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

## **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)

(Amendment No.\_\_)1

Lucira Health, Inc.
(Name of Issuer)

<u>Common Stock, par value \$0.0001 per share</u> (Title of Class of Securities)

<u>54948U105</u> (CUSIP Number)

Jed Clark
General Counsel and CCO,
EPIQ Capital Group, LLC
1 Lombard Street, Suite 200
San Francisco, California 94111
(415) 684-7081

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

February 5, 2021
(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  $\Box$ .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 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*).

1	NAME OF REPORT	ING PERSON	
	EPQ LLC, LFL	U PS	
2	CHECK THE APPRO	DPRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) ☑
			(U) M
3	SEC USE ONLY		
4	SOURCE OF FUNDS	5	
	WC		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	
	Delaware		
NUMBER OF SHARES	7	SOLE VOTING POWER	
BENEFICIALLY		3,754,084	
OWNED BY	8	SHARED VOTING POWER	
EACH REPORTING		0	

PERSON WITH	9	SOLE DISPOSITIVE POWER
		3,754,084
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	3,754,084	
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)
	9.78%*	
14	TYPE OF REPORTI	NG PERSON
	PN	

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

1	NAME OF REPOR	PTINC DEDSON	
1	NAME OF KEPOF	THING PERSON	
	EPQ LLC, L	COVD PS	
2	CHECK THE APP	ROPRIATE BOX IF A MEMBER OF A GROUP	(a) 🗆
			(b) <b>☑</b>
3	SEC USE ONLY		
4	SOURCE OF FUN	ns	
7	SOURCE OF FOR		
	WC		
5	CHECK BOX IF D	DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHID OD	PLACE OF ORGANIZATION	
U	CITIZENSIIIF OK	PLACE OF ORGANIZATION	
	Delaware		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY OWNED BY		5,173,026 SHARED VOTING POWER	
EACH	8	SHARED VOTING POWER	
REPORTING		0	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		5,173,026	
	10	SHARED DISPOSITIVE POWER	
		0	
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
_			
	5,173,026		
12	CHECK BOX IF T	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	PERCENT OF CL.	ASS REPRESENTED BY AMOUNT IN ROW (11)	
15		200 122 122 221 122 22 121 100 11 11 11 11 (11)	
	13.47%*		
14	TYPE OF REPORT	TING PERSON	
	PN		

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

1	NAME OF REPORTING PERSON

		NVD CATE DC	
-	EPQ LLC, LCC		
2	CHECK THE APPRO	DPRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) ☑
			(0) ₪
3	SEC USE ONLY		
4	SOURCE OF FUNDS	<u> </u>	
•			
	WC		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR PI	LACE OF ORGANIZATION	
	Delaware		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY		735,475	
OWNED BY EACH	8	SHARED VOTING POWER	
REPORTING		0	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		707 477	
	10	735,475 SHARED DISPOSITIVE POWER	
	10	SIMILE BISTOSITIVE TOWER	
		0	
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	735,475		
12		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	DEDCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)	
13	FERCENT OF CLAS	S REFRESENTED DT AMOUNT IN ROW (II)	
	1.92%*		
14	TYPE OF REPORTIN	NG PERSON	-
	PN		
*======================================			2 4 / 4 (3) 1

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

1	NAME OF REPORTI	NG PERSON	
	EPQ LLC, LTE	ST PS	
2		PRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) ☑
3	SEC USE ONLY		
4	SOURCE OF FUNDS WC		
5	CHECK BOX IF DIS 2(e)	CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
6		LACE OF ORGANIZATION	
	Delaware		
NUMBER OF SHARES BENEFICIALLY	7	SOLE VOTING POWER  3,461,764	
OWNED BY EACH REPORTING	8	SHARED VOTING POWER  0	

PERSON WITH	9	SOLE DISPOSITIVE POWER
		3,461,764
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	3,461,764	
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
13	PERCENT OF CLAS	SS REPRESENTED BY AMOUNT IN ROW (11)
	9.01%*	
14	TYPE OF REPORTI	NG PERSON
	PN	

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

1	MANG OF DEPOP	TINC DEDCON	
1	NAME OF REPOR	CTING PERSON	
	EPIQ Capital	Croup IIC	
2		ROPRIATE BOX IF A MEMBER OF A GROUP	(a) 🗆
2	CHECK THE APP	ROPRIALE BOX IF A MEMBER OF A GROUP	(a) □ (b) ☑
			(0)
3	SEC USE ONLY		
4	SOURCE OF FUN	DS	
	AF		
5		SISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR	PLACE OF ORGANIZATION	
-			
	Delaware		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY		0	
OWNED BY	8	SHARED VOTING POWER	
EACH REPORTING		13,124,349	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
TERSOIV WITH	3	SOLL DISTOSITIVE TO WER	
		0	
	10	SHARED DISPOSITIVE POWER	
		13,124,349	
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	12 124 240		
12	13,124,349	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
14	CHECK BOX IF I	TIL AGGREGATE AMOUNT IN NOW (II) EACLODES CERTAIN SHARES	Ш
13	PERCENT OF CL	ASS REPRESENTED BY AMOUNT IN ROW (11)	
		• •	
	34.17%*		
14	TYPE OF REPORT	TING PERSON	
	IA		

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

1	NAME OF REPO	ORTING PERSON		
	Chad Boedi	ing		
2		PROPRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) ☑	
3	SEC USE ONLY		_	
4	SOURCE OF FU	SOURCE OF FUNDS		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)			
6	CITIZENSHIP OR PLACE OF ORGANIZATION			
	United State	es		
NUMBER OF SHARES	7	SOLE VOTING POWER		
BENEFICIALLY OWNED BY EACH	8	32,176 SHARED VOTING POWER		
REPORTING PERSON WITH	9	13,124,349  SOLE DISPOSITIVE POWER		
		32,176		
	10	SHARED DISPOSITIVE POWER		
		13,124,349		
11	AGGREGATE A	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	12.150.525			
12	13,156,525 CHECK BOX IF	THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		
13	PERCENT OF CI	LASS REPRESENTED BY AMOUNT IN ROW (11)		
	34.26%*			
14	TYPE OF REPOR	RTING PERSON		

<sup>\*</sup>The calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

## Item 1. Security and Issuer.

This Statement on Schedule 13D relates to shares of Common Stock (the "<u>Common Stock</u>") of Lucira Health, Inc. (the "**Issuer**"). The address of the Issuer's principal executive office is 1412 62nd Street Emeryville, CA 94608, and its telephone number is (510) 350-8071. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

# Item 2. Identity and Background.

(a)-(c). This statement is being filed by the following persons: EPQ LLC, LFLU PS a series in a Delaware limited liability company ("LFLU"), EPQ LLC, LCOVD PS, a series in a Delaware limited liability company ("LCOVD"), EPQ LLC, LCOVD SAFE PS, a series in a Delaware limited liability company ("SAFE"), EPQ LLC, LTEST PS, a series in a Delaware limited liability company ("LTEST") EPIQ Capital Group, LLC, a Delaware limited liability company ("EPIQ") and Chad Boeding.

EPIQ is the Managing Member of each of LFLU, LCOVD, SAFE and LTEST. Mr. Boeding is the CEO and Manager of EPIQ.

LFLU, LCOVD, SAFE and LTEST and Mr. Boeding are sometimes individually referred to herein as a "Reporting Person" and collectively as the "Reporting Persons."

The principal business of each of the Reporting Persons is c/o EPIQ Capital Group, LLC, 1 Lombard Street, Suite 200, San Francisco, California 94111.

The shares to which this Schedule 13D relates are owned directly by each of LFLU, LCOVD, SAFE and LTEST and Mr. Boeding.

