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

SCHEDULE 13D

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

Amylyx Pharmaceuticals, Inc.
(Name of Issuer)

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

03237H101
(CUSIP Number)

Morningside Venture Investments Limited
C/O THC Management Services S.A.M.,
2nd Floor,
Le Prince De Galles
3-5 Avenue Des Citronniers
Monaco, MC 98000
011-377-97-97-47-37

with a copy to:
Morningside Technology Advisory, LLC
Attn: Daniel White, Esq.
1188 Centre Street
Newton Centre, MA 02459

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

January 11, 2022
(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 Rule 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)	Names of Reporting Persons Morningside Venture Investments Limited	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 10,678,808
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 10,678,808
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 10,678,808	
(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) 18.9% (1)	
(14)	Type of Reporting Person (See Instructions) CO	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the Securities and Exchange Commission (the "SEC") on January 10, 2022.

(1)	Names of Reporting Persons MVIL, LLC	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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
	(8)	Shared Voting Power 1,621,544
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,621,544
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 1,621,544	
(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) 2.9% (1)	
(14)	Type of Reporting Person (See Instructions) CO	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Frances Anne Elizabeth Richard	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Kingdom	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 10,678,808
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 10,678,808
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 10,678,808	
(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) 18.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Jill Marie Franklin	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Kingdom	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 10,678,808
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 10,678,808
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 10,678,808	
(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) 18.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Peter Stuart Allenby Edwards	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Kingdom	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 10,678,808
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 10,678,808
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 10,678,808	
(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) 18.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Cheung Ka Ho	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 10,678,808
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 10,678,808
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 10,678,808	
(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) 18.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Cheng Yee Wing	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,621,544
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,621,544
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 1,621,544	
(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) 2.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

(1)	Names of Reporting Persons Wong See Wai	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input 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 Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 1,621,544
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 1,621,544
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 1,621,544	
(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) 2.9% (1)	
(14)	Type of Reporting Person (See Instructions) IN	

(1) Based on 56,466,013 shares of Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated January 6, 2022, filed with the SEC on January 10, 2022.

Item 1. Security and Issuer.

This statement on Schedule 13D relates to the Reporting Persons' (as defined in Item 2 below) beneficial ownership interest in the common stock, par value \$0.0001 per share (the "Common Stock"), of Amylyx Pharmaceuticals, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive office of the Issuer is 43 Thorndike St., Cambridge, Massachusetts 02141. 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) This statement is filed by:
- (i) Morningside Venture Investments Limited, a British Virgin Islands exempted company ("Morningside"), with respect to the Common Stock directly and beneficially owned by it;
 - (ii) MVIL, LLC, a Delaware limited liability company ("MVIL"), with respect to the Common Stock directly and beneficially owned by it;
 - (iii) Frances Anne Elizabeth Richard, with respect to the Common Stock beneficially owned by her as a result of her position as a director with Morningside;
 - (iv) Jill Marie Franklin, with respect to the Common Stock beneficially owned by her as a result of her position as a director with Morningside;
 - (v) Peter Stuart Allenby Edwards, with respect to the Common Stock beneficially owned by him as a result of his position as a director with Morningside;
 - (vi) Cheung Ka Ho, with respect to the Common Stock beneficially owned by him as a result of his position as a director with Morningside;
 - (vii) Cheng Yee Wing, with respect to the Common Stock beneficially owned by her as a result of his position as a manager with MVIL; and
 - (viii) Wong See Wai, with respect to the Common Stock beneficially owned by him as a result of his position as a manager with MVIL.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

Frances Anne Elizabeth Richard, Jill Marie Franklin, Peter Stuart Allenby Edwards, and Cheung Ka Ho are the directors of Morningside and share voting and dispositive power with respect to the securities held by Morningside, including by MVIL, its wholly owned subsidiary. Ms. Richard, Ms. Franklin, Mr. Edwards and Mr. Cheung each disclaim beneficial ownership of the securities held by Morningside and MVIL. Cheng Yee Wing and Wong See Wai are the managers of MVIL and share voting and dispositive power with respect to the securities held by MVIL. Ms. Cheng and Mr. Wong each disclaim ownership of the securities owned by MVIL. Morningside is ultimately wholly beneficially owned by a family trust established by Madam Chan Tan Ching Fen.

