

December 6, 2021

ODYSSEY ACQUISITION S.A.
(Purchaser)

ODYSSEY ACQUISITION SUBSIDIARY B.V.
(the Purchaser Subsidiary)

BENEVOLENTAI LIMITED
(Company)

MICHAEL BRENNAN
(solely in his capacity as the Company Shareholders Representative)

and

THE COMPANY SHAREHOLDERS

BUSINESS COMBINATION AGREEMENT

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

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Exhibit C.1 – Form of Lock-Up Agreement (Company Shareholders)
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Exhibit D – Form of Subscription Form
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BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement (this “**Agreement**”) is executed as a deed December 6, 2021 between:

- (1) Odyssey Acquisition S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (“**Luxembourg**”) having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255412 (the “**Purchaser**”);
- (2) Odyssey Acquisition Subsidiary B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands (registered under number 82982953 in the trade register of the Dutch Chamber of Commerce) with its corporate seat in Amsterdam, the Netherlands and having its address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands, a wholly-owned subsidiary of the Purchaser (“**Purchaser Subsidiary**”);
- (3) BenevolentAI Limited, a private limited company incorporated in England and Wales with registered number 09781806 and having its registered office at 4-8 Maple Street, London, United Kingdom, W1T 5HD (the “**Company**”);
- (4) Michael Brennan, a [REDACTED] citizen, solely in his capacity as the Company Shareholders Representative; and
- (5) the shareholders of the Company whose details are set out in Schedule 1 to this Agreement (the “**Company Shareholders**”).

The Purchaser, the Company and the Company Shareholders are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS

- (A) The Company, directly and indirectly through its Subsidiaries, combines advanced artificial intelligence and machine learning with cutting edge science to decipher complex disease biology and discover optimum therapeutic interventions.
- (B) Prior to the execution and delivery of this Agreement, shareholders of the Purchaser representing 22.91% of the issued share capital of the Purchaser have entered into transaction support agreements in substantially the form attached as Exhibit A (the “**Support Agreement**”).
- (C) Prior to the execution and delivery of this Agreement, in connection with the Transactions, the Purchaser and certain investors (the “**Subscribers**”) have entered into certain Subscription Agreements, dated as of the date hereof (as amended or modified from time to time, the “**Subscription Agreements**”), each in substantially the form as set out in Exhibit B, for a private placement of Purchaser Ordinary Shares (such private placements of Purchaser Ordinary Shares, the “**PIPE Subscriptions**”).

- (D) The Parties intend to effect a transaction whereby the Company Shareholders will contribute all of the Company Shares to the Purchaser in exchange for the issue, allotment and delivery to the Company Shareholders of Purchaser Ordinary Shares (the “**Share Exchange**” and, together with the other transactions contemplated by this Agreement and the Ancillary Documents, the “**Transactions**”), all upon the terms and subject to the conditions set out in this Agreement and in accordance with the provisions of applicable Law.
- (E) The boards of directors of the Purchaser and the Company have each (i) determined that the Transactions are fair to, advisable and in the best interests of their respective companies and likely to promote the success of the respective companies, and (ii) approved this Agreement and the Transactions, upon the terms and subject to the conditions set out herein.
- (F) The Parties have agreed to execute this Agreement as a deed.
- (G) Certain capitalised terms used herein are defined in Clause 13 hereof.

IT IS AGREED THAT:

CLAUSE 1

SHARE EXCHANGE

1.1 Exchange of Company Shares. Immediately prior to the Share Exchange Closing, the Company Preferred Shares shall be converted into Company Ordinary Shares. At the Share Exchange Closing and subject to and upon the terms and conditions of this Agreement, the Company Shareholders shall contribute and transfer to the Purchaser, and the Purchaser shall accept from the Company Shareholders, all of the legal and beneficial title to all of the Company Shares, with full title guarantee, free from all Liens and together with all rights attaching to the Company Shares at the Share Exchange Closing (including the right to receive all distributions, returns of capital and dividends declared, paid or made in respect of the Company Shares after the Share Exchange Closing).