**(d)-(e).** During the last five years, none of the persons identified in this Item 2 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.

**(f).** Each of LFLU, LCOVD, SAFE and LTEST is a series in a Delaware limited liability company. EPIQ is a Delaware limited liability company. Mr. Boeding is a citizen of the United States of America.

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

In March 2019, Chad Boeding purchased 32,176 shares of the Issuer's Series B Preferred Stock for an aggregate purchase price of \$99,999.82. In January 2020, LFLU purchased 3,754,084 shares of the Issuer's Series B Preferred Stock for an aggregate purchase price of \$17,500,000.25. In August 2020, LCOVD purchased 5,173,026 shares of the Issuer's Series C Preferred Stock for an aggregate purchase price of \$27,884,999.63. The foregoing share quantities reflect the post-split quantities resulting from the Issuer's reverse stock split on January 28, 2021. Upon completion of the Issuer's initial public offering on February 5, 2021 (the "IPO"), all outstanding shares of Series B Preferred Stock and Series C Preferred Stock were automatically converted into shares of the Issuer's Common Stock on a 1 for 1 basis, resulting in Chad Boeding holding 32,176 shares of Common Stock, LFLU holding 3,754,084 shares of Common Stock and LCOVD holding 5,173,026 shares of Common Stock.

In December 2020, SAFE purchased a 2020 B Series convertible promissory note (the "2020B Note") from the Issuer for a principal amount of \$10.0 million. The 2020B Note accrued interest at a rate of 0.15% per annum and automatically converted into shares of the Issuer's common stock upon the closing of the IPO at a conversion price equal to 80% of the IPO price per share, which resulted in SAFE holding 735,475 shares of Issuer's Common Stock.

In the IPO, LTEST purchased 3,461,764 shares of the Issuer's Common Stock for an aggregate purchase price of \$58,849,988.

### Item 4. Purpose of Transaction.

Each of LFLU, LCOVD, SAFE, LTEST and Mr. Boeding acquired the shares of Common Stock for investment in the ordinary course of business, as it believed that such shares represented an attractive investment opportunity. As described in Item 3, each of LFLU, LCOVD, SAFE, EPIQ and Mr. Boeding initially invested in the Issuer prior to the Issuer's IPO.

As may be appropriate from time to time, the Reporting Persons may consider the feasibility and advisability of various alternative courses of action with respect to their investment in the Issuer, including, without limitation: (a) the acquisition or disposition 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; (d) changes in the present board of directors or management of the Issuer; (e) a material amount of assets of the Issuer or any of its subsidiaries; (f) other material changes in the Issuer's business or corporate structure; (g) changes in the Issuer's certificate 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, 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 reserve the right, based on all relevant factors and subject to applicable law or other restrictions, at any time and from time to time, to acquire additional shares of Common Stock, dispose of some or all of the shares of Common Stock that it may own from time to time, in each case in open market or private transactions, block sales or otherwise, and review or reconsider their position, change their purpose, take other actions (including actions that could involve one or more of the types of transactions or have one or more of the results described in clauses (a) through (j) of the foregoing paragraph of this Item 4) or formulate and implement plans or proposals with respect to any of the foregoing.

The Reporting Persons intend to review their 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.

LFLU directly owns 3,754,084 shares of the Issuer's Common Stock, representing approximately 9.78% of the outstanding shares. LCOVD directly owns 5,173,026 shares of the Issuer's Common stock, representing approximately 13.47% of the outstanding shares. SAFE directly owns 735,475 shares of the Issuer's Common Stock, representing approximately 1.92% of the outstanding shares. LTEST directly owns 3,461,764 shares of the Issuer's Common stock, representing approximately 9.01% of the outstanding shares. Mr. Boeding directly owns 32,176 shares of the Issuer's Common Stock, representing approximately 0.08% of the outstanding shares.

