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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934

(Amendment No. 1)*

GUARDANT HEALTH, INC.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

40131M109

(CUSIP Number)

SB Investment Advisers (UK) Limited
69 Grosvenor St
Mayfair, London W1K 3JW
Attn: Brian Wheeler

with copies to:
Vanina Guerrero
Louis Lehot
Brad Rock
DLA Piper LLP (US)
2000 University Avenue
East Palo Alto, CA 94303
Fax: (650) 687-1223

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

July 5, 2019

(Date of Event which Requires Filing of this Statement)

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

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

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

CUSIP NO. 40131M109

1.	names of reporting persons i.r.s. identification nos. of above persons (entities only) SVF Bluebird (Cayman) Limited
2.	check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	source of funds AF
5.	check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. sole voting power 0
	8. shared voting power 27,850,460 ⁽¹⁾
	9. sole dispositive power 0
	10. shared dispositive power 27,850,460 ⁽¹⁾
11.	aggregate amount beneficially owned by each reporting person 27,850,460 ⁽¹⁾
12.	check box if the aggregate amount in row (11) excludes certain shares <input type="checkbox"/>
13.	percent of class represented by amount in row (11) 32.0% ⁽²⁾
14.	type of reporting person OO

(1) Consists of 27,850,460 shares held directly by SVF Bluebird (Cayman) Limited.

(2) Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

CUSIP NO. 40131M109

1.	names of reporting persons i.r.s. identification nos. of above persons (entities only) SVF Enterprise (Cayman) Limited
2.	check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	source of funds AF
5.	check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. sole voting power 0
	8. shared voting power 27,850,460 ⁽¹⁾
	9. sole dispositive power 0
	10. shared dispositive power 27,850,460 ⁽¹⁾
11.	aggregate amount beneficially owned by each reporting person 27,850,460 ⁽¹⁾
12.	check box if the aggregate amount in row (11) excludes certain shares <input type="checkbox"/>
13.	percent of class represented by amount in row (11) 32.0% ⁽²⁾
14.	type of reporting person OO

(1) Consists of 27,850,460 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a wholly-owned subsidiary of SVF Enterprise (Cayman) Limited.

(2) Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

CUSIP NO. 40131M109

1.	names of reporting persons i.r.s. identification nos. of above persons (entities only) SVF Endurance (Cayman) Limited
2.	check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	source of funds AF
5.	check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. sole voting power 0
	8. shared voting power 27,850,460 ⁽¹⁾
	9. sole dispositive power 0
	10. shared dispositive power 27,850,460 ⁽¹⁾
11.	aggregate amount beneficially owned by each reporting person 27,850,460 ⁽¹⁾
12.	check box if the aggregate amount in row (11) excludes certain shares <input type="checkbox"/>
13.	percent of class represented by amount in row (11) 32.0% ⁽²⁾
14.	type of reporting person OO

(1) Consists of 27,850,460 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a wholly-owned subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a wholly-owned subsidiary of SVF Endurance (Cayman) Limited.

(2) Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

CUSIP NO. 40131M109

1.	names of reporting persons i.r.s. identification nos. of above persons (entities only) SOFTBANK VISION FUND (AIV M1) L.P.
2.	check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	source of funds WC
5.	check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. sole voting power 0
	8. shared voting power 27,850,460 ⁽¹⁾
	9. sole dispositive power 0
	10. shared dispositive power 27,850,460 ⁽¹⁾
11.	aggregate amount beneficially owned by each reporting person 27,850,460 ⁽¹⁾
12.	check box if the aggregate amount in row (11) excludes certain shares <input type="checkbox"/>
13.	percent of class represented by amount in row (11) 32.0% ⁽²⁾
14.	type of reporting person PN

(1) Consists of 27,850,460 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a wholly-owned subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a wholly-owned subsidiary of SVF Endurance (Cayman) Limited. SVF Endurance (Cayman) Limited is a wholly owned subsidiary of SoftBank Vision Fund (AIV M1) L.P.

(2) Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

CUSIP NO. 40131M109

1.	names of reporting persons i.r.s. identification nos. of above persons (entities only) SB INVESTMENT ADVISERS (UK) LIMITED
2.	check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	source of funds AF
5.	check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization UNITED KINGDOM
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. sole voting power 0
	8. shared voting power 27,850,460 (1)
	9. sole dispositive power 0
	10. shared dispositive power 27,850,460 (1)
11.	aggregate amount beneficially owned by each reporting person 27,850,460 (1)
12.	check box if the aggregate amount in row (11) excludes certain shares <input type="checkbox"/>
13.	percent of class represented by amount in row (11) 32.0% (2)
14.	type of reporting person OO

(1) Consists of 27,850,460 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a wholly-owned subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a wholly-owned subsidiary of SVF Endurance (Cayman) Limited. SVF Endurance (Cayman) Limited is a wholly owned subsidiary of SoftBank Vision Fund (AIV M1) L.P. SB Investment Advisers (UK) Limited has been appointed as alternative investment fund manager, or AIFM, of SoftBank Vision Fund (AIV M1) L.P., and is exclusively responsible for managing SoftBank Vision Fund (AIV M1) L.P. in accordance with the Alternative Investment Fund Managers Directive and is authorized and regulated by the UK Financial Conduct Authority accordingly. As AIFM of SoftBank Vision Fund (AIV M1) L.P., SB Investment Advisers (UK) Limited is exclusively responsible for making all decisions related to the acquisition, structuring, financing and disposal of SoftBank Vision Fund (AIV M1) L.P.'s Investments.

(2) Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

Introductory Note

This Amendment No. 1 to Schedule 13D (this “**Amendment No. 1**”) amends and supplements the statement on Schedule 13D filed on March 22, 2019 (the “**Original Schedule 13D**”) with the Securities and Exchange Commission (the “**SEC**”).

This Amendment No. 1 is being filed as a result of a private transfer of 27,850,460 shares of Common Stock of the Issuer by AIV M1 (as defined in Item 2 below) to SVF Bluebird (as defined in Item 2 below). SVF Bluebird is a wholly-owned subsidiary of SVF Enterprise (as defined in Item 2 below). SVF Enterprise is a wholly-owned subsidiary of SVF Endurance (as defined in Item 2 below). SVF Endurance is a wholly-owned subsidiary of AIV M1. After the transfer, SVF Bluebird became the direct beneficial owner of the 27,850,460 shares of Common Stock of the Issuer and SVF Enterprise, SVF Endurance, and AIV M1 became indirect beneficial owners of the same 27,850,460 shares of Common Stock of the Issuer. The transferred shares of the Issuer will remain subject to a Lock-Up Agreement, dated May 20, 2019, by and among AIV M1, J.P. Morgan Securities LLC, and BofA Securities, Inc. This Amendment No. 1 adds SVF Bluebird, SVF Enterprise, and SVF Endurance as additional reporting persons to the Schedule 13D.

This Amendment No. 1 is filed jointly by the undersigned Reporting Persons (as defined in Item 2 below). All disclosure for items contained in the Original Schedule 13D is incorporated herein by reference, subject to the amended and additional information provided for such item in this Amendment No. 1. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Original Schedule 13D.

Item 2. Identity and Background

Item 2 is hereby amended and supplemented as follows:

This Schedule 13D is being filed jointly by:

- A. **SVF Bluebird (Cayman) Limited**, an exempted company incorporated under the laws of the Cayman Islands (“**SVF Bluebird**”), whose registered office and principal business address is c/o Walkers Corp Ltd, Cayman Corp Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. SVF Bluebird’s principal business is to hold investment securities contributed by its parent entities;
- B. **SVF Enterprise (Cayman) Limited**, an exempted company incorporated under the laws of the Cayman Islands (“**SVF Enterprise**”), whose registered office and principal business address is c/o Walkers Corp Ltd, Cayman Corp Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. SVF Enterprise’s principal business is to hold investment securities contributed by its parent entities;
- C. **SVF Endurance (Cayman) Limited**, an exempted company incorporated under the laws of the Cayman Islands (“**SVF Endurance**”, and together with SVF Bluebird and SVF Enterprise, the “**Additional Reporting Persons**”), whose registered office and principal business address is c/o Walkers Corp Ltd, Cayman Corp Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. SVF Endurance’s principal business is to hold investment securities contributed by its parent entities;
- D. **Softbank Vision Fund (AIV M1) L.P.**, a limited partnership organized under the laws of Delaware (“**AIV M1**”), whose principal office and principal business address is 251 Little Falls Drive, Wilmington, Delaware 19808. AIV M1’s principal business is to make investments in the global technology industry; and

- E. **SB Investment Advisers (UK) Limited**, a limited liability partnership organized under the laws of the United Kingdom (“**SBIA UK**”, and together with the Additional Reporting Persons and AIV M1, the “**Reporting Persons**”), whose principal office and principal business address is 69 Grosvenor St, Mayfair, London W1K 3JW. SBIA UK’s principal business is to serve as the investment manager of certain investment funds.

The Directors of SVF Bluebird, SVF Enterprise, and SVF Endurance are (i) Karen Ellerbe, a citizen of the Cayman Islands; (ii) Kokoro Motegi, a citizen of Japan, (iii) Brian Wheeler, a citizen of the United States; and (iv) Metesh Vera, a citizen of the United Kingdom (together, the “**Cayman Directors**”). The business address for the Cayman Directors is c/o Walkers Corp Ltd, Cayman Corp Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands.

As a result of the relationships described in this Schedule 13D, SBIA UK, AIV M1, SVF Endurance, SVF Enterprise, and SVF Bluebird may be deemed to be a group for purposes of Section 13(d) of the Securities Exchange Act of 1934. SBIA UK as AIFM of AIV M1 may be deemed to have voting and/or dispositive power with respect to the shares of Common Stock of the Issuer beneficially held directly by SVF Bluebird. AIV M1, SVF Endurance, and SVF Enterprise, as indirect beneficial owners of the shares of Common Stock of the Issuer held directly by SVF Bluebird, may be deemed to have voting and/or dispositive power with respect to such shares. SBIA UK expressly disclaims beneficial ownership of such shares, and this Schedule 13D shall not be deemed an admission that any reporting person is the beneficial owner of such shares for purposes of the Act or for any other purpose.

During the last five (5) years, none of the Reporting Persons, and none of (a) SVF GP, (b) any of SBIA UK’s Executive Officers and Directors, nor (c) the Cayman Directors have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws.

The Reporting Persons have entered into a Joint Filing Agreement, dated July 15, 2019, attached hereto as Exhibit 99.1, pursuant to which the Reporting Persons have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Act.

Item 3. Source and Amount of Funds or Other Consideration

This Amendment No. 1 relates to the contribution on July 5, 2019 by AIV M1 to SVF Bluebird of all 27,850,460 shares of the Issuer’s Common Stock that had been held directly by AIV M1 as of such date, in a private transfer for no consideration (the “**Contribution**”).

Item 4. Purpose of Transaction

This Amendment No. 1 relates to the Contribution.

The Additional Reporting Persons acquired the shares of Common Stock in the Contribution in order to obtain an equity position in the Issuer. The Additional Reporting Persons acquired the shares of Common Stock in the Contribution described in Item 3, and hold the securities of the Issuer currently beneficially owned by them for general investment purposes. They retain the right to change their investment intent, at any time. The Reporting Persons intend to review on a continuing basis their investment in such shares of Common Stock in light of the factors discussed below.

The Reporting Persons may from time to time, subject to the continuing evaluation of the factors discussed herein, acquire additional shares of Common Stock in the open market or in privately negotiated transactions, or by tender offer, exchange offer or otherwise. Any such actions the Reporting Persons might undertake will be dependent upon the Reporting Persons' review of numerous factors, including, among other things, the availability of shares for purchase and the price levels of such shares, general market and economic conditions; on-going evaluation of the Issuer's business, financial condition, operations and prospects; the relative attractiveness of alternative business and investment opportunities; the actions of the management and the Board of Directors of the Issuer; and other future developments. Depending on the factors discussed herein, the Reporting Persons may, from time to time, retain or sell all or a portion of the shares of Common Stock in the open market or in privately negotiated transactions, subject to any applicable restrictions or lock-up agreements, including the Follow-On Lock-Up Agreement (as defined in Item 6 below).

Except as set forth above, none of the Reporting Persons has any plans or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated in its entirety as follows:

a) Amount Beneficially Owned:

- i. **SVF Bluebird:** 27,850,460 *
- ii. **SVF Enterprise:** 27,850,460 *
- iii. **SVF Endurance:** 27,850,460 *
- iv. **AIV M1:** 27,850,460 *
- v. **SBIA UK:** 27,850,460 *

Percent of Class:

- i. **SVF Bluebird:** 32.0% **
- ii. **SVF Enterprise:** 32.0% **
- iii. **SVF Endurance:** 32.0% **
- iv. **AIV M1:** 32.0% **
- v. **SBIA UK:** 32.0% **

b) Number of shares as to which each such person has:

- i. **Sole power to vote or to direct the vote:**
 - **SVF Bluebird:** None.
 - **SVF Enterprise:** None.
 - **SVF Endurance:** None.
 - **AIV M1:** None.
 - **SBIA UK:** None.

ii. **Shared power to vote or to direct the vote:**

- **SVF Bluebird:** 27,850,460 *
- **SVF Enterprise:** 27,850,460 *
- **SVF Endurance:** 27,850,460 *
- **AIV M1:** 27,850,460 *
- **SBIA UK:** 27,850,460 *

iii. **Sole power to dispose or to direct the disposition of:**

- **SVF Bluebird:** None.
- **SVF Enterprise:** None.
- **SVF Endurance:** None.
- **AIV M1:** None.
- **SBIA UK:** None.

iv. **Shared power to dispose or to direct the disposition of:**

- **SVF Bluebird:** 27,850,460 *
- **SVF Enterprise:** 27,850,460 *
- **SVF Endurance:** 27,850,460 *
- **AIV M1:** 27,850,460 *
- **SBIA UK:** 27,850,460 *

* Consists of 27,850,460 shares held directly by SVF Bluebird. SVF Bluebird is a wholly-owned subsidiary of SVF Enterprise. SVF Enterprise is a wholly-owned subsidiary of SVF Endurance. SVF Endurance is a wholly owned subsidiary of AIV M1. SBIA UK has been appointed as alternative investment fund manager, or AIFM, of AIV M1, and is exclusively responsible for managing AIV M1 in accordance with the Alternative Investment Fund Managers Directive and is authorized and regulated by the UK Financial Conduct Authority accordingly. As AIFM of AIV M1, SBIA UK is exclusively responsible for making all decisions related to the acquisition, structuring, financing and disposal of AIV M1's Investments.

** Calculated based upon 87,112,669 shares of common stock outstanding as of May 7, 2019, as reported in the Issuer's Quarterly Report on [Form 10-Q](#) for the quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on May 10, 2019.

- e) To the best knowledge of the Reporting Persons, and except as described in Item 3 herein, none of the Reporting Persons and none of (i) SVF GP, (ii) any of SBIA UK's Executive Officers and Directors, nor (iii) the Cayman Directors, has effected any transactions in the Common Stock during the past 60 days.
- d) No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities, with respect to shares of Common Stock beneficially owned by the Reporting Persons.
- e) Inapplicable.

CUSIP NO. 40131M109

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

Item 6 is hereby amended and supplemented by adding the following paragraph between paragraphs two and three of the Original Schedule 13D:

AIV M1 entered into a further Lock-Up Agreement, dated May 20, 2019 (the “*Follow-On Lock-Up Agreement*”), by and among AIV M1, J.P. Morgan Securities LLC, and BofA Securities, Inc. The shares subject to the Contribution are to remain subject to the Follow-On Lock-Up Agreement. A copy of the Follow-On Lock-Up Agreement is attached hereto as Exhibit 99.5.

Item 7. Material to be Filed as Exhibits

99.1 [Joint Filing Agreement](#)
99.5 [Follow-On Lock-Up Agreement, dated May 20, 2019](#)

SIGNATURES

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

Date: July 15, 2019

Softbank Vision Fund (AIV M1) L.P.

By: /s/ Brian Wheeler
Name: Brian Wheeler
Title: General Counsel of SB Investment Advisers (UK) Limited, Manager of SoftBank Vision Fund (AIV M1) L.P.

SB Investment Advisers (UK) Limited

By: /s/ Brian Wheeler
Name: Brian Wheeler
Title: General Counsel of SB Investment Advisers (UK) Limited

SVF Bluebird (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

SVF Enterprise (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

SVF Endurance (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

EXHIBITS

- 99.1 [Joint Filing Agreement](#)
- 99.5 [Follow-On Lock-Up Agreement](#)

JOINT FILING AGREEMENT

The undersigned hereby acknowledge and agree, pursuant to rule 13d-1(k)(1), that:

- i. each of them is responsible for the timely filing of the foregoing statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate; and
- ii. the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements.

Date: July 15, 2019

Softbank Vision Fund (AIV M1) L.P.

By: /s/ Brian Wheeler
Name: Brian Wheeler
Title: General Counsel of SB Investment Advisers (UK)
Limited, Manager of SoftBank Vision Fund (AIV M1)
L.P.

SB Investment Advisers (UK) Limited

By: /s/ Brian Wheeler
Name: Brian Wheeler
Title: General Counsel of SB Investment Advisers (UK)
Limited

SVF Bluebird (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

SVF Enterprise (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

SVF Endurance (Cayman) Limited

By: /s/ Karen Ellerbe
Name: Karen Ellerbe
Title: Director

LOCK-UP AGREEMENT

May 20, 2019

J.P. MORGAN SECURITIES LLC
BOFA SECURITIES, INC.

As Representatives of
the several Underwriters listed in
Schedule 1 to the Underwriting Agreement referred to below

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

c/o BofA Securities, Inc.
One Bryant Park
New York, NY 10036

Re: Guardant Health, Inc. — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the “Representatives”) of the several Underwriters, propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with Guardant Health, Inc., a Delaware corporation (the “Company”), providing for the public offering (the “Public Offering”) by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the “Underwriters”), of common stock, par value \$0.00001 per share (“Common Stock”), of the Company (the “Securities”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of J.P. Morgan Securities LLC and BofA Securities, Inc. on behalf of the Underwriters, the undersigned will not, subject to the exceptions set forth in this letter agreement (this "Letter Agreement"), during the period beginning on the date of this Letter Agreement and ending 75 days after the date of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Restricted Period"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, hedge, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC") and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (3) make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock (and, for the avoidance of doubt, the undersigned hereby waives any and all notice requirements and rights with respect to the registration of any securities in the Public Offering pursuant to any agreement, instrument, understanding or otherwise, including any stockholders or registration rights agreement or similar agreement, to which the undersigned is a party or under which the undersigned is entitled to any right or benefit), in each case other than:

- (A) the Securities to be sold by the undersigned pursuant to the Underwriting Agreement;
- (B) as a bona fide gift or gifts;
- (C) to partners, members, beneficiaries (or the estates thereof) or stockholders of the undersigned;
- (D) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned;
- (E) to any corporation, partnership, limited liability company, trust or other entity that controls, or is controlled by or is under common control with, the undersigned or the immediate family of the undersigned or is otherwise a direct or indirect affiliate (as defined (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended);
- (F) by testate succession or intestate succession to a legal representative, heir, beneficiary or a member of the immediate family of the undersigned, provided that any filing under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause and no other public announcement shall be required or shall be made voluntarily during the Restricted Period in connection with such transfer or disposition;
- (G) by operation of law, including pursuant to an order of a court (including a domestic order or a negotiated divorce settlement) or regulatory agency, provided that any filing under Section 16 of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause and no other public announcement shall be required or shall be made voluntarily during the Restricted Period in connection with such transfer or disposition; or

(H) pursuant to a merger, consolidation or other similar transaction or bona fide third party tender offer made to all holders of the Company's capital stock involving a Change of Control of the Company (including voting in favor of any such transaction or taking any other action in connection with such transaction), that, in each case, has been approved by the board of directors of the Company, provided that in the event that such transaction is not completed, the undersigned's Common Stock and securities convertible into or exercisable or exchangeable for Common Stock shall remain subject to the restrictions contained in this Letter Agreement, and provided further that "Change of Control" shall mean the transfer, in one transaction or in a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity);

provided that in the case of any transfer or distribution pursuant to clause (B)–(G), each transferee, donee or distributee, as applicable, shall execute and deliver to the Representatives a lock-up letter in the form of this paragraph and such transfer or distribution shall not involve a disposition for value; and provided further that in the case of any transfer or distribution pursuant to clause (B)–(E), no filing by any party (donor, donee, transferor or transferee) under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above). For purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin.

The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions designed or intended to lead to or result in, or which could reasonably be expected to lead to or result in, a sale or disposition of any shares of Common Stock, or securities convertible into or exercisable or exchangeable for Common Stock, even if any such sale or disposition transaction or transactions would be made or executed by or on behalf of someone other than the undersigned.

In addition, the foregoing restrictions shall not apply to:

- (i) the exercise (including by net or cashless exercise) of stock options granted pursuant to the Company's equity incentive plans that are described in the Prospectus (including the documents incorporated by reference therein) or warrants or any other securities existing as of the date of the Underwriting Agreement, which securities are convertible into or exchangeable or exercisable for Common Stock, provided that such restrictions shall apply to any shares of Common Stock issued upon such exercise, exchange or conversion, and provided further if the undersigned is required to file a report under Section 16(a) of the Exchange Act reporting a change in the aggregate beneficial ownership of the shares of Common Stock during the Restricted Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this paragraph (i) and no other public filing or announcement shall be made voluntarily in connection with such exercise (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above);

- (ii) the transfer or surrender to the Company of any shares of Common Stock to cover tax withholdings upon a vesting event or settlement, as applicable, of any equity award under any of the Company's equity incentive plans existing as of the date of the Underwriting Agreement that are described in the Prospectus (including the documents incorporated by reference therein) or in an exhibit filed with the registration statement related to the Public Offering (the "Registration Statement"), provided that the underlying shares of Common Stock shall continue to be subject to the restrictions on transfer set forth in this Letter Agreement and provided further that if the undersigned is required to file a report under Section 16(a) of the Exchange Act reporting a change in the aggregate beneficial ownership of the shares of Common Stock during the Restricted Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this paragraph (ii) and no other public filing or announcement shall be made voluntarily in connection with such transfer or surrender (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above);
- (iii) the transfer or disposition of any shares of Common Stock purchased by the undersigned on the open market following the Public Offering, provided that no filing by the undersigned under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or disposition (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above);
- (iv) the transfer of shares of Common Stock to the Company pursuant to any contractual arrangement that provides the Company with an option to repurchase such shares of Common Stock in connection with the termination of the undersigned's employment with the Company, provided that, if such transfer is made on or after the date of the Prospectus, such contractual arrangement (or a form thereof) is described in the Prospectus (including the documents incorporated by reference therein) or filed as an exhibit to the Registration Statement, and provided further that if the undersigned is required to file a report under Section 16(a) of the Exchange Act reporting a change in beneficial ownership of shares of Common Stock during the Restricted Period, the undersigned shall clearly indicate in the footnotes thereto that the filing relates to the termination of the undersigned's employment or other services and no other public filing or announcement shall be made voluntarily in connection with such transfer (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above);
- (v) the establishment of any contract, instruction or plan (a "Plan") that satisfies all of the applicable requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act, provided that no sales of the undersigned's Securities shall be made pursuant to such a Plan prior to the expiration of the Restricted Period, and such a Plan may only be established if the undersigned makes no required or voluntary filing under Section 16(a) of the Exchange Act or other public announcement of the establishment or existence thereof prior to the expiration of the Restricted Period;

- (vi) the entry into a pledge of shares of Common Stock as collateral in connection with a bona fide loan transaction; provided that the shares of Common Stock pledged remain subject to this Letter Agreement; or
- (vii) the transfer of shares of Common Stock from one SoftBank entity to another; provided that (i) no voluntary filing under the Exchange Act and no public announcement shall be made during the Restricted Period in connection with such transfer, (ii) any required filing under the Exchange Act shall indicate in the footnotes that (a) the filing relates to a private transfer or sale transaction and (b) the shares of Common Stock transferred in connection with such transfer or sale will remain subject to this Letter Agreement and (iii) SoftBank provides notice to J.P. Morgan Securities LLC and BofA Securities, Inc. on the planned timing of the transfer at least two business days prior to such transfer.

In the event that, during the Restricted Period, the Representatives release or waive any prohibition on the transfer of Common Stock held by any director, officer or Significant Holder (as defined below), the same percentage of the total number of outstanding shares of Common Stock held by the undersigned on the date of such release or waiver as the percentage of the total number of outstanding shares of Common Stock held by such director, officer or such Significant Holder on the date of such release or waiver that are the subject of such waiver shall be immediately and fully released on the same terms from the applicable prohibition(s) set forth herein. For the purposes of the foregoing, a “Significant Holder” shall mean any person or entity that (together with any investment funds affiliated with such person or entity) beneficially owns 1% or more of the total outstanding shares of Common Stock. Notwithstanding the foregoing, the provisions of this paragraph shall not apply (1) if the release or waiver is effected solely to permit a transfer not involving a disposition for value, (2) if the transferee agrees in writing to be bound by the same terms described in this Letter Agreement to the extent and for the duration that such terms remain in effect at the time of transfer, (3) in the case of any secondary underwritten public offering of shares of Common Stock (including a secondary underwritten public offering with a primary component), (4) if the release or waiver is granted to any individual party by the Representatives in an amount of Common Stock, individually or in the aggregate, less than or equal to \$1,000,000, or (5) if the release or waiver is granted due to circumstances of an emergency or hardship as determined by the Representatives in their sole judgment. The Representatives shall use commercially reasonable efforts to promptly notify the Company of each such release (provided that the failure to provide such notice shall not give rise to any claim or liability against the Representatives or the Underwriters). The undersigned further acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by the Representatives of any such notice, which is a matter between the undersigned and the Company.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned shall automatically be released from all obligations under this letter agreement if: (i) the Underwriting Agreement does not become effective by June 30, 2019 (provided, however, that the Company may extend such date by up to three months with written notice to the undersigned prior thereto if the Company is still pursuing the Public Offering contemplated by the Underwriting Agreement); (ii) if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder; (iii) either the Company, on the one hand, or the Representatives, on the other hand, notifies the other in writing that it does not intend to proceed with the Public Offering; or (iv) the registration statement filed with the SEC in connection with the Public Offering is withdrawn. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

[Signature Page Follows]

This letter agreement and any claim, controversy or dispute arising under or related to this letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

SoftBank Vision Fund (AIV M1) L.P.
Name of Security Holder (*Print exact name*)

By: /s/ Brian Wheeler
Signature

If not signing in an individual capacity:

Brian Wheeler
Name of Authorized Signatory (*Print*)

General Counsel SB Investment Advisers (UK) Limited,
Manager of SoftBank Vision Fund (AIV M1) L.P.
Title of Authorized Signatory (*Print*)

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