- (b) The business address of each of the Reporting Persons is:

c/o THC Management Services S.A.M.,
2nd Floor, Le Prince De Galles
3-5 Avenue Des Citronniers
MC 98000, Monaco

With copies to:

Morningside Technology Advisory, LLC
Attn: Stephanie O'Brien, Esq.
1188 Centre Street
Newton Centre, MA 02459

Springfield Financial Advisory Limited
Attn: Alice Li/Makim Ma
22nd Floor Hang Lung Centre
2-20 Paterson Street
Causeway Bay, Hong Kong

- (c) The present principal business of Morningside, MVIL, Ms. Richard, Ms. Franklin, Mr. Edwards, Mr. Cheung, Dr. Cheng, Ms. Cheng and Mr. Wong is the venture capital and private equity investment business.
- (d) No Reporting Person, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person, during the last five years, 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 of the Reporting Persons is as set forth below:

Morningside	British Virgin Islands
MVIL	Delaware
Ms. Richard	United Kingdom
Ms. Franklin	United Kingdom
Mr. Edwards	United Kingdom
Mr. Cheung	Hong Kong

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

In August 2016, Morningside acquired an aggregate of 1,409,035 shares of Series A redeemable convertible preferred stock of the Issuer (the "Series A Preferred Stock") for an aggregate purchase price of approximately \$1.7 million. All such shares were acquired with working capital.

In July 2017, Morningside acquired \$279,985 of convertible promissory notes (the "2017 Notes"), which were convertible into 328,851 shares of Series B Preferred Stock. All such notes were acquired with working capital.

In November 2018, Morningside acquired \$4,963,968 of convertible promissory notes (the "2018 Notes"), which were convertible into 3,417,113 shares of Series B Preferred Stock. All such notes were acquired with working capital.

Between January 2020 and April 2020, Morningside acquired \$3,644,025 of convertible promissory notes (the "2020 Notes"), which were convertible into 240,577 shares of Series B Preferred Stock. All such notes were acquired with working capital.

The 2017 Notes, 2018 Notes, and 2020 Notes (collectively, the "Old Notes"), absent further actions, were to mature on December 31, 2021.

In June 2020, Morningside acquired 1,563,333 shares of Series B redeemable convertible preferred stock (the “Series B Preferred Stock”) for an aggregate purchase price of approximately \$26.5 million. All such shares were acquired with working capital.

In connection with the Issuer’s Series B financing, the Old Notes automatically converted into an aggregate of 3,986,541 shares of Series B Preferred Stock pursuant to the terms of the Old Notes.

In January 2021, MVIL acquired \$13,972,065 of convertible promissory notes (the “2021 Notes”), which were convertible into 1,621,544 shares of Series C-2 redeemable convertible preferred stock (the “Series C-2 Preferred Stock”).

In July 2021, Morningside acquired 974,107 shares of Series C-1 redeemable convertible preferred stock (the “Series C-1 Preferred Stock”), for an aggregate purchase price of approximately \$10.0 million. The 2021 Notes automatically converted into shares of Series C-2 Preferred Stock pursuant to their original terms in July 2021 in connection with the Issuer’s Series C-1 Preferred Stock financing.

On January 11, 2021, upon the closing of the Issuer’s initial public offering, Morningside’s convertible preferred stock converted in accordance with its terms into 10,415,650 shares of Common Stock, which consisted of (i) 8,794,106 shares of Common Stock issuable upon conversion of convertible preferred stock held by Morningside, and (ii) 1,621,544 shares of Common Stock issuable upon conversion of preferred stock held by MVIL, a wholly-owned subsidiary of Morningside.

On February 20, 2019, in connection with the Issuer’s initial public offering, Morningside acquired 263,158 shares of Common Stock, for an aggregate purchase price of approximately \$5.0 million. Such shares were acquired with working capital.

Item 4. Purpose of Transaction.

The securities reported herein were acquired solely for investment purposes with the aim of increasing the value of the investment and the Issuer. Other than as described above, the Reporting Persons do not have any plans or proposals which would result in any of the following:

- (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 that 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.

