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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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

**Information to be Included in Statements Filed Pursuant  
to § 240.13d-1(a) and Amendments Thereto Filed  
Pursuant to § 240.13d-2(a)**

**Under the Securities Exchange Act of 1934  
(Amendment No. )**

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**ATEA PHARMACEUTICALS, INC.**  
(Name of Issuer)

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**Common Stock, \$0.001  
par value per share**  
(Title of Class of Securities)

**04683R106**  
(CUSIP Number)

**Bain Capital Life Sciences Investors, LLC**  
**200 Clarendon Street**  
**Boston, MA 02116**  
**617-516-2000**

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

**November 3, 2020**  
(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 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, as amended ("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 Bain Capital Life Sciences Fund II, L.P.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds WC	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0 shares of Common Stock
	8	Shared Voting Power 4,783,102 shares of Common Stock
	9	Sole Dispositive Power 0 shares of Common Stock
	10	Shared Dispositive Power 4,783,102 shares of Common Stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,783,102 shares of Common Stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 5.8%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons BCIP Life Sciences Associates, LP	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds WC	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0 shares of Common Stock
	8	Shared Voting Power 582,557 shares of Common Stock
	9	Sole Dispositive Power 0 shares of Common Stock
	10	Shared Dispositive Power 582,557 shares of Common Stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 582,557 shares of Common Stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 0.7%	
14	Type of Reporting Person PN	

1	Names of Reporting Persons BCLS II Investco, LP	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds WC	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0 shares of Common Stock
	8	Shared Voting Power 250,000 shares of Common Stock
	9	Sole Dispositive Power 0 shares of Common Stock
	10	Shared Dispositive Power 250,000 shares of Common Stock
11	Aggregate Amount Beneficially Owned by Each Reporting Person 250,000 shares of Common Stock	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 0.3%	
14	Type of Reporting Person PN	

**Item 1. Security and Issuer**

This Schedule 13D relates to shares of common stock, \$0.001 par value per share (the “Common Stock”), of Atea Pharmaceuticals, Inc., a Delaware corporation (the “Issuer”). The principal executive office of the Issuer is 125 Summer Street, Boston, MA 02110.

**Item 2. Identity and Background**

(a) This Schedule 13D is being filed jointly by Bain Capital Life Sciences Fund II, L.P., a Cayman exempted limited partnership (“BCLS II”), BCIP Life Sciences Associates, LP, a Delaware limited partnership (“BCIPLS”), and BCLS II Investco, LP, a Delaware limited partnership (“BCLS II Investco” and, together with BCLS II and BCIPLS, the “Reporting Persons”).

Bain Capital Life Sciences Investors, LLC, a Delaware limited liability company (“BCLSI”), whose managers are Jeffrey Schwartz and Adam Koppel, is the manager of Bain Capital Life Sciences Investors II, LLC, a Cayman limited liability company (“BCLSI II”), which is the general partner of BCLS II.

Boylston Coinvestors, LLC, a Delaware limited liability company (“Boylston”), is the general partner of BCIPLS. BCLSI governs the investment strategy and decision-making process with respect to investments held by BCIPLS.

BCLS II Investco (GP), LLC, a Delaware limited liability company (“BCLS II Investco GP”), whose managing member is BCLS II, is the general partner of BCLS II Investco.

As a result, each of BCLSI, Mr. Schwartz and Dr. Koppel may be deemed to share voting and dispositive power with respect to the securities held by the Reporting Persons.

The Reporting Persons have entered into a Joint Filing Agreement, dated November 12, 2020, pursuant to which the Reporting Persons have agreed to file this Schedule 13D jointly in accordance with the provisions of Rule 13d-1(k)(1) promulgated under the Act.

(b) The principal business address of each of the Reporting Persons, BCLSI, BCLSI II, Boylston, BCLS II Investco GP, Mr. Schwartz and Dr. Koppel is 200 Clarendon Street, Boston, MA 02116.

