Registration No. 333-208598
Registration No. 333-221480
Registration No. 333-228308
Registration No. 333-233054
Registration No. 333-234519
Registration No. 333-243491
Registration No. 333-243515
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Registration No. 333-260948
Registration No. 333-268286
Registration No. 333-275420
Registration No. 333-275421
Registration No. 333-283123
Registration No. 333-283125
Registration No. 333-291408
Registration No. 333-291409

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

POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-8 REGISTRATION STATEMENT NO. 333-208598
POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-8 REGISTRATION STATEMENT NO. 333-221480
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POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-8 REGISTRATION STATEMENT NO. 333-291408
POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-8 REGISTRATION STATEMENT NO. 333-291409
UNDER THE SECURITIES ACT OF 1933

WAVE LIFE SCIENCES, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**42-2115035**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

733 Concord Avenue
Cambridge, MA 02138
(Address of Principal Executive Offices) (Zip Code)

Wave Life Sciences Ltd. 2014 Equity Incentive Plan, as amended
Wave Life Sciences Ltd. 2019 Employee Share Purchase Plan, as amended
Non-Qualified Share Option Agreement dated May 15, 2020
Non-Qualified Share Option Agreement dated December 1, 2020
Restricted Share Unit Agreement dated December 1, 2020
Wave Life Sciences Ltd. 2021 Equity Incentive Plan, as amended
Inducement Non-qualified Share Option Agreement dated May 8, 2024
Inducement Restricted Share Unit Agreement dated May 8, 2024
Inducement Non-qualified Share Option Agreement dated May 27, 2025
(Full Title of the Plans)

The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
(800) 677-3394
(Name and Address of Agent for Service) (Telephone Number, including Area Code, of Agent for Service)

With copies to:

Mark Bekheit	**Linda Rockett, Esq.**
Drew Capurro	**Senior Vice President, General Counsel**
Lauren Lefcoe	**Wave Life Sciences, Ltd.**
Latham & Watkins LLP	**c/o 733 Concord Avenue**
801 Jefferson Avenue, Suite 300	**Cambridge, MA 02138**
Redwood City, CA 94063	**(617) 949-2900**
(650) 328-4600	

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

This Post-Effective Amendment is being filed pursuant to Rule 414 under the Securities Act of 1933, as amended (the "Securities Act"), by Wave Life Sciences, Inc., a Delaware corporation ("Wave-Delaware" or the "Registrant"), as successor issuer to Wave Life Sciences, Ltd., a public company limited by shares incorporated under the laws of the Republic of Singapore ("Wave-Singapore"). On August 7, 2026, Wave-Singapore completed a court-sanctioned scheme of arrangement (the "Scheme of Arrangement"), as part of Wave-Singapore's previously announced intention to redomicile to the United States (the "Redomiciliation"). Pursuant to the Scheme of Arrangement, among other things, all issued ordinary shares in the capital of Wave-Singapore as of immediately prior to the effective time of the Scheme of Arrangement were exchanged on a one-for-one basis for newly issued shares of common stock of Wave-Delaware. As a result of the Redomiciliation, Wave-Singapore is now a subsidiary of Wave-Delaware, and Wave-Delaware is the successor issuer to Wave-Singapore.

In connection with the Redomiciliation, Wave-Delaware assumed Wave-Singapore's existing obligations in connection with awards granted under Wave-Singapore's equity incentive plans, assumed and amended and restated such plans and amended such awards as necessary to provide for the issuance of shares of Wave-Delaware common stock rather than the ordinary shares of Wave-Singapore upon the exercise or vesting of awards or purchase of shares. This Post-Effective Amendment pertains to the adoption by Wave-Delaware of the following registration statements on Form S-8 (collectively, the "Registration Statements"): (i) Registration No. 333-208598, (ii) Registration No. 333-221480, (iii) Registration No. 333-228308, (iv) Registration No. 333-233054, (v) Registration No. 333-234519, (vi) Registration No. 333-243491, (vii) Registration No. 333-243515, (viii) Registration No. 333-259196, (ix) Registration No. 333-260948, (x) Registration No. 333-268286, (xi) Registration No. 333-275420, (xii) Registration No. 333-275421, (xiii) Registration No. 333-283123, (xiv) Registration No. 333-283125, (xv) Registration No. 333-291408 and (xvi) Registration No. 333-291409. Wave-Delaware hereby expressly adopts each Registration Statement as its own registration statement for all purposes of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Post-Effective Amendment constitutes Post-Effective Amendment No. 1 to each of the Registration Statements.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Post-Effective Amendment (by incorporation by reference or otherwise) in accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "SEC"). The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Post-Effective Amendment as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Wave-Delaware hereby incorporates by reference the following documents previously filed with the SEC (only to the extent "filed" and not "furnished" in accordance with SEC rules):

(a) Annual Report of Wave-Singapore on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on February 26, 2026, as amended on April 30, 2026;

(b) Quarterly Reports of Wave-Singapore on Form 10-Q for the fiscal quarter ended March 31, 2026, filed with the SEC on April 28, 2026, and for the fiscal quarter ended June 30, 2026, filed with the SEC on July 30, 2026;

(c) Wave-Singapore's Current Reports on Form 8-K filed with the SEC on February 2, 2026, March 26, 2026 (other than Item 7.01 and Exhibit 99.1), April 15, 2026, April 21, 2026, May 18, 2026 (other than Item 7.01 and Exhibit 99.1) and June 26, 2026;

(d) Wave-Delaware's Current Report on Form 8-K filed with the SEC on August 7, 2026 (other than Item 7.01 and Exhibit 99.1); and

(e) The description of Wave-Delaware's common stock that is contained in Wave-Delaware's Current Report on Form 8-K filed with the SEC on August 7, 2026 pursuant to Rule 12g-3(a) promulgated under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All reports that Wave-Delaware subsequently files pursuant to Sections 13(a) and 13(c), 14 and 15(d) of the Exchange Act, on or after the date of this Post-Effective Amendment and prior to the filing of a post-effective amendment to this Post-Effective Amendment, which indicate that all securities offered hereunder have been sold or which deregister all such securities then remaining unsold, shall be deemed to be incorporated by reference in this Post-Effective Amendment and to be a part hereof from the date of filing of such reports and documents. Unless expressly incorporated in this Post-Effective Amendment, a report furnished on Form 8-K shall not be incorporated by reference into this Post-Effective Amendment.

Any statement contained herein or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Post-Effective Amendment to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Post-Effective Amendment.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under Section 145 of the General Corporation Law of the State of Delaware (the "DGCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. In the case of an action brought by or in the right of a corporation, the corporation may indemnify any person who was or is a party or is threatened to be made a party to any such threatened, pending or completed action by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent the appropriate court finds that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

The Wave-Delaware amended and restated bylaws provide that its directors and officers will be indemnified by Wave-Delaware to the fullest extent authorized by the DGCL as it presently exists or may hereafter be amended, against all liability and loss suffered and expenses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative which such director or officer was, is made, or is threatened to be made a party to by reason of the fact of their service as a director or officer on behalf of the corporation.

As permitted by Section 102(b)(7) of the DGCL, the Wave-Delaware amended and restated certificate of incorporation provides that a director or officer of Wave-Delaware shall not be personally liable to Wave-Delaware or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended.

Wave-Delaware has also entered into certain indemnification agreements with its directors and executive officers. The indemnification agreements provide Wave-Delaware's directors and executive officers with further indemnification, to the maximum extent permitted by the DGCL.

As permitted by Section 145(g) of the DGCL, Wave-Delaware also maintains a directors' and officers' insurance policy that insures the directors and officers of Wave-Delaware against liability asserted against such persons in such capacity whether or not such directors or officers have the right to indemnification pursuant to the Wave-Delaware certificate of incorporation, bylaws or otherwise.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

EXHIBIT INDEX

Exhibit Number	Exhibit Description
4.1(1)	Amended and Restated Certificate of Incorporation of Wave Life Sciences, Inc.
4.2(2)	Amended and Restated Bylaws of Wave Life Sciences, Inc.
4.3(3)	Investors' Rights Agreement by and among the Registrant and certain of its shareholders, dated as of August 14, 2015.
4.4(4)	Amendment No. 1 to Investors' Rights Agreement by and among the Registrant and certain of its shareholders, dated as of November 8, 2018.
4.5(5)*	Share Purchase Agreement by and between the Registrant and C.P. Pharmaceuticals International C.V., dated as of May 5, 2016.
4.6(6)	Share Purchase Agreement by and between the Registrant and Glaxo Group Limited, dated as of December 13, 2022.
4.7(7)	Investor Agreement by and between the Registrant and Glaxo Group Limited, dated as of January 26, 2023.
5.1	Opinion of Latham & Watkins LLP as to the legality of the securities being registered.
23.1	Consent of Latham & Watkins LLP (included in Exhibit 5.1).
23.2	Consent of KPMG LLP, independent registered public accounting firm.
24.1	Powers of Attorney (included on signature page).
99.1.1 (8)	Wave Life Sciences Ltd. 2014 Equity Incentive Plan, as amended.
99.2.1 (9)	Wave Life Sciences, Inc. Amended and Restated 2021 Equity Incentive Plan, effective as of August 7, 2026.
99.2.2 (10)	Wave Life Sciences Ltd. 2021 Equity Plan, as amended, effective August 5, 2025.
99.3.1 (11)	Amended and Restated Wave Life Sciences Inc. 2019 Employee Stock Purchase Plan, effective as of August 7, 2026.
99.3.2 (12)	Wave Life Sciences Ltd. 2019 Employee Share Purchase Plan, as amended, effective as of August 1, 2023.
99.4.1	Form of Non-qualified Stock Option Agreement under the Amended and Restated 2021 Equity Incentive Plan.
99.4.2 (13)	Form of Non-qualified Share Option Agreement under the 2014 Equity Plan, effective as of September 20, 2016.
99.4.3 (14)	Form of Non-qualified Share Option Agreement under the 2014 Equity Plan, effective as of January 1, 2018.
99.4.4 (15)	Form of Non-qualified Share Option Agreement under the 2021 Equity Plan, effective as August 10, 2021.

99.5.1 (16)	Form of Incentive Share Option Agreement under the 2014 Equity Plan, effective as of December 2014.
99.5.2 (17)	Form of Incentive Share Option Agreement under the 2014 Equity Plan, effective as of September 20, 2016.
99.6.1	Form of Restricted Stock Unit Agreement under the Amended and Restated 2021 Equity Incentive Plan.
99.6.2 (18)	Form of Restricted Share Unit Agreement under the 2014 Equity Plan, effective as of June 16, 2016.
99.6.3 (19)	Form of Restricted Share Unit Agreement under the 2014 Equity Plan, effective as of January 1, 2018.
99.6.4 (20)	Form of Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of January 1, 2019.
99.6.5 (21)	Form of Restricted Share Unit Agreement under the 2021 Equity Plan, effective as of August 10, 2021.
99.6.5 (22)	Form of Amended and Restated 2019 Performance-Based Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of March 17, 2021.
99.6.7 (23)	Form of 2021 Performance-Based Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of March 17, 2021.
99.7.1	Form of Non-qualified Stock Option Agreement for UK Participants under the Amended and Restated 2021 Equity Incentive Plan.
99.7.2	Form of Restricted Stock Unit Agreement for UK Participants under the Amended and Restated 2021 Equity Incentive Plan.
99.7.3 (24)	Form of Non-qualified Share Option Agreement for UK Participants under the 2014 Equity Plan, effective as of June 21, 2017.
99.7.4 (25)	Form of Non-qualified Share Option Agreement for UK Participants under the 2014 Equity Plan, effective as of January 1, 2018.
99.7.5 (26)	Form of Non-qualified Share Option Agreement for UK Participants under the 2021 Equity Plan, effective as of August 10, 2021.
99.7.6 (27)	Form of Restricted Share Unit Agreement for UK Participants under the 2021 Equity Plan, effective as of August 10, 2021.
99.8.1 (28)	Amendment to the Wave Life Sciences, Inc. Nasdaq Inducement Restricted Stock Unit Award Grant Notice and Nasdaq Inducement Restricted Stock Unit Agreement, effective as of August 7, 2026.
99.8.2 (29)	Amendment to the Wave Life Sciences, Inc. Nasdaq Inducement Nonqualified Stock Option Grant Notice and Nasdaq Inducement Non-qualified Stock Option Agreement, effective as of August 7, 2026.
99.8.3 (30)	Form of Inducement Non-qualified Share Option Agreement, effective May 2024.
99.8.4 (31)	Form of Inducement Restricted Share Unit Agreement, effective May 2024.

(1) Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.
(2) Incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.
(3) Incorporated by reference to Exhibit 4.2 to Wave-Singapore's Registration Statement on Form S-1 (File No. 333-207379), filed with the Securities and Exchange Commission on October 9, 2015.
(4) Incorporated by reference to Exhibit 10.2 to the Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Securities and Exchange Commission on November 9, 2018.
(5) Incorporated by reference to Exhibit 10.2 to the Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Securities and Exchange Commission on August 15, 2016.
(6) Incorporated by reference to Exhibit 10.4 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on March 23, 2023 and incorporated herein by reference.
(7) Incorporated by reference to Exhibit 10.5 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on March 23, 2023 and incorporated herein by reference.

(8) Incorporated by reference to Exhibit 10.1 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Securities and Exchange Commission on November 9, 2017.

(9) Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.

(10) Incorporated by reference to Exhibit 10.1 to Wave-Singapore's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 11, 2025.

(11) Incorporated by reference to Exhibit 10.6 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.

(12) Incorporated by reference to Exhibit 10.2 to Wave-Singapore's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2023.

(13) Incorporated by reference to Exhibit 10.2 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 9, 2017 and incorporated herein by reference.

(14) Incorporated by reference to Exhibit 10.23.3 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on March 1, 2019 and incorporated herein by reference.

(15) Incorporated by reference to Exhibit 10.3 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on November 10, 2021 and incorporated herein by reference.

(16) Incorporated by reference to Exhibit 10.1 to Wave-Singapore's Registration Statement on Form S-8 (File No. 333-208598), filed with the Commission on December 17, 2015 and incorporated herein by reference.

(17) Incorporated by reference to Exhibit 10.3 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 9, 2017 and incorporated herein by reference.

(18) Incorporated by reference to Exhibit 10.4 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 9, 2017 and incorporated herein by reference.

(19) Incorporated by reference to Exhibit 10.25.2 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on March 1, 2019 and incorporated herein by reference.

(20) Incorporated by reference to Exhibit 10.1 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on May 10, 2019 and incorporated herein by reference.

(21) Incorporated by reference to Exhibit 10.4 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 10, 2021 and incorporated herein by reference.

(22) Incorporated by reference to Exhibit 10.2 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on May 13, 2021 and incorporated herein by reference.

(23) Incorporated by reference to Exhibit 10.3 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on May 13, 2021 and incorporated herein by reference.

(24) Incorporated by reference to Exhibit 10.5 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 9, 2017 and incorporated herein by reference.

(25) Incorporated by reference to Exhibit 10.26.2 to Wave-Singapore's Annual Report on Form 10-K (File No. 001-37627), filed with the Commission on March 1, 2019 and incorporated herein by reference.

(26) Incorporated by reference to Exhibit 10.5 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 10, 2021 and incorporated herein by reference.

(27) Incorporated by reference to Exhibit 10.6 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on November 10, 2021 and incorporated herein by reference.

(28) Incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.

(29) Incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K (File No. 001-37627), filed with the Securities and Exchange Commission on August 7, 2026.

(30) Incorporated by reference to Exhibit 10.1 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on August 8, 2024 and incorporated herein by reference.

(31) Incorporated by reference to Exhibit 10.2 to Wave-Singapore's Quarterly Report on Form 10-Q (File No. 001-37627), filed with the Commission on August 8, 2024 and incorporated herein by reference.

* Confidential treatment has been granted with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

Item 9. Undertakings.

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment to the Registration Statements to be signed on its behalf by the undersigned, thereunto duly authorized, in Cambridge, Massachusetts, on August 7, 2026.

WAVE LIFE SCIENCES, INC.

By: /s/ Paul B. Bolno, M.D., MBA
Paul B. Bolno, M.D., MBA
President and Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Paul B. Bolno, M.D., MBA, and Kyle Moran, and each of them, with full power of substitution and full power to act without the others, his or her true and lawful attorney-in-fact and agent to act for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to the Registration Statements amended by this Post-Effective Amendment, and to file this Post-Effective Amendment, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in order to effectuate the same as fully, to all intents and purposes, as they or he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Post-Effective Amendment has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ Paul B. Bolno, M.D., MBA Paul B. Bolno, M.D., MBA	President, Chief Executive Officer and Director (*Principal Executive Officer*)	August 7, 2026
/s/ Kyle Moran Kyle Moran	Chief Financial Officer (*Principal Financial and Accounting Officer*)	August 7, 2026
/s/ Christian Henry Christian Henry	Chairman of the Board	August 7, 2026
/s/ Mark H. N. Corrigan, M.D. Mark H. N. Corrigan, M.D.	Director	August 7, 2026
/s/ Peter Kolchinsky, Ph.D. Peter Kolchinsky, Ph.D.	Director	August 7, 2026
/s/ Adrian Rawcliffe Adrian Rawcliffe	Director	August 7, 2026

/s/ Ken Takanashi, MBA, CPA Ken Takanashi, MBA, CPA	Director	August 7, 2026
/s/ Aik-Na Tan Aik-Na Tan	Director	August 7, 2026
/s/ Gregory L. Verdine, Ph.D. Gregory L. Verdine, Ph.D.	Director	August 7, 2026
/s/ Heidi L. Wagner, J.D. Heidi L. Wagner, J.D.	Director	August 7, 2026

Exhibit 5.1

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Costa Mesa, California 92626-1925
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August 7, 2026

Wave Life Sciences, Inc.
733 Concord Avenue
Cambridge, MA 02138

Re: Wave Life Sciences, Inc. Post-Effective Amendment No. 1 to Registration Statements on Form S-8

To the addressee set forth above:

We have acted as special counsel to Wave Life Sciences, Inc., a Delaware corporation (the "***Company***"), in connection with its filing on the date hereof with the Securities and Exchange Commission (the "***Commission***") of Post-Effective Amendment No. 1 (the "***Amendment***") to sixteen registration statements on Form S-8 (Registration Nos. 333-208598; 333-221480; 333-228308; 333-233054; 333-234519; 333-243491; 333-243515; 333-259196; 333-260948; 333-268286; 333-275420; 333-275421; 333-283123; 333-283125; 333-291408; and 333-291409) previously filed by Wave Life Sciences, Ltd., a public company limited by shares incorporated under the laws of the Republic of Singapore and the Company's predecessor, with respect to the adoption of such registration statements by the Company pursuant to Rule 414 under the Securities Act of 1933, as amended (the "***Act***"). Such registration statements on Form S-8, as amended by the Amendment, are referred to herein as the "***Registration Statements***." In connection with such representation, the Company has advised us that shares ("***Shares***") of common stock, par value $0.001 per share, of the Company may be issuable or become issuable pursuant to grants or awards under the employee plans (the "***Plans***") set forth on Exhibit A hereto.

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statements, other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware, and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers and have been issued by the Company against payment therefor (not less than par value) in the circumstances contemplated by the Plans, assuming in each case that the individual issuances, grants or awards under the Plans are duly authorized by all necessary corporate action and duly issued, granted or awarded and exercised in accordance with the requirements of law and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith), the issuance and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware.