1.2 Consideration.

(a) Subject to and upon the terms and conditions of this Agreement, as full consideration in exchange for the Company Shares (other than the Company G2 Growth Shares), the Purchaser shall issue and allot to each Company Shareholder the number of Purchaser Ordinary Shares that is equal to (a) the number of Company Shares (other than Company G2 Growth Shares) set forth opposite the name of such Company Shareholder in column 3 of Schedule 1 multiplied by (b) the Consideration Exchange Multiple (collectively, the “**Exchange Shares**”).

(b) No later than on the fifth (5th) Business Day prior to the Share Exchange Closing (or such other date as the Company and the Purchaser may agree with the transfer and centralising agent), each Company Shareholder shall provide to the Transfer and Centralising Agent a fully completed and executed Subscription Form in the form set out in Exhibit D hereto in order for the Transfer and Centralising Agent to arrange for the delivery by book entry to such

Company Shareholder of the number of Exchange Shares set out in Clause 1.2(a) following their issue and allotment by the Purchaser as provided in Clause 1.2(a).

(c) Subject to Clause 3.2(b) and to each Company Shareholder's fulfilment of its respective obligations under Clause 1.3(c), at the Share Exchange Closing, the Purchaser shall issue, allot and procure delivery of the Exchange Shares to such Company Shareholder in accordance with Clause 1.2(a) and Clause 1.2(b). Such Exchange Shares shall have been admitted to listing and trading on Euronext, subject only to issuance to the Company Shareholders.

(d) Immediately prior to the Share Exchange Closing, in accordance with the Organisational Documents of the Company and with the consent of the holders of the Company G2 Growth Shares, each Company G2 Growth Share shall be redesignated as a Company Deferred Share. All Company Deferred Shares shall be repurchased by the Company for an aggregate consideration of £0.01 immediately prior to the Share Exchange Closing.

1.3 Transfer of Company Shares and Other Undertakings.

(a) Prior to the Effective Time, the Purchaser shall have passed (i) board resolutions, as required by applicable law, to approve the issue and allotment of the Exchange Shares pursuant to the authorised share capital provisions of the Purchaser's articles of association and provided the Company Shareholders Representative with a copy of such resolutions and (ii) subject to fulfilment by the Company of its obligations under Clause 1.3(b) procured the issue and delivery of a report by an independent Luxembourg auditor (the "**Independent Auditor**") on the contribution to the Purchaser of the Exchange Shares as required by Luxembourg Company Law (the "**Independent Auditor Report**") and provided the Company Shareholders Representative with a copy of such report as soon as reasonably practicable after the execution of this Agreement.

(b) Prior to the Effective Time, the Company shall cooperate in assisting with the preparation of the Independent Auditor Report, including by providing, and causing its Representatives to provide, reasonable access to its employees, properties, Contracts, books and records, financial and operating data (including management projections) and any other information about the Target Companies as may be reasonably requested by the Independent Auditor to prepare the Independent Auditor Report.

(c) Prior to the Effective Time, each Company Shareholder shall deliver or procure the delivery to the Purchaser of:

(i) a duly executed stock transfer form in respect of its Company Shares to effect the transfer of its Company Shares (the "**STFs**");

(ii) share certificates representing its Company Shares ("**Company Certificate**"). In the event that any Company Certificate shall have been lost, stolen or destroyed, in lieu of delivery of a Company Certificate to the Purchaser, the relevant Company Shareholder shall instead deliver to the Company an indemnity for lost certificate in Agreed Form;

(iii) an irrevocable power of attorney in Agreed Form given by each Company Shareholder in favour of the Purchaser in respect of rights attaching to its Company Shares; and

(iv) a copy of any power of attorney in Agreed Form under which any document to be executed by any Company Shareholder under this Agreement has been executed.

(d) Prior to the Effective Time, the Company shall deliver or procure the delivery to the Purchaser of:

(i) a copy of the executed and undated resolution of the board of directors of the Company (1) approving the form of the STFs and the transfer of the Company Shares to the Purchaser and (2) approving the updating of the Company's register of members such that the Purchaser is entered in the register of members as the sole holder of all of the Company Shares (subject only to due stamping); and

(ii) a copy of the executed Shareholder Resolution and of the new articles of association of the Company in the Agreed Form to be adopted by the Company with effect from the Effective Time.

1.4 Company Employee Equity.

(a) Company Options.

(i) The Purchaser shall grant, with effect from the Share Exchange Closing, subject to and upon the terms and conditions of this Agreement, in exchange for the cancellation and release of each Company Option by its holder, an option over such number of Purchaser Ordinary Shares as is equal to the number of Company Ordinary Shares subject to the relevant Company Option multiplied by the Consideration Exchange Multiple on equivalent terms as regards vesting, exercise, indemnities and other provisions (including relating to tax) as the Company Options (unless otherwise determined by the Company with the Purchaser's consent (not to be unreasonably withheld, conditioned or delayed)) (such option, the "**Purchaser Options**"). The Company shall procure that, to the extent required to validly effect such exchange, cancellation and release of each Company Option in accordance with applicable Law, each such holder of a Company Option will provide written consent to such exchange, cancellation and release. The Company agrees to provide copies of any documents in its possession relating to the exchange of Company Options for the Purchaser Options.

(ii) Purchaser acknowledges and agrees that all Vested Company Options which are exchanged for Purchaser Options shall be capable of exercise with effect from the Share Exchange Closing and all Company Options which are not Vested Company Options shall continue to vest, in each case in accordance with the terms of the Company Option Plan and the applicable award agreement. The Purchaser will procure that all exercised Purchaser Options shall be settled in Purchaser Ordinary shares as soon as reasonably practicable following exercise.

(b) Company RSUs.

(i) Purchaser shall grant, with effect from the Share Exchange Closing, subject to and upon the terms and conditions of this Agreement, in exchange for the cancellation and release of each Company RSU by its holder, a restricted stock unit over such number of Purchaser Ordinary Shares as is equal to the number of Company Ordinary Shares subject to the relevant Company RSU multiplied by the Consideration Exchange Multiple on equivalent terms as regards vesting, indemnities and other provisions (including relating to tax) as the Company RSUs (unless otherwise determined by the Company with the Purchaser's consent (not to be unreasonably withheld, conditioned or delayed)) (such restricted stock units, the "**Purchaser RSUs**") and the Company shall procure that, to the extent required to validly effect such exchange, cancellation and release of each Company RSU in accordance with applicable Law, each such holder of a Company RSU will provide written consent to such exchange, cancellation and release. The Company agrees to provide copies of any documents in its possession relating to the exchange of Company RSUs for the Purchaser RSUs.

(ii) Purchaser acknowledges and agrees that all Vested Company RSUs which are exchanged for Purchaser RSUs shall be settled in Purchaser Ordinary Shares within the six month period following the Share Exchange Closing, and in any event no later than 15 March of the year following the Share Exchange Closing. The Company RSUs that are not yet time-vested as of the Share Exchange Closing, and which are exchanged for Purchaser RSUs, will continue to time-vest pursuant to the terms of the Sub-Plan C (and applicable award agreement) and shall be settled in Purchaser Ordinary shares as soon as reasonably practicable following the applicable vesting date, but in any event no later than 15 March of the year following the year in which such applicable vesting date occurs.

(c) The Company shall take all necessary actions to effect the treatment of Company Options and Company RSUs pursuant to Clauses 1.4(a) and 1.4(b) in accordance with the Company Incentive Schemes and the applicable award agreements. The Company's board of directors shall amend the Company Incentive Schemes and take all other necessary actions, effective as of immediately prior to the Share Exchange Closing, in order to (i) effect the treatment of Company Options and Company RSUs pursuant to Clauses 1.4(a) and 1.4(b), (ii) cancel the remaining unallocated share reserve under the Company Incentive Schemes with effect from the Share Exchange Closing, (iii) provide that no new Company Options or Company RSUs will be granted under the Company Incentive Schemes after the Share Exchange Closing, and (iv) provide that no Company Options or Company RSUs are exchanged or settled for Company Shares prior to the Share Exchange Closing.

1.5 Company Shareholder Consent and Notice.

(a) Each Company Shareholder hereby irrevocably and unconditionally approves, authorises and consents to the Company's execution and delivery of this Agreement and the Ancillary Documents to which the Company is or is required to be a party or otherwise bound, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the Transactions. Each Company Shareholder irrevocably and unconditionally acknowledges and agrees that the consent set out herein is intended and shall

constitute such consent of such Company Shareholder as may be required (and shall, if applicable, operate as a written shareholder resolution of the Company) pursuant to the Company's Organisational Documents, the Shareholders' Agreement and any other agreement in respect of the Company to which such Company Shareholder is a party or bound and all applicable Laws. Each of the Company Shareholders hereby irrevocably and unconditionally waives and disappplies any and all pre-emption rights, rights of first refusal, tag along, drag along and other rights which may have been conferred on it under the Company's Organisational Documents or the Shareholders' Agreement (or any other agreement or document) or otherwise as may affect the Transactions (other than its rights pursuant to this Agreement). Further, subject to applicable Law, the Company and the Company Shareholders hereby waive any obligations of the parties under the Company's Organisational Documents or the Shareholders' Agreement (or any other agreement or document) to the extent they relate to the Transactions.

(b) In accordance with the Company's articles, each Company Preferred Shareholder confirms and agrees that this Clause 1.5(b) hereby serves as the written Conversion Notice (as defined in the Company's articles) from each Company Preferred Shareholder to the Company and each such Company Preferred Shareholder hereby consents to the re-designation of their relevant Company Preferred Shares as Company Ordinary Shares on a one for one basis, conditional upon the Conditions being satisfied or waived in accordance with the terms of this Agreement and with such re-designation to take place immediately prior to the Share Exchange Closing.

1.6 Termination of Certain Agreements. Without limiting the provisions of Clause 1.5, the Company and the Company Shareholders hereby irrevocably and unconditionally agree that, effective at the Share Exchange Closing, the Shareholders' Agreement and any other shareholders, voting or similar agreement between the Company and any of the Company Shareholders or between any of the Company Shareholders with respect to the Company or its shares (including those agreements set out in paragraph 6.2(b)-2 of the Company Disclosure Letter) shall automatically, and without any further action by any of the Parties, terminate in full and any and all Liabilities arising under such agreements shall be fully waived and released by the Company and the Company Shareholders. Further, the Company and the Company Shareholders hereby irrevocably and unconditionally waive and release any obligations of the parties under any agreement described in the preceding sentence with respect to the Transactions, and any failure of the parties to comply with the terms thereof in connection with the Transactions.

CLAUSE 2

PURCHASER SECURITIES

2.1 Effect of Share Exchange on Purchaser Securities. Without any further action required on the part of any Party or the holders of securities of the Purchaser:

(a) Conversion of Purchaser Sponsor Shares. On the first trading day following the Share Exchange Closing, two-thirds (2/3) of the Purchaser Sponsor Shares shall automatically convert into Purchaser Ordinary Shares.

(b) Further Conversion of Purchaser Sponsor Shares. If, following the Effective Time, the closing price of the Purchaser Ordinary Shares for any 10 trading days within a 30 trading day period exceeds €13.00, the remaining one-third (1/3) of the Purchaser Sponsor Shares shall automatically convert into Purchaser Ordinary Shares in accordance with the Purchaser's Organisational Documents.

2.2 Satisfaction of Rights. All securities issued upon the conversion of Purchaser Securities in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights relating to such securities, *provided* that any restrictions on the sale, exchange and transfer of Purchaser Securities shall also apply to the Purchaser Securities so issued in exchange.

2.3 Tax Consequences. The Parties hereby agree and acknowledge that for U.S. federal income tax purposes, the Company shall make an election pursuant to Treasury Regulations Section 301.7701-3 to be treated as an entity disregarded as separate from Purchaser, effective as of one day after the Share Exchange Closing Date. The Parties hereby agree to treat the Share Exchange together with the election contemplated under this Clause 2.3 as qualifying for tax-free treatment under Code Section 368(a) and that this Agreement constitutes a "plan of reorganization" within the meaning of the Code and the Treasury Regulations thereunder (collectively, the "***Intended US Tax Treatment***") and file all Tax and other informational returns on a basis consistent with such characterisation. Each of the Parties acknowledge and agree that each has had the opportunity to obtain legal and Tax advice with respect to the Transactions.

2.4 Anti-Dilution Adjustments. The Exchange Ratio and any other similarly dependent items shall be adjusted to reflect fully the appropriate effect of any stock split, split-up, reverse stock split, stock dividend or distribution of Purchaser Ordinary Shares or Purchaser Sponsor Shares, as applicable, or securities convertible into any such securities, reorganisation, recapitalisation, reclassification or other like change with respect to Purchaser Ordinary Shares or Purchaser Sponsor Shares, as applicable, having a record date occurring on or after the date of this Agreement and prior to the Effective Time; provided that nothing in this Clause 2.4 shall be construed to permit the Purchaser to take any action with respect to its securities that is prohibited by the terms of this Agreement.

2.5 Fractional Shares. Notwithstanding anything to the contrary contained herein, no fraction of a Purchaser Ordinary Share will be issued by the Purchaser by virtue of this Agreement or the Transactions, and each Person who would otherwise be entitled to a fraction of a Purchaser Ordinary Share (after aggregating all fractional Purchaser Ordinary Shares that would otherwise be received by such Person) shall instead have the number of Purchaser Ordinary Shares issued to such Person rounded down in the aggregate to the nearest whole Purchaser Ordinary Share.

2.6 Release of Funds from Escrow Account. After the resolutions referred to in items (A) and (B) of the Shareholder Approval Matters have been adopted (and in any event prior to the Share Exchange Closing), the Purchaser and the Purchaser Subsidiary shall take the steps provided for in the Steps Paper. The Purchaser and the Purchaser Subsidiary shall take all such other actions and do, or cause to be done, all things necessary, proper or advisable, to secure that the Purchaser will receive the entire amount in the Escrow Account prior to the Effective Time.

2.7 Appointment of Transfer and Centralising Agent. As soon as reasonably practicable after the date of this Agreement, the Purchaser shall appoint a transfer and centralising agent (the “**Transfer and Centralising Agent**”), as its agent, for the purpose of delivering Exchange Shares. The Transfer and Centralising Agent shall deliver Exchange Shares by book entry, in accordance with the terms of this Agreement, applicable Law and customary transfer and centralising agent procedures and the rules and regulations of Euroclear.

CLAUSE 3

CLOSING

3.1 Closing. Subject to the satisfaction or waiver of the conditions set out in Clause 10, the closing of the Share Exchange (the “**Share Exchange Closing**”) shall occur at 7:00 a.m. (London (UK) time) (the “**Effective Time**”) on the third (3rd) Business Day following the satisfaction or waiver of the conditions set out in Clause 10 (other than those conditions that by their nature are to be fulfilled at the Share Exchange Closing, but subject to the satisfaction or waiver of such conditions), or at such other date as the Purchaser and the Company may agree in writing. The date of the Share Exchange Closing shall be referred to herein as the “**Share Exchange Closing Date**”. The Share Exchange Closing shall take place virtually by telephone or video conference and/or through the electronic exchange of transaction documents or at such other place or time or in such other form as the Purchaser and the Company may agree in writing.

3.2 Closing Actions.

(a) At the Share Exchange Closing, the matters set out in Clause 1 and Clause 2 will take place (save as otherwise set out therein).

(b) Notwithstanding any other provision of this Agreement, without prejudice to any other rights and remedies the Purchaser, the Company or a Company Shareholder may have, if any provision of Clause 1.3(a) or Clause 2.6 is not complied with in all material respects by the Purchaser, or if any provision of Clause 1.3(b) or Clause 1.3(d) is not complied with in all material respects by the Company, or if any provision of Clause 1.3(c) is not complied with in all material respects by a Company Shareholder, the Purchaser, in the case of any such non-compliance by the Company or any Company Shareholder, or the Company, in the case of any such non-compliance by the Purchaser, shall be entitled, by written notice to the relevant other Party to (i) effect the Share Exchange Closing so far as practicable having regard to the defaults which have occurred (which may include, in the case of a Company Shareholder which has delivered its STF(s) but has otherwise failed to comply fully with Clause 1.3(c)), the Purchaser delivering the portion of the Exchange Shares due to such Company Shareholder to the Transfer and Centralising Agent to be delivered to such Company Shareholder promptly after such Company Shareholder has fulfilled all of its remaining obligations under Clause 1.3(c) or (ii) if such notice is not delivered in accordance with Clause 3.2(b)(i), a new date for the Share Exchange Closing shall be automatically fixed for ten (10) Business Days after the originally scheduled Share Exchange Closing Date, in which case this Clause 3.2(b) shall apply to the Share Exchange Closing as deferred. If the Party which has not complied in all material respects with its obligations has not done so by the new date fixed for the Share Exchange Closing in accordