has the option to repurchase such shares or securities upon termination of the undersigned;

(8) transactions relating to Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock acquired in this Offering (other than any issuer-directed Common Stock purchased in the Offering by an officer or director of the Company) or in open market transactions after completion of the Offering, or that otherwise do not involve or relate to shares of Common Stock held prior to the Offering, provided that no such transaction is required to be, or is, publicly announced (whether on Form 4, Form 5 or otherwise) during the Lock-Up Period;

(9) the entry, by the undersigned, at any time on or after the date of the Underwriting Agreement, of any trading plan providing for the sale of Common Stock by the undersigned, which trading plan meets the requirements of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), provided, however, that such plan does not provide for, or permit, the sale of any Common Stock during the Lock-up Period and no public announcement or filing is voluntarily made or required regarding such plan during the Lock-Up Period;

(10) any transfers made by the undersigned to the Company to satisfy tax withholding obligations pursuant to the Company's equity incentive plans or arrangements disclosed in the Prospectus (as defined in the Underwriting Agreement); and

(11) pursuant to a court order or order of a regulatory agency.

provided, however, that in the case of any transfer described in clause (2), (3), (4), (6) and (11) above, it shall be a condition to the transfer that (A) the transferee executes and delivers to the Representatives, acting on behalf of the Underwriters, not later than one business day prior to such transfer, a written agreement, in substantially the form of this Agreement (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the undersigned and not to the immediate family of the transferee) and otherwise satisfactory in form and substance to the Representatives, and (B) in the case of any transfer described in

clause (2), (3), (4), (6), (7), (10) or (11) above, no public announcement or filing is voluntarily made regarding such transfer during the Lock-Up Period and if the undersigned is required to file a report under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock or Beneficially Owned Shares or any securities convertible into or exercisable or exchangeable for Common Stock or Beneficially Owned Shares during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that, (A) in the case of any transfer pursuant to clause (2) above, such transfer is being made as a gift or by will or intestate succession, (B) in the case of any transfer pursuant to clause (3) above, such transfer is being made to a stockholder, partner or member of, or owner of a similar equity interest in, the undersigned and is not a transfer for value, (C) in the case of any transfer pursuant to clause (4) above, such transfer is being made either (a) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned's assets or (b) to another corporation, partnership, limited liability company or other business entity that is an affiliate of the undersigned and such transfer is not for value, (D) in the case of any transfer pursuant to clause (6) above, such transfer is being made from the trust to its beneficiaries in a transaction not involving a disposition of value, (E) in the case of any transfer pursuant to clause (7) above, such transfer is being made under terms of the Company's repurchase rights upon termination of the undersigned, (F) in the case of any transfer pursuant to clause (10) above, such transfer is being made to satisfy tax withholding obligations and (G) in the case of any transfer pursuant to clause (11) above, such transfer is being made pursuant to a court order or order of a regulatory agency. For purposes of this paragraph, "immediate family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned; and "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act.

For avoidance of doubt, nothing in this Agreement prohibits (A) the undersigned from exercising any options or warrants to purchase Common Stock (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis), it being understood that any Common Stock issued upon such exercises will be subject to the restrictions of this Agreement or (B) the surrender or forfeiture of securities in partial or full settlement of any income, employment or social tax withholding and remittance obligations of the undersigned or the employer of the undersigned in connection with the vesting or exercise of any equity award outstanding on the date of the Underwriting Agreement granted pursuant to the Company's equity plans described in the Prospectus, and provided, however, that no public announcement or filing is voluntarily made regarding such exercise during the Lock-Up Period and provided that if the undersigned is required to file a report under Section 16(a) of the Exchange Act reporting a reduction in beneficial ownership of such options or warrants during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that the disposition relates to the exercise of an option or warrant, as applicable, and that the shares of Common Stock received upon exercise are subject to the restrictions of this Agreement.

In order to enable this covenant to be enforced, the undersigned hereby consents to the placing of legends or stop transfer instructions with the Company's transfer agent with respect to any Common Stock or securities convertible into or exercisable or exchangeable for Common Stock.

In the event that, during the Lock-up Period, the Representatives grant a discretionary release or waiver of Common Stock to (i) an officer or director of the Company or (ii) any stockholder of the Company who has executed and delivered to the Representatives a copy of this Agreement and beneficially owns (as such term is defined in Rule 13d-3 under the Exchange Act) 1.0% or more of the outstanding shares of capital stock of the Company, calculated as of the closing of the Offering (each, a "Released Party"), then the Representatives shall be deemed to have also released or waived, on the same terms and conditions, if any, the prohibitions set forth in this Agreement that would otherwise have applied to the undersigned on a pro-rata basis with respect to the same proportion (determined as a percentage) of the undersigned's Beneficially

Owned Shares as (x) the aggregate amount of Beneficially Owned Shares of the Released Party subject to the release or waiver bears to (y) the aggregate amount of shares of Beneficially Owned Shares held by the Released Party at the time of the release or waiver. The provisions of this paragraph will not apply: (i) (a) if the release or waiver is effected solely to permit a transfer not involving a disposition for value and (b) the transferee has agreed in writing to be bound by the same terms described in this agreement for the duration of the Lock-up Period; (ii) with respect to any release granted by the Representatives to a director or officer of the Company due to financial hardship, as determined by the Representatives in their sole discretion or (iii) if the release or waiver is granted to a holder of Common Stock in connection with an underwritten public offering, whether or not such offering is wholly or partially a secondary offering, of Common Stock pursuant to a registration statement under the Securities Act or (iv) if the aggregate number of shares of Common Stock released pursuant to all releases or waivers is less than or equal to 1.0% of the total number of outstanding shares of Common Stock calculated as of the date of the Offering (after giving effect to such Offering). In the event that, as a result of this paragraph, any Beneficially Owned Shares held by the undersigned are to be released or waived from the restrictions imposed by this Agreement, the Representatives shall use best efforts to notify the Company three business days prior to the effective date of such release or waiver, and the Company, in turn, shall use best efforts to notify the undersigned within two business days thereafter that the same percentage of aggregate Beneficially Owned Shares held by the undersigned has been released or waived from the restrictions set forth in this Agreement; provided, that the failure to give any such notice to the Company or the undersigned shall not give rise to any claim or liability against the Underwriters, including the Representatives. For purposes of determining beneficial ownership of a stockholder, all shares of Common Stock held by investment funds affiliated with such stockholder shall be aggregated.

The undersigned further agrees that it will not, during the Lock-Up Period, make any demand or request for or exercise any right with respect to the registration under the Securities Act, of any shares of Common Stock or other Beneficially Owned Shares or any securities convertible into or exercisable or exchangeable for Common Stock or other Beneficially Owned Shares.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This Agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Offering of Common Stock and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Agreement and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state.

This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

If (i) the Company notifies the Representatives in writing that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement is not executed by December 31, 2021, or (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated for any reason prior to payment for and delivery of any Common Stock to be sold thereunder, then this Agreement shall immediately be terminated and the undersigned shall automatically be released from all of his, her or its obligations under this Agreement. The undersigned acknowledges and agrees that whether or not any public offering of Common Stock actually occurs depends on a number of factors, including market conditions.

[Signature page follows]

Very truly yours,

\_\_\_\_\_  
(Name of Stockholder - Please Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Signatory if Stockholder is an entity - Please Print)

\_\_\_\_\_  
(Title of Signatory if Stockholder is an entity - Please Print)

Address: \_\_\_\_\_

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