(c) Each of the Reporting Persons, BCLSI, BCLSI II, Boylston and BCLS II Investco GP are principally engaged in the business of investment in securities. Mr. Schwartz and Dr. Koppel are Managing Directors of BCLSI.

(d) During the last five years, none of the Reporting Persons, BCLSI, BCLSI II, Boylston, BCLS II Investco GP, Mr. Schwartz or Dr. Koppel have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons, BCLSI, BCLSI II, Boylston, BCLS II Investco GP, Mr. Schwartz or Dr. Koppel have been 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 violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) BCLS II and BCLSI II are organized under the laws of the Cayman Islands. BCIPLS, BCLS II Investco, BCLSI, Boylston and BCLS II Investco GP are organized under the laws of the State of Delaware. Mr. Schwartz and Dr. Koppel are citizens of the United States.

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

Prior to the Issuer's initial public offering, BCLS II and BCIPLS held 3,015,872 and 367,318 shares of the Issuer's Series D preferred stock, respectively, and 1,767,230 and 215,239 shares of the Issuer's Series D-1 preferred stock, respectively. Upon the closing of the Issuer's initial public offering, all shares of the Issuer's Series D preferred stock and Series D-1 preferred stock automatically converted into Common Stock on a 1-for-1 basis. As a result, following the conversion, BCLS II and BCIPLS held 4,783,102 and 582,557 shares of Common Stock, respectively.

On November 3, 2020, BCLS II Investco purchased 250,000 shares of Common Stock from the underwriters in the Issuer's initial public offering at a price of \$24.00 per share for a total purchase price of \$6,000,000.

The Reporting Persons used their own working capital to acquire all of the foregoing equity securities of the Issuer.

**Item 4. Purpose of Transaction**

The information set forth in Item 3 of this Schedule 13D is incorporated by reference in its entirety into this Item 4.

Andrew Hack, M.D., Ph.D., a Managing Director of BCLSI, is a member of the Issuer's board of directors (the "Board").

The Reporting Persons acquired the securities reported herein for investment purposes. In their capacity as significant stockholders of the Issuer, the Reporting Persons intend to take an active role in working with the Issuer's management and the Board on operational, financial and strategic initiatives. The Reporting Persons review and intend to continue to review, on an ongoing and continuing basis, their investment in the Issuer. Depending upon the factors discussed below and subject to applicable law, the Reporting Persons may from time to time acquire additional securities of the Issuer or sell or otherwise dispose of some or all of their securities of the Issuer. Any transactions that the Reporting Persons may pursue may be made at any time and from time to time without prior notice and will depend upon a variety of factors, including, without limitation, current and anticipated future trading prices of the securities of the Issuer, the financial condition, results of operations and prospects of the Issuer, general economic, financial market and industry conditions, other investment and business opportunities available to the Reporting Persons, tax considerations and other factors.

**Item 5. Interest in Securities of the Issuer**

The information set forth in Items 2 and 3 and on the cover pages of this Schedule 13D is incorporated by reference in its entirety into this Item 5.

(a) – (c) As of the date hereof, BCLS II holds 4,783,102 shares of Common Stock, representing approximately 5.8% of the outstanding shares of Common Stock, BCIPLS holds 582,557 shares of Common Stock, representing approximately 0.7% of the outstanding shares of Common Stock, and BCLS II Investco holds 250,000 shares of Common Stock, representing approximately 0.3% of the outstanding shares of Common Stock. As a result of the foregoing and the relationships described in Item 2(a) of this Schedule 13D, the Reporting Persons may be deemed to beneficially own in the aggregate 5,615,659 shares of Common Stock, representing approximately 6.8% of the outstanding shares of Common Stock. The percentage of the outstanding shares of Common Stock held by the Reporting Persons is based on 82,616,937 shares of Common Stock outstanding, as reported by the Issuer in its prospectus relating to its initial public offering (after giving effect to the full exercise of the underwriters' option to purchase additional shares), filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), on October 30, 2020.