The aggregate percentage of Common Stock reported beneficially owned by each person named herein is determined in accordance with SEC rules and is based upon 56,466,013 shares of the Issuer's Common Stock outstanding following the Issuer's initial public offering, as reported in the Issuer's Prospectus dated on January 6, 2022, filed with the SEC on January 10, 2022. The applicable SEC rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities.

A. Morningside Venture Investments Limited

- (a) As of the date hereof, Morningside beneficially owns 10,678,808 shares of Common Stock, representing a beneficial ownership of approximately 18.9% of the Common Stock. Morningside directly holds 9,057,264 shares of Common Stock and MVIL, its wholly owned subsidiary, holds 1,621,544 shares of Common Stock.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	10,678,808
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	10,678,808

B. MVIL, LLC

- (a) As of the date hereof, MVIL beneficially owns 1,621,544 shares of Common Stock, representing a beneficial ownership of approximately 2.9% of the Common Stock.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	1,621,544
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	1,621,544

C. Frances Anne Elizabeth Richard

- (a) As of the date hereof, Ms. Richard beneficially owns 10,678,808 shares of Common Stock, representing a beneficial ownership of approximately 18.9% of the Common Stock.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	10,678,808
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	10,678,808

D. Jill Marie Franklin

- (a) As of the date hereof, Ms. Franklin beneficially owns 10,678,808 shares of Common Stock, representing a beneficial ownership of approximately 18.9% of the Common Stock.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	10,678,808
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	10,678,808

E. Peter Stuart Allenby Edwards

(a) As of the date hereof, Mr. Edwards beneficially owns 10,678,808 shares of Common Stock, representing a beneficial ownership of approximately 18.9% of the Common Stock.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	10,678,808
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	10,678,808

F. Cheung Ka Ho

(a) As of the date hereof, Mr. Cheung beneficially owns 10,678,808 shares of Common Stock, representing a beneficial ownership of approximately 18.9% of the Common Stock.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	10,678,808
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	10,678,808

G. Cheng Yee Wing

(a) As of the date hereof, Ms. Cheng beneficially owns 1,621,544 shares of Common Stock, representing a beneficial ownership of approximately 2.9% of the Common Stock.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	1,621,544
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	1,621,544

H. Wong See Wai

(a) As of the date hereof, Mr. Wong beneficially owns 1,621,544 shares of Common Stock, representing a beneficial ownership of approximately 2.9% of the Common Stock.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	1,621,544
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	1,621,544

(c) See Item 3.

(d) Not applicable.

(e) Not applicable.

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

Morningside and MVIL have agreed not to dispose of or hedge any of their Common Stock or securities convertible into or exchangeable for shares of Common Stock for 180 days after January 11, 2022, without first obtaining the written consent of Goldman Sachs & Co. LLC, SVB Leerink LLC and Evercore Group L.L.C., subject to certain exceptions.

Isaac Cheng, M.D., a director of the Issuer, is an investment professional at Morningside Technology Advisory, LLC, an indirect advisor to Morningside and MVIL and may be deemed to indirectly beneficially own the shares held by Morningside and MVIL. Mr. Cheng has no voting or dispositive power and no investment power over the shares held by the Morningside and MVIL entities and therefore disclaims beneficial ownership of such shares.

Item 7. Material to be Filed as Exhibits.

The following documents are filed as Exhibits to this statement:

Exhibit Number	Exhibit Description
99.1	Joint Filing Agreement
99.2	Lock-Up Agreement, dated April 26, 2021, delivered by Morningside Venture Investments Limited to Goldman Sachs & Co. LLC, SVB Leerink LLC and Evercore Group L.L.C.
99.3	Lock-Up Agreement, dated April 26, 2021, delivered by MVIL, LLC to Goldman Sachs & Co. LLC, SVB Leerink LLC and Evercore Group L.L.C.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, we certify that the information set forth in this statement is true, complete and correct. We also hereby agree to file this statement jointly pursuant to the Agreement listed on Exhibit 99.1 hereto.

Dated: January 24, 2022

For and on behalf of

**MORNINGSIDE VENTURE INVESTMENTS
LIMITED**

By: /s/ Frances Anne Elizabeth Richard
Frances Anne Elizabeth Richard, Director

For and on behalf of

MVIL, LLC

By: /s/ Cheng Yee Wing
Cheng Yee Wing, Manager

/s/ Frances Anne Elizabeth Richard
Frances Anne Elizabeth Richard

/s/ Jill Marie Franklin
Jill Marie Franklin

/s/ Peter Stuart Allenby Edwards
Peter Stuart Allenby Edwards

/s/ Cheung Ka Ho
Cheung Ka Ho

/s/ Cheng Yee Wing
Cheng Yee Wing

/s/ Wong See Wai
Wong See Wai

JOINT FILING AGREEMENT

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

MORNINGSIDE VENTURE INVESTMENTS LIMITED

By: /s/ Frances Anne Elizabeth Richard
Frances Anne Elizabeth Richard, Director

MVIL, LLC

By: /s/ Cheng Yee Wing
Cheng Yee Wing, Manager

/s/ Frances Anne Elizabeth Richard
Frances Anne Elizabeth Richard

/s/ Jill Marie Franklin
Jill Marie Franklin

/s/ Peter Stuart Allenby Edwards
Peter Stuart Allenby Edwards

/s/ Cheung Ka Ho
Cheung Ka Ho

/s/ Cheng Yee Wing
Cheng Yee Wing

/s/ Wong See Wai
Wong See Wai

Amylyx Pharmaceuticals, Inc.

Lock-Up Agreement

April 26, 2021

Goldman Sachs & Co. LLC
SVB Leerink LLC
Evercore Group L.L.C.

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

c/o SVB Leerink LLC
One Federal Street, 37th Floor
Boston, Massachusetts 02110

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

Re: Amylyx Pharmaceuticals, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC, SVB Leerink LLC and Evercore Group L.L.C., as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Amylyx Pharmaceuticals, Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of the Common Stock of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date set forth on the final prospectus (the "Prospectus") used to sell the Shares (the "Lock-Up Period"), the undersigned shall not, shall not cause or direct any of its affiliates to, and shall use its reasonable best efforts to cause its affiliates not to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned (such Common Stock and Derivative Instruments, collectively, the "Undersigned's Shares"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or

any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any of the Undersigned's Shares, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of the Undersigned's Shares, the Representatives 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 at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may transfer or otherwise dispose of the Undersigned's Shares:

- (i) as a bona fide gift or gifts or to a charitable organization or educational institution for no value, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;
- (ii) to any member of the undersigned's immediate family or any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the member of the undersigned's immediate family or trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;
- (iii) by will or other testamentary document or by intestacy, provided that any filing made under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall include a footnote noting the circumstances described in this clause;
- (iv) pursuant to a court order or settlement or other domestic order related to the distribution of assets in connection with the dissolution of a marriage or civil union, provided that any filing made under Section 16 of the Exchange Act shall include a footnote noting the circumstances described in this clause;
- (v) to general or limited partners, members, stockholders, other equity holders or trust beneficiaries of the undersigned or to any investment fund or other entity that controls or manages, or is under common control with, the undersigned, provided that any such transferee agrees to be bound in writing by the restrictions set forth herein;

- (vi) acquired in the Public Offering (other than any issuer-directed shares of Common Stock purchased in the Public Offering by an officer or director of the Company) or acquired in open market transactions after the completion of the Public Offering;
- (vii) prior to the first public filing of a prospectus for the Public Offering, provided that the transferee agrees to be bound in writing by the restrictions set forth herein;
- (viii) by surrender or forfeiture of shares of Common Stock or other securities of the Company to the Company to satisfy tax withholding obligations upon exercise or vesting or the exercise price upon a cashless net exercise, in each case, of share options, equity awards, warrants or other rights to acquire shares of Common Stock, provided that any filing made under Section 16 of the Exchange Act shall include a footnote noting the circumstances described in this clause;
- (ix) pursuant to a bona fide third-party tender offer, merger, consolidation, business combination, stock purchase or other similar transaction or series of related transactions approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change in Control, provided that in the event that such tender offer, merger, consolidation, business combination, stock purchase or transaction or series of related transactions is not completed, the Undersigned's Shares shall remain subject to the restrictions set forth herein;
- (x) the conversion of outstanding preferred shares of the Company described in the Prospectus and outstanding as of the date of the Prospectus into shares of Common Stock as described in the Prospectus, provided that the shares of Common Stock received upon conversion shall be subject to the restrictions set forth herein; or
- (xi) with the prior written consent of the Representatives on behalf of the Underwriters