EPIQ, in its capacity as the Managing Member of LFLU, LCOVD, SAFE, and LTEST, may be deemed to beneficially own all of the shares of Common Stock owned by LFLU, COVD, SAFE and LTEST, consisting of 13,124,349 shares, representing approximately 34.17% of the outstanding shares. Mr. Boeding, by virtue of being the CEO and Manager of EPIQ, may be deemed to beneficially own all of the shares of Common Stock that may be deemed to be beneficially owned by EPIQ, which when added to his direct ownership consists of 13,156,525 shares of Common Stock, represented approximately 34.26% of the outstanding shares. The foregoing calculation of percent ownership is based on 38,404,700 shares outstanding as described in the Issuer's Form S-1/A filed with the Securities and Exchange Commission on February 1, 2021 and the Issuer's Form S-1MEF filed with the Securities and Exchange Commission on February 4, 2021.

- (c) The information set forth in Item 3 hereof is hereby incorporated by reference into this Item 5(c).
- (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 3 and Item 4 hereof is hereby incorporated by reference into this Item 6.

Each of Chad Boeding, LFLU, LCOVD, and SAFE has entered into a "lock-up" agreement in connection with the Issuer's IPO to which it has agreed not to directly or indirectly offer, pledge, sell or contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Common Stock without the consent of each of BofA Securities, Inc. and William Blair & Company, L.L.C., the representatives of the underwriters, for a period of 180 days from the date of the IPO.

Each of LFLU and LCOVD has entered into an Investors' Rights Agreement with the Company as of August 7, 2020, which grants each of the forging persons certain registration rights as described in the Issuer's Form S-1/A filed with the SEC on February 1, 2021.

Except as referenced above or described in Item 3 and 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 Company.

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

99.1: Joint Filing Agreement, dated as of February 12, 2021, by and among the Reporting Persons

99.2: Form of Lock-Up Agreement entered into by EPQ LLC, LFLU PS, EPQ LLC, LCOVD PS, EPQ LLC, LCOVD SAFE PS and Chad Boeding.

99.3: Amended and Restated Investors' Rights Agreement, dated as of August 7, 2020, by and between the Company and the other parties listed thereto (incorporated by reference to Exhibit 4.2 of the Form S-1/A filed by the Issuer with the SEC on February 1, 2021.)

### **SIGNATURES**

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

Dated: February 12, 2021

EPQ LLC, LFLU PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding

Name: Chad Boeding
Title: CEO and Manager

EPQ LLC, LCOVD PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding

Name: Chad Boeding
Title: CEO and Manager

EPQ LLC, LCOVD SAFE PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding

Name: Chad Boeding
Title: CEO and Manager

EPQ LLC, LTEST PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding

Name: Chad Boeding
Title: CEO and Manager

EPIQ Capital Group, LLC

By: /s/ Chad Boeding

Name: Chad Boeding
Title: CEO and Manager

By: /s/ Chad Boeding

Name: Chad Boeding

## **Joint Filing Agreement**

In accordance with Rule 13d-1(k) 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 common stock 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 effective as of February 12, 2021.

EPQ LLC, LFLU PS

By: EPIQ Capital Group, LLC its Managing Member

By:  $\underline{\mbox{{\it /s/Chad Boeding}}}$  Name: Chad Boeding Title: CEO and

Manager

EPQ LLC, LCOVD PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding Name: Chad Boeding Title: CEO and

Manager

EPQ LLC, LCOVD SAFE PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding Name: Chad Boeding Title: CEO and

Manager

EPQ LLC, LTEST PS

By: EPIQ Capital Group, LLC its Managing Member

By: /s/ Chad Boeding Name: Chad Boeding Title: CEO and

Manager

EPIQ Capital Group, LLC

By: /s/ Chad Boeding Name: Chad Boeding Title: CEO and

Manager

By: /s/ Chad Boeding Chad Boedin

#### FORM OF LOCK-UP AGREEMENT

(Date)

BofA Securities, Inc. William Blair & Company, L.L.C.

as Representatives of the several Underwriters to be named in the within-mentioned Underwriting Agreement

c/o BofA Securities, Inc. One Bryant Park New York, New York 10036

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

Re: Proposed Public Offering by Lucira Health, Inc.

