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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**Third Harmonic Bio, Inc.**

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(Name of Issuer)

**Common Stock**

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(Title of Class of Securities)

**88427A107**

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(CUSIP Number)

**OrbiMed Advisors LLC  
OrbiMed Capital GP VII LLC**

**601 Lexington Avenue, 54th Floor  
New York, NY 10022  
Telephone: (212) 739-6400**

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(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**September 19, 2022**

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(Date of Event which Requires Filing of this Statement)

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.

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

\* 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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CUSIP No. 88427A107

1	Names of Reporting Persons. OrbiMed Advisors LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="radio"/> (b) <input type="radio"/>	
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="radio"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 5,779,071
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 5,779,071
11	Aggregate Amount Beneficially Owned by Each Reporting Person 5,779,071	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 14.3%*	
14	Type of Reporting Person (See Instructions) IA	

\* This percentage is calculated based upon 40,328,935 shares outstanding of Third Harmonic Bio, Inc. (the "Issuer"), following the closing of the Issuer's initial public offering, as set forth in the Issuer's Rule 424(b)(4) Prospectus filed with the Securities and Exchange Commission on September 15, 2022, after giving effect to an additional 1,635,000 shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

CUSIP No. 88427A107

1	Names of Reporting Persons. OrbiMed Capital GP VII LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions). (a) <input type="radio"/> (b) <input type="radio"/>	
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="radio"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
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14	Type of Reporting Person (See Instructions) OO	

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## Item 1. Security and Issuer

This Schedule 13D (the “Statement”) relates to the common stock, par value \$0.0001 per share (the “Shares”), of Third Harmonic Bio, Inc., a corporation organized under the laws of Delaware (the “Issuer”), with its principal executive offices located at 300 Technology Square, 8th Floor, Cambridge, MA 02139. The Shares are listed on the NASDAQ Global Market under the ticker symbol “THRD”. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

On September 19, 2022, the Issuer completed its initial public offering pursuant to which the Issuer agreed to issue and sell 10,900,000 Shares to the participants in the offering (the “IPO”). In addition, the Issuer granted the underwriters an option to purchase, at the public offering price less any underwriting discounts and commissions, up to an additional 1,635,000 Shares. The purchase price for each Share was \$17.00. As a result of the IPO, and the underwriters exercise of their option, the Issuer’s total number of outstanding Shares increased to 40,328,935.

## Item 2. Identity and Background

(a) This Schedule 13D is being filed by OrbiMed Advisors LLC (“OrbiMed Advisors”) and OrbiMed Capital GP VII LLC, (“GP VII”) (collectively, the “Reporting Persons”).

(b) — (c), (f) GP VII, a limited liability company organized under the laws of Delaware, is the general partner of a limited partnership, as more particularly described in Item 6 below. GP VII has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

OrbiMed Advisors, a limited liability company organized under the laws of Delaware and a registered investment adviser under the Investment Advisers Act of 1940, as amended, is the managing member of GP VII, as more particularly described in Item 6 below. OrbiMed Advisors has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

The directors and executive officers of OrbiMed Advisors and GP VII are set forth on Schedules I and II, respectively, attached hereto. Schedules I and II set forth the following information with respect to each such person:

- (i) name;
- (ii) business address;
- (iii) present principal occupation of employment and the name, principal business and address of any corporation or other organization in which such employment is conducted; and
- (iv) citizenship.

(d) — (e) During the last five years, neither the Reporting Persons nor any Person named in Schedules I or II has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a 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 violation with respect to such laws.

## Item 3. Source and Amount of Funds or Other Consideration

In July 2020 and February 2021, OrbiMed Advisors and GP VII, pursuant to their authority under the limited partnership agreement of OrbiMed Private Investments VII, LP (“OPI VII”), as more particularly described in Item 6 below, caused OPI VII to purchase 8,593,750 shares of Series A-2 convertible preferred stock of the Issuer. In connection with and immediately prior to the closing of the IPO, shares of Series A-2 convertible preferred stock were converted into Shares on a 2.259-to-1 basis.

In November 2021, OrbiMed Advisors and GP VII, pursuant to their authority under the limited partnership agreement of OPI VII, as more particularly described in Item 6 below, caused OPI VII to purchase 2,441,407 shares of Series A-3 convertible preferred stock of the Issuer. In connection with and immediately prior to the closing of the IPO, shares of Series A-3 convertible preferred stock were converted into Shares on a 2.259-to-1 basis.

