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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 4)

Adicet Bio, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

76133L103
(CUSIP Number)

OrbiMed Advisors LLC
OrbiMed Advisors Israel II Limited
OrbiMed Israel GP Ltd.
OrbiMed Israel GP II, L.P.
OrbiMed Israel BioFund GP Limited Partnership
OrbiMed Capital GP V LLC
OrbiMed Capital GP VI LLC
OrbiMed Genesis GP LLC

601 Lexington Avenue, 54th Floor
New York, NY 10022
Telephone: (212) 739-6400

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

December 10, 2021

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

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

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Advisors LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX 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 6,147,599
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 6,147,599
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,147,599	
12	CHECK BOX 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) 15.7%*	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Capital GP V LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX 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 5,243,259
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,243,259
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,243,259	
12	CHECK BOX 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) 13.4%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Capital GP VI LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX 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 690,055
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 690,055
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 690,055	
12	CHECK BOX 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) 1.8%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Advisors Israel II Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 396,657
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 396,657
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 396,657	
12	CHECK BOX 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) 1.0%*	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Israel GP II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 396,657
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 396,657
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 396,657	
12	CHECK BOX 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) 1.0%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Israel GP Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 902,885
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 902,885
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 902,885	
12	CHECK BOX 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) 2.3%*	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Israel BioFund GP Limited Partnership	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 902,885
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 902,885
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 902,885	
12	CHECK BOX 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) 2.3%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

SCHEDULE 13D

CUSIP No. 76133L103		
1	NAME OF REPORTING PERSONS OrbiMed Genesis GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 214,285
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 214,285
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 214,285	
12	CHECK BOX 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) 0.5%*	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

* This percentage is calculated based upon 39,142,550 shares of common stock of the Adicet Bio, Inc. (the "Issuer"), as set forth in the Issuer's 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters' option.

Item 1. Security and Issuer

This Amendment No. 4 (“Amendment No. 4”) to Schedule 13D supplements and amends the Statement on Schedule 13D (the “Statement”) originally filed by OrbiMed Advisors LLC and OrbiMed Capital GP VI LLC with the Securities and Exchange Commission (the “SEC”) on January 30, 2018, and amended by Amendment No. 1 originally filed with the SEC on March 25, 2019, and Amendment No. 2 originally filed with the SEC on September 18, 2020, and Amendment No. 3 originally filed with the SEC on February 19, 2021 (“Amendment No. 3”). The Statement relates to the common stock, par value \$0.0001 per share (the “Shares”), of Adicet Bio, Inc., a corporation organized under the laws of Delaware (the “Issuer”), with its principal offices located at 500 Boylston Street, 12th Floor, Boston, MA 02116. The Shares are listed on the NASDAQ Global Select Market under the ticker symbol “ACET”. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

On February 12, 2021, the Issuer completed a public offering of 6,250,000 Shares at a price to the public of \$14.00 per Share (the “Offering”). In addition, the Issuer granted the underwriters an option exercisable for 30 days from the date of the prospectus supplement related to the Offering to purchase, at the public offering price less any underwriting discounts and commissions, up to an additional 937,500 Shares. As a result of the Offering and the underwriters exercise of their option, and notwithstanding the participation of OrbiMed Genesis Master Fund, L.P. (“Genesis”) in the Offering, the percentage of outstanding Shares that the Reporting Persons may be deemed to beneficially own was reduced by more than 1% since the filing of Amendment No. 3.

Item 2. Identity and Background

(a) This Statement is being filed by OrbiMed Advisors LLC (“Advisors”), OrbiMed Capital GP V LLC (“GP V”), OrbiMed Capital GP VI LLC (“GP VI”), OrbiMed Genesis GP LLC (“Genesis GP”), OrbiMed Israel BioFund GP Limited Partnership (“BioFund”), OrbiMed Israel GP Ltd. (“Israel GP Ltd.”), OrbiMed Israel GP II, L.P. (“Israel GP II”) and OrbiMed Advisors Israel II Limited (“Israel II Limited”) (collectively, the “Reporting Persons”).

(b) – (c), (f) GP V, a limited liability company organized under the laws of Delaware, is the general partner of OrbiMed Private Investments V, LP (“OPI V”), which holds Shares, as described herein. GP V has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

GP VI, a limited liability company organized under the laws of Delaware, is the general partner of OrbiMed Private Investments VI, LP (“OPI VI”), which holds Shares, as described herein. GP VI has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

Genesis GP, a limited liability company organized under the laws of Delaware, is the general partner of Genesis, which holds Shares, as described herein. Genesis GP has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

Advisors, a registered investment adviser under the Investment Advisers Act of 1940, as amended, is the managing member of GP V, GP VI and Genesis. Advisors has its principal offices at 601 Lexington Avenue, 54th Floor, New York, New York 10022.

BioFund, a limited partnership organized under the laws of Israel, is the general partner of OrbiMed Israel Partners Limited Partnership (“OIP”), which holds Shares, as described herein. BioFund has its principal offices at 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

Israel GP Ltd., a corporation organized under the laws of Israel, is the general partner of BioFund. Israel GP Ltd. has its principal offices at 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

Israel GP II, a limited partnership organized under the laws of the Cayman Islands, is the general partner of OrbiMed Israel Partners II, L.P. (“OIP II”), which holds Shares, as described herein. Israel GP II has its principal offices at 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

Israel II Limited, a corporation organized under the laws of the Cayman Islands, is the general partner of Israel GP II. Israel II Limited has its principal offices at 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

The directors and executive officers of Advisors, GP V, GP VI, Genesis, Israel GP Ltd., BioFund, Israel II Limited, and Israel GP II are set forth on Schedules I through VIII, attached hereto. Schedules I through VIII set forth the following information with respect to each such person:

- (i) name;
- (ii) business address;
- (iii) present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted; and
- (iv) citizenship.

(d) – (e) During the last five years, neither the Reporting Persons nor any person named in Schedules I through VIII have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) 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.

Item 3. Source and Amount of Funds or Other Consideration

On and prior to the close of December 10, 2021, Advisors and Genesis GP, pursuant to their authority under the limited partnership agreement of Genesis, as more particularly referred to in Item 6, below, caused Genesis to purchase 214,285 Shares in the Offering.

The source of funds for such purchase was the working capital of Genesis.

Item 4. Purpose of Transaction

The Shares have been acquired by the Reporting Persons for the purpose of making an investment in the Issuer and not with the intention of acquiring control of the Issuer's business on behalf of the OPI V, OPI VI, Genesis, OIP, or OIP II.

The Reporting Persons from time to time intend to review their investment in the Issuer on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's Shares in particular, as well as other developments and other investment opportunities. Based upon such review, the Reporting Persons will take such actions in the future as the Reporting Persons may deem appropriate in light of the circumstances existing from time to time. If the Reporting Persons believe that further investment in the Issuer is attractive, whether because of the market price of the Shares or otherwise, they may acquire Shares or other securities of the Issuer either in the open market or in privately negotiated transactions. Similarly, depending on market and other factors, the Reporting Persons may determine to dispose of some or all of the Shares currently owned by the Reporting Persons or otherwise acquired by the Reporting Persons either in the open market or in privately negotiated transactions.

Except as set forth in this Statement, the Reporting Persons have not formulated any plans or proposals which relate to or would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer, (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries, (c) a sale or transfer of a material amount of the 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 Issuer's capitalization or dividend policy of the Issuer, (f) any other material change in the Issuer's business or corporate structure, (g) any change in the Issuer's charter or bylaws or other instrument corresponding thereto or other action which may impede the acquisition of control of the Issuer by any person, (h) causing a class of the Issuer's securities to be deregistered or 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 Act or (j) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a)-(b) The following assumes that there are 39,142,550 shares of common stock of the Adicet Bio, Inc. (the “Issuer”), as set forth in the Issuer’s 424(b)(5) prospectus filed with the Securities and Exchange Commission on December 9, 2021, which amount includes 937,500 Shares issued and sold by the Issuer to the underwriters pursuant to the underwriters’ option.

As of the date of this filing, the Reporting Persons may be deemed, for purposes of Rule 13d-3 of the Exchange Act, directly or indirectly, including by reason of their mutual affiliation, to be the beneficial owners of the Shares described in Item 6 below. Based upon information contained in the Issuer’s Form 424(b)(5) Prospectus, filed with the SEC on December 9, 2021, such Shares deemed to be indirectly beneficially owned by the Reporting Persons constitutes approximately 19.0% of the issued and outstanding Shares.

Advisors, pursuant to its authority as the managing member of each of GP V, GP VI, and Genesis, the general partners of OPI V, OPI VI, and Genesis, respectively, may be deemed to indirectly beneficially own the Shares held by OPI V, OPI VI, and Genesis. GP V, pursuant to its authority as the general partner of OPI V, may be deemed to indirectly beneficially own the Shares held by OPI V, GP VI, pursuant to its authority as the general partner of OPI VI, may be deemed to indirectly beneficially own the Shares held by OPI VI, and Genesis GP, pursuant to its authority as the general partner of Genesis, may be deemed to indirectly beneficially own the Shares held by Genesis. As a result, Advisors and GP V share the power to direct the vote and to direct the disposition of the Shares held by OPI V, Advisors and GP VI share the power to direct the vote and to direct the disposition of the Shares held by OPI VI, and Advisors and Genesis GP share the power to direct the vote and to direct the dispositions of the Shares held by Genesis. Advisors exercises this investment and voting power through a management committee comprised of Carl L. Gordon (“Gordon”), Sven H. Borho, and W. Carter Neild, each of whom disclaims beneficial ownership of the Shares held by OPI V, OPI VI, and Genesis.

Israel GP Ltd., pursuant to its authority as the general partner of BioFund, the general partner of OIP, may be deemed to indirectly beneficially own the Shares held by OIP. BioFund, pursuant to its authority as the general partners of OIP, may be deemed to indirectly beneficially own the Shares held by OIP. As a result, Israel GP Ltd. and BioFund share the power to direct the vote and to direct the disposition of the Shares held by OIP. Israel GP Ltd. exercises this investment and voting power through a management committee comprised of Gordon, Nissim Darvish, Anat Naschitz, and Erez Chimovits, each of whom disclaims beneficial ownership of the shares held by OIP.

Israel II Limited, pursuant to its authority as the general partner of Israel GP II, the general partner of OIP II, may be deemed to indirectly beneficially own the Shares held by OIP II. Israel GP II, pursuant to its authority as the general partners of OIP II, may be deemed to indirectly beneficially own the Shares held by OIP II. As a result, Israel II Limited and Israel GP II share the power to direct the vote and to direct the disposition of the Shares held by OIP II. Israel II Limited exercises this investment and voting power through a management committee comprised of Gordon, David P. Bonita, Nissim Darvish, Anat Naschitz, and Chimovits, each of whom disclaims beneficial ownership of the shares held by OIP II.

In addition, Advisors, GP V, GP VI, Genesis, Israel GP Ltd., BioFund, Israel II Limited, and Israel GP II, pursuant to their authority under the limited partnership agreements of OPI V, OPI VI, Genesis, OIP, and OIP II, prior to the date of this filing, caused OPI V, OPI VI, OIP, and OIP II to enter into the agreements referred to in Item 6 below.

(c) Other than as reported in this Amendment No. 4, none of the Reporting Persons has effected any transaction during the past sixty (60) days in any Shares.

(d) Not applicable.

(e) Not applicable.

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

In addition to the relationships between the Reporting Persons described in Items 2, 3 and 5 above, GP V is the general partner of OPI V, pursuant to the terms of the limited partnership agreement of OPI V. Advisors is the managing member of GP V, pursuant to the terms of the limited liability company agreement of GP V. Pursuant to these agreements and relationships, Advisors and GP VI have discretionary investment management authority with respect to the assets of OPI V. Such authority includes the power of GP V to vote and otherwise dispose of securities purchased by OPI V. The number of Shares attributable to OPI V is 5,243,259. Advisors and GP V may each be considered to hold indirectly 5,243,259 Shares.

In addition to the relationships between the Reporting Persons described in Items 2, 3 and 5 above, GP VI is the general partner of OPI VI, pursuant to the terms of the limited partnership agreement of OPI VI. Advisors is the managing member of GP VI, pursuant to the terms of the limited liability company agreement of GP VI. Pursuant to these agreements and relationships, Advisors and GP VI have discretionary investment management authority with respect to the assets of OPI VI. Such authority includes the power of GP VI to vote and otherwise dispose of securities purchased by OPI VI. The number of Shares attributable to OPI VI is 690,055. Advisors and GP VI may each be considered to hold indirectly 690,055 Shares.

In addition to the relationships between the Reporting Persons described in Items 2, 3 and 5 above, Genesis GP is the general partner of Genesis, pursuant to the terms of the limited partnership agreement of Genesis. Advisors is the managing member of Genesis GP, pursuant to the terms of the limited liability company agreement of Genesis. Pursuant to these agreements and relationships, Advisors and Genesis GP have discretionary investment management authority with respect to the assets of Genesis. Such authority includes the power of Genesis GP to vote and otherwise dispose of securities purchased by Genesis. The number of Shares attributable to Genesis is 214,285. Advisors and Genesis GP may each be considered to hold indirectly 214,285 Shares.

In addition to the relationships between the Reporting Persons described in Items 2, 3 and 5 above, BioFund is the general partner of OIP, pursuant to the terms of the limited partnership agreement of OIP. Israel GP Ltd. is the general partner of BioFund, pursuant to the terms of the limited partnership agreement of BioFund. Pursuant to these agreements and relationships, Israel GP Ltd. and BioFund have discretionary investment management authority with respect to the assets of OIP. Such authority includes the power of BioFund to vote and otherwise dispose of securities purchased by OIP. The number of Shares attributable to OIP is 902,885. Israel GP Ltd. and BioFund may each be considered to hold indirectly 902,885 Shares.

In addition to the relationships between the Reporting Persons described in Items 2, 3 and 5 above, Israel GP II is the general partner of OIP II, pursuant to the terms of the limited partnership agreement of OIP II. Israel II Limited is the general partner of Israel GP II, pursuant to the terms of the limited partnership agreement of Israel GP II. Pursuant to these agreements and relationships, Israel II Limited and Israel GP II have discretionary investment management authority with respect to the assets of OIP II. Such authority includes the power of Israel GP II to vote and otherwise dispose of securities purchased by OIP II. The number of Shares attributable to OIP II is 396,657. Israel II Limited and Israel GP II may each be considered to hold indirectly 396,657 Shares.

Gordon, a member of Advisors, is a members of the Board of Directors of the Issuer, and, accordingly, the Reporting Persons may have the ability to affect and influence control of the Issuer. From time to time, Gordon may receive additional stock options or other awards of equity-based compensation pursuant to the Issuer's compensation arrangements for non-employee directors. Gordon is obligated to transfer any Shares issued under any such stock options or other awards, or the economic benefit thereof, to the Reporting Persons, which will in turn ensure that such shares or economic benefits are provided to OPI V, OPI VI, OIP, and OIP II.

Lock-Up Agreement

In connection with the Offering, OPI V, OPI VI, OIP, OIP II and Gordon entered into a lock-up agreement (the "Lock-up Agreement") with the Issuer pursuant to which, among other things, each of these stockholders agreed not to, except in limited circumstances (i) directly or indirectly, offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or otherwise dispose of, any Shares, and (ii) establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" with respect to any Shares, or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence of ownership of a Share, whether or not such transaction is to be settled by delivery of Shares, other securities, cash or other consideration, from the date of the final prospectus supplement for the Offering until 90 days from the date of the final prospectus supplement for the Offering.

The foregoing description of the Lock-up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Form of Lock-Up Agreement, a copy of which is filed as Exhibit 2 and incorporated herein by reference.

Item 7. Materials to Be Filed as Exhibits

Exhibit	Description
1.	Joint Filing Agreement between OrbiMed Advisors LLC, OrbiMed Capital GP V LLC, OrbiMed Capital GP VI LLC, OrbiMed Genesis GP LLC, OrbiMed Israel GP Ltd., OrbiMed Israel BioFund GP Limited Partnership, OrbiMed Advisors Israel II Limited, and OrbiMed Israel GP II, L.P.
2.	Form of Lock-Up Agreement.

SIGNATURE

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

Dated: December 14, 2021

OrbiMed Advisors LLC

By: /s/ Carl L. Gordon
Title: Member

OrbiMed Capital GP V LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Capital GP VI LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Genesis GP LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Israel GP Ltd.

By: /s/ Carl L. Gordon
Title: Director

OrbiMed Israel BioFund GP Limited Partnership

By: OrbiMed Israel GP Ltd.
its General Partner

By: /s/ Carl L. Gordon
Title: Director of OrbiMed Israel GP Ltd.

OrbiMed Advisors Israel II Limited

By: /s/ Carl L. Gordon

Title: Director

OrbiMed Israel GP II, L.P.

By: OrbiMed Advisors Israel II Limited
its General Partner

By: /s/ Carl L. Gordon

Title: Director of OrbiMed Advisors Israel II
Limited

Schedule I

The name and present principal occupation of each of the executive officers and directors of OrbiMed Advisors LLC are set forth below. Unless otherwise noted, each of these persons are United States citizens and have as their business address 601 Lexington Avenue, 54th Floor, New York, NY 10022.

Name	Position with Reporting Person	Principal Occupation
Carl L. Gordon	Member	Member OrbiMed Advisors LLC
Sven H. Borho German and Swedish Citizen	Member	Member OrbiMed Advisors LLC
Jonathan T. Silverstein	Member	Member OrbiMed Advisors LLC
W. Carter Neild	Member	Member OrbiMed Advisors LLC
Geoffrey C. Hsu	Member	Member OrbiMed Advisors LLC
C. Scotland Stevens	Member	Member OrbiMed Advisors LLC
David P. Bonita	Member	Member OrbiMed Advisors LLC
Trey Block	Chief Financial Officer	Chief Financial Officer OrbiMed Advisors LLC

Schedule II

The business and operations of OrbiMed Capital GP V LLC are managed by the executive officers and directors of its managing member, OrbiMed Advisors LLC, set forth on Schedule I attached hereto.

Schedule III

The business and operations of OrbiMed Capital GP VI LLC are managed by the executive officers and directors of its managing member, OrbiMed Advisors LLC, set forth on Schedule I attached hereto.

Schedule IV

The business and operations of OrbiMed Gensis GP LLC are managed by the executive officers and directors of its managing member, OrbiMed Advisors LLC, set forth on Schedule I attached hereto.

Schedule V

The names and present principal occupations of each of the executive officers and directors of OrbiMed Israel GP Ltd. are set forth below. Unless otherwise noted, each of these persons is a United States citizen and has a business address of 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

<u>Name</u>	<u>Position with Reporting Person</u>	<u>Principal Occupation</u>
Carl L. Gordon	Director	Director OrbiMed Israel GP Ltd.
David P. Bonita	Director	Director OrbiMed Israel GP Ltd.
Erez Chimovits Israeli Citizen	Director	Director OrbiMed Israel GP Ltd.

Schedule VI

The business and operations of OrbiMed Israel BioFund GP Limited Partnership are managed by the executive officers and directors of its managing member, OrbiMed Israel GP Ltd., set forth on Schedule V attached hereto.

Schedule VII

The names and present principal occupations of each of the executive officers and directors of OrbiMed Advisors Israel II Limited are set forth below. Unless otherwise noted, each of these persons is a United States citizen and has a business address of 89 Medinat Hayehudim St., building E, Herzliya 4614001 Israel.

<u>Name</u>	<u>Position with Reporting Person</u>	<u>Principal Occupation</u>
Carl L. Gordon	Director	Director OrbiMed Advisors Israel II Limited
David P. Bonita	Director	Director OrbiMed Advisors Israel II Limited
Erez Chimovits Israeli Citizen	Director	Director OrbiMed Advisors Israel II Limited

Schedule VIII

The business and operations of OrbiMed Israel GP II, L.P. are managed by the executive officers and directors of its managing member, OrbiMed Advisors Israel II Limited, set forth on Schedule VII attached hereto.

EXHIBIT INDEX

Exhibit	Description
1.	Joint Filing Agreement between OrbiMed Advisors LLC, OrbiMed Capital GP V LLC, OrbiMed Capital GP VI LLC, OrbiMed Genesis GP LLC, OrbiMed Israel GP Ltd., OrbiMed Israel BioFund GP Limited Partnership, OrbiMed Advisors Israel II Limited, and OrbiMed Israel GP II, L.P.
2.	Form of Lock-Up Agreement.

JOINT FILING AGREEMENT

The undersigned hereby agree that the Statement on this amendment to Schedule 13D, dated December 14, 2021 (the "Schedule 13D"), with respect to the Shares of Adicet Bio, Inc. is filed, and all amendments thereto will be filed, on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, and that this Agreement shall be included as an Exhibit to this Schedule 13D. Each of the undersigned agrees to be responsible for the timely filing of the Schedule 13D, and for the completeness and accuracy of the information concerning itself contained therein. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14th day of December, 2021.

OrbiMed Advisors LLC

By: /s/ Carl L. Gordon
Title: Member

OrbiMed Capital GP V LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Capital GP VI LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Genesis GP LLC

By: OrbiMed Advisors LLC
its Managing Member

By: /s/ Carl L. Gordon
Title: Member of OrbiMed Advisors LLC

OrbiMed Israel GP Ltd.

By: /s/ Carl L. Gordon
Title: Director

OrbiMed Israel BioFund GP Limited Partnership

By: OrbiMed Israel GP Ltd.
its General Partner

By: /s/ Carl L. Gordon
Title: Director of OrbiMed Israel GP Ltd.

OrbiMed Advisors Israel II Limited

By: /s/ Carl L. Gordon
Title: Director

OrbiMed Israel GP II, L.P.

By: OrbiMed Advisors Israel II Limited
its General Partner

By: /s/ Carl L. Gordon
Title: Director of OrbiMed Advisors Israel II
Limited

FORM OF LOCK-UP AGREEMENT

December 5, 2021

Jefferies LLC
Guggenheim Securities, LLC

As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Guggenheim Securities, LLC
330 Madison Avenue
New York, New York 10017

RE: Adicet Bio, Inc. (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an owner of shares of common stock, par value \$.0001 per share, of the Company (“**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 (“**Jefferies**”) and Guggenheim Securities, LLC (“**Guggenheim**”) will act as the representatives of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that you 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 agreement. Those definitions are a part of this 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), without the prior written consent of Jefferies and Guggenheim, which may withhold their consent in their 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 you, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to the transfer of Shares or Related Securities:

- a) (i) by gift, (ii) by will or intestate succession, (iii) to a Family Member or (iv) to a trust whose direct or indirect beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- b) by operation of law, including pursuant to a domestic order, divorce settlement, divorce decree, separation agreement or pursuant to an order of a court of competent jurisdiction enforcing such agreement;
- c) to a charitable trust;
- d) to a corporation, limited liability company or partnership wholly owned by the undersigned and/or one or more Family Members;
- e) to the Company as forfeitures to satisfy tax withholding obligations of the undersigned in connection with the vesting or exercise of equity awards by the undersigned existing as of the date of the Prospectus (in each case used herein, as defined in the Underwriting Agreement) and described or incorporated by reference in the Prospectus or pursuant to arrangements under which the Company has the option to repurchase such shares or a right of first refusal with respect to transfer of such shares, provided that (i) any required filing under Section 16 of the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described above and (B) no Related Securities were sold by the reporting person other than such transfers to the Company as described above and (ii) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Lock-Up Period;
- f) pursuant to a “net exercise” or “cashless exercise” (to satisfy exercise price or related withholding obligations) by the undersigned of equity awards existing as of the date of the Prospectus and described or incorporated by reference in the Prospectus, provided that any Shares acquired upon the net exercise or cashless exercise of equity awards described in this clause shall be subject to the restrictions set forth in this agreement, provided that (i) any required filing under Section 16 of the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described above and (B) no Related Securities were sold by the reporting person other than such transfers to the Company as described above and (ii) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Lock-Up Period;
- g) distributions of Related Securities to limited partners, limited liability company members or stockholders of the undersigned;
- h) transactions relating to Related Securities acquired in the Offering or in open market transactions after the closing of the Offering, provided that (i) any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate that the filing relates to the circumstances described above and (ii) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Lock-Up Period;
- i) to the undersigned’s affiliates or to any investment fund or other entity controlled or managed by or on behalf of the undersigned or one or more of its affiliates; and

- j) 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 of any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Related Securities in connection with such transaction, or vote any Related Securities in favor of any 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 agreement.

In any such case, it shall be a condition to such transfer that:

- with respect to any transfer or distribution pursuant to each of the preceding clauses (a) through (d), (g) and (i), (A) any such transfer shall not involve a disposition for value and (B) each transferee or donee executes and delivers to Jefferies and Guggenheim an agreement in form and substance satisfactory to Jefferies and Guggenheim stating that such transferee 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 transferee had been an original signatory hereto); and
- with respect to any transfer or distribution pursuant to each of the preceding clauses (a) through (d), (g) and (i), 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 or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of Shares.

In addition, the restrictions described in this agreement shall not apply to the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act, provided that no transfers occur under such plan during the Lock-Up Period and no public announcement or filing shall be required or voluntarily made by any person in connection therewith other than general disclosure in Company periodic reports to the effect that the Company directors and officers may enter into such trading plans from time to time.

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.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

It is understood that if (i) the Company notifies the Underwriters that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement does not become effective on or prior to February 1, 2022, (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares, or (iv) the closing of the Offering pursuant to the Underwriting Agreement has not occurred by February 1, 2022, the undersigned will be released from its obligations under this Agreement. 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 you.

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.

Signature

/s/ Carl Gordon

Carl Gordon

Printed Name of Person Signing

ORBIMED PRIVATE INVESTMENTS V, LP

By: OrbiMed Capital GP V LLC,
Its General Partner

By: OrbiMed Advisors LLC,
Its Managing Member

By: /s/ Carl Gordon
Name: Carl Gordon
Title: Member

ORBIMED PRIVATE INVESTMENTS VI, LP

By: OrbiMed Capital GP VI LLC,
Its General Partner

By: OrbiMed Advisors LLC,
Its Managing Member

By: /s/ Carl Gordon
Name: Carl Gordon
Title: Member

[Signature Page to Lock-up Agreement]

ORBIMED ISRAEL PARTNERS LIMITED PARTNERSHIP

By: OrbiMed Israel BioFund GP Limited Partnership,
Its General Partner

By: OrbiMed Israel GP Ltd.,
Its General Partner

By: /s/ Carl Gordon
Name: Carl Gordon
Title: Director

ORBIMED ISRAEL PARTNERS II, L.P.

By: OrbiMed Israel GP II, L.P.,
Its General Partner

By: OrbiMed Advisors Israel II Limited,
Its General Partner

By: /s/ Carl Gordon
Name: Carl Gordon
Title: Director

[Signature Page to 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 any relationship by blood, domestic partnership, marriage or adoption not more remote than first cousin, 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 90 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 lock-up agreement.