#### Dear Sirs/Madams:

The undersigned, a security holder, and/or an officer and/or a director, as applicable, of Lucira Health, Inc., a Delaware corporation (the "Company"), understands that BofA Securities, Inc. ("BofA") and William Blair & Company, L.L.C. ("William Blair" and, together with BofA, the "Representatives") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company and the other underwriters party thereto providing for the public offering (the "Public Offering") of shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"). In recognition of the benefit that the Public Offering will confer upon the undersigned as a security holder, and/or an officer and/or a director, as applicable, of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned will not, without the prior written consent of the Representatives (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of the Common Stock or any securities convertible into or exercisable or exchangeable for shares of the 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 (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, except for any registration statement on Form S-8, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of shares of the Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company (whether as of the date hereof or at the time of receiving any shares of Common Stock of the Company), the undersigned further agrees that the foregoing provisions shall be

equally applicable to any issuer-directed shares of the Common Stock the undersigned may purchase in the Public Offering.

If the undersigned is an officer and/or director of the Company (whether as of the date hereof or at the time of receiving any shares of Common Stock of the Company), (1) 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 the Common Stock, the Representatives will notify the Company of the impending release or waiver, and (2) 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 (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Representatives, provided that (1) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, (2) in the case of any transfer pursuant to (i)-(vi) below, any such transfer shall not involve a disposition for value, (3) in the case of any transfer pursuant to (i)-(vi) below, such transfers are not required to be reported during the Lock-Up Period with the Securities and Exchange Commission (the "Commission") on Form 4 in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (4) in the case of any transfer pursuant to (i)-(vi) below, the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers during the Lock-Up Period (other than a filing on a Form 5 made after the expiration of the Lock-Up Period[, Schedule 13G or Schedule 13G/A, Schedule 13D or Schedule 13D/A, or Schedule 13F, each of which shall clearly indicate therein the nature and conditions of such transfer]<sup>1</sup>):

- (i) as a *bona fide* gift or gifts, including, without limitation, to a charitable organization or educational institution, or for *bona fide* estate planning purposes;
- (ii) upon death or by will, testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediately family (as defined below) of the undersigned;
- (iii) to any immediate family member of the undersigned or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin);
- (iv) as a distribution to partners, members, managers, equity holders or stockholders of the undersigned;
- (v) to the undersigned's affiliates or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control 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);

- (vi) if the undersigned is a trust, to a trustor, trustee or beneficiary of the trust or to the estate of a trustor, trustee or beneficiary of such trust:
- (vii) pursuant to a domestic order or negotiated divorce settlement; or
- (viii) to the Company, to cover taxes due upon or the consideration required in connection with the vesting, conversion or exercise of securities issued under an equity incentive plan or stock purchase plan of the Company described in the prospectus relating to the Public Offering, including through the withholding of shares by, or surrender of shares to, the Company pursuant to a "net" or "cashless" exercise or settlement feature, *provided* that

  (A) any shares of Common Stock received by the undersigned upon any such exercise or vesting will be subject to the terms of this lock-up agreement and (B) provided that in the case of any transfer to the Company pursuant to this clause (viii), any filing under Section 16(a) of the Exchange Act made during the Lock-Up Period shall state in the footnotes that such transfer to the Company relates to a "cashless" or "net" exercise of stock options or a tax withholding in connection with the exercise of stock options or a tax withholding in connection with the exercise of stock options.

Furthermore, the undersigned may sell shares of Common Stock purchased by the undersigned in the Public Offering or on the open market following the Public Offering if and only if (i) such sales are not required to be reported during the Lock-Up Period in any public report or filing with the Commission or otherwise, and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales during the Lock-Up Period (other than a filing on a Form 5[, Schedule 13G or Schedule 13G/A, Schedule 13D or Schedule 13D/A, or Schedule 13F, each of which shall clearly indicate therein the nature and conditions of such transfer,]<sup>2</sup>made after the expiration of the Lock-Up Period).