(d) Except as otherwise described in this Item 5, no one other than the Reporting Persons has the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, any of the Common Stock beneficially owned by the Reporting Persons as described in this Item 5.

(e) Not applicable.

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

The information set forth in Items 3 and 4 of this Schedule 13D is incorporated by reference in its entirety into this Item 6.

**Amended and Restated Stockholders Agreement**

BCLS II and BCIPLS are party to the Fourth Amended and Restated Stockholders Agreement (the "Stockholders Agreement"), dated May 19, 2020, with the Issuer and certain other stockholders of the Issuer. The Stockholders Agreement provides BCLS II and BCIPLS with the following rights with respect to the registration of their shares of Common Stock:

***Form S-1 Registration Rights***

If at any time beginning 180 days after the closing date of the Issuer's initial public offering the holders of a majority of registrable securities under the Stockholders Agreement request in writing that the Issuer effect a registration with respect to all or part of such registrable securities then outstanding and having an anticipated gross aggregate offering price that would exceed \$15,000,000, the Issuer may be required to register such shares; provided, however, that the Issuer will not be required to effect such a registration if, within any twelve month period, the Issuer has already effected two registrations on Form S-1 for the holders of registrable securities. If the holders requesting registration intend to distribute their shares by means of an underwriting, the managing underwriter of such offering will have the right to limit the numbers of shares to be underwritten for reasons related to the marketing of the shares.

***Piggyback Registration Rights***

If at any time after the closing date of the Issuer's initial public offering the Issuer proposes to register any shares of Common Stock under the Securities Act, subject to certain exceptions, the holders of registrable securities under the Stockholders Agreement will be entitled to notice of the registration and to include their shares of registrable securities in the registration. If the Issuer's proposed registration involves an underwriting, the managing underwriter of such offering will have the right to limit the number of shares to be underwritten for reasons related to the marketing of the shares.

***Form S-3 Registration Rights***

If, at any time after the Issuer becomes entitled under the Securities Act to register shares of Common Stock on a registration statement on Form S-3, the holders of at least 30% of the then outstanding registrable securities under the Stockholders Agreement request in writing that the Issuer effect a registration with respect to registrable securities at an aggregate price to the public in the offering of at least \$5,000,000, the Issuer will be required to effect such registration; provided, however, that the Issuer will not be required to effect such a registration if, within any twelve month period, the Issuer has already effected two registrations on Form S-3 for the holders of registrable securities.

***Expenses and Indemnification***

Pursuant to the Stockholders Agreement, the Issuer will be responsible, subject to certain exceptions, for the expenses of any registration of securities pursuant to the Stockholders Agreement, other than underwriting discounts and selling concessions. Additionally, the Stockholders Agreement contains customary cross-indemnification provisions, under which the Issuer is obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in a registration statement attributable to the Issuer, and such holders are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

**Termination of Registration Rights**

The registration rights terminate upon the earliest to occur of three years after the effective date of the registration statement relating to the Issuer's initial public offering, the closing of a deemed liquidation event, or such time as an exemption under the Securities Act is available for the sale of all of the registrable securities.

**Lock-up Agreement**

In connection with the Issuer's initial public offering, the BCLS II, BCIPLS and Dr. Hack each entered into a lock-up agreement (a "Lock-up Agreement") with the representatives of the several underwriters. Pursuant to the Lock-up Agreement, BCLS II, BCIPLS and Dr. Hack agreed not to sell or otherwise transfer any Common Stock or securities convertible into, exchangeable for or exercisable for Common Stock, for 180 days after the date of the prospectus relating to the Issuer's initial public offering without the prior consent of the representatives, subject to certain exceptions.

The foregoing summaries of the Stockholders Agreement and Lock-up Agreement do not purport to be complete and are qualified in their entirety by reference to the Stockholders Agreement and the Lock-up Agreement, each of which is filed as an exhibit hereto and incorporated by reference herein.

**Item 7. Material to be Filed as Exhibits**

Exhibit A	Joint Filing Agreement
Exhibit B	Stockholders Agreement (incorporated by reference from Exhibit 4.1 to the Issuer's Registration Statement on Form S-1 (File No. 333-249404))
Exhibit C	Lock-up Agreement



**SIGNATURES**

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

Dated: November 12, 2020

**Bain Capital Life Sciences Fund II, L.P.**

By: Bain Capital Life Sciences Investors II, LLC  
its general partner

By: Bain Capital Life Sciences Investors, LLC  
its manager

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Managing Director

**BCIP Life Sciences Associates, LP**

By: Boylston Coinvestors, LLC  
its general partner

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Authorized Signatory

**BCLS II Investco, LP**

By: BCLS II Investco (GP), LLC  
its general partner

By: Bain Capital Life Sciences Fund II, L.P.  
its managing member

By: Bain Capital Life Sciences Investors II, LLC  
its general partner

By: Bain Capital Life Sciences Investors, LLC  
its manager

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Managing Director

## AGREEMENT REGARDING THE JOINT FILING OF

## SCHEDULE 13D

The undersigned being duly authorized thereunto, hereby execute this agreement as an exhibit to this Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, as amended, to file this Schedule 13D (including amendments thereto) jointly on behalf of each such party.

Dated: November 12, 2020

**Bain Capital Life Sciences Fund II, L.P.**

By: Bain Capital Life Sciences Investors II, LLC  
its general partner

By: Bain Capital Life Sciences Investors, LLC  
its manager

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Managing Director

**BCIP Life Sciences Associates, LP**

By: Boylston Coinvestors, LLC  
its general partner

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Authorized Signatory

**BCLS II Investco, LP**

By: BCLS II Investco (GP), LLC  
its general partner

By: Bain Capital Life Sciences Fund II, L.P.  
its managing member

By: Bain Capital Life Sciences Investors II, LLC  
its general partner

By: Bain Capital Life Sciences Investors, LLC  
its manager

By: /s/ Andrew Hack, M.D., Ph.D.  
Name: Andrew Hack, M.D., Ph.D.  
Title: Managing Director

## Form of Lock-up Agreement

## LOCK-UP AGREEMENT

October 9, 2020

J.P. MORGAN SECURITIES LLC  
MORGAN STANLEY & CO. LLC  
EVERCORE GROUP L.L.C.  
WILLIAM BLAIR & COMPANY, L.L.C.

As Representatives of  
the several Underwriters listed in  
Schedule 1 to the Underwriting  
Agreement referred to below

c/o J.P. Morgan Securities LLC  
383 Madison Avenue  
New York, NY 10179

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

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

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Atea Pharmaceuticals, Inc. — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an underwriting agreement (the "Underwriting Agreement") with Atea Pharmaceuticals, Inc., a Delaware corporation (the "Company"), providing for the initial public offering (the "Public Offering") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "Underwriters"), of Common Stock of the Company (the "Securities"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, the undersigned will not, and (other than if (i) the undersigned is an investment company registered under the Investment Company Act of 1940, as amended (a "40 Act Fund"), (ii) the

undersigned is advised or controlled by multiple investment managers or the investment manager of such '40 Act Fund, (iii) the undersigned is an institutional client advised or sub-advised by an investment adviser registered under the Investment Advisers Act of 1940, as amended (an "Advised Fund"), or (iv) in each case, an affiliate thereof) will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this "Letter Agreement") and ending at the close of business 180 days after the date of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Restricted Period"), (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, \$0.001 per share par value, of the Company (the "Common Stock") or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Common Stock, "Lock-Up Securities"), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or 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) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

Notwithstanding the foregoing, the undersigned may:

(a) transfer or dispose of the undersigned's Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will, intestacy or other testamentary document,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a partnership, limited liability company or other entity of which are controlled or managed by the undersigned or the immediate family of the undersigned or under common control of the undersigned,

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an 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 controlling, controlled by, managing or managed by or under common control or management or common investment management with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to, limited partners, members or shareholders or other equity holders of the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee,

(ix) to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of “net” or “cashless” exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(x) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Company’s capital stock involving a Change of Control (as defined below) of the Company (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of the undersigned’s Lock-Up Securities in connection with any such transaction, or vote securities in favor of any such transaction) (for purposes hereof, “Change of Control” shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned’s Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a) (i), (ii), (iii), (iv), (v) and (x), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or other public announcement reporting a reduction in beneficial ownership of shares of Common Stock shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above or a filing of a required Schedule 13D (or 13D/A), 13F or 13G (or 13G/A), provided that any such filing shall not be made in connection with a reduction in beneficial ownership of shares of Common Stock), (C) in the case of any transfer or distribution pursuant to clause (a)(vi), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act or other public announcement shall be made voluntarily during the Restricted Period in connection with such transfer or distribution, and, if the filing of a report is required under the Exchange Act during the Restricted Period, such filing shall clearly indicate that the filing relates to the circumstances described in clause (a)(vi) and that such shares remain subject to the terms of this Letter Agreement;

(b) exercise options, settle restricted stock units or other equity awards or exercise warrants outstanding as of the date granted pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities into shares of Common Stock or warrants to acquire shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the terms of this Letter Agreement; and

(d) establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan.

Furthermore, notwithstanding anything herein to the contrary, the foregoing restrictions shall not apply to transactions relating to Common Stock or other securities acquired (A) by the undersigned in the Public Offering, or (B) in open market transactions after the closing date for the Public Offering; provided that no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act, or other public announcement shall be made voluntarily in connection with such transfer or distribution.

If the undersigned is an officer or director of the Company as of the date hereof or any date in the future during the Restricted Period, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Securities the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company as of the date hereof or any date in the future during the Restricted Period, (i) the Representatives on behalf of the Underwriters 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 Lock-Up Securities, the Representatives on behalf of the Underwriters 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 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 on behalf of the Underwriters hereunder to any such officer or director shall only be effective two business days after the publication date of such announcement. 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 that is 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 letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In the event that the Representatives release, in full or in part, any director, officer or shareholder who is party to a lock-up agreement with the Representatives with respect to the Public Offering from its obligations under such lock-up agreement (a "Triggering Holder"), then the same percentage of the total number of Common Stock held by the undersigned as the percentage of the total number of Common Stock held by the Triggering Holder 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. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration, (ii) 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, or (iii) the aggregate number of Common Stock affected by such releases or waivers (whether in one or multiple releases or waivers) is less than or equal to 1% of the total number of outstanding Common Stock (assuming a conversion of all preferred stock of the Company into Common Stock and calculated as of the date of such release or waiver). The Representatives shall use commercially reasonable efforts to promptly notify the Company, which shall then promptly notify the undersigned, of any such release described in this paragraph at least two business days before the effective date of any such release or waiver (provided that the failure by the Representatives or the Company to give such notice shall not give rise to any claim or liability against the Representatives or the Underwriters).

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, upon the earliest to occur of the following events, if any, (A) either the Company, on the one hand, or the Representatives on behalf of the Underwriters, on the other hand, advises the other in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Public Offering, (B) December 31, 2020, if the Underwriting Agreement does not become effective by such date, (C) the Underwriting Agreement (other than the provisions thereof which survive termination) terminates prior to payment for and delivery of the Common Stock to be sold thereunder, or (D) the registration statement filed with the Securities and Exchange Commission in connection with the Public Offering is withdrawn prior to the execution of the Underwriting Agreement, this Letter Agreement shall automatically terminate and the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

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 securities 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 Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to participate in the Public Offering or sell any Securities at the price determined in the Public Offering, and nothing set forth in such disclosures is intended to suggest that the Representative or any Underwriter is making such a recommendation.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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Very truly yours,

By:

Name:

Title: