
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Seaport Therapeutics, Inc.

(Name of Issuer)

Common stock, par value \$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

**Michael Gosk
c/o General Atlantic Service Company, LP, 55 East 52nd Street, 33rd Floor
New York, NY, 10055
(212) 715-4000**

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

05/04/2026

(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.

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.

Name of reporting person

1

General Atlantic, L.P.

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

4 Source of funds (See Instructions)
OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization
DELAWARE

7 Sole Voting Power
0.00

Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power
6,101,582.00

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
6,101,582.00

11 Aggregate amount beneficially owned by each reporting person
6,101,582.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)
11.5 %

14 Type of Reporting Person (See Instructions)
PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
General Atlantic (SPV) GP, LLC
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization
DELAWARE

7 Sole Voting Power
0.00

8 Shared Voting Power

Each Reporting Person With: 6,101,582.00 Sole Dispositive Power

9 0.00 Shared Dispositive Power

10 6,101,582.00

11 Aggregate amount beneficially owned by each reporting person 6,101,582.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)

14 11.5 % Type of Reporting Person (See Instructions)

OO

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
General Atlantic Partners 100, L.P.
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only

4 Source of funds (See Instructions)
OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization
DELAWARE

7 Sole Voting Power
0.00

Number of Shares Beneficially Owned by Each Reporting Person With: 8 6,101,582.00 Shared Voting Power

9 Sole Dispositive Power
0.00

10 Shared Dispositive Power
6,101,582.00

11 Aggregate amount beneficially owned by each reporting person 6,101,582.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

Percent of class represented by amount in Row (11)
 13 11.5 %
 Type of Reporting Person (See Instructions)
 14 PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
 General Atlantic (SP), L.P.
 Check the appropriate box if a member of a Group (See Instructions)
 2 (a)
 (b)
 3 SEC use only
 Source of funds (See Instructions)
 4 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
 5
 6 Citizenship or place of organization
 DELAWARE
 Sole Voting Power
 7 0.00
 Number of Shares Beneficially Owned by Each Reporting Person With:
 Shared Voting Power
 8 6,101,582.00
 Sole Dispositive Power
 9 0.00
 Shared Dispositive Power
 10 6,101,582.00
 Aggregate amount beneficially owned by each reporting person
 11 6,101,582.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
 12
 Percent of class represented by amount in Row (11)
 13 11.5 %
 Type of Reporting Person (See Instructions)
 14 PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
General Atlantic Partners (Lux) SCSp
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 LUXEMBOURG

7	Sole Voting Power
Number of Shares Beneficially Owned by Each Reporting Person With:	0.00
8	Shared Voting Power
9	6,101,582.00
10	Sole Dispositive Power
	0.00
	Shared Dispositive Power
	6,101,582.00

11 Aggregate amount beneficially owned by each reporting person
6,101,582.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12
Percent of class represented by amount in Row (11)

13 11.5 %
Type of Reporting Person (See Instructions)

14 PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
General Atlantic GenPar, L.P.
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4

5 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

DELAWARE

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With:

8 0.00
 Shared Voting Power

9 6,101,582.00
 Sole Dispositive Power

10 0.00
 Shared Dispositive Power

11 6,101,582.00
 Aggregate amount beneficially owned by each reporting person

12 6,101,582.00
 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)

14 11.5 %
 Type of Reporting Person (See Instructions)

PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person

GAP Coinvestments III, LLC

Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only

4 Source of funds (See Instructions)

5 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person

7 Sole Voting Power

8 0.00
 Shared Voting Power

6,101,582.00

Person With: 9 Sole Dispositive Power
0.00
Shared Dispositive Power
10 6,101,582.00
Aggregate amount beneficially owned by each reporting person
11 6,101,582.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12
Percent of class represented by amount in Row (11)
13 11.5 %
Type of Reporting Person (See Instructions)
14 OO

SCHEDULE 13D

CUSIP No.

Name of reporting person
1 GAP Coinvestments IV, LLC
Check the appropriate box if a member of a Group (See Instructions)
2 (a)
 (b)
3 SEC use only
Source of funds (See Instructions)
4 OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5
Citizenship or place of organization
6 DELAWARE
Sole Voting Power
7 0.00
Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power
6,101,582.00
Sole Dispositive Power
9 0.00
Shared Dispositive Power
10 6,101,582.00
Aggregate amount beneficially owned by each reporting person
11 6,101,582.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12
Percent of class represented by amount in Row (11)
13

11.5 %
Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No.

Name of reporting person

1

GAP Coinvestments V, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

6,101,582.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

6,101,582.00

Aggregate amount beneficially owned by each reporting person

11

6,101,582.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

11.5 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
 GAP Coinvestments CDA, L.P.
 Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
 Source of funds (See Instructions)

4 OO
 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
 Citizenship or place of organization

6 DELAWARE

7 Sole Voting Power
 0.00

Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power
 6,101,582.00

9 Sole Dispositive Power
 0.00

10 Shared Dispositive Power
 6,101,582.00

11 Aggregate amount beneficially owned by each reporting person
 6,101,582.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)
 11.5 %

14 Type of Reporting Person (See Instructions)
 PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
 General Atlantic GenPar (Lux) SCSp
 Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
 Source of funds (See Instructions)

4 OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

Citizenship or place of organization

6 LUXEMBOURG

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With: 8 0.00
 Shared Voting Power
 6,101,582.00

9 Sole Dispositive Power

0.00
 Shared Dispositive Power

10 6,101,582.00

11 Aggregate amount beneficially owned by each reporting person
 6,101,582.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
 Percent of class represented by amount in Row (11)

14 11.5 %
 Type of Reporting Person (See Instructions)

PN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
 General Atlantic (Lux) S.a r.l.
 Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only

4 Source of funds (See Instructions)
 OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization
 LUXEMBOURG

Number of Shares Beneficially Owned by Each Reporting Person With: 7 Sole Voting Power
 0.00
 Shared Voting Power

8 6,101,582.00

9 Sole Dispositive Power

Person
With: 0.00
Shared Dispositive Power
10
6,101,582.00
Aggregate amount beneficially owned by each reporting person
11
6,101,582.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12

Percent of class represented by amount in Row (11)
13
11.5 %
Type of Reporting Person (See Instructions)
14
HC

SCHEDULE 13D

CUSIP No.

Name of reporting person
1
General Atlantic GenPar (Bermuda), L.P.
Check the appropriate box if a member of a Group (See Instructions)
2
 (a)
 (b)
3
SEC use only
Source of funds (See Instructions)
4
OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5

Citizenship or place of organization
6
BERMUDA
Sole Voting Power
7
0.00
Number of
Shares
Beneficially 8
Owned by 6,101,582.00
Each
Reporting 9
Person 0.00
With: Shared Dispositive Power
10
6,101,582.00
Aggregate amount beneficially owned by each reporting person
11
6,101,582.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12

Percent of class represented by amount in Row (11)
13

11.5 %
Type of Reporting Person (See Instructions)

14

PN

SCHEDULE 13D

CUSIP No.

Name of reporting person

1

GAP (Bermuda) L.P.

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

BERMUDA

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

6,101,582.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

6,101,582.00

Aggregate amount beneficially owned by each reporting person

11

6,101,582.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

11.5 %

Type of Reporting Person (See Instructions)

14

PN

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common stock, par value \$0.0001 per share

Name of Issuer:

(b)

Seaport Therapeutics, Inc.

Address of Issuer's Principal Executive Offices:

(c)

101 Seaport Blvd., Floor 12, BOSTON, MASSACHUSETTS , 02210.

Item 1 This Schedule 13D (the "Statement") relates to the beneficial ownership of the Reporting Persons (defined below) of the common stock, par value \$0.0001 per share (the "common stock") of Seaport Therapeutics, Inc. a company incorporated in Delaware (the "Company"), whose principal executive offices are located at 101 Seaport Blvd., Floor 12, Boston, Massachusetts 02210. The Reporting Persons were initially eligible to file a Schedule 13G under Rule 13d-1(d) of the Exchange Act. On May 4, 2026, the Reporting Persons acquired shares of the Company's common stock representing more than two percent of the outstanding shares of common stock during the prior twelve-month period. Therefore, the Reporting Persons are no longer eligible to file a Schedule 13G under Rule 13d-1(d) and are now filing this Statement.

Item 2. Identity and Background

This Statement is being filed by a "group," as defined in Rule 13d-5 of the General Rules and Regulations promulgated under the Exchange Act. The members of the group are: (i) General Atlantic, L.P., a Delaware limited partnership ("GA LP"); (ii) General Atlantic (SPV) GP, LLC, a Delaware limited liability corporation ("GA SPV"); (iii) General Atlantic Partners 100, L.P., a Delaware limited partnership ("GAP 100"); (iv) General Atlantic (SP), L.P., a Delaware limited partnership ("GA SP"); (v) General Atlantic Partners (Lux), SCSp, a Luxembourg special limited partnership ("GAP Lux"); (vi) General Atlantic GenPar, L.P., a Delaware limited partnership ("GA GenPar"); (vii) GAP Coinvestments III, LLC, a Delaware limited liability corporation ("GAPCO III"); (viii) GAP Coinvestments IV, LLC, a Delaware limited liability corporation ("GAPCO IV"); (ix) GAP Coinvestments V, LLC, a Delaware limited liability corporation ("GAPCO V"); (x) GAP Coinvestments CDA, L.P., a Delaware limited partnership ("GAPCO CDA"); (xi) General Atlantic GenPar (Lux), SCSp, a Luxembourg special limited partnership ("GA GenPar Lux"); (xii) General Atlantic (Lux) S.a r.l., a Luxembourg company ("GA Lux"); (xiii) General Atlantic GenPar (Bermuda), L.P., a Bermuda limited partnership ("GenPar Bermuda"); and (xiv) GAP (Bermuda) L.P., a Bermuda limited partnership ("GAP Bermuda"). Each of the foregoing is referred to as a Reporting Person and collectively as the "Reporting Persons." GAP 100 and GAP Lux are collectively referred to as the "GA Funds." GAPCO III, GAPCO IV, GAPCO V and GAPCO CDA are collectively referred to as the "Sponsor Coinvestment Funds." The address of GenPar Bermuda and GAP Bermuda is Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. The address of GAP Lux, GA GenPar Lux and GA Lux is 412F, Route d'Esch, L-1471 Luxembourg. The address of GAP 100, GA SPV, GA GenPar, GA SP and GA LP and each of the Sponsor Coinvestment Funds is c/o General Atlantic Service Company, L.P., 55 East 52nd Street, 33rd Floor, New York, NY 10055. Each of the Reporting Persons is engaged in acquiring, holding and disposing of interests in various companies for investment purposes. The following investment funds share beneficial ownership of the common stock held of record by GA SP: the GA funds and the Sponsor Coinvestment Funds. The general partner of GAP 100 is GA GenPar. GA LP, which is controlled by the Partnership Committee of GASC MGP, LLC (the "Partnership Committee"), is the managing member of GAPCO III, GAPCO IV, and GAPCO V, the general partner of GAPCO CDA and GA GenPar, and is the sole member of GA SPV. The general partner of GA SP is GA SPV. The general partner of GAP Lux is GA GenPar Lux, and the general partner of GA GenPar Lux is GA Lux. The sole shareholder of GA Lux is GenPar Bermuda. GAP Bermuda, which is ultimately controlled by the Partnership Committee, is the general partner of GenPar Bermuda. As of the date hereof, there are six members of the Partnership Committee. Each of the members of the Partnership Committee disclaims ownership of the shares except to the extent that he has a pecuniary interest therein. The information required by General Instruction C to Schedule 13D is attached hereto as Schedule A and is hereby incorporated by reference. The present principal occupation or employment of each of the members of the Partnership Committee is as a managing director of GA LP.

(a)

(b)

See Item 2(a).

(c)

See Item 2(a).

(d)

None of the Reporting Persons and none of the individuals listed on Schedule A have, during the last five years, 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.

(e)

See Item 2(d).

(f)

See Item 2(a).

Item 3. Source and Amount of Funds or Other Consideration

In connection with the closing of the initial public offering (the "IPO") of the Company on May 4, 2026, 10,526,315 shares of Series B convertible preferred stock of the Company held directly by GA SP automatically converted into 3,351,582 shares of common stock of the Company. GA SP purchased 2,750,000 shares of common stock at a price of \$18.00 per share in the IPO. The funds to purchase the shares of common stock were obtained from contributions from the GA Funds and Sponsor Coinvestment Funds.

Item 4. Purpose of Transaction

The Reporting Persons acquired the common stock reported herein for investment purposes. Consistent with such

purposes, the Reporting Persons may engage in communications with, without limitation, one or more shareholders of the Company, management of the Company, one or more members of the board of directors of the Company, and may make suggestions concerning the Company's operations, prospects, business and financial strategies, strategic transactions, assets and liabilities, business and financing alternatives, the composition of the board of directors of the Company and such other matters as the Reporting Persons may deem relevant to their investment in the common stock. The Reporting Persons expect that they will, from time to time, review their investment position in the common stock or the Company and may, depending on the Company's performance and other market conditions, increase or decrease their investment position in the common stock. The Reporting Persons may, from time to time, make additional purchases of common stock either in the open market or in privately-negotiated transactions, depending upon the Reporting Persons' evaluation of the Company's business, prospects and financial condition, the market for the common stock, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Depending upon the factors noted above, the Reporting Persons may also decide to hold or dispose of all or part of their investments in the common stock and/or enter into derivative transactions with institutional counterparties with respect to the Company's securities, including the common stock. Except as set forth in this Item 4 or Item 6 below, the Reporting Persons have no present plans or proposals that relate to, or that would result in, any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Exchange Act.

Item 5. Interest in Securities of the Issuer

The percentages used herein are calculated based upon on an aggregate of 53,027,817 shares of common stock reported by the Company to be outstanding as of May 4, 2026 as reflected in the Company's prospectus filed under Rule 424(b)(4) filed with the U.S. Securities and Exchange Commission (the "SEC") on May 1, 2026. By virtue of the fact that (i) the GA Funds and the Sponsor Coinvestment Funds contributed the capital to fund the purchases, and share beneficial ownership of, the common stock held of record by GA SP, (ii) the general partner of GA SP is GA SPV, (iii) the general partner of GAP Lux is GA GenPar Lux, and the general partner of GA GenPar Lux is GA Lux., (iv) the sole shareholder of GA Lux is GenPar Bermuda, (v) GAP Lux has appointed Carne Global Fund Management (Luxembourg) S.A. (the "AIFM") as the alternative investment fund manager of GAP Lux pursuant to an alternative investment fund management agreement to undertake all functions required of an external alternative investment fund manager under the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended from time to time and GAP Lux has also entered into a delegated portfolio management and distribution agreement with the AIFM and GASC MGP, LLC ("GASC") in order to appoint GASC to act as the portfolio manager of GAP Lux, (vi) the general partner of GAP 100 is GA GenPar, and the general partner of GA GenPar is GA LP, (vii) GA LP, which is controlled by the Partnership Committee, is the managing member of GAPCO III, GAPCO IV, and GAPCO V, the general partner of GAPCO CDA, and is the sole member of GA SPV, (viii) GAP Bermuda, which is ultimately controlled by the Partnership Committee, is the general partner of GenPar Bermuda and (ix) GASC, with respect to GAP Lux, is controlled by the Partnership Committee, the Reporting Persons may be deemed to have the power to vote and direct the disposition of the common stock owned of record by GA SP. As a result, as of the date hereof, each of the Reporting Persons may be deemed to beneficially own the shares of common stock indicated on row (11) on such Reporting Person's cover page included herein.

(a) Each of the Reporting Persons has the shared power to vote or direct the vote and the shared power to dispose or to direct the disposition of the shares of common stock indicated on row (8) on such Reporting Person's cover page that may be deemed to be beneficially owned by each of them.

(b) Except as set forth in Item 3, or otherwise herein, to the knowledge of the Reporting Persons with respect to the persons named in response to Item 5(a), none of the persons named in response to Item 5(a) has effected any transactions during the past 60 days.

(c) No person other than the persons listed is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities owned by any member of the group.

(d) Not applicable.

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

Please see Item 5(a), which is hereby incorporated by reference. The GA Funds, the Sponsor Coinvestment Funds and the members of the Partnership Committee may, from time to time, consult among themselves and coordinate the voting and disposition of shares of common stock held of record by GA SP as well as such other action taken on behalf of the Reporting Persons with respect to the common stock held by the Reporting Persons as they deem to be in the collective interest of the Reporting Persons. The Reporting Persons entered into a Joint Filing Agreement on May 11, 2026 (the "Joint Filing Agreement"), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Exchange Act. A copy of the Joint Filing Agreement is attached hereto as Exhibit 1. Pursuant to that certain Amended and Restated Investors' Rights Agreement (the "Investors' Rights Agreement"), dated October 18, 2024, by and among the Company, GA SP and the other shareholders of the Company named therein, the Reporting Persons are entitled to certain customary demand registration and piggyback registration rights, in each case subject to the terms and conditions of the Investors' Rights Agreement. The Investors' Rights Agreement terminated upon the closing of the IPO, except for certain registration rights granted thereunder which shall terminate in accordance with the terms of the Investors' Rights Agreement. The foregoing description of the Investors' Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Investors' Rights Agreement. The Investors' Rights Agreement is filed as Exhibit 2, and is incorporated herein by reference. In addition, GA SP entered into a customary lock-up agreement with the underwriters in the IPO (the "Lock-Up Agreement"), pursuant to which it agreed, subject to specified exceptions, not to directly or indirectly (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase

any option or contract to sell, lend or otherwise transfer or dispose of any shares of common stock, or any options or warrants to purchase any shares of common stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of common stock (such shares of common stock, options, rights, warrants or other securities, collectively, "Lock-Up Securities"), (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, or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, 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, (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clause (i), (ii) or (iii) above, for a period commencing on April 30, 2026 and ending 180 days after May 1, 2026, the date of the final prospectus with respect to the IPO. GA SP may, however, transfer any of the securities to any affiliate, provided that such affiliate is bound by the balance of the lock-up period. The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the Lock-Up Agreement. A copy of the Lock-Up Agreement is attached hereto as Exhibit 3, and is incorporated herein by reference. Except as described above, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons or, to the best of their knowledge, any of the persons named in Schedule A hereto and any other person with respect to any securities of the Company, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1: Agreement relating to the filing of the joint acquisition statements as required by Rule 13d-1(k)(1) under the Exchange Act. Exhibit 2: Amended and Restated Investors' Rights Agreement, by and among the Company, General Atlantic (SP), L.P. and certain other shareholders of the Company named therein dated October 18, 2024 (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-1 (Registration No. 333-294976) filed with the Securities and Exchange Commission on April 10, 2026). <https://www.sec.gov/Archives/edgar/data/2042347/000119312526151211/d73463dex42.htm> Exhibit 3: Lock-Up Agreement between the Representatives named therein and General Atlantic (SP), L.P., dated as of April 30, 2026.

SIGNATURE

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

General Atlantic, L.P.

Signature: /s/ Michael Gosk
Name/Title: Michael Gosk, Managing Director
Date: 05/11/2026

General Atlantic (SPV) GP, LLC

Signature: /s/ Michael Gosk
Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its sole member
Date: 05/11/2026

General Atlantic Partners 100, L.P.

Signature: /s/ Michael Gosk
Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., the general partner of General Atlantic GenPar, L.P., its general partner
Date: 05/11/2026

General Atlantic (SP), L.P.

Signature: /s/ Michael Gosk
Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., the sole member of General Atlantic (SPV) GP, LLC, its general partner
Date: 05/11/2026

General Atlantic Partners (Lux) SCSp

Signature: /s/ Ingrid van der Hoorn

Name/Title: Ingrid van der Hoorn, Manager A of General Atlantic (Lux) S.a r.l., the general partner of General Atlantic GenPar (Lux) SCSp, its general partner

Date: 05/11/2026

Signature: /s/ William Blackwell

Name/Title: William Blackwell, Manager B of General Atlantic (Lux) S.a r.l., the general partner of General Atlantic GenPar (Lux) SCSp, its general partner

Date: 05/11/2026

General Atlantic GenPar, L.P.

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its general partner

Date: 05/11/2026

GAP Coinvestments III, LLC

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its managing member

Date: 05/11/2026

GAP Coinvestments IV, LLC

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its managing member

Date: 05/11/2026

GAP Coinvestments V, LLC

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its managing member

Date: 05/11/2026

GAP Coinvestments CDA, L.P.

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of General Atlantic, L.P., its general partner

Date: 05/11/2026

General Atlantic GenPar (Lux) SCSp

Signature: /s/ Ingrid van der Hoorn

Name/Title: Ingrid van der Hoorn, Manager A of General Atlantic (Lux) S.a r.l., its general partner

Date: 05/11/2026

Signature: /s/ William Blackwell

Name/Title: William Blackwell, Manager B of General Atlantic (Lux) S.a r.l., its general partner

Date: 05/11/2026

General Atlantic (Lux) S.a r.l.

Signature: /s/ Ingrid van der Hoorn

Name/Title: Ingrid van der Hoorn, Manager A

Date: 05/11/2026

Signature: /s/ William Blackwell

Name/Title: William Blackwell, Manager B

Date: 05/11/2026

General Atlantic GenPar (Bermuda), L.P.

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of GAP
(Bermuda) GP Limited, the general partner of
GAP (Bermuda) L.P., its general partner

Date: 05/11/2026

GAP (Bermuda) L.P.

Signature: /s/ Michael Gosk

Name/Title: Michael Gosk, Managing Director of GAP
(Bermuda) GP Limited, its general partner

Date: 05/11/2026

SCHEDULE A*Members of the Partnership Committee (as of the date hereof)*

Name	Address	Citizenship
William E. Ford (Chief Executive Officer)	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Torbjorn Caesar	Royal Park, 29, Avenue de la Porte-Neuve L-2227 Luxembourg	Sweden and United Kingdom
Gabriel Caillaux	23 Savile Row London W1S 2ET United Kingdom	France
Martin Escobari	55 East 52nd Street 33rd Floor New York, New York 10055	Bolivia and Brazil
David Hodgson	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Christopher Lanning	55 East 52nd Street 33rd Floor New York, New York 10055	United States

**JOINT ACQUISITION STATEMENT
PURSUANT TO RULE 13D-1(k)(1)**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him, her or it contained herein, but shall not be responsible for the completeness and accuracy of the information concerning the other entities or persons, except to the extent that he, she or it knows or has reason to believe that such information is accurate.

Dated as of May 11, 2026

GENERAL ATLANTIC, L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC (SPV) GP, LLC

By: GENERAL ATLANTIC, L.P., its sole member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC PARTNERS 100, L.P.

By: GENERAL ATLANTIC GENPAR, L.P., its general partner

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC (SP), L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: GENERAL ATLANTIC, L.P., its sole member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC PARTNERS (LUX), SCSp

By: GENERAL ATLANTIC (LUX)
S.À R.L., its general partner

By: GENERAL ATLANTIC GenPar
(Lux) SCSp, its general partner

By: /s/ Ingrid van der Hoorn
Name: Ingrid van der Hoorn
Title: Manager A

By: /s/ William Blackwell
Name: William Blackwell
Title: Manager B

GENERAL ATLANTIC GENPAR, L.P.

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP COINVESTMENTS III, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP COINVESTMENTS IV, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP COINVESTMENTS V, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP COINVESTMENTS CDA, L.P.

By: GENERAL ATLANTIC, L.P., its sole member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC GENPAR (LUX) SCSp

By: GENERAL ATLANTIC (LUX)
S.À R.L., its general partner

By: /s/ Ingrid van der Hoorn
Name: Ingrid van der Hoorn
Title: Manager A

By: /s/ William Blackwell
Name: William Blackwell
Title: Manager B

GENERAL ATLANTIC (LUX), S.A R.L.

By: /s/ Ingrid van der Hoorn
Name: Ingrid van der Hoorn
Title: Manager A

By: /s/ William Blackwell
Name: William Blackwell
Title: Manager B

GENERAL ATLANTIC GENPAR (BERMUDA), L.P.

By: GAP (BERMUDA), L.P., its general partner

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP (BERMUDA) L.P.

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Seaport Therapeutics, Inc.**Lock-Up Agreement****April 30, 2026**

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC
Leerink Partners LLC

As Representatives of the several Underwriters
named in Schedule I to the Underwriting Agreement

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

c/o J.P. Morgan Securities LLC
270 Park Avenue
New York, NY 10017

c/o Leerink Partners LLC
1301 Avenue of the Americas, 12th Floor
New York, NY 10019

Re: Seaport Therapeutics, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, 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 Seaport Therapeutics, Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of shares (the "Shares") of the common stock, par value \$0.0001 per share, of the Company (the "Common Stock") pursuant to a Registration Statement on Form S-1 (the "Registration Statement") 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 of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such shares of Common Stock, options, rights, warrants or other securities, collectively, "Lock-Up Securities"), including without limitation any such Lock-Up Securities now owned or hereafter acquired by the undersigned, (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 Lock-Up Securities, 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"), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clause (i), (ii) or (iii) 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 reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period.

Notwithstanding the foregoing, the undersigned may:

- (a) transfer the undersigned's Lock-Up Securities (i) as one or more *bona fide* gifts or charitable contributions, or for *bona fide* estate planning purposes, (ii) upon death by will, testamentary document or intestate succession, (iii) if the undersigned is a natural person, to any member of the undersigned's immediate family (for purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin) or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned or, if the undersigned is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust, (iv) to a corporation, partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a)(i) through (iv) above, (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is a controlled subsidiary or an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity which fund or entity is controlled or managed by the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a disposition, transfer or distribution by the undersigned to its stockholders, partners, members or other equityholders or to the estate of any such stockholders, partners, members or other equityholders, (vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement, (viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee, (ix) if the undersigned is not an officer or director of the Company, in connection with a sale of the undersigned's shares of Common Stock acquired (A) from the Underwriters in the Public Offering or (B) in open market transactions after the closing date of the Public Offering (the "Closing Date"), (x) to the Company in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise) that are scheduled to expire or automatically vest during the Lock-Up Period, including any transfer to the Company for
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the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or other rights, or in connection with the conversion of convertible securities, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan, or pursuant to the terms of convertible securities, each as described in the Registration Statement, the preliminary prospectus relating to the Shares included in the Registration Statement immediately prior to the time the Underwriting Agreement is executed and the Prospectus, provided that any securities received upon such vesting, settlement, exercise or conversion shall be subject to the terms of this Lock-Up Agreement, (xi) in connection with the pledge, hypothecation or other granting of a security interest in the Lock-Up Securities to one or more unaffiliated commercial banks or regulated financial lending institutions (each, a "Lender") as collateral for bona fide loans, security for any loan, advance or, extension of credit; provided that (A) no such pledge shall transfer any voting, dispositive, or economic rights during the Lock-Up Period, (B) as a condition to any such pledge, each Lender shall agree in writing to be bound by the transfer restrictions applicable to the Lock-Up Securities, (C) each applicable Lender shall, upon any foreclosure, acceptance of collateral, enforcement of remedies, or other realization upon the pledged securities (however denominated), sign and deliver a lock-up agreement substantially in the form of this Lock-Up Agreement and (D) the undersigned shall provide prompt written notice to the Underwriters of such pledge; or (xii) with the prior written consent of Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC (the "Lock-Up Release Parties") on behalf of the Underwriters; provided, that, in the case of clause (xii), the Lock-Up Release Parties shall provide immediate notice to the Company of any request for or intention to grant such consent and shall obtain the explicit, written consent of the Company prior to granting any such consent or other release or waiver from any of the terms of this agreement; provided, further, that the consent of the Company provided in response to a request pursuant to this clause (xii) with respect to any one stockholder shall be deemed consent by the Company to the consent, release or waiver of all stockholders, with respect to the same subject matter for which the consent was granted for such stockholder pursuant to this clause (xii) who are subject to such consent, release or waiver by the Lock-Up Release Parties pursuant to this clause (xii); provided, further, that (A) in the case of clauses (a)(i), (ii), (iii), (iv), (v) and (vi) above, such transfer or distribution shall not involve a disposition for value, (B) in the case of clauses (a)(i), (ii), (iii), (iv), (v), (vi) and (vii) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, shall sign and deliver a lock-up agreement in the form of this Lock-Up Agreement, (C) in the case of clauses (a)(ii), (iii), (iv), (v) and (vi) above, no filing by any party (including, without limitation, any donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public filing, report or announcement reporting a reduction in beneficial ownership of Lock-Up Securities shall be required or shall be voluntarily made in connection with such transfer or distribution, and (D) in the case of clauses (a)(i), (vii), (viii), (ix) and (xi) above, no filing under the Exchange Act or other public filing, report or announcement shall be voluntarily made, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto (A) the circumstances of such transfer or distribution and (B) in the case of a transfer or distribution pursuant to clauses (a)(i) or (vii) above, that the donee, devisee, transferee or distributee has agreed to be bound by a lock-up agreement in the form of this Lock-Up Agreement;

- (b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of the undersigned's Lock-Up Securities, if then permitted by the Company, provided that none of the securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-Up Period and no public announcement, report or filing under the Exchange Act, or any other public filing, report or announcement, shall be voluntarily made regarding the establishment of such plan during the Lock-Up Period, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto that none of the securities subject to such plan may be transferred, sold or otherwise disposed of pursuant to such plan until after the expiration of the Lock-Up Period;
- (c) (i) transfer the undersigned's Lock-Up Securities pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)) and (ii) enter into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Stock or such other securities in connection with a transaction described in clause (i) above; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Lock-Up Agreement;
- (d) transfer the undersigned's Lock-Up Securities to the Company pursuant to an agreement under which the Company has the option to repurchase shares or a right of first refusal with respect to transfer of such shares, provided that no filing under the Exchange Act or other public filing, report or announcement shall be voluntarily made, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the circumstances of such transfer or distribution; and
- (e) convert outstanding preferred stock of the Company into shares of Common Stock, provided that any such shares received upon such conversion shall remain subject to the provisions of this Lock-Up Agreement.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the Public Offering.

In the event that, during the Lock-Up Period, the Lock-Up Release Parties release or waive, in full or in part, any prohibition set forth in this Lock-Up Agreement or any similar lock-up agreement (including for, the avoidance of doubt, pursuant to clause (a)(xii)) in respect of securities held by any officer, director or Significant Holder (as defined below) (a "Triggering Release"), the same percentage of securities of the undersigned subject to this Lock-Up Agreement as the percentage of securities being released in the Triggering Release represents with respect to the securities held directly or indirectly by such Significant Holder (calculated as a percentage of the total outstanding

securities subject to this Lock-Up Agreement held directly or indirectly by such Significant Holder) at the time of the request of the Triggering Release shall be automatically and concurrently released from this Lock-Up Agreement upon the same terms and conditions. For the purposes of the foregoing, a "Significant Holder" shall mean any person or entity that beneficially owns 1% or more of the total outstanding shares of Common Stock (calculated on an as-converted, fully-diluted basis as of the date of the Prospectus). In the event of a Triggering Release, the Lock-Up Release Parties and the Company shall use commercially reasonable efforts to notify each of the undersigned within two (2) business days of the occurrence of such Triggering Release (provided that the failure to provide such notice shall not give rise to any claim or liability against the Lock-Up Release Parties or the Company). Notwithstanding the foregoing, the provisions of this paragraph will not apply (i) if the Triggering Release (together with all prior Triggering Releases) is effected with respect to up to an aggregate of less than 1% of the outstanding shares of Common Stock (calculated on an as-converted, fully-diluted basis as of the date of the Prospectus); (ii) if the Triggering Release is effected solely to permit a transfer not involving a disposition for value and the transferee agrees in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of transfer; or (iii) if the Triggering Release is effected for the purpose of allowing the Triggering Shareholder to sell the Lock-Up Securities as part of an underwritten public offering, whether or not such offering is wholly or partially a secondary offering of the Company's securities (an "Underwritten Sale"), provided that each of the undersigned is offered the opportunity to participate on a pro rata basis in such Underwritten Sale and on pricing terms that are no less favorable than the terms of such Underwritten Sale; and in the event the Underwriters make the determination to cut back the number of securities to be sold by stockholders in such Underwritten Sale, such cut back shall be applied to each of the undersigned on a basis consistent with all stockholders. For the avoidance of doubt, except as described in clause (a)(xi), none of the permitted Transfers listed above will be a Triggering Release. For purposes of determining record or beneficial ownership of a stockholder, all shares of Common Stock held by investment funds affiliated with such stockholder shall be aggregated.

If the undersigned is an officer or director of the Company, (i) each of the Lock-Up Release Parties agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, each of the Lock-Up Release Parties will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service (or such other method approved by the Lock-Up Release Parties that satisfies the requirements of FINRA Rule 5131(d)(2)) at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Lock-Up Release Parties hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration or that is to an immediate family member as defined in FINRA Rule 5130(i)(5) and (ii) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned now has, and through the Closing Date will have, good and marketable title to the undersigned's Lock-Up Securities, free and clear of all liens, encumbrances and claims, other than under applicable securities laws. 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 Lock-Up Securities except in compliance with the foregoing restrictions.

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 further acknowledges and agrees that, although the Underwriters may have provided or hereafter provide to the undersigned in connection with the Public Offering a Form CRS and/or certain other disclosures as contemplated by Regulation Best Interest, the Underwriters have not made and are not making a recommendation to the undersigned to enter into this Lock-Up Agreement or to transfer, sell or dispose of, or to refrain from transferring, selling or disposing of, any shares of Common Stock, and nothing set forth in such disclosures or herein is intended to suggest that any Underwriter is making such a recommendation.

This Lock-Up Agreement shall automatically terminate and the undersigned shall be released from all of his, her or its obligations hereunder upon the earlier of (i) the date on which the Registration Statement filed with the SEC with respect to the Public Offering is withdrawn, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the Underwriters' option thereunder to purchase additional Shares), (iii) the date on which the Company notifies the Representatives, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Public Offering and (iv) June 30, 2026, in the event that the Underwriting Agreement has not been executed by such date (provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date by a period of up to an additional 90 days).

Notwithstanding anything herein to the contrary, Goldman Sachs & Co. LLC and its affiliates, other than the undersigned, may engage in brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, principal investing and other similar activities conducted in the ordinary course of their affiliates' business.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. This Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print full name)

IF AN ENTITY:

GENERAL ATLANTIC (SP), L.P.

By: /s/ Gordon Cruess
Name: Gordon Cruess
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.
55 East 52nd Street, 33rd Floor New York, New York 10055
Attn: Gordon Cruess
Email: gcruess@generalatlantic.com

[Signature Page to Lock-Up Agreement]
