

FORM 3

UNITED STATES SECURITIES AND EXCHANGE
COMMISSION

Washington, D.C. 20549

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF
SECURITIES

OMB APPROVAL

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Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934
 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Brownie William</u> <hr/> (Last) (First) (Middle) <u>C/O EARGO, INC.</u> <u>1600 TECHNOLOGY DRIVE, 6TH FLOOR</u> <hr/> (Street) <u>SAN JOSE CA 95110</u> <hr/> (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>10/15/2020</u>	3. Issuer Name and Ticker or Trading Symbol <u>Eargo, Inc. [EAR]</u> <hr/> 4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input type="checkbox"/> 10% Owner <input type="checkbox"/> Officer (give title below) <input checked="" type="checkbox"/> Other (specify below) <u>Chief Operating Officer</u> <hr/> 5. If Amendment, Date of Original Filed (Month/Day/Year) <hr/> 6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person
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Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Common Stock	146,083	D	

Table II - Derivative Securities Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Series C Preferred Stock	(1)	(2)	Common Stock	5,542	(1)	D	
Stock Option (Right to Buy)	(3)	11/28/2027	Common Stock	69,631	1.29	D	
Stock Option (Right to Buy)	(3)	11/02/2028	Common Stock	18,333	1.41	D	
Stock Option (Right to Buy)	(4)	08/02/2030	Common Stock	92,228	2.55	D	
Stock Option (Right to Buy)	(5)	08/19/2030	Common Stock	52,382	2.55	D	
Stock Option (Right to Buy)	(6)	08/19/2030	Common Stock	52,382	2.55	D	
Stock Option (Right to Buy)	(7)	08/19/2030	Common Stock	52,381	2.55	D	
Stock Option (Right to Buy)	(8)	07/15/2030	Common Stock	10,400	2.55	D	
Stock Option (Right to Buy)	(9)	07/15/2030	Common Stock	45,666	2.55	D	
Stock Option (Right to Buy)	(10)	08/02/2030	Common Stock	44,127	2.55	D	

Explanation of Responses:

- The shares of the Issuer's Series C Preferred Stock automatically convert into shares of the Issuer's Common Stock, for no additional consideration, on a 1:1.118772093 basis immediately prior to the consummation of the Issuer's initial public offering.
- The expiration date is not relevant to the conversion of these securities.
- Fully exercisable.
- The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of August 3, 2020 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.
- The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of December 31, 2020 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

6. The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of June 30, 2021 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

7. The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of December 31, 2021 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

8. The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of February 26, 2020 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

9. The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of April 24, 2019 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

10. The stock option shall vest and become exercisable with respect to one forty-eighth (1/48th) of the shares subject to the stock option on the one month anniversary of August 3, 2021 (the "Vesting Start Date") and one forty-eighth (1/48th) of the shares of subject to the option shall vest and become exercisable on each monthly anniversary thereafter until all of the shares subject to the stock option have vested and became exercisable on the fourth anniversary of the Vesting Start Date, subject to acceleration upon change in control and the achievement of specific milestones as set forth in an agreement between the Issuer and the Reporting Person, so long as the Reporting Person remains an employee, consultant, director or officer of the Issuer through each such date.

Remarks:

<u>/s/ Christy La Pierre,</u> <u>Attorney-in-Fact for</u> <u>William Brownie</u>	<u>10/15/2020</u>
** Signature of Reporting Person	Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

Power of Attorney

Know all by these presents, that the undersigned hereby constitutes and appoints each of (i) the Chief Executive Officer of Eargo, Inc., a Delaware corporation (the "Company"), who is currently Christian Gormsen, (ii) the Company's Chief Financial Officer, who is currently Adam Laponis, and (iii) the Company's Chief Legal Officer, who is currently Christy La Pierre, and their respective successors (including anyone serving in such capacities on an interim or acting basis), signing singly, with full powers of substitution, as the undersigned's true and lawful attorney-in-fact to:

1. prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Securities Exchange Act of 1934 or any rule or regulation of the SEC;
2. execute for and on behalf of the undersigned, in the undersigned's capacity as an officer of the Company, Forms 3, 4, and 5 and any amendments thereto in accordance with Section 16(a) of the Securities Exchange Act of 1934 and the rules thereunder;
3. do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Form 3, 4, or 5, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and any stock exchange or similar authority; and
4. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4, and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 29th day of September, 2020.

/s/ William Brownie

By: William Brownie