

---

---

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

---

## SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED  
PURSUANT TO RULE 13d-2(a)  
(Amendment No. )\*

---

## WAVE Life Sciences Ltd.

(Name of Issuer)

Ordinary Shares  
(Title of Class of Securities)

Y95308105  
(CUSIP Number)

Name: Ken Takanashi

Address: St. Luke's Tower 12F, 8-1, Akashi-cho, Chuo-ku, Tokyo, 104-0044, Japan

Tel: +81-3-5565-6148

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

November 16, 2015

(Dates of Event which Require Filing of this Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 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 Rule 13d-7(b) for other parties to whom copies are to be sent.

---

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

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

---

---

|  |  |                                       |
|--|--|---------------------------------------|
| 1  | NAME OF REPORTING PERSON<br>Shin Nippon Biomedical Laboratories, Ltd.<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) |                                       |
| 2  | CHECK THE APPROPRIATE BOX IF A MEMBER OF THE GROUP<br>(a) <input type="checkbox"/> (b) <input type="checkbox"/> Joint Filing         |                                       |
| 3  | SEC USE ONLY   |                                       |
| 4  | SOURCE OF FUNDS<br>OO  |                                       |
| 5  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2 (e)<br><input type="checkbox"/>                 |                                       |
| 6  | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Japan  |                                       |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON<br>WITH | 7  | SOLE VOTING POWER                     |
|  | 8  | SHARED VOTING POWER<br>5,885,478      |
|  | 9  | SOLE DISPOSITIVE POWER                |
|  | 10   | SHARED DISPOSITIVE POWER<br>5,885,478 |
| 11   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>5,885,478  |                                       |
| 12   | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><input type="checkbox"/>                                    |                                       |
| 13   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>23.7%  |                                       |
| 14   | TYPE OF REPORTING PERSON<br>CO   |                                       |

|  |  |                                     |
|--|--|-------------------------------------|
| 1  | NAME OF REPORTING PERSON<br>SNBL USA, Ltd.<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)                    |                                     |
| 2  | CHECK THE APPROPRIATE BOX IF A MEMBER OF THE GROUP<br>(a) <input type="checkbox"/> (b) <input type="checkbox"/> Joint Filing |                                     |
| 3  | SEC USE ONLY   |                                     |
| 4  | SOURCE OF FUNDS<br>WC  |                                     |
| 5  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2 (e)<br><input type="checkbox"/>         |                                     |
| 6  | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Washington   |                                     |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON<br>WITH | 7  | SOLE VOTING POWER<br>0              |
|  | 8  | SHARED VOTING POWER<br>286,663      |
|  | 9  | SOLE DISPOSITIVE POWER<br>0         |
|  | 10   | SHARED DISPOSITIVE POWER<br>286,663 |
| 11   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>286,663  |                                     |
| 12   | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><input type="checkbox"/>                            |                                     |
| 13   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>1.4%   |                                     |
| 14   | TYPE OF REPORTING PERSON<br>CO   |                                     |

|  |  |                                       |
|--|--|---------------------------------------|
| 1  | NAME OF REPORTING PERSON<br>Ken Takanashi<br>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)                     |                                       |
| 2  | CHECK THE APPROPRIATE BOX IF A MEMBER OF THE GROUP<br>(a) <input type="checkbox"/> (b) <input type="checkbox"/> Joint Filing |                                       |
| 3  | SEC USE ONLY   |                                       |
| 4  | SOURCE OF FUNDS<br>AF  |                                       |
| 5  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2 (e)<br><input type="checkbox"/>         |                                       |
| 6  | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Not applicable   |                                       |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON<br>WITH | 7  | SOLE VOTING POWER<br>0                |
|  | 8  | SHARED VOTING POWER<br>5,885,478      |
|  | 9  | SOLE DISPOSITIVE POWER<br>0           |
|  | 10   | SHARED DISPOSITIVE POWER<br>5,885,478 |
| 11   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>5,885,478  |                                       |
| 12   | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><input type="checkbox"/>                            |                                       |
| 13   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>23.7%  |                                       |
| 14   | TYPE OF REPORTING PERSON<br>IN   |                                       |

**Item 1. Security and Issuer.**

This Statement relates to the ordinary shares (the “Ordinary Shares”) of WAVE Life Sciences Ltd., a Singapore company (the “Issuer”). The Issuer’s principal executive offices are located at 8 Cross Street #10-00, PWC Building, Singapore 048424.

**Item 2. Identity and Background.**

(a) The names of the reporting persons are Shin Nippon Biomedical Laboratories, Ltd. (“SNBL”), SNBL USA, Ltd. (“SNBL USA” and together with SNBL, the “SNBL Entities”) and Ken Takanashi (together with SNBL and SNBL USA, the “Reporting Persons”). SNBL is a Japanese corporation and SNBL USA is a Washington corporation.

(b) The business address of SNBL and Mr. Takanashi is 2438 Miyanoura-machi, Kagoshima City, Kagoshima 891-1394, Japan. The business address of SNBL USA is 6605 Merrill Creek Parkway, Everett, WA 98203.

(c) Ken Takanashi is an executive officer and member of the board of directors of SNBL and SNBL USA.

(d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding.

(e) During the last five years, none of the Reporting Persons were 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) Mr. Takanashi is a citizen of Japan.

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

The Issuer was formed as a result of the combination of companies under the common control of SNBL. SNBL held (i) 80% of the outstanding shares of an entity which is now known as WAVE Life Sciences USA, Inc. (“WAVE USA”) and (ii) 90% of an entity which is now known as WAVE Life Sciences (Japan) (“WAVE Japan”). In July 2012, SNBL formed WAVE Life Sciences Pte. Ltd. (a predecessor to the Issuer) for the purpose of combining these two entities. On September 13, 2012, in connection with two share-exchange transactions which resulted in WAVE USA and WAVE Japan becoming wholly-owned subsidiaries of the Issuer, the Issuer issued 808,318 Ordinary Shares to SNBL in exchange for its 3,000 shares of the common stock of WAVE USA and issued 909,762 Ordinary Shares to SNBL in exchange for its 1,374 ordinary shares of WAVE Japan. In October 2013, 1,536,209 of the Issuer’s Ordinary Shares held by SNBL were converted into 1,536,209 of the Issuer’s Series A preferred shares at the election of SNBL for no additional consideration.

In February 2014, the Issuer issued 2,365,139 Series A preferred shares and 1,515,596 Ordinary Shares to SNBL in exchange for the cancellation of certain debt obligations owed by the Issuer to SNBL in the amount of \$9.6 million. The corresponding debt obligations were issued by SNBL in the Issuer’s favor between November 2012 and November 2013 with an aggregate original principal of \$9.6 million and at the U.S. federal interest rate applicable at the time of each loan’s issuance. The Series A preferred shares are convertible into the Issuer’s Ordinary Shares at any time on the election of the SNBL on a one-for one basis.

On August 14, 2015, SNBL USA purchased 161,663 Series B preferred shares at a purchase price of approximately \$12.37 per share.

On November 10, 2015, the Issuer's Registration Statement on Form S-1 (File No. 333-207379) was declared effective by the Securities and Exchange Commission. On November 16, 2015, SNBL USA purchased 125,000 of the Issuer's Ordinary Shares in connection with the closing of the Issuer's initial public offering of its Ordinary Shares (the "IPO") at a purchase price of \$16 per share. The Series B preferred shares held by SNBL USA were automatically converted into the Issuer's Ordinary Shares upon the closing of the IPO.

**Item 4. Purpose of Transaction.**

The SNBL Entities acquired the Issuer's securities for investment purposes. Ken Takanashi is a director of the Issuer, a director and executive officer of SNBL and a director of SNBL USA. Mr. Takanashi may be deemed to beneficially own all securities held by the SNBL Entities.

Subject to applicable legal requirements, the Reporting Persons may purchase additional securities of the Issuer from time to time in open market or private transactions, depending on their evaluation of the Issuer's business, prospects and financial condition, the market for the Issuer's securities, other developments concerning the Issuer, the reaction of the Issuer to the Reporting Persons' ownership of the Issuer's securities, other opportunities available to the Reporting Persons and general economic, money market and stock market conditions. In addition, depending upon the factors referred to above, and subject to the terms of the Lock-Up Agreements described in Item 6, below, the Reporting Persons may dispose of all or a portion of their securities of the Issuer at any time. The Reporting Persons reserves their right to increase or decrease their holdings on such terms and at such times as each may decide.

Other than as described in this Item 4 or consistent with the rights of the SNBL Entities set forth in the Investors' Rights Agreement, as defined in Item 6 of this Statement, none of the Reporting Persons have any plans or proposals that relate to or would result in any of the matters referred to in paragraphs (a) through (j) of the instructions to Item 4 of Schedule 13D.

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

The information in this Item 5(a) and in Row 13 of each cover page to this Schedule with respect to SNBL and Mr. Takanashi is based on an aggregate of 24,834,645 shares of the Issuer's Ordinary Shares consisting of (i) 20,933,297 Ordinary Shares issued and outstanding as of November 16, 2015, based on information provided by the Issuer and (ii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares of the Issuer held by SNBL.

The information in this Item 5(a) and in Row 13 of each cover page to this Schedule with respect to SNBL USA is based on an aggregate of 20,933,297 shares of the Issuer's Ordinary Shares issued and outstanding as of November 16, 2015, based on information provided by the Issuer.

(a) SNBL may be deemed to beneficially own 5,885,478 of the Issuer's Ordinary Shares, representing 23.7% of the Issuer's issued and outstanding shares and consisting of (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

Mr. Takanashi may be deemed to beneficially own 5,885,478 of the Issuer's Ordinary Shares, representing 23.7% of the Issuer's issued and outstanding shares and consisting of (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

SNBL beneficially owns 286,663 of the Issuer's Ordinary Shares representing 1.4% of the issued and outstanding Ordinary Shares of the Issuer.

Each of the Reporting Persons expressly disclaims beneficial ownership of the securities of the Issuer owned by all other Reporting Persons except to the extent of its or his pecuniary interest therein.

(b) SNBL and Mr. Takashi share the power to vote or dispose of the: (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

SNBL USA shares the power to vote or dispose of the 286,663 ordinary it holds.

(c) On November 16, 2015, in connection with the closing of the IPO, SNBL USA purchased 125,000 of the Issuer's Ordinary Shares at \$16 per share.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, any proceeds from the sale of, the Ordinary Shares of the Issuer 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.**

### **Investors' Rights Agreement**

The Issuer and certain shareholders of the Issuer, including SNBL and SNBL USA, are party to an Investors' Rights Agreement dated as of August 14, 2015, pursuant to which the shareholders party thereto are entitled to demand Form S-3 and piggyback registration rights. Such shareholders have agreed not to exercise their registration rights during the initial 180 day period following the Issuer's initial public offering.

*Demand Registration Rights.* At any time after 180 days of the closing of the IPO, the holders of at least a majority of the registrable securities have the right to require the Issuer to file one registration statement on Form S-1 to register all or a portion of their registrable securities provided that the anticipated aggregate offering price of the registrable securities to be sold under that registration statement on Form S-1 exceeds \$25.0 million, net of underwriting discounts and commissions.

*Form S-3 Registration Rights.* After the closing of the IPO, the holders of at least 30% of the registrable securities have the right to demand that the Issuer file an unlimited number of registration statements on Form S-3 provided that the anticipated aggregate offering price of the registrable securities to be sold under the registration statement on Form S-3 exceeds \$5.0 million, net of underwriting discounts and commissions.

*Piggyback Registration Rights.* If the Issuer proposes to register any of its securities for sale to the public under the Securities Act of 1933, as amended (the "Securities Act"), the holders of registrable securities (subject to certain exceptions) are entitled to receive notice of such registration and to request that the Issuer include their registrable securities for resale in the registration statement. The underwriters of any such offering will have the right to limit the number of shares to be included in such registration.

*Expenses of Registration; Indemnification.* The Issuer is generally required to bear all registration expenses incurred in connection with the demand, Form S-3 and piggyback registrations described above, other than underwriting commissions and discounts and will pay the reasonable fees and expenses, not to exceed \$25,000, of one special counsel to represent all participating shareholders in a registration. The Investors' Rights Agreement contains customary indemnification provisions with respect to registration rights.

*Termination of Registration Rights.* The demand, Form S-3 and piggyback registration rights described above will terminate three years after the closing of the IPO. In addition, the registration rights of a holder of registrable securities will expire if all of the holder's registrable securities may be sold in a three-month period under Rule 144 of the Securities Act.

## Lock-Up Agreements

The Issuer and the Reporting Persons have agreed that, without the prior written consent of the underwriters to the IPO, the Issuer and the Reporting Persons will not (subject to certain exceptions), during the period ending 180 days after November 10, 2015 (i) sell, offer to sell, contract to sell or lend, effect any short sale or establish or increase an open "put equivalent position" within the meaning of Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), pledge, hypothecate or grant any security interest in, or in any other way transfer or dispose of, directly or indirectly, any Ordinary Shares or any other securities convertible into or exercisable or exchangeable for Ordinary Shares; (ii) enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of the Ordinary Shares or any other securities convertible or exercisable or exchangeable for Ordinary Shares, regardless of whether any transaction described above is to be settled by delivery of securities, in cash or otherwise; (iii) make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Ordinary Shares or securities convertible or exchangeable or exercisable for Ordinary Shares, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or (iv) publicly announce any intention to do any of the foregoing.

The foregoing restrictions shall not apply to transactions relating to Ordinary Shares purchased (i) in the IPO and (ii) in open market transactions after the completion of the IPO, provided that no filing under Section 16(a) of the Exchange Act will be required or will be voluntarily made during the lock-up period in connection with any subsequent sales of such shares purchased in the IPO or in the open market during the lock-up period

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

Exhibit No. Description

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 1                  | Joint Filing Agreement of the Reporting Persons   |
| 2                  | Investors' Rights Agreement by and among the Company and certain of its shareholders, dated as of August 14, 2015 (Incorporated by reference to Exhibit 4.2 of the Issuer's Registration Statement on Form S-1 (File No 333-207379), filed with the Securities and Exchange Commission on October 9, 2015). |
| 3                  | Form of Lock-Up Agreement by and between the Company, Jeffries LLC and Leerink Partners LLC as Representative of the Several Underwriters, and each of the Reporting Persons  |



**SIGNATURE**

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

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Ken Takanashi

Shin Nippon Biomedical Laboratories, Ltd.

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Name: Ken Takanashi  
Its: Senior Managing Director

SNBL USA, Ltd.

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Name: Ken Takanashi  
Its: Director

## JOINT FILING AGREEMENT

This Joint Filing Agreement, dated as of November 25, 2015, is by and among Shin Nippon Biomedical Laboratories, Ltd., SNBL USA, Ltd. and Ken Takanashi (collectively, the "Filers").

Each of the Filers may be required to file with the United States Securities and Exchange Commission a statement on Schedule 13D with respect to Ordinary Shares of WAVE Life Sciences Ltd. beneficially owned by them from time to time. The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein, but shall not be responsible for the completeness and accuracy of the information concerning the other entities or persons, except to the extent that he, or it knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be terminated by mutual agreement of the Filers at any time.

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Ken Takanashi

Shin Nippon Biomedical Laboratories, Ltd.

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Name: Ken Takanashi  
Its: Senior Managing Director

SNBL USA, Ltd.

Dated: November 25, 2015

By: /s/ Ken Takanashi  
Name: Ken Takanashi  
Its: Senior Managing Director

Form of Lock-up Agreement

\_\_\_\_\_, 2015

Jefferies LLC

Leerink Partners LLC

As Representatives of the Several Underwriters

c/o Jefferies LLC

520 Madison Avenue

New York, New York 10022

c/o Leerink Partners LLC

One Federal Street, 37<sup>th</sup> Floor

Boston, Massachusetts 02110

RE: WaVe Life Sciences Pte. Ltd. (the "**Company**")

Ladies and Gentlemen:

The undersigned is an owner of the Company's ordinary shares, no par value ("**Shares**"), or of securities convertible into or exchangeable or exercisable for Shares. The Company proposes to conduct a public offering of Shares (the "**Offering**") for which Jefferies LLC and Leerink Partners LLC (together, the "**Representatives**") will act as representatives of the several underwriters (the "**Underwriters**"). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the Underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the "**Underwriting Agreement**") and other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of the Representatives, each of which may withhold its consent in its sole discretion:

- Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member,
- enter into any Swap,
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the Underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) transactions relating to Shares or other securities acquired in (x) the Offering from the Underwriters (other than any Company directed Shares purchased in the Offering by an officer or director of the Company) and (y) open market transactions after the completion of the Offering, *provided* that no filing under Section 16(a) of the Exchange Act will be required or will be voluntarily made during the Lock-up Period in connection with subsequent sales of Shares or other securities acquired in the Offering or such open market transactions during the Lock-up Period;
- (ii) transfers of Shares or Related Securities as a bona fide gift or charitable contribution;
- (iii) (x) distributions of Shares or Related Securities to limited partners, members, stockholders or holders of similar equity interests in the undersigned and (y) transfers or disposition of the undersigned's Shares or Related Securities to any corporation, partnership, limited liability company or other legal entity all of the beneficial ownership interests of which are held by the undersigned or any Family Member in a transaction not involving a disposition for value;
- (iv) transfers of Shares or Related Securities by will or intestacy or to any Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (v) transfers of Shares pursuant to a domestic order or negotiated divorce settlement;
- (vi) the exercise of a stock option granted under a stock incentive plan described in the Prospectus by the undersigned, and the receipt by the undersigned from the Company of Shares upon such exercise, insofar as such option is outstanding as of the date of the Prospectus, *provided* that the underlying Shares shall continue to be subject to the restrictions on transfer set forth in this letter agreement and *provided, further* that, if required, any public report or filing under Section 16 of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a stock option, that no Shares were sold by the reporting person and that Shares received upon exercise of the stock option are subject to this letter agreement with the Underwriters;
- (vii) the disposition of Shares to the Company, or the withholding of Shares by the Company, in a transaction exempt from Section 16(b) of the Exchange Act solely in connection with the payment of taxes due with respect to the vesting of restricted stock granted under a stock incentive plan or pursuant to a contractual employment arrangement described in the Prospectus, insofar as such restricted stock is outstanding as of the date of the Prospectus, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Lock-up Period;
- (viii) transfers to the Company in connection with the repurchase of Shares in connection with the termination of the undersigned's employment with the Company pursuant to contractual agreements with the Company as in effect as of the date of the Prospectus, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Lock-up Period;

- (ix) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Shares, *provided* that (a) such plan does not provide for the transfer of Shares during the Lock-up Period and (b) the entry into such plan is not publicly disclosed, including in any filings under the Exchange Act, during the Lock-up Period; or
- (x) pursuant to a bona fide third party tender offer for all outstanding Shares of the Company, merger, consolidation or other similar transaction made to all holders of the Company's securities involving a change of control of the Company (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Shares or other such securities in connection with such transaction, or vote any Shares or other such securities in favor of any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such securities held by the undersigned shall remain subject to the provisions of this letter agreement;

*provided however* in the case of any transfer or distribution pursuant to clause (ii), (iii), (iv) and (v), it shall be a condition to such transfer that:

- each donee, transferee or distributee executes and delivers to the Representatives an agreement in form and substance satisfactory to the Representatives stating that such donee, transferee or distributee is receiving and holding such Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such donee, transferee or distributee had been an original signatory hereto), and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor, transferee, distributor or distributee) shall be required, or made voluntarily (other than any such disclosure required to be made by applicable law or regulation, including, without limitation, one or more filings on Form 4, Form 5, Schedule 13G or Schedule 13D, in each case, in accordance with applicable law and made after the expiration of the Lock-up Period).

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company directed Shares the undersigned may purchase or otherwise receive in the Offering (including pursuant to a directed share program).

In addition, if the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Shares, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will 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 both (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 that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

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 Shares or Related Securities held by the undersigned and the undersigned's Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Representatives.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

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

If (i) the Company notifies the Representatives in writing that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement is not executed before February 29, 2016 or (iii) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the Firm Shares, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

---

Signature

---

Printed Name of Person Signing

*(Indicate capacity of person signing if signing as custodian or trustee, or on behalf of an entity)*

*[Signature Page to WaVe Life Sciences Pte. Ltd. Lock-up Agreement]*

**Certain Defined Terms  
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- **“Call Equivalent Position”** shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- **“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.
- **“Family Member”** shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). **“Immediate family member”** as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- **“Lock-up Period”** shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 180 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- **“Put Equivalent Position”** shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- **“Related Securities”** shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.
- **“Securities Act”** shall mean the Securities Act of 1933, as amended.
- **“Sell or Offer to Sell”** shall mean to:
  - sell, offer to sell, contract to sell or lend,
  - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position
  - pledge, hypothecate or grant any security interest in, or
  - in any other way transfer or dispose of,in each case whether effected directly or indirectly.
- **“Swap”** shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.