Furthermore, no provision in this lock-up agreement shall be deemed to restrict or prohibit (1) the transfer of the undersigned's Common Stock or any security convertible into or exercisable or exchangeable for Common Stock to the Company in connection with the termination of the undersigned's employment or service with the Company or pursuant to contractual arrangements under which the Company has the option to repurchase such shares, *provided* that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) or Section 13 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 Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer, (2) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Stock, *provided* that such plan does not provide for any transfers of Common Stock during the Lock-Up Period and *provided*, *further*, that no filing by any party under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection therewith during the Lock-Up Period, (3) the exercise, vesting or settlement, as applicable, by the undersigned of any option to purchase any shares of Common Stock or other equity awards pursuant to any stock incentive plan or stock purchase plan of the Company described in the prospectus relating to the Public Offering, *provided* that the underlying shares of Common Stock shall continue to be subject to the restrictions on transfer set forth in this lock-up agreement, (4) the conversion of the outstanding shares of preferred stock of the Company into shares of Common Stock; *provided* that any such shares of Common Stock received upon such conversion

shall be subject to the restrictions on transfer set forth in this lock-up agreement, or (5) the transfer of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock pursuant to a *bona fide* third-party tender offer for securities of the Company, merger, consolidation or other similar transaction that is approved by the board of directors of the Company, made to all holders of the Company's capital stock involving a change of control (as defined below), *provided* that all of the undersigned's Lock-Up Securities subject to this lock-up agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this lock-up agreement, and *provided*, *further*, that it shall be a condition of the transfer that if the tender offer, merger, consolidation or other such transaction is not completed, the undersigned's Lock-Up Securities subject to this lock-up agreement shall remain subject to the restrictions herein. For purposes of this lock-up agreement, "change of control" means any *bona fide* third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions approved by the Board of Directors of the Company, the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of affiliated persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of at least a majority of the total outstanding voting power of the voting stock of the Company (or the surviving entity).

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 the securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

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 Lock-Up Securities except in compliance with the foregoing restrictions.

In the event that either of the Representatives withdraws from or declines to participate in the Public Offering, all references to the Representatives contained in this agreement shall be deemed to refer to the Representative that continues to participate in the Public Offering (the "Remaining Representative"), and, in such event, any written consent, waiver or notice given or delivered in connection with this agreement by the Remaining Representative shall be deemed to be sufficient and effective for all purposes under this lock-up agreement.

This lock-up agreement shall automatically terminate and be of no further effect upon the earliest to occur, if any, of the following: (i) prior to the execution of the Underwriting Agreement, upon such date the Company, on the one hand, or the Representatives, on the other hand, notifies the other in writing that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement is not executed before April 30, 2021 (provided that the Company may, by written notice to the undersigned prior to April 30, 2021, 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), (iii) the date that the Company withdraws the registration statement related to the Public Offering, or (iv) upon the termination (other than the provisions thereof that survive termination) of the Underwriting Agreement in accordance with the terms thereof prior to payment for and delivery of the shares of Common Stock to be sold thereunder.

The undersigned further agrees that, to the extent that the terms of this lock-up agreement conflict with or are in any way inconsistent with any prior investor rights agreement, registration rights agreement, market stand-off agreement or any other lock-up or similar agreement to which the undersigned and the Company may be a party, this lock-up agreement supersedes such prior agreement.

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

[Signature page follows]

Very truly yours,

Name of Security Holder (Print)

By: (Sign)

If not signing in an individual capacity:

David Boyer

Name of Authorized Signatory (Print)

Title of Authorized Signatory (Print) (Indicate capacity of person signing if signing as custodian, trustee, or on behalf of an entity.)