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

SCHEDULE 13D

**UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No.)***

Aptinyx Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

03836N 103
(CUSIP Number)

Steve R. Bailey
Frazier Healthcare Partners
601 Union Street, Suite 3200
Seattle, WA 98101
Telephone: (206) 621-7200
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 25, 2018
(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 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 Reporting Persons. Frazier Life Sciences VIII, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0 shares
	8.	Shared Voting Power 3,190,079 shares (1)
	9.	Sole Dispositive Power 0 shares
	10.	Shared Dispositive Power 3,190,079 shares (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,190,079 shares (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.5% (2)	
14.	Type of Reporting Person (See Instructions) PN	

- (1) Consists of 3,190,079 shares of Common Stock held directly by Frazier Life Sciences VIII, L.P. FHM Life Sciences VIII, L.P. is the general partner of Frazier Life Sciences VIII, L.P. and FHM Life Sciences VIII, L.L.C. is the general partner of FHM Life Sciences VIII, L.P. James N. Topper and Patrick J. Heron are the sole members of FHM Life Sciences VIII, L.L.C. and therefore share voting and investment power over the shares held by Frazier Life Sciences VIII, L.P.
- (2) Based on 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

1.	Name of Reporting Persons. FHM Life Sciences VIII, L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC USE ONLY
4.	Source of Funds (See Instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With:	7. Sole Voting Power 0 shares
	8. Shared Voting Power 3,190,079 shares (1)
	9. Sole Dispositive Power 0 shares
	10. Shared Dispositive Power 3,190,079 shares (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,190,079 shares (1)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 9.5% (2)
14.	Type of Reporting Person (See Instructions) PN

- (1) Consists of 3,190,079 shares of Common Stock held directly by Frazier Life Sciences VIII, L.P. FHM Life Sciences VIII, L.P. is the general partner of Frazier Life Sciences VIII, L.P. and FHM Life Sciences VIII, L.L.C. is the general partner of FHM Life Sciences VIII, L.P. James N. Topper and Patrick J. Heron are the sole members of FHM Life Sciences VIII, L.L.C. and therefore share voting and investment power over the shares held by Frazier Life Sciences VIII, L.P.
- (2) Based on 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

1.	Name of Reporting Persons. FHM Life Sciences VIII, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0 shares
	8.	Shared Voting Power 3,190,079 shares (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 3,190,079 shares (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,190,079 shares (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.5% (2)	
14.	Type of Reporting Person (See Instructions) OO	

- (1) Consists of 3,190,079 shares of Common Stock held directly by Frazier Life Sciences VIII, L.P. FHM Life Sciences VIII, L.P. is the general partner of Frazier Life Sciences VIII, L.P. and FHM Life Sciences VIII, L.L.C. is the general partner of FHM Life Sciences VIII, L.P. James N. Topper and Patrick J. Heron are the sole members of FHM Life Sciences VIII, L.L.C. and therefore share voting and investment power over the shares held by Frazier Life Sciences VIII, L.P.
- (2) Based on 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

1.	Name of Reporting Persons. James N. Topper	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States Citizen	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0 shares
	8.	Shared Voting Power 3,190,079 shares (1)
	9.	Sole Dispositive Power 0 shares
	10.	Shared Dispositive Power 3,190,079 shares (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,190,079 shares (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.5% (2)	
14.	Type of Reporting Person (See Instructions) IN	

- (1) Consists of 3,190,079 shares of Common Stock held directly by Frazier Life Sciences VIII, L.P. FHM Life Sciences VIII, L.P. is the general partner of Frazier Life Sciences VIII, L.P. and FHM Life Sciences VIII, L.L.C. is the general partner of FHM Life Sciences VIII, L.P. James N. Topper and Patrick J. Heron are the sole members of FHM Life Sciences VIII, L.L.C. and therefore share voting and investment power over the shares held by Frazier Life Sciences VIII, L.P.
- (2) Based on 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

1.	Name of Reporting Persons. Patrick J. Heron	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC USE ONLY	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States Citizen	
Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 0 shares
	8.	Shared Voting Power 3,190,079 shares (1)
	9.	Sole Dispositive Power 0 shares
	10.	Shared Dispositive Power 3,190,079 shares (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,190,079 shares (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 9.5% (2)	
14.	Type of Reporting Person (See Instructions) IN	

- (1) Consists of 3,190,079 shares of Common Stock held directly by Frazier Life Sciences VIII, L.P. FHM Life Sciences VIII, L.P. is the general partner of Frazier Life Sciences VIII, L.P. and FHM Life Sciences VIII, L.L.C. is the general partner of FHM Life Sciences VIII, L.P. James N. Topper and Patrick J. Heron are the sole members of FHM Life Sciences VIII, L.L.C. and therefore share voting and investment power over the shares held by Frazier Life Sciences VIII, L.P.
- (2) Based on 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

Item 1. Security and Issuer.

