

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**SCHEDULE 13D**  
(Rule 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 3)\*

**Guardant Health, Inc.**

(Name of Issuer)

**Common Stock, \$0.00001 par value**

(Title of Class of Securities)

**40131M109**

(CUSIP Number)

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

*Copy to:*

Alexander D. Lynch, Esq.  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
(212) 310-8000

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

June 2, 2020

(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 which 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.

*Note.* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> SVF BLUEBIRD (CAYMAN) LIMITED	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> NOT APPLICABLE	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> -0-
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,037,960 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> -0-
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,037,960 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,037,960 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2% (1)(2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Consists of 14,037,960 shares held directly by SVF Bluebird (Cayman) Limited, which reflects the sales of shares described in Item 4 of this Amendment No. 3.

(2) Calculation based on 94,579,349 shares of common stock, par value \$0.00001 per share of Guardant Health, Inc. (the "Common Stock") outstanding as of April 30, 2020, as reported in Guardant Health's (the "Company") Quarterly Report on Form 10-Q (the "First Quarter 10-Q") filed with the Securities and Exchange Commission ("SEC") on May 7, 2020. SVF Bluebird (Cayman) Limited beneficially owns 14.2% of the shares of Common Stock outstanding as of June 8, 2020 (based on (i) 94,579,349 shares of Common Stock, as reported in the First Quarter 10-Q, plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3)).

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> SVF ENTERPRISE (CAYMAN) LIMITED	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> NOT APPLICABLE	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> -0-
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,037,960 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> -0-
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,037,960 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,037,960 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2% (1)(2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Consists of 14,037,960 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a subsidiary of SVF Enterprise (Cayman) Limited. The number of shares reported as beneficially owned reflects the sales of shares described in Item 4 of this Amendment No. 3.

(2) Calculation based on 94,579,349 shares of Common Stock outstanding as of April 30, 2020, as reported in the First Quarter 10-Q filed with the SEC on May 7, 2020. SVF Enterprise (Cayman) Limited may be deemed to beneficially own 14.2% of the shares of Common Stock outstanding as of June 8, 2020 (based on (i) 94,579,349 shares of Common Stock, as reported in the First Quarter 10-Q, plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3)).

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> SVF ENDURANCE (CAYMAN) LIMITED	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> NOT APPLICABLE	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> -0-
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,037,960 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> -0-
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,037,960 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,037,960 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2% (1)(2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Consists of 14,037,960 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a subsidiary of SVF Endurance (Cayman) Limited. The number of shares reported as beneficially owned reflects the sales of shares described in Item 4 of this Amendment No. 3.

(2) Calculation based on 94,579,349 shares of Common Stock outstanding as of April 30, 2020, as reported in the First Quarter 10-Q filed with the SEC on May 7, 2020. SVF Endurance (Cayman) Limited may be deemed to beneficially own 14.2% of the shares of Common Stock outstanding as of June 8, 2020 (based on (i) 94,579,349 shares of Common Stock, as reported in the First Quarter 10-Q, plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3)).

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> SOFTBANK VISION FUND (AIV M1) L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> NOT APPLICABLE	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> -0-
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,037,960 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> -0-
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,037,960 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,037,960 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2% (1)(2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Consists of 14,037,960 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a subsidiary of SVF Endurance (Cayman) Limited and SVF Endurance (Cayman) Limited is a subsidiary of SoftBank Vision Fund (AIV M1) L.P.

(2) Calculation based on 94,579,349 shares of Common Stock outstanding as of April 30, 2020, as reported in the First Quarter 10-Q filed with the SEC on May 7, 2020. SoftBank Vision Fund (AIV M1) L.P. may be deemed to beneficially own 14.2% of the shares of Common Stock outstanding as of June 8, 2020 (based on (i) 94,579,349 shares of Common Stock, as reported in the First Quarter 10-Q, plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3)).

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> SB INVESTMENT ADVISERS (UK) LIMITED	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> NOT APPLICABLE	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> -0-
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,037,960 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> -0-
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,037,960 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,037,960 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2% (1)(2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Consists of 14,037,960 shares held directly by SVF Bluebird (Cayman) Limited. SVF Bluebird (Cayman) Limited is a subsidiary of SVF Enterprise (Cayman) Limited. SVF Enterprise (Cayman) Limited is a wholly-owned subsidiary of SVF Endurance (Cayman) Limited and 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 relating to the acquisition, structuring, financing and disposal of SoftBank Vision Fund (AIV M1) L.P.'s investments. The number of shares reported as beneficially owned reflects the sales of shares described in Item 4 of this Amendment No. 3.

(2) Calculation based on 94,579,349 shares of Common Stock outstanding as of April 30, 2020, as reported in the First Quarter 10-Q filed with the SEC on May 7, 2020. SB Investment Advisers (UK) Limited may be deemed to beneficially own 14.2% of the shares of Common Stock outstanding as of June 8, 2020 (based on (i) 94,579,349 shares of Common Stock, as reported in the First Quarter 10-Q, plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3)).

## **Introductory Note:**

This Amendment No. 3 (“Amendment No. 3”) amends and supplements the statement on Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on March 22, 2019, as amended by the Amendment No. 1 thereto filed with the SEC on July 15, 2019 and Amendment No. 2 thereto filed with the SEC on September 16, 2019 (the “Original Schedule 13D”), and is filed by SVF Bluebird (Cayman) Limited (“SVF Bluebird”), SVF Enterprise (Cayman) Limited (“SVF Enterprise”), SVF Endurance (Cayman) Limited (“SVF Endurance”), SoftBank Vision Fund (AIV M1) L.P (“AIV M1”), and SB Investment Advisers (UK) Limited (“SBIA UK”, together with SVF Bluebird, SVF Enterprise, SVF Endurance and AIV M1, the “Reporting Persons”) with respect to the common stock, \$0.00001 par value per share (the “Common Stock”), of Guardant Health, Inc. (the “Issuer” or the “Company”).

This Amendment No. 3 is being filed to amend Items 4, 5, 6 and 7 as follows.

This Amendment No. 3 is filed jointly by the undersigned Reporting Persons. All disclosure for items contained in Original Schedule 13D is incorporated herein by reference, subject to the amended and additional information provided for such item in this Amendment No. 3. Capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Original Schedule 13D.

### **Item 4. Purpose of Transaction.**

#### **Item 4 is supplemented as follows:**

On June 8, 2020, SVF Bluebird consummated the sale of an aggregate of 8,912,500 shares of Common Stock at \$83.16 per share in a registered public offering to the underwriter (the “Offering”). In the Offering, the Issuer consummated a sale of an aggregate 4,312,500 shares of Common Stock.

In connection with the Offering, SVF Bluebird entered into a 180-day “lock-up” agreement with the underwriter, dated June 1, 2020 (the “Lock-up Agreement”).

The information set forth under Item 6 of this Amendment No. 3 is incorporated herein by reference.

The description of the Lock-up Agreement as described in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Lock-up Agreement, which included in this Statement as Exhibit 99.2 and is incorporated herein by reference.

### **Item 5. Interests in the Securities of the Issuer.**

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

##### **(a) Amount Beneficially Owned:**

- i. SVF Bluebird: 14,037,960\*
- ii. SVF Enterprise: 14,037,960\*
- iii. SVF Endurance: 14,037,960\*
- iv. AIV M1: 14,037,960\*
- v. SBIA UK: 14,037,960\*

Percent of Class:

- i. SVF Bluebird: 14.2\*\*
- ii. SVF Enterprise: 14.2\*\*
- iii. SVF Endurance: 14.2\*\*
- iv. AIV M1: 14.2\*\*
- v. SBIA UK: 14.2\*\*

(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 direct the vote:
  - SVF Bluebird: 14,037,960\*
  - SVF Enterprise: 14,037,960\*
  - SVF Endurance: 14,037,960\*
  - AIV M1: 14,037,960\*
  - SBIA UK: 14,037,960\*
- iii. Sole power to dispose or direct the disposition of:
  - SVF Bluebird: 14,037,960\*
  - SVF Enterprise: 14,037,960\*
  - SVF Endurance: 14,037,960\*
  - AIV M1: 14,037,960\*
  - SBIA UK: 14,037,960\*

\* Consists of 14,037,960 shares directly held by SVF Bluebird. SVF Bluebird is a subsidiary of SVF Enterprise. SVF Enterprise is a 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 acquisition, structuring, financing and disposal of AIV M1's investments. The shares of Common Stock reported as beneficially owned by the Reporting Persons as set forth above, do not include a total of 8,912,500 shares of Common Stock sold by SVF Bluebird in the Offering described above in Item 4.



**\*\* Calculated based upon 94,579,349 shares of Common Stock, as reported in the Issuer's Quarterly Report for the quarter ended March 31, 2020 plus (ii) 4,312,500 shares of Common Stock issued by the Company on June 4, 2020 (as described in Item 4 of this Amendment No. 3).**

To the Reporting Person's knowledge, none of the directors or executive officers of the Reporting Person listed on Schedule I to the Schedule 13D beneficially owns any shares of Common Stock as June 8, 2020.

(c) To the best knowledge of the Reporting Persons, and except as described in Item 4 of this Amendment No. 3, none of the Reporting Persons and none of (i) SVF GP (Jersey) Limited, (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 the shares of Common Stock beneficially owned by the Reporting Persons.

(e) Inapplicable.

**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 information:**

The information set forth under Item 4 of this Amendment No. 3 is incorporated herein by reference.

On June 1, 2020, in connection with Offering, SVF Bluebird and the Issuer entered into an Underwriting Agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC (the "Underwriter"). Pursuant to the Underwriting Agreement, SVF Bluebird agreed to sell 7,750,000 shares of Common Stock to the Underwriter at a price of \$83.16 per share. In addition, the Issuer and SVF Bluebird granted the Underwriter an option to purchase an aggregate of up to an additional 1,725,000 shares of Common Stock (of which 562,500 were offered by the Issuer and 1,162,500 were offered by SVF Bluebird), which option was fully exercised by the Underwriter.

The description of the Underwriting Agreement as set forth in this Item 6 does not purport to be complete and are qualified in their entirety by reference to the Underwriting Agreement, which is included in this Statement as Exhibit 99.3 and incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">Exhibit 99.1</a>	Joint Filing Agreement.*
<a href="#">Exhibit 99.2</a>	Lock-up Agreement, dated as of June 1, 2020, by and among SVF Bluebird and the Underwriter.*
<a href="#">Exhibit 99.3</a>	Underwriting Agreement, dated as of May 26, 2020, by and among Sanofi, Aventisub, the Underwriters and the Issuer (Incorporated by reference to exhibit 1.1 to the Company's Current Report on Form 8-K, filed June 4, 2020).

## SIGNATURE

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

Dated: June 15, 2020

### 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

### 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

**JOINT FILING AGREEMENT PURSUANT TO RULE 13d-1(k)(1)**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons below agree to the joint filing on behalf of each of them of the Schedule 13D to which this Agreement is an exhibit (and any further amendment filed by them) with respect to the shares of Common Stock of Guardant Health, Inc. This agreement may be executed simultaneously in any number of counterparts, all of which together shall constitute one and the same instrument.

Date: June 15, 2020

**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

**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

---

## FORM OF LOCK-UP AGREEMENT

June 1, 2020

J.P. MORGAN SECURITIES LLC

As Representative 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

Re: Guardant Health, Inc. —Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as representative (the “Representative”) 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 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 180 days after the date of the final prospectus supplement 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, 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) engage 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, or 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, 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 (as defined below) 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);
-

(I) pursuant to (a) the creation of any charge, lien, mortgage, pledge or other security interest (an “Encumbrance”) over or in respect of, or (b) the delivery or posting as collateral, (in each case) any of the undersigned’s shares of Common Stock to secure the obligations of the undersigned arising under, or in connection with, any bona fide financing agreement or arrangement entered into by the undersigned or any of its affiliates; provided that: (i) the undersigned shall not make any public announcement or filing under Section 16 of the Exchange Act, or any other public filing or disclosure reporting a reduction in beneficial ownership of the undersigned’s shares of Common Stock during the Restricted Period arising solely as a result of the creation of an Encumbrance or delivery or posting of collateral (in each case) over or in respect of any of the undersigned’s shares of Common Stock; provided that in the case of any transfer or distribution pursuant to clause (B)–(F), each transferee, donee or distributee, as applicable, shall execute and deliver to the Representative 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.

Notwithstanding the foregoing, none of the transfer restrictions noted above shall apply to the undersigned or its affiliates where such restrictions would (i) interfere with the continuance of an existing security interest created over the shares of Common Stock, (ii) adversely affect the validity or enforceability of such security interest, or (iii) continue to apply to any transferee of the shares of Common Stock pursuant to any enforcement of such security interest.

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); or
  - (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.
-

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, 2020; (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; or (iii) either the Company, on the one hand, or the Representative, on the other hand, notifies the other in writing that it does not intend to proceed with the Public Offering. 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,

SVF BLUEBIRD (CAYMAN) LIMITED  
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*)

Director  
Title of Authorized Signatory (*Print*)

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

---