In addition, with respect to clauses (i), (ii), (iii), (iv), (v), (vi) and (viii) above, it shall be a condition to such transfer that no filing under the Exchange Act or other disclosure of such transfer shall be required or voluntarily made during the Lock-Up Period, except (a) as contemplated by clauses (iii), (iv) and (viii) above and (b) any required filings on Form 5 the filing deadline for which falls during the Lock-Up Period.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin and "Change in Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, in each case occurring subsequent to the Public Offering, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

In addition, notwithstanding the foregoing, (1) if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such capital stock except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value; provided, further that no filing under the Exchange Act or other public disclosure reporting a reduction in beneficial ownership of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period and (2) the restrictions on transfer and disposition of the Undersigned's Shares during the Lock-Up Period shall

not apply to the repurchase of the Undersigned's Shares by the Company pursuant to any contractual arrangement in effect on the date of this agreement and disclosed in the Prospectus that provides for the repurchase of the undersigned's Common Stock or in connection with the termination of the undersigned's employment or other service with the Company; provided that no filing under the Exchange Act or other public disclosure of such repurchase shall be voluntarily made during the Lock-Up Period and any filing under the Exchange Act or other public disclosure required to be made during the Lock-Up Period shall include a statement to the effect that such repurchase related to the circumstances described in this clause (2).

The undersigned now has, and, except as contemplated by the terms hereof, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In addition, the undersigned may enter into any plan designed to satisfy the requirements of Rule 10b5-1 (a "10b5-1 Plan") under the Exchange Act (other than the entry into such a plan in such a manner as to allow the sale of shares of Common Stock, in each case, within the Lock-Up Period); provided, however that, no sale of shares of Common Stock may be made under such 10b5-1 Plan during the Lock-Up Period; provided further that no filing under the Exchange Act or public disclosure regarding the establishment of such plan shall be voluntarily made during the Lock-Up Period and any such filing or public disclosure that is required to be made during the Lock-Up Period shall include a statement to the effect that no disposition of the Undersigned's Shares may be made under such plan during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein:

- (i) if the Representatives enter into any lock-up agreement with any 1% or greater shareholder, officer or director of the Company, or amend, modify or waive obligations under any such lock-up agreement, such that the terms of such other lock-up agreement (after giving effect to any amendment, modification or waiver) are more favorable to such other shareholder, officer or director than the terms of this Lock-Up Agreement to the undersigned, then this Lock-Up Agreement shall be deemed to have been automatically amended to include such more favorable terms, mutatis mutandis; provided, however, that the foregoing shall not apply in the case of a release from the restrictions described herein (1) unless and until the Representatives have first released more than 1% of the Shares in the aggregate from such restrictions, (2) due to circumstances of an emergency or hardship, as determined by the Representatives in their reasonable judgment, (3) solely to permit a transfer not involving a disposition for value if the transferee agrees in writing to be bound by the same terms described in this Lock-Up Agreement; provided, that any subsequent release or waiver by the Representatives of the prohibition of transfer of Shares of Common Stock held by the transferee of a transfer pursuant to this clause shall be subject to the provisions of this paragraph to the same extent as if the original transfer was not exempt or (4) in connection with an underwritten public offering that is wholly or partially a secondary offering of Shares; and
- (ii) this Lock-Up Agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) prior to the execution of the Underwriting Agreement, the Company advises the Representatives in writing that it has determined not to proceed with the Public Offering of the Shares, (ii) prior to the execution of the Underwriting Agreement, the date on which the Company files

an application to withdraw the registration statement related to the Public Offering of the Shares or (iii) the Underwriting Agreement is executed but is terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the Shares to be sold thereunder.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering and that the Company shall be deemed a third-party beneficiary hereto. The undersigned further understands that this Lock-Up Agreement shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns, provided, that, in the event that any director, officer or 3% or greater shareholder of the Company does not execute a lock-up agreement on terms at least as restrictive as this Lock-Up Agreement in connection with the Public Offering, this Lock-Up Agreement shall be of no further force or effect.

[Remainder of page intentionally blank]

Very truly yours,

For and on behalf of

Morningside Venture Investments Limited

Exact Name of Shareholder

Jill Marie Franklin/ Frances Anne Elizabeth Richard

/s/ Jill Marie Franklin/ Frances Anne Elizabeth Richard

Authorized Signatures

Title

[Signature Page to Lockup Agreement]

Amylyx Pharmaceuticals, Inc.

Lock-Up Agreement

April 26, 2021

Goldman Sachs & Co. LLC
SVB Leerink LLC
Evercore Group L.L.C.

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

c/o SVB Leerink LLC
One Federal Street, 37th Floor
Boston, Massachusetts 02110

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

Re: Amylyx Pharmaceuticals, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that Goldman Sachs & Co. LLC, SVB Leerink LLC and Evercore Group L.L.C., as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Amylyx Pharmaceuticals, Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of the Common Stock of the Company (the "Shares") pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date set forth on the final prospectus (the "Prospectus") used to sell the Shares (the "Lock-Up Period"), the undersigned shall not, shall not cause or direct any of its affiliates to, and shall use its reasonable best efforts to cause its affiliates not to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned (such Common Stock and Derivative Instruments, collectively, the "Undersigned's Shares"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or Common Stock and Derivative Instruments, collectively, the "Undersigned's Shares"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or

any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any of the Undersigned's Shares, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of the Undersigned's Shares, the Representatives 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 at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may transfer or otherwise dispose of the Undersigned's Shares:

- (i) as a bona fide gift or gifts or to a charitable organization or educational institution for no value, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;
- (ii) to any member of the undersigned's immediate family or any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the member of the undersigned's immediate family or trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;
- (iii) by will or other testamentary document or by intestacy, provided that any filing made under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall include a footnote noting the circumstances described in this clause;
- (iv) pursuant to a court order or settlement or other domestic order related to the distribution of assets in connection with the dissolution of a marriage or civil union, provided that any filing made under Section 16 of the Exchange Act shall include a footnote noting the circumstances described in this clause;
- (v) to general or limited partners, members, stockholders, other equity holders or trust beneficiaries of the undersigned or to any investment fund or other entity that controls or manages, or is under common control with, the undersigned, provided that any such transferee agrees to be bound in writing by the restrictions set forth herein;

- (vi) acquired in the Public Offering (other than any issuer-directed shares of Common Stock purchased in the Public Offering by an officer or director of the Company) or acquired in open market transactions after the completion of the Public Offering;
- (vii) prior to the first public filing of a prospectus for the Public Offering, provided that the transferee agrees to be bound in writing by the restrictions set forth herein;
- (viii) by surrender or forfeiture of shares of Common Stock or other securities of the Company to the Company to satisfy tax withholding obligations upon exercise or vesting or the exercise price upon a cashless net exercise, in each case, of share options, equity awards, warrants or other rights to acquire shares of Common Stock, provided that any filing made under Section 16 of the Exchange Act shall include a footnote noting the circumstances described in this clause;
- (ix) pursuant to a bona fide third-party tender offer, merger, consolidation, business combination, stock purchase or other similar transaction or series of related transactions approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change in Control, provided that in the event that such tender offer, merger, consolidation, business combination, stock purchase or transaction or series of related transactions is not completed, the Undersigned's Shares shall remain subject to the restrictions set forth herein;
- (x) the conversion of outstanding preferred shares of the Company described in the Prospectus and outstanding as of the date of the Prospectus into shares of Common Stock as described in the Prospectus, provided that the shares of Common Stock received upon conversion shall be subject to the restrictions set forth herein; or
- (xi) with the prior written consent of the Representatives on behalf of the Underwriters

In addition, with respect to clauses (i), (ii), (iii), (iv), (v), (vi) and (viii) above, it shall be a condition to such transfer that no filing under the Exchange Act or other disclosure of such transfer shall be required or voluntarily made during the Lock-Up Period, except (a) as contemplated by clauses (iii), (iv) and (viii) above and (b) any required filings on Form 5 the filing deadline for which falls during the Lock-Up Period.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin and "Change in Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, in each case occurring subsequent to the Public Offering, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

In addition, notwithstanding the foregoing, (1) if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such capital stock except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value; provided, further that no filing under the Exchange Act or other public disclosure reporting a reduction in beneficial ownership of Common Stock shall be required or shall be voluntarily made during the Lock-Up Period and (2) the restrictions on transfer and disposition of the Undersigned's Shares during the Lock-Up Period shall

not apply to the repurchase of the Undersigned's Shares by the Company pursuant to any contractual arrangement in effect on the date of this agreement and disclosed in the Prospectus that provides for the repurchase of the undersigned's Common Stock or in connection with the termination of the undersigned's employment or other service with the Company; provided that no filing under the Exchange Act or other public disclosure of such repurchase shall be voluntarily made during the Lock-Up Period and any filing under the Exchange Act or other public disclosure required to be made during the Lock-Up Period shall include a statement to the effect that such repurchase related to the circumstances described in this clause (2).

The undersigned now has, and, except as contemplated by the terms hereof, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In addition, the undersigned may enter into any plan designed to satisfy the requirements of Rule 10b5-1 (a "10b5-1 Plan") under the Exchange Act (other than the entry into such a plan in such a manner as to allow the sale of shares of Common Stock, in each case, within the Lock-Up Period); provided, however that, no sale of shares of Common Stock may be made under such 10b5-1 Plan during the Lock-Up Period; provided further that no filing under the Exchange Act or public disclosure regarding the establishment of such plan shall be voluntarily made during the Lock-Up Period and any such filing or public disclosure that is required to be made during the Lock-Up Period shall include a statement to the effect that no disposition of the Undersigned's Shares may be made under such plan during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein:

- (i) if the Representatives enter into any lock-up agreement with any 1% or greater shareholder, officer or director of the Company, or amend, modify or waive obligations under any such lock-up agreement, such that the terms of such other lock-up agreement (after giving effect to any amendment, modification or waiver) are more favorable to such other shareholder, officer or director than the terms of this Lock-Up Agreement to the undersigned, then this Lock-Up Agreement shall be deemed to have been automatically amended to include such more favorable terms, *mutatis mutandis*; provided, however, that the foregoing shall not apply in the case of a release from the restrictions described herein (1) unless and until the Representatives have first released more than 1% of the Shares in the aggregate from such restrictions, (2) due to circumstances of an emergency or hardship, as determined by the Representatives in their reasonable judgment, (3) solely to permit a transfer not involving a disposition for value if the transferee agrees in writing to be bound by the same terms described in this Lock-Up Agreement; provided, that any subsequent release or waiver by the Representatives of the prohibition of transfer of Shares of Common Stock held by the transferee of a transfer pursuant to this clause shall be subject to the provisions of this paragraph to the same extent as if the original transfer was not exempt or (4) in connection with an underwritten public offering that is wholly or partially a secondary offering of Shares; and
- (ii) this Lock-Up Agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) prior to the execution of the Underwriting Agreement, the Company advises the Representatives in writing that it has determined not to proceed with the Public Offering of the Shares, (ii) prior to the execution of the Underwriting Agreement, the date on which the Company files

an application to withdraw the registration statement related to the Public Offering of the Shares or (iii) the Underwriting Agreement is executed but is terminated (other than the provisions thereof which survive termination) prior to payment for and delivery of the Shares to be sold thereunder.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering and that the Company shall be deemed a third-party beneficiary hereto. The undersigned further understands that this Lock-Up Agreement shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns, provided, that, in the event that any director, officer or 3% or greater shareholder of the Company does not execute a lock-up agreement on terms at least as restrictive as this Lock-Up Agreement in connection with the Public Offering, this Lock-Up Agreement shall be of no further force or effect.

[Remainder of page intentionally blank]

Very truly yours,

For and on behalf of MVIL, LLC

Exact Name of Shareholder

/s/ Cheng Yee Wing Betty/Wong See Wai

Cheng Yee Wing Betty/Wong See Wai

Authorized Signatures

Title

[Signature Page to Lockup Agreement]