This opinion is for your benefit in connection with the Amendment and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Amendment. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Exhibit A

Plans

1. Wave Life Sciences Ltd. 2014 Equity Incentive Plan, as amended.
2. Wave Life Sciences, Inc. Amended and Restated 2021 Equity Incentive Plan, effective as of August 7, 2026.
3. Wave Life Sciences Ltd. 2021 Equity Plan, as amended, effective August 5, 2025.
4. Amended and Restated Wave Life Sciences Inc. 2019 Employee Stock Purchase Plan, effective as of August 7, 2026.
5. Wave Life Sciences Ltd. 2019 Employee Share Purchase Plan, as amended, effective as of August 1, 2023.
6. Form of Non-qualified Stock Option Agreement under the Amended and Restated 2021 Equity Incentive Plan.
7. Form of Non-qualified Share Option Agreement under the 2014 Equity Plan, effective as of September 20, 2016.
8. Form of Non-qualified Share Option Agreement under the 2014 Equity Plan, effective as of January 1, 2018.
9. Form of Non-qualified Share Option Agreement under the 2021 Equity Plan, effective as August 10, 2021.
10. Form of Incentive Share Option Agreement under the 2014 Equity Plan, effective as of December 2014.
11. Form of Incentive Share Option Agreement under the 2014 Equity Plan, effective as of September 20, 2016.
12. Form of Restricted Stock Unit Agreement under the Amended and Restated 2021 Equity Incentive Plan.
13. Form of Restricted Share Unit Agreement under the 2014 Equity Plan, effective as of June 16, 2016.
14. Form of Restricted Share Unit Agreement under the 2014 Equity Plan, effective as of January 1, 2018.
15. Form of Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of January 1, 2019.
16. Form of Restricted Share Unit Agreement under the 2021 Equity Plan, effective as of August 10, 2021.
17. Form of Amended and Restated 2019 Performance-Based Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of March 17, 2021.
18. Form of 2021 Performance-Based Restricted Share Unit Agreement under the 2014 Equity Incentive Plan, effective as of March 17, 2021.
19. Form of Non-qualified Stock Option Agreement for UK Participants under the Amended and Restated 2021 Equity Incentive Plan.
20. Form of Restricted Stock Unit Agreement for UK Participants under the Amended and Restated 2021 Equity Incentive Plan.
21. Form of Non-qualified Share Option Agreement for UK Participants under the 2014 Equity Plan, effective as of June 21, 2017.
22. Form of Non-qualified Share Option Agreement for UK Participants under the 2014 Equity Plan, effective as of January 1, 2018.
23. Form of Non-qualified Share Option Agreement for UK Participants under the 2021 Equity Plan, effective as of August 10, 2021.

24. Form of Restricted Share Unit Agreement for UK Participants under the 2021 Equity Plan, effective as of August 10, 2021.

25. Amendment to the Wave Life Sciences, Inc. NASDAQ Inducement Restricted Stock Unit Award Grant Notice and NASDAQ Inducement Restricted Stock Unit Agreement, effective as of August 7, 2026.

26. Amendment to the Wave Life Sciences, Inc. NASDAQ Inducement Nonqualified Stock Option Grant Notice and NASDAQ Inducement Non-qualified Stock Option Agreement, effective as of August 7, 2026.

27. Form of Inducement Non-qualified Share Option Agreement, effective May 2024.

28. Form of Inducement Restricted Share Unit Agreement, effective May 2024.

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated February 26, 2026, with respect to the consolidated financial statements of Wave Life Sciences Ltd., and the effectiveness of internal control over financial reporting, incorporated herein by reference.

/s/ KPMG LLP

Boston, Massachusetts
August 7, 2026

Exhibit 99.4.1

Grant No. ___

WAVE LIFE SCIENCES, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN

Non-qualified Stock Option Grant Notice
Under the Company's Non-qualified Stock Option Agreement

A. Name of Participant:	__________
B. Grant Date:	__________
C. Expiration Date:	10-year anniversary of the Grant Date
D. Maximum Number of Common Shares for which this Option is exercisable:	__________
E. Exercise (purchase) Price per Common Share:	__________
F. Vesting Start Date:	__________
G. Vesting Schedule:	__________

This Option shall become vested and exercisable with respect to the number of Common Shares set forth below provided that at all times the Participant is providing Continuous Service:

[__].

[__].

The Company and the Participant acknowledge receipt of this Non-qualified Stock Option Grant Notice and agree to the terms of the Non-qualified Stock Option Agreement attached hereto and incorporated by reference herein, the Company's Amended and Restated 2021 Equity Incentive Plan and the terms of this Option Grant as set forth above.

Wave Life Sciences, Inc.

By: ____________________
Title: Authorized Signatory

Participant

By: ____________________
Name:

NON-QUALIFIED STOCK OPTION AGREEMENT –
INCORPORATED TERMS AND CONDITIONS

This Non-qualified Stock Option Agreement (this "Agreement") is made and entered into as of the Grant Date by and between Wave Life Sciences, Inc., a company incorporated in Delaware (the "Company"), and the "Participant" whose name appears on the Non-qualified Stock Option Grant Notice.

1. Grant of Option.

1.1 Grant; Type of Option. The Company hereby grants to the Participant an option (the "Option") to purchase (subscribe for) the total number of Common Shares of the Company equal to the number of Common Shares set forth on the Non-qualified Stock Option Grant Notice, at the Exercise Price per Common Share set forth on the Non-qualified Stock Option Grant Notice. The Option is being granted pursuant to the terms of the Wave Life Sciences, Inc. Amended and Restated Equity 2021 Incentive Plan (the "Plan"). The Option is intended to be a Non-qualified Stock Option and not an Incentive Stock Option.

1.2 Consideration; Subject to Plan. The grant of the Option is made in consideration of the services to be rendered by the Participant to the Company and is subject to the terms and conditions of the Plan. Capitalized terms used but not defined herein will have the meaning ascribed to them in the Plan.

2. Exercise Period; Vesting.

2.1 Vesting Schedule. The Option will become vested and exercisable as set forth on the Non-Stock Option Grant Notice.

2.2 Unvested Option. The unvested portion of the Option will not be exercisable on or after the Participant's termination of Continuous Service.

2.3 Expiration. The Option will expire on the Expiration Date set forth on the Non-qualified Stock Option Grant Notice, or earlier as provided in this Agreement or the Plan.

3. Termination of Continuous Service.

3.1 Termination for Reasons Other Than Cause, Death, Disability. If the Participant's Continuous Service is terminated for any reason other than Cause, death or Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of: (a) the date three months following the termination of the Participant's Continuous Service; or (b) the Expiration Date.

3.2 Termination for Cause. If the Participant's Continuous Service is terminated for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.3 Termination Due to Disability. If the Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of: (a) the date 12 months following the Participant's termination of Continuous Service; or (b) the Expiration Date.

3.4 Termination Due to Death. If the Participant's Continuous Service terminates as a result of the Participant's death, or the Participant dies within a period following termination of the Participant's Continuous Service during which the vested portion of the Option remains exercisable, the vested portion of the Option may be exercised by the Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by the person designated to exercise the Option upon the Participant's death, but only within the time period ending on the earlier of: (a) the date 12 months following the Participant's termination of Continuous Service; or (b) the Expiration Date.

4. Manner of Exercise.

4.1 Election to Exercise. To exercise the Option, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company a notice of intent to exercise in the manner designated by the Board or the Committee. If someone other than the Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise in any form of legal consideration allowed pursuant to Section 6.4 of the Plan.

4.3 Withholding. Prior to the issuance of stock upon the exercise of the Option, the Participant must make arrangements satisfactory to the Company to pay or provide for any applicable foreign, federal, state and local withholding obligations of the Company. The Participant may satisfy any foreign, federal, state or local tax withholding obligation relating to the exercise of the Option by any of the following means:

(a) tendering a cash payment; or

(b) authorizing the Company to withhold Common Shares from the Common Shares otherwise issuable to the Participant as a result of the exercise of the Option; *provided, however*, that no Common Shares are withheld with a value exceeding the maximum amount of tax required to be withheld by Applicable Laws.

The Company has the right to withhold from any compensation paid to a Participant.

4.4 Issuance of Stock. Provided that the exercise notice and payment are in compliance with the Plan and in form and substance satisfactory to the Company, the Company shall issue the Common Shares registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, which shall be evidenced by stock certificates representing the stock with the appropriate legends affixed thereto, appropriate entry on the books of the Company or of a duly authorized transfer agent, or other appropriate means as determined by the Company.

5. No Right to Continued Employment; No Rights as Stockholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant or Director of the Company or its Affiliates. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any time, with or without Cause. The Participant shall not have any rights as a stockholder with respect to any Common Shares subject to the Option prior to the date of exercise of the Option.

6. Transferability. The Option is not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by Applicable Laws, and otherwise shall be exercisable during the Participant's lifetime only by him or her unless the Board allows transfer to a Permitted Transferee. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary, upon death, by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect.

7. Corporate Transactions and Adjustments. The Common Shares subject to the Option may be adjusted or terminated in any manner as contemplated by Sections 11 and 12 of the Plan.

8. Tax Liability and Withholding. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any stock acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

9. Compliance with Law. The exercise of the Option and the issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all Applicable Laws. No Common Shares shall be issued pursuant to this Option unless and until any then Applicable Laws have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the U.S. Securities and Exchange Commission, any state securities commission or any stock exchange or under any other Applicable Laws to effect such compliance.

10. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware and any other Applicable Laws, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, if the Participant is a tax resident of the United States the parties hereby consent to exclusive jurisdiction in the Commonwealth of Massachusetts and agree that such litigation shall be conducted in the state courts of Middlesex County, Massachusetts or the federal courts of the United States for the District of Massachusetts and if the Participant is a resident of any other country the parties consent to the exclusive jurisdiction in the country in which such Participant resides.

11. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

12. Options Subject to Plan. This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom this Agreement may be transferred by will or the laws of descent or distribution.

14. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

15. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

16. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Participant's material rights under this Agreement unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

17. No Impact on Other Benefits. The value of the Participant's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

18. Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of options and the administration of the Plan; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

19. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying stock and that the Participant should consult a tax advisor prior to such exercise or disposition.

Exhibit 99.6.1

Grant. No. RSU-____

WAVE LIFE SCIENCES, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
Restricted Stock Unit Award Grant Notice for
Restricted Stock Unit Agreement

A.	Name of Participant:	____________________
B.	Grant Date:	____________________
C.	Maximum Number of Shares Underlying Restricted Stock Unit Award:	____________________
D.	Vesting Start Date:	____________________
E.	Vesting Schedule:	

This Restricted Stock Unit Award shall vest as follows provided the Participant remains in Continuous Service through the applicable vesting date:

[__].

[__].

The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award Grant Notice and agree to the terms of the Restricted Stock Unit Agreement attached hereto and incorporated by reference herein, the Company's Amended and Restated 2021 Equity Incentive Plan and the terms of this Restricted Stock Unit Award as set forth above

Wave Life Sciences, Inc.

By: ____________________
Title: Authorized Signatory

Participant

By: ____________________
Name:

RESTRICTED STOCK UNIT AGREEMENT - INCORPORATED TERMS AND CONDITIONS

This Restricted Stock Unit Agreement (this "Agreement") is made and entered into as of the Grant Date by and between Wave Life Sciences, Inc., a company incorporated in Delaware (the "Company"), and the individual whose name appears on the Restricted Stock Unit Award Grant Notice (the "Participant").

WHEREAS, the Company has adopted the Wave Life Sciences, Inc. Amended and Restated 2021 Equity Incentive Plan (the "Plan") pursuant to which awards of Restricted Stock Units may be granted; and

WHEREAS, the Board or the Committee has determined that it is in the best interests of the Company and its stockholders to grant the award of Restricted Stock Units provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock Units. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Participant on the Grant Date set forth in the Restricted Stock Unit Award Grant Notice (the "Award") the number of Restricted Stock Units (the "Restricted Stock Units") set forth in the Award. Each Restricted Stock Unit represents a contingent right to receive one Common Share, subject to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Consideration. The grant of the Restricted Stock Units is made in consideration of the services to be rendered by the Participant to the Company.

3. Vesting.

3.1 Except as otherwise provided herein, provided that the Participant remains in Continuous Service through the applicable vesting date, the Restricted Stock Units will vest, and no longer be subject to any restrictions, in accordance with the schedule set forth in the Award (the period during which restrictions apply, the "Restricted Period"):

3.2 The foregoing vesting schedule notwithstanding, if the Participant's Continuous Service terminates for any reason at any time before all of his or her Restricted Stock Units have vested, the Participant's unvested Restricted Stock Units shall be automatically forfeited upon such termination of Continuous Service and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

4. Rights as Stockholder; Dividend Equivalents.

4.1 The Participant shall not have any rights of a stockholder with respect to the Common Shares underlying the Restricted Stock Units (including, without limitation, any voting rights or any right to dividends paid with respect to the Common Shares underlying the Restricted Stock Units).

4.2 The Participant shall not be entitled to any Dividend Equivalents in respect of the Restricted Stock Units.

5. Settlement of Restricted Stock Units.

5.1 Within ten days of the vesting of a Restricted Stock Unit, the Company shall issue Common Shares registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, which shall be evidenced by share certificates representing the shares with the appropriate legends affixed thereto, appropriate entry on the books of the Company or of a duly authorized transfer agent, or other appropriate means as determined by the Company.

5.2 To the extent that the Participant does not vest in any Restricted Stock Units, all interest in such Restricted Stock Units shall be forfeited. The Participant has no right or interest in any Restricted Stock Units that are forfeited.

6. Tax Liability and Withholding.

6.1 The Participant shall be required to pay to the Company, and the Company shall deduct from any compensation paid to the Participant pursuant to the vesting of the Restricted Stock Units, the amount of any applicable foreign, federal, state and local withholding obligations of the Company in respect of the Restricted Stock Units and take all such other action as the Company deems necessary to satisfy all obligations for the payment of such withholding taxes. The Company shall not deliver any shares to the Participant until it is satisfied that all required withholdings have been made by instructing a registered broker chosen by the Company. At the option of the Company, the Company may require the sale by the Participant on the applicable vesting date such number of Common Shares as the Company deems necessary to satisfy the Company's maximum withholding obligation, after deducting the broker's commission. Such sales shall be made pursuant to a mandatory "sell-to-cover" program instituted by the Company with no discretion by the Participant with respect to any sale under the "sell-to-cover" program. To the extent the proceeds of such sale exceed the Company's withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of Common Shares and payment of the withholding obligation to the Company.

6.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Restricted Stock Units; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items.

7. No Right to Continued Service; No Rights as Stockholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any time, with or without Cause. The Participant shall not have any rights as a stockholder with respect to any Common Shares subject to the Restricted Stock Units prior to the date of settlement.

8. Transferability. The Restricted Stock Units are not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by Applicable Laws. No assignment or transfer of the Restricted Stock Units, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary, upon death, by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Restricted Stock Units will be forfeited by the Participant and all of the Participant's rights to such Restricted Stock Units shall immediately terminate without payment or consideration by the Company and become of no further effect.

9. Corporate Transaction and Adjustments. The Common Shares subject to the Restricted Stock Units may be adjusted or terminated in any manner as contemplated by Sections 11 and 12 of the Plan.

10. Compliance with Law. This Award and the issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all Applicable Laws. No Common Shares shall be issued upon vesting of the Restricted Stock Units unless and until any then Applicable Laws have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the U.S. Securities and Exchange Commission, any state securities commission or any stock exchange or under any other Applicable Laws to effect such compliance.

11. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware and any other Applicable Laws, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, if the Participant is a tax resident of the United States the parties hereby consent to exclusive jurisdiction in the Commonwealth of Massachusetts and agree that such litigation shall be conducted in the state courts of Middlesex County, Massachusetts or the federal courts of the United States for the District of Massachusetts and if the Participant is a resident of any other country the parties consent to the exclusive jurisdiction in the country in which such Participant resides.

12. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

13. Restricted Stock Units Subject to Plan. This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

14. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

17. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock Units, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Participant's material rights under this Agreement unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

18. Section 409A. This Agreement is intended to comply with an exemption from Section 409A of the Code and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

19. No Impact on Other Benefits. The value of the Participant's Restricted Stock Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

20. Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of Restricted Stock Units and the administration of the Plan; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units and that the Participant should consult a tax advisor prior to such vesting or settlement.

Grant No. __

WAVE LIFE SCIENCES, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN

Non-qualified Stock Option Grant Notice
Under the Company's Non-qualified Stock Option Agreement (for UK Participants)

A.	Name of Participant:	__________
B.	Grant Date:	__________
C.	Expiration Date:	10-year anniversary of the Grant Date
D.	Maximum Number of Common Shares for which this Option is exercisable:	__________
E.	Exercise (purchase) Price per Common Share:	__________
F.	Vesting Start Date:	__________
G.	Vesting Schedule:	

This Option shall become vested and exercisable with respect to the number of Common Shares set forth below provided that at all times the Participant is providing Continuous Service:

[__].

[__].

The Company and the Participant acknowledge receipt of this Non-qualified Stock Option Grant Notice and agree to the terms of the Non-qualified Stock Option Agreement attached hereto and incorporated by reference herein, the Company's Amended and Restated 2021 Equity Incentive Plan and the terms of this Option Grant as set forth above.

Wave Life Sciences, Inc.

By: ____________________
Title: Authorized Signatory

Participant

By: ____________________
Name:

NON-QUALIFIED STOCK OPTION AGREEMENT –
INCORPORATED TERMS AND CONDITIONS

This Non-qualified Stock Option Agreement (this "Agreement") is made and entered into as of the Grant Date by and between Wave Life Sciences, Inc., a company incorporated in Delaware (the "Company"), and the "Participant" whose name appears on the Non-qualified Stock Option Grant Notice.

1. Grant of Option.

1.1 Grant; Type of Option. The Company hereby grants to the Participant an option (the "Option") to purchase (subscribe for) the total number of Common Shares of the Company equal to the number of Common Shares set forth on the Non-qualified Stock Option Grant Notice, at the Exercise Price per Common Share set forth on the Non-qualified Stock Option Grant Notice. The Option is being granted pursuant to the terms of the Wave Life Sciences, Inc. Amended and Restated 2021 Equity Incentive Plan (the "Plan"). The Option is intended to be a Non-qualified Stock Option and not an Incentive Stock Option.

1.2 Consideration; Subject to Plan. The grant of the Option is made in consideration of the services to be rendered by the Participant to the Company and is subject to the terms and conditions of the Plan. Capitalized terms used but not defined herein will have the meaning ascribed to them in the Plan.

2. Exercise Period; Vesting.

2.1 Vesting Schedule. The Option will become vested and exercisable as set forth on the Non-qualified Stock Option Grant Notice.

2.2 Unvested Option. The unvested portion of the Option will not be exercisable on or after the Participant's termination of Continuous Service.

2.3 Expiration. The Option will expire on the Expiration Date set forth on the Non-qualified Stock Option Grant Notice, or earlier as provided in this Agreement or the Plan.

3. Termination of Continuous Service.

3.1 Termination for Reasons Other Than Cause, Death, Disability. If the Participant's Continuous Service is terminated for any reason other than Cause, death or Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of: (a) the date three months following the termination of the Participant's Continuous Service; or (b) the Expiration Date.

3.2 Termination for Cause. If the Participant's Continuous Service is terminated for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.3 Termination Due to Disability. If the Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of: (a) the date 12 months following the Participant's termination of Continuous Service; or (b) the Expiration Date.

3.4 Termination Due to Death. If the Participant's Continuous Service terminates as a result of the Participant's death, or the Participant dies within a period following termination of the Participant's Continuous Service during which the vested portion of the Option remains exercisable, the vested portion of the Option may be exercised by the Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by the person designated to exercise the Option upon the Participant's death, but only within the time period ending on the earlier of: (a) the date 12 months following the Participant's termination of Continuous Service; or (b) the Expiration Date.

4. Manner of Exercise.

4.1 Election to Exercise. To exercise the Option, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company a notice of intent to exercise in the manner designated by the Board or the Committee. If someone other than the Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise in any form of legal consideration allowed pursuant to Section 6.4 of the Plan.

4.3 Withholding. Prior to the issuance of shares upon the exercise of the Option, the Participant must make arrangements satisfactory to the Company to pay or provide for any applicable foreign, federal, state and local withholding obligations of the Company or the Participant's employer or former employer (including income tax and National Insurance Contributions due under the United Kingdom's Pay As You Earn withholding system). The Participant may satisfy any foreign, federal, state or local tax and social security contributions (including National Insurance Contributions) withholding obligation relating to the exercise of the Option by any of the following means:

(a) tendering a cash payment; or

(b) authorizing the Company to withhold Common Shares from the Common Shares otherwise issuable to the Participant as a result of the exercise of the Option; *provided, however*, that no Common Shares are withheld with a value exceeding the maximum amount of tax required to be withheld by Applicable Laws; or

(c) authorizing the Company to procure the sale of sufficient Common Shares issued to the Participant as a result of the exercise of the Option to meet the withholding obligation.

The Company has the right to withhold from any compensation paid to a Participant.

4.4 Issuance of Shares. Provided that the exercise notice and payment are in compliance with the Plan and in form and substance satisfactory to the Company, the Company shall issue the Common Shares registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, which shall be evidenced by share certificates representing the shares with the appropriate legends affixed thereto, appropriate entry on the books of the Company or of a duly authorized transfer agent, or other appropriate means as determined by the Company.

5. No Right to Continued Employment; No Rights as Stockholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant or Director of the Company or its Affiliates. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any time, with or without Cause. The Participant shall not have any rights as a stockholder with respect to any Common Shares subject to the Option prior to the date of exercise of the Option. In addition, neither the Plan nor this Agreement shall form part of any contract of employment between the Company or its Affiliates and the Participant. Neither the Plan nor this Agreement entitles the Participant to the exercise of any discretion in his or her favour. The benefit to the Participant of participation in the Plan (including, in particular but not by way of limitation, any Award held by him or her) shall not form any part of his or her remuneration or count as his or her remuneration for any purpose and shall not be pensionable. If the Participant ceases to be an Employee for any reason, he or she shall not be entitled to compensation for the loss or diminution in value of any right or benefit or prospective right or benefit under the Plan (including, in particular but not by way of limitation, any Award held by him or her which lapse by reason of his or her ceasing to be in employment with the Company or its Affiliates) whether by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise.

6. Transferability. The Option is not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by Applicable Laws, and otherwise shall be exercisable during the Participant's lifetime only by him or her unless the Board allows transfer to a Permitted Transferee. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary, upon death, by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect.

7. Corporate Transactions and Adjustments. The Common Shares subject to the Option may be adjusted or terminated in any manner as contemplated by Sections 11 and 12 of the Plan.

8. Tax Liability and Withholding. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, social security contributions (including National Insurance Contributions), payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

The Company may at its discretion require the Participant to enter into an election under Chapter 2 of Part 7 of the Income Tax (Earnings and Pensions) Act 2003 of the United Kingdom and determine that the Option may not Vest or be exercised unless the Participant has entered into such an election beforehand.

9. Compliance with Law. The exercise of the Option and the issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all Applicable Laws. No Common Shares shall be issued pursuant to this Option unless and until any then Applicable Laws have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the U.S. Securities and Exchange Commission, any state securities commission or any stock exchange or under any other Applicable Laws to effect such compliance.

10. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware and any other Applicable Laws, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, if the Participant is a tax resident of the United States the parties hereby consent to exclusive jurisdiction in the Commonwealth of Massachusetts and agree that such litigation shall be conducted in the state courts of Middlesex County, Massachusetts or the federal courts of the United States for the District of Massachusetts and if the Participant is a resident of any other country the parties consent to the exclusive jurisdiction in the country in which such Participant resides.

11. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

12. Options Subject to Plan. This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom this Agreement may be transferred by will or the laws of descent or distribution.

14. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

15. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

16. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Participant's material rights under this Agreement unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

17. No Impact on Other Benefits. The value of the Participant's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

18. Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of options and the administration of the Plan; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement. For the purposes of the Plan, the Wave Life Sciences UK Limited Employee Privacy Notice ("Privacy Notice") informs the Participant whether their personal data is processed under the EU's General Data Protection Regulation (2016/679) (or any successor or implementing laws) (the "GDPR") and if so, the basis for processing such data. The Participant understands that, in accordance with the Privacy Notice, their personal data may be transferred and/or processed for any purpose relating to the Plan by the Company, its Affiliates, and those administering or providing services under the Plan.

19. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition

Exhibit 99.7.2

Grant. No. RSU-____

WAVE LIFE SCIENCES, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
Restricted Stock Unit Award Grant Notice for
Restricted Stock Unit Agreement (for UK Participants)

A. Name of Participant: ________________________

B. Grant Date: ________________________

C. Maximum Number of Shares Underlying Restricted Stock Unit Award: ________________________

D. Vesting Start Date: ________________________

E. Vesting Schedule:

This Restricted Stock Unit Award shall vest as follows provided the Participant remains in Continuous Service through the applicable vesting date:

[__].

[__].

The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award Grant Notice and agree to the terms of the Restricted Stock Unit Agreement attached hereto and incorporated by reference herein, the Company's Amended and Restated 2021 Equity Incentive Plan and the terms of this Restricted Stock Unit Award as set forth above.

Wave Life Sciences, Inc.

By: ________________________
Title: Authorized Signatory

Participant

By: ________________________
Name:

RESTRICTED STOCK UNIT AGREEMENT - INCORPORATED TERMS AND CONDITIONS

This Restricted Stock Unit Agreement (this "Agreement") is made and entered into as of the Grant Date by and between Wave Life Sciences. Inc., a company incorporated in Delaware (the "Company"), and the individual whose name appears on the Restricted Stock Unit Award Grant Notice (the "Participant").

WHEREAS, the Company has adopted the Wave Life Sciences, Inc. Amended and Restated 2021 Equity Incentive Plan (the "Plan") pursuant to which awards of Restricted Stock Units may be granted; and

WHEREAS, the Board or the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock Units provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock Units. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Participant on the Grant Date set forth in the Restricted Stock Unit Award Grant Notice (the "Award") the number of Restricted Stock Units (the "Restricted Stock Units") set forth in the Award. Each Restricted Stock Unit represents a contingent right to receive one Common Share, subject to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Consideration. The grant of the Restricted Stock Units is made in consideration of the services to be rendered by the Participant to the Company.

3. Vesting.

3.1 Except as otherwise provided herein, provided that the Participant remains in Continuous Service through the applicable vesting date, the Restricted Stock Units will vest, and no longer be subject to any restrictions, in accordance with the schedule set forth in the Award (the period during which restrictions apply, the "Restricted Period"):

3.2 The foregoing vesting schedule notwithstanding, if the Participant's Continuous Service terminates for any reason at any time before all of his or her Restricted Stock Units have vested, the Participant's unvested Restricted Stock Units shall be automatically forfeited upon such termination of Continuous Service and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement.

4. Rights as Shareholder; Dividend Equivalents.

4.1 The Participant shall not have any rights of a shareholder with respect to the Common Shares underlying the Restricted Stock Units (including, without limitation, any voting rights or any right to dividends paid with respect to the Common Shares underlying the Restricted Stock Units).

4.2 The Participant shall not be entitled to any Dividend Equivalents in respect of the Restricted Stock Units.

5. Settlement of Restricted Stock Units.

5.1 Within ten days of the vesting of a Restricted Stock Unit, the Company shall issue Common Shares registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, which shall be evidenced by share certificates representing the shares with the appropriate legends affixed thereto, appropriate entry on the books of the Company or of a duly authorized transfer agent, or other appropriate means as determined by the Company.

5.2 To the extent that the Participant does not vest in any Restricted Stock Units, all interest in such Restricted Stock Units shall be forfeited. The Participant has no right or interest in any Restricted Stock Units that are forfeited.

6. Tax Liability and Withholding.

6.1 The Participant shall be required to pay to the Company, and the Company shall deduct from any compensation paid to the Participant pursuant to the vesting of the Restricted Stock Units, the amount of any applicable foreign, federal, state and local withholding obligations of the Company or the Participant's employer or former employer (including income tax and National Insurance Contributions due under the United Kingdom's Pay As You Earn withholding system) in respect of the Restricted Stock Units and take all such other action as the Company deems necessary to satisfy all obligations for the payment of such withholding obligations by instructing a registered broker chosen by the Company to sell on the applicable vesting date such number of Common Shares as the Company deems necessary to satisfy the Company's or the Participant's employer's or former employer's withholding obligations, after deducting the broker's commission. To the extent the proceeds of such sale exceed the withholding obligation the Company agrees to pay or procure the payment of such excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of Common Shares and payment of the withholding obligation to the Company or the Participant's employer or former employer. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1(i)(B) under the U.S. Securities Exchange Act of 1934, as amended.

6.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, social security contributions (including National Insurance Contributions), payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Restricted Stock Units; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items.

7. No Right to Continued Service; No Rights as Shareholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant or Director of the Company or its Affiliates. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any

time, with or without Cause. The Participant shall not have any rights as a shareholder with respect to any Common Shares subject to the Restricted Stock Units prior to the date of settlement. In addition, neither the Plan nor this Agreement shall form part of any contract of employment between the Company or its Affiliates and the Participant. Neither the Plan nor this Agreement entitles the Participant to the exercise of any discretion in his or her favour. The benefit to the Participant of participation in the Plan (including, in particular but not by way of limitation, any Award held by him or her) shall not form any part of his or her remuneration or count as his or her remuneration for any purpose and shall not be pensionable. If the Participant ceases to be an Employee for any reason, he or she shall not be entitled to compensation for the loss or diminution in value of any right or benefit or prospective right or benefit under the Plan (including, in particular but not by way of limitation, any Award held by him which lapse by reason of his or her ceasing to be in employment with the Company or its Affiliates) whether by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise.

8. Transferability. The Restricted Stock Units are not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by Applicable Laws. No assignment or transfer of the Restricted Stock Units, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary, upon death, by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Restricted Stock Units will be forfeited by the Participant and all of the Participant's rights to such Restricted Stock Units shall immediately terminate without payment or consideration by the Company and become of no further effect.

9. Corporate Transaction and Adjustments. The Common Shares subject to the Restricted Stock Units may be adjusted or terminated in any manner as contemplated by Sections 11 and 12 of the Plan.

10. Compliance with Law. This Award and the issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all Applicable Laws. No Common Shares shall be issued upon vesting of the Restricted Stock Units unless and until any then Applicable Laws have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the U.S. Securities and Exchange Commission, any state securities commission or any stock exchange or under any other Applicable Laws to effect such compliance.

11. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware and any other Applicable Laws, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, if the Participant is a tax resident of the United States the parties hereby consent to exclusive jurisdiction in the Commonwealth of Massachusetts and agree that such litigation shall be conducted in the state courts of Middlesex County, Massachusetts or the federal courts of the United States for the District of Massachusetts and if the Participant is a resident of any other country the parties consent to the exclusive jurisdiction in the country in which such Participant resides.

12. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

13. Restricted Stock Units Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

14. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

17. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock Units, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Participant's material rights under this Agreement unless (a) the Company requests the consent of the Participant; and (b) the Participant consents in writing.

18. Section 409A. This Agreement is intended to comply with an exemption from Section 409A of the Code and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

19. No Impact on Other Benefits. The value of the Participant's Restricted Stock Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

20. Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of Restricted Stock Units and the administration of the Plan; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement. For the purposes of the Plan, the Wave Life Sciences UK Limited Employee Privacy Notice ("Privacy Notice") informs the Participant whether their personal data is processed under the EU's General Data Protection Regulation (2016/679) (or any successor or implementing laws) (the "GDPR") and if so, the basis for processing such data. The Participant understands that, in accordance with the Privacy Notice, their personal data may be transferred and/or processed for any purpose relating to the Plan by the Company, its Affiliates, and those administering or providing services under the Plan.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units and that the Participant should consult a tax advisor prior to such vesting or settlement.