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In December 2021, OrbiMed Advisors and GP VII, pursuant to their authority under the limited partnership agreement of OPI VII, as more particularly described in Item 6 below, caused OPI VII to purchase 1,342,065 shares of Series B convertible preferred stock of the Issuer. In connection with and immediately prior to the closing of the IPO, shares of Series B convertible preferred stock were converted into Shares on a 2.259-to-1 basis.

On and prior to the close of September 19, 2022, OrbiMed Advisors and GP VII, pursuant to their authority under the limited partnership agreement of OPI VII, as more particularly described in Item 6 below, caused OPI VII to purchase 300,000 Shares in the IPO.

The source of funds for such purchases was the working capital of OPI VII.

As a result of the transactions described in this Item 3, GP VII, as the general partner of OPI VII, may be deemed to be the beneficial owner of approximately 14.3% of the outstanding Shares. OrbiMed Advisors, as the managing member of GP VII, may be deemed to be the beneficial owner of approximately 14.3% of the outstanding Shares. None of the Reporting Persons have acquired or disposed of any additional Shares since September 19, 2022.

#### **Item 4. Purpose of Transaction**

This Statement relates to the acquisition of Shares by the Reporting Persons. The Shares acquired by the Reporting Persons were acquired for the purpose of making an investment in the Issuer and not with the intention of acquiring control of the Issuer's business on behalf of the Reporting Persons' respective advisory clients.

The Reporting Persons from time to time intend to review their investment in the Issuer 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 Shares in particular, as well as other developments and other investment opportunities. Based upon such review, the Reporting Persons will take such actions in the future as the Reporting Persons may deem appropriate in light of the circumstances existing from time to time. If the Reporting Persons believe that further investment in the Issuer is attractive, whether because of the market price of Shares or otherwise, they may acquire Shares or other securities of the Issuer either in the open market or in privately negotiated transactions. Similarly, depending on market and other factors, the Reporting Persons may determine to dispose of some or all of the Shares currently owned by the Reporting Persons or otherwise acquired by the Reporting Persons either in the open market or in privately negotiated transactions.

Except as set forth in this Schedule 13D, the Reporting Persons have not formulated any plans or proposals which relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer, (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 the assets of the Issuer or any of its subsidiaries, (d) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board, (e) any material change in the Issuer's capitalization or dividend policy of the Issuer, (f) any other material change in the Issuer's business or corporate structure, (g) any change in the Issuer's charter or bylaws or other instrument corresponding thereto or other action which may impede the acquisition of control of the Issuer by any person, (h) causing a class of the Issuer's securities to be deregistered or 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) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act or (j) any action similar to any of those enumerated above.

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## Item 5. Interest in Securities of the Issuer

(a) — (b) The following is based upon 40,328,935 Shares outstanding following the closing of the IPO, as set forth in the Issuer’s Rule 424(b)(4) Prospectus filed with the SEC on September 15, 2022, after giving effect to an additional 1,635,000 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters’ option..

As of the date of this filing, OPI VII, a limited partnership organized under the laws of Delaware, holds 5,779,071 Shares, constituting approximately 14.3% of the issued and outstanding Shares. GP VII is the general partner of OPI VII, pursuant to the terms of the limited partnership agreement of OPI VII, and OrbiMed Advisors is the managing member of GP VII, pursuant to the terms of the limited liability company agreement of GP VII. As a result, OrbiMed Advisors and GP VII share power to direct the vote and disposition of the Shares held by OPI VII and may be deemed directly or indirectly, including by reason of their mutual affiliation, to be the beneficial owners of the Shares held by OPI VII. OrbiMed Advisors exercises this investment and voting power through a management committee comprised of Carl L. Gordon, Sven H. Borho, and W. Carter Neild, each of whom disclaims beneficial ownership of the Shares held by OPI VII.

In addition, OrbiMed Advisors and GP VII, pursuant to their authority under the limited partnership agreement of OPI VII, caused OPI VII to enter into the agreements referred to in Item 6 below.

(c) Except as disclosed in Item 3, the Reporting Persons have not effected any transactions during the past sixty (60) days in any Shares.

(d) Not applicable.

(e) Not applicable.

## Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

In addition to the relationships between the Reporting Persons described in Items 2 and 5 above, GP VII is the general partner of OPI VII, pursuant to the terms of the limited partnership agreement of OPI VII. Pursuant to this agreement and relationship, GP VII has discretionary investment management authority with respect to the assets of OPI VII. Such authority includes the power to vote and otherwise dispose of securities held by OPI VII. The number of outstanding Shares of the Issuer attributable to OPI VII is 5,779,071 Shares. GP VII, pursuant to its authority under the limited partnership agreement of OPI VII, may be considered to hold indirectly 5,779,071 Shares.

In addition to the relationships between the Reporting Persons described in Items 2 and 5 above, OrbiMed Advisors is the managing member of GP VII, pursuant to the terms of the limited liability company agreement of GP VII. Pursuant to this agreement and relationship, OrbiMed Advisors and GP VII have discretionary investment management authority with respect to the assets of OPI VII. Such authority includes the power of GP VII to vote and otherwise dispose of securities held by OPI VII. The number of outstanding Shares attributable to OPI VII is 5,779,071 Shares. OrbiMed Advisors, pursuant to its authority under the terms of the limited liability company agreement of GP VII, may also be considered to hold indirectly 5,779,071 Shares.

David Bonita (“Bonita”), a member of OrbiMed Advisors, is a member of the Board of Directors of the Issuer and, accordingly, OrbiMed Advisors and GP VII may have the ability to affect and influence control of the Issuer. From time to time, Bonita may receive stock options or other awards of equity-based compensation pursuant to the Issuer’s compensation arrangements for non-employee directors. Pursuant to an agreement with OrbiMed Advisors and GP VII, Bonita is obligated to transfer any securities issued under any such stock options or other awards, or the economic benefit thereof, to OrbiMed Advisors and GP VII, which will in turn ensure that such securities or economic benefits are provided to OPI VII.

### *Investors’ Rights Agreement*

In addition, OPI VII and certain other stockholders of the Issuer entered into an Amended and Restated Investors’ Rights Agreement with the Issuer (the “Investors’ Rights Agreement”), dated as of December 17, 2021. Pursuant to the Investors’ Rights Agreement and subject to the terms and conditions therein, the parties agreed that:

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### *Demand Registration Rights*

At any time beginning six months following the date of the effective date of the registration statement of the IPO, the holders of at least a majority of the Issuer's preferred securities may make a written request that the Issuer register at least 40% of the registrable securities then outstanding of the Issuer (or a lesser percent if the anticipated aggregate offering price, net of selling expenses, would exceed \$10 million), subject to certain specified conditions and exceptions. The Issuer is required to use commercially reasonable efforts to effect the registration and will pay all registration expenses, other than underwriting discounts and commissions, related to any demand registration. The Issuer is not obligated to effect more than one of these registrations.

### *Piggyback Registration Rights*

Whenever the Issuer proposes to file a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), including a registration statement on Form S-3 as discussed below, other than with respect to certain excluded registrations, OPI VII will be entitled to notice of the registration and have the right, subject to limitations that the underwriters may impose on the number of Shares included in the registration, to include the Shares held by them in the registration.

### *Form S-3 Registration Rights*

At any time after the Issuer is qualified to file a registration statement on Form S-3 under the Securities Act, and subject to limitations and conditions specified in the Investors' Rights Agreement, holders of at least 20% of the registrable securities then outstanding may make a written request that the Issuer prepare and file a registration statement on Form S-3 covering their Shares, so long as the aggregate price to the public equal or exceeds \$5 million. The Issuer is not obligated to effect more than one of these Form S-3 registrations in any 12-month period.

### ***Lock-Up Agreement***

In addition, in connection with the IPO, OPI VII and Bonita each entered into a lock-up agreement (the "Lock-Up Agreement") with the Issuer's underwriters pursuant to which, among other things, OPI VII and Bonita each agreed not to, except in limited circumstances, directly or indirectly, from the date of the Lock-Up Agreement until 180 days after the date of the prospectus supplement relating to the Offering (the "Lock-Up Period"): (i) 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, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or any other securities convertible into or exercisable or exchangeable for Shares; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares, in each case whether settled in securities, cash or otherwise.

After the Lock-Up Period expires, OPI VII's Shares will be eligible for sale in the public market, subject to any applicable limitations under Rule 144 under the Securities Act, and other applicable U.S. securities laws.

The foregoing description of the Investors' Rights Agreement and the Lock-Up Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Investors' Rights Agreement and the Lock-Up Agreement, which are filed as Exhibits 2 and 3, respectively, and incorporated herein by reference.

### **Item 7. Material to Be Filed as Exhibits**

<b>Exhibit</b>	<b>Description</b>
1.	Joint Filing Agreement among OrbiMed Advisors LLC and OrbiMed Capital GP VII LLC.
2.	Amended and Restated Investors' Rights Agreement by and among the Issuer and certain of its stockholders, dated as of December 17, 2021 (incorporated by reference to Exhibit 4.2 to the Issuer's Registration Statement on Form S-1 (SEC 333-267022), filed with the SEC on September 8, 2022).
3.	Form of Lock-Up Agreement.

**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 28, 2022

ORBIMED ADVISORS LLC

By: /s/ Carl L. Gordon  
Name: Carl L. Gordon  
Title: Member

ORBIMED CAPITAL GP VII LLC

By: ORBIMED ADVISORS LLC, its managing member

By: /s/ Carl L. Gordon  
Name: Carl L. Gordon  
Title: Member of OrbiMed Advisors LLC

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## SCHEDULE I

The names and present principal occupations of each of the executive officers and directors of OrbiMed Advisors LLC are set forth below. Unless otherwise noted, each of these persons is a United States citizen and has a business address of 601 Lexington Avenue, 54th Floor, New York, NY 10022.

<u>Name</u>	<u>Position with Reporting Person</u>	<u>Principal Occupation</u>
Carl L. Gordon	Member	Member OrbiMed Advisors LLC
Sven H. Borho German and Swedish Citizen	Member	Member OrbiMed Advisors LLC
W. Carter Neild	Member	Member OrbiMed Advisors LLC
Geoffrey C. Hsu	Member	Member OrbiMed Advisors LLC
C. Scotland Stevens	Member	Member OrbiMed Advisors LLC
David P. Bonita	Member	Member OrbiMed Advisors LLC
Peter A. Thompson	Member	Member OrbiMed Advisors LLC
Matthew S. Rizzo	Member	Member OrbiMed Advisors LLC
Trey Block	Chief Financial Officer	Chief Financial Officer OrbiMed Advisors LLC

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## SCHEDULE II

The business and operations of OrbiMed Capital GP VII LLC are managed by the executive officers and directors of its managing member, OrbiMed Advisors LLC, set forth on Schedule I attached.

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**EXHIBIT INDEX**

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3.	Form of Lock-Up Agreement.

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JOINT FILING AGREEMENT

The undersigned hereby agree that the Statement on Schedule 13D, dated September 19, 2022, with respect to the common stock of Third Harmonic Bio, Inc. is filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. Each of the undersigned agrees to be responsible for the timely filing of this Statement, and for the completeness and accuracy of the information concerning itself contained therein. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 28<sup>th</sup> day of September 2022.

ORBIMED ADVISORS LLC

By: /s/ Carl L. Gordon  
Name: Carl L. Gordon  
Title: Member

ORBIMED CAPITAL GP VII LLC

By: ORBIMED ADVISORS LLC, its managing member

By: /s/ Carl L. Gordon  
Name: Carl L. Gordon  
Title: Member of OrbiMed Advisors LLC

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**FORM OF LOCK-UP AGREEMENT**

May 12, 2022

Morgan Stanley & Co. LLC  
Jefferies LLC  
Cowen and Company, LLC

c/o Morgan Stanley & Co.LLC  
1585 Broadway  
New York, NY 10036

c/o Jefferies LLC  
520 Madison Avenue  
New York, NY 10022

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

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Jefferies LLC (“**Jefferies**”) and Cowen and Company, LLC (“**Cowen**” and together with Morgan Stanley and Jefferies, the “**Representatives**”), propose to enter into an underwriting agreement (the “**Underwriting Agreement**”) with Third Harmonic Bio, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several underwriters, including the Representatives (the “**Underwriters**”), of shares (the “**Shares**”) of the common stock, par value \$0.0001 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, and will not publicly disclose an intention to, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the “**Restricted Period**”) relating to the Public Offering (the “**Prospectus**”), (1) 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, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition of any shares of Common Stock, or securities convertible into or exercisable or exchangeable for Common Stock, even if any such sale or disposition transaction or transactions would be made or executed by or on behalf of someone other than the undersigned. The foregoing shall not apply to:

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(a) transactions relating to shares of Common Stock or other securities acquired in the Public Offering or in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act or other public announcement shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in the Public Offering or in such open market transactions during the Restricted Period, and to the extent a filing under Section 16(a) of the Exchange Act is required during the Restricted Period as a result of transaction described in this clause (a), it shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (a);

(b) transfers or distributions of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock (i) as a bona fide gift or charitable contribution, (ii) by will or intestacy or to any member of the undersigned's immediate family or to a trust for the direct or indirect benefit of the undersigned and/or any member of the undersigned's immediate family, (iii) to any corporation, partnership, limited liability company or other business entity, all of the beneficial ownership interests of which, in each such case, are held by the undersigned or any member of the undersigned's immediate family, (iv) if the undersigned is an entity, to general or limited partners, beneficiaries, members, stockholders or holders of similar equity interests in the undersigned, or (v) if the undersigned is an entity, to another corporation, partnership, limited liability company, trust or other business entity including any subsidiaries of the undersigned, that is a direct or indirect affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity that controls or manages, is controlled or managed by or is under common control or common management with the undersigned or affiliated with the undersigned; *provided* that, in the case of any transfer or distribution pursuant to this clause (b), (A) each transferee, donee or distributee shall sign and deliver a lock-up agreement substantially in the form of this agreement, (B) such transfer or distribution does not involve a disposition for value, and (C) no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership of shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock shall be required or shall be voluntarily made during the Restricted Period (other than, in the case of a transfer or other disposition pursuant to clause (i) or (ii) above, a Form 5 required to be filed under the Exchange Act if the undersigned is subject to Section 16 reporting with respect to the Company under the Exchange Act, any such filing will indicate by footnote disclosure or otherwise the nature of the transfer or disposition);

(c) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for shares of Common Stock by operation of law pursuant to a qualified domestic order or other court order or in connection with a divorce settlement; *provided* that (i) any filing under Section 16(a) of the Exchange Act made during the Restricted Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described in this clause (c) and (B) no securities were sold by the undersigned, (ii) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period, and (iii) each transferee shall sign and deliver a lock-up agreement substantially in the form of this agreement;

(d) (i) the exercise of options or other similar awards or the vesting or settlement of awards granted pursuant to the Company's equity incentive plans as described in the Prospectus and outstanding on the date of the Underwriting Agreement (including the delivery and receipt of shares of Common Stock, other awards or any securities convertible into or exercisable or exchangeable for shares of Common Stock in connection with such exercise, vesting or settlement), or (ii) the transfer or disposition of shares of Common Stock or any securities convertible into shares of Common Stock by the undersigned to the Company (or the purchase and cancellation of the same by the Company) upon a vesting or settlement event of the Company's securities or upon the exercise of options to purchase the Company's securities expiring during the Restricted Period, on a "cashless" or "net exercise" basis solely to the extent permitted by the instruments representing such options, in each case pursuant to the Company's equity incentive plans as described in the Prospectus and solely to cover withholding tax obligations in connection with such transaction and any transfer to the Company for the payment of taxes as a result of such transaction, *provided* that (A) the shares of Common Stock received upon the exercise, vesting, or settlement of the options or other awards described in this clause (d) are subject to the terms of this agreement, (B) no public disclosure or filing under Section 16(a) of the Exchange Act shall be voluntarily made during the Restricted Period, (C) to the extent a filing under Section 16(a) of the Exchange Act is required during the Restricted Period as a result of transfers described in clause (d)(i), it shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in clause (d)(i) and that the shares of Common Stock received upon the exercise, vesting, or settlement of such options or other awards are subject to this agreement, and (D) with respect to any transfers or dispositions described in clause (d)(ii) above, no public disclosure or filing shall be made during the Restricted Period within 60 days after the date of the Prospectus (unless such equity award would otherwise expire during such period), and after such 60th day, if the undersigned is required to file a report reporting a reduction in beneficial ownership of shares of Common Stock during the Restricted Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in clause (d)(ii) and that the shares of Common Stock received upon such exercise or settlement are subject to this agreement;

(e) transfers to the Company pursuant to the repurchase of shares of Common Stock in connection with the termination of the undersigned's employment with the Company or other service relationship with the Company pursuant to contractual agreements with the Company as in effect as of the date of the Prospectus and disclosed in the Prospectus, *provided* that, if the undersigned is required to file a report reporting a reduction in beneficial ownership of shares of Common Stock during the Restricted Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (e) and no public disclosure or filing shall be voluntarily made;

(f) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for shares of Common Stock that are required to effect the recapitalization of the Company as described in the Prospectus and completed prior to the completion of the Public Offering, including the conversion of the outstanding preferred shares of the Company, *provided* that (A) any shares of Common Stock received upon the exercise or exchange of any such convertible securities remain subject to the terms of this agreement and (B) no filing under Section 16(a) of the Exchange Act or other public filing, report or announcement shall be voluntarily made and, if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(h) facilitating the establishment of a trading plan on behalf of a stockholder, officer, or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period; or

(i) transfers pursuant to a bona fide third-party tender offer, merger, amalgamation, consolidation or other similar transaction approved by the Company's Board of Directors and made to all holders of the Company's securities involving a "change of control" of the Company (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of shares of Common Stock or other such securities in connection with such transaction, or vote any shares of Common Stock or other such securities in favor of any such transaction); *provided* that in the event that such tender offer, merger, amalgamation, consolidation or other such transaction is not completed, such securities held by the undersigned shall remain subject to the provisions of this agreement.

In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, and will not publicly disclose intention to, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

For purposes of this agreement, (i) "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin, and (ii) "change of control" shall mean the consummation of any bona fide third party tender offer, merger, amalgamation, consolidation or other similar transaction 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, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of greater than 50% of total voting power of all outstanding voting securities of the Company (or the surviving entity).

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing restrictions shall be equally applicable to any issuer- directed Shares the undersigned may purchase in the Public 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 will agree or 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 or to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

In the event that, during the Restricted Period, the Representatives release or waive any prohibition set forth in this agreement on the transfer of shares of Common Stock, or any securities convertible into or exercisable for Common Stock, held by any director, officer or Significant Holder (as defined below), the same percentage of the total number of outstanding shares of Common Stock held by the undersigned on the date of such release or waiver as the percentage of the total number of outstanding shares of Common Stock held by such director, officer or such Significant Holder on the date of such release or waiver that are the subject of such waiver shall be immediately and fully released on the same terms from the applicable prohibition(s) set forth herein. For the purposes of the foregoing, a "Significant Holder" shall mean any person or entity that (together with any investment funds affiliated with such person or entity) beneficially owns 1.0% or more of the total outstanding shares of Common Stock as of the date of the Underwriting Agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply (1) if the release or waiver is effected solely to permit a transfer not involving a disposition for value and the transferee agrees in writing to be bound by the same terms described in this agreement to the extent and for the duration that such terms remain in effect at the time of transfer, (2) in the case of any secondary underwritten public offering of shares of Common Stock (including a secondary underwritten public offering with a primary component) (an "**Underwritten Sale**"),

*provided* that the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the undersigned's lock-up securities or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of its shares of Common Stock, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale, (3) if the releases or waivers granted for all such waivers or releases by the Representatives in an amount of Common Stock, individually or in the aggregate, less than or equal to \$2,500,000, or (4) if the release or waiver is granted to a natural person due to circumstances of an emergency or hardship as determined by the Representatives in their sole judgment. The Representatives shall use commercially reasonable efforts to promptly notify the Company of each such release (provided that the failure to provide such notice shall not give rise to any claim or liability against the Representatives or the Underwriters) and the Company shall use commercially reasonable efforts to promptly notify the undersigned of each such release. The undersigned further acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by the Representatives of any such notice, which is a matter between the undersigned and the Company.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

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 Public Offering of the Shares 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 Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to you in connection with the Public Offering, the Underwriters are not making a recommendation to you to participate in the Public Offering or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

The undersigned understands that, if (i) the Representatives, on the one hand, or the Company, on the other hand, informs the other in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the securities to be sold thereunder, (iii) the registration statement related to the Public Offering is withdrawn prior to the execution of the Underwriting Agreement or (iv) the Underwriting Agreement is not executed on or before November 15, 2022 (provided that the Company may by written notice to the undersigned prior to November 15, 2022 extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), then, in each case, this agreement shall automatically, and without any action on the part of any other party, be of no further force and effect, and the undersigned shall be automatically released from all obligations under this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Signature page follows]*

Very truly yours,

By:

**ORBIMED PRIVATE INVESTMENTS VII, LP**

By: OrbiMed Capital GP VII LLC, its General  
Partner

By: OrbiMed Advisors LLC, its Managing Member

By:

\_\_\_\_\_

Name:

Title:

*[Signature Page to Lock-Up Agreement]*

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Very truly yours,

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Lock-Up Agreement]*

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