This statement relates to the Common Stock of Aptinyx Inc. (the "Issuer"), having its principal executive office at 909 Davis Street, Suite 600, Evanston, IL 60201.

Item 2. Identity and Background

(a) The entities and persons filing this statement (collectively, the "Reporting Persons") are:

Frazier Life Sciences VIII, L.P. ("FLS-VIII")
FHM Life Sciences VIII, L.P. ("FHM LS VIII LP")
FHM Life Sciences VIII, L.L.C. ("FHM LS VIII LLC")
James N. Topper ("Topper")
Patrick J. Heron ("Heron")

(b) The address of the principal place of business for each of the Reporting Persons is:

c/o Frazier Healthcare Partners
601 Union Street, Suite 3200
Seattle, WA 98101

(c) FLS-VIII is a venture capital fund concentrating in healthcare and related fields. The sole business of FHM LS VIII LP is to serve as general partner of FLS-VIII. The sole business of FHM LS VIII LLC is to serve as general partner of FHM LS VIII LP. The principal business of Topper and Heron is to manage FLS-VIII, FHM LS VIII LP, FHM LS VIII LLC and a number of affiliated partnerships with similar businesses.

(d) During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has 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 violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Citizenship:

Entities:	FLS-VIII	-	Delaware, U.S.A.
	FHM LS VIII LP	-	Delaware, U.S.A.
	FHM LS VIII LLC	-	Delaware, U.S.A.
Individuals:	Topper	-	United States Citizen
	Heron	-	United States Citizen

Item 3. Source and Amount of Funds or Other Consideration

Prior to the Issuer's initial public offering (the "IPO"), FLS-VIII purchased from the Issuer in a series of private transactions, 28,895,188 shares of Series A-1 Preferred Stock ("Series A-1 Stock"), 33,022,786 shares of Series A-2 Preferred Stock ("Series A-2 Stock") and 21,946,301 shares of Series B Preferred Stock.

(“Series B Stock”) for an aggregate purchase price of \$18,913,462. At the time of the IPO, FLS-VIII purchased 150,000 shares of Common Stock of the Issuer at the IPO price of \$16.00 per share. Immediately prior to the closing of the IPO, the shares of Series A-1 Stock, Series A-2 and Series B Stock held by FLS-VIII automatically converted into shares of Common Stock of the Issuer on a 27.58621-to-1 basis, resulting in FLS-VIII holding 3,190,079 shares of Common Stock at such time. FLS-VIII holds 3,190,079 shares of Common Stock of the Issuer as of the date of this filing (the “Frazier Shares”).

The working capital of FLS-VIII was the source of the funds for the purchase of the Frazier Shares. No part of the purchase price of the Frazier Shares was represented by funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding, trading or voting the Frazier Shares.

Item 4. Purpose of Transaction

FLS-VIII acquired the Frazier Shares for investment purposes. Depending on market conditions, its continuing evaluation of the business and prospects of the Issuer and other factors, FLS-VIII and other Reporting Persons may dispose of or acquire additional shares of the Issuer. Except as set forth above, none of the Reporting Persons has any present plans 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 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 present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer’s business or corporate structure;
- (g) Changes in the Issuer’s charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer 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) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

- (a) FLS-VIII is the record owner of the Frazier Shares. As the sole general partner of FLS-VIII, FHM LS VIII LP may be deemed to own beneficially the Frazier Shares. As the sole general partner of FHM LS VIII, LP, FHM LS VIII LLC may be deemed to own beneficially the Frazier Shares. As individual members of FHM LS VIII LLC, each of the Topper and Heron may be deemed to beneficially own the Frazier Shares. Each Reporting Person disclaims beneficial ownership of all Frazier Shares other than those shares which such person owns of record.

The percentage of outstanding shares of Common Stock of the Issuer, which may be deemed to be beneficially owned by each Reporting Person, is set forth on Line 13 of such Reporting Person's cover sheet. Such percentage was calculated based on the 33,496,224 shares of Common Stock that were anticipated to be outstanding following the Issuer's initial public offering as set forth in the Issuer's final prospectus filed with the SEC pursuant to Rule 424(b)(4) on June 21, 2018.

- (b) Regarding the number of shares as to which such person has:
- a. Sole power to vote or to direct the vote: See line 7 of cover sheets.
 - b. Shared power to vote or to direct the vote: See line 8 of cover sheets.
 - c. Sole power to dispose or to direct the disposition: See line 9 of cover sheets.
 - d. Shared power to dispose or to direct the disposition: See line 10 of cover sheets.
- (c) Not applicable.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the Frazier Shares beneficially owned by any of the Reporting Persons.
- (e) Not applicable.

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

In connection with the IPO, FLS-VIII and Mr. Topper, along with all of the Issuer's other directors, executive officers and stockholders agreed with the underwriters for the offering, subject to certain exceptions, not to dispose of or hedge any shares of Common Stock or securities convertible into or exchangeable for Common Stock during the period from the date of the lock-up agreements continuing through December 17, 2018, except with the prior written consent of J.P. Morgan Securities LLC, Cowen and Company, LLC and Leerink Partners LLC.

Other than as described in this Schedule 13D, to the best of the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer.

Item 7. Material to Be Filed as Exhibits

Exhibit A - Agreement regarding filing of joint Schedule 13D.

Exhibit B - Form of Lock-up Agreement.

Exhibit Index

Exhibit A - Agreement regarding filing of joint Schedule 13D.
Exhibit B - Form of Lock-up Agreement.

SIGNATURES

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.

Date: July 3, 2018

FRAZIER LIFE SCIENCES VIII, L.P.

By FHM Life Sciences VIII, L.P., its general partner
By FHM Life Sciences VIII, L.L.C., its general partner

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

FHM LIFE SCIENCES VIII, L.P.

By FHM Life Sciences VIII, L.L.C., its general partner

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

FHM LIFE SCIENCES VIII, L.L.C.

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

By: *
James Topper

Date: July 3, 2018

By: *
Patrick J. Heron

Date: July 3, 2018

*By: /s/ Steve R. Bailey
Steve R. Bailey, as Attorney-in-Fact

This Schedule 13D was executed by Steve R. Bailey on behalf of the individuals listed above pursuant to a Power of Attorney, a copy of which was filed with the SEC on July 31, 2017.

AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, the undersigned hereby agree that only one statement containing the information required by Schedule 13D need to be filed with respect to the ownership by each of the undersigned of shares of Common Stock of Aptinyx Inc.

Date: July 3, 2018

FRAZIER LIFE SCIENCES VIII, L.P.
By FHM Life Sciences VIII, L.P., its general partner
By FHM Life Sciences VIII, L.L.C., its general partner

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

FHM LIFE SCIENCES VIII, L.P.
By FHM Life Sciences VIII, L.L.C., its general partner

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

FHM LIFE SCIENCES VIII, L.L.C.

By: /s/ Steve R. Bailey
Steve R. Bailey, Chief Financial Officer

Date: July 3, 2018

By: *
James Topper

Date: July 3, 2018

By: *
Patrick J. Heron

Date: July 3, 2018

*By: /s/ Steve R. Bailey
Steve R. Bailey, as Attorney-in-Fact

This Schedule 13D was executed by Steve R. Bailey on behalf of the individuals listed above pursuant to a Power of Attorney, a copy of which was filed with the SEC on July 31, 2017.

FORM OF LOCK-UP AGREEMENT

FORM OF LOCK-UP AGREEMENT

March 15, 2018

J. P. MORGAN SECURITIES LLC
COWEN AND COMPANY, LLC
LEERINK PARTNERS LLC
BMO CAPITAL MARKETS CORP.
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, New York 10179

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

c/o Leerink Partners LLC
299 Park Avenue, 21st Floor
New York, New York 10171

c/o BMO Capital Markers Corp.
3 Times Square
New York, New York 10036

Re: Aptinyx 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 Aptinyx 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 “Common Stock”). 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 Common Stock, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC, on behalf of the Underwriters, the undersigned will not, during the period beginning on the date of this letter agreement (this "Letter Agreement") and continuing for 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, or otherwise transfer or dispose of, directly or indirectly, any shares of 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 (the "SEC") and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale, pledge or disposition,

(2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities, 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 or (3) 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, in each case other than:

(A) the Common Stock, if any, to be sold by the undersigned pursuant to the Underwriting Agreement,

(B) sales or transfers of shares of Common Stock acquired in the Public Offering or in open market transactions after the consummation of the Public Offering,

(C) transfers of shares of Common Stock (i) as a bona fide gift or gifts, (ii) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned in a transaction not involving a disposition for value or (iii) by operation of law, such as pursuant to a qualified domestic order or as required by a divorce settlement,

(D) if the undersigned is an individual, transfers of shares of Common Stock or any security directly or indirectly convertible into Common Stock in a transaction not involving a disposition for value to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or limited partnerships the partners of which are the undersigned and/or the immediate family members of the undersigned, in each case for estate planning purposes,

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

(F) if the undersigned is a corporation, limited liability company, partnership (whether general, limited or otherwise) or other entity, distribution of shares of Common Stock or any security directly or indirectly convertible into Common Stock to current or former members, stockholders, limited partners, general partners, subsidiaries or affiliates (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 the undersigned (including, for the avoidance of doubt, a fund managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company as the undersigned or who shares a common investment advisor with the undersigned) in a transaction not involving a disposition for value,

(G) the receipt by the undersigned of shares of Common Stock in connection with the conversion of the outstanding preferred stock of the Company upon the consummation of the Public Offering into shares of Common Stock, provided that any such shares of Common Stock received upon such conversion shall be subject to the terms of this Letter Agreement,

(H) transfers or dispositions in connection with a change of control (it being further understood that this Letter Agreement shall not restrict the undersigned from entering into any agreement or arrangement in connection therewith, including an agreement to vote in favor of, or tender Common Stock or other securities of the Company in, any such transaction or taking or not taking any other action in connection with any such transaction); provided that in the event that the acquisition, merger, consolidation or other transaction in connection with such change of control is not completed, the Common Stock owned by the undersigned shall remain subject to the restrictions contained in this Letter Agreement, and

(I) the entering into by the undersigned of a written trading plan ("Rule 10b5-1 Plan") pursuant to Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") during the Restricted Period, provided that no sales or transfers of shares of the undersigned's Common Stock shall be made pursuant to such Rule 10b5-1 Plan prior to the expiration of the Restricted Period and no filing under the Exchange Act or other public announcement shall be required or voluntarily made by the undersigned or any other person in connection therewith without the permission of J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC, prior to the expiration of the Restricted Period;

provided that in the case of any transfer or distribution pursuant to clause (C), (D), (E) or (F), each transferee, beneficiary, donee, heir or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement; and provided, further, that in the case of any transfer or distribution pursuant to clause (B), (C), (D), (E) or (F), no filing by any party (the undersigned, transferor, transferee, beneficiary, donor, donee, heir, distributor, distributee or the Company) under the Exchange Act, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 and any required Schedule

13G (or 13G/A) or 13F filing, in each case, made after the expiration of the Restricted Period). If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company- directed Common Stock the undersigned may purchase in the Public Offering.

For purposes of this Letter Agreement, (i) “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin and (ii) “change of control” shall mean any bona fide third-party tender offer, merger, consolidation or other similar transaction, in each case, 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 a majority of total voting power of the voting stock of the Company.

If the undersigned is an officer or director of the Company, (i) J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC, 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 Common Stock, J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC, 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 by press release through a major news service or as otherwise permitted under FINRA Rule 5131 at least two business days before the effective date of the release or waiver. Any release or waiver granted by J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC, on behalf of the Underwriters hereunder to any such officer or director shall only be effective two business days after the 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 and (b) the transferee has agreed in writing to be bound by the same terms described in this Letter Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

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.

Notwithstanding anything herein to the contrary, in the event that J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC release any securities held by executive officers, directors and/or 1% or greater stockholders of the Company from the lock-up restrictions described above, the same percentage of shares of the Company’s securities held by such persons that are so released from the lock-up

restrictions shall be released with respect to the shares held by the undersigned concurrently therewith; provided, however, that the Representatives will not be obligated to release the undersigned from such lock-up restrictions unless the Representatives have first released more than an aggregate of \$1,000,000 of Shares (the value of such released shares to be determined based on the closing price on the date that the applicable shares are approved for release) from such lock-up restrictions. In the event that the undersigned is released from any of its obligations under this agreement prior to the expiration of the Lock-up Period ("Early Release"), J.P. Morgan Securities LLC, Cowen and Company, LLC, and Leerink Partners LLC shall provide written notice promptly, and in no event later than five (5) business days prior to the effective date of such Early Release, to the Company, and the Company will notify the undersigned immediately upon receiving such notice.

The undersigned understands that, if (i) the Underwriting Agreement does not become effective by September 20, 2018, (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 Common Stock to be sold thereunder, (iii) the Company advises the Representatives in writing, on the one hand or the Representatives advise the Company, on the other hand, that it has determined not to proceed with the Public Offering, or (iv) if the Company files an application with the SEC to withdraw the registration statement related to the Public Offering, 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.

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.

Very truly yours,

Frazier Life Sciences VIII, L.P.

By: FHM Life Sciences VIII LP
Its: General Partner

By: FHM Life Sciences VIII LLC
Its: General Partner

By: _____
Name: James Topper
Title: Authorized Representative

[Signature Page to the lock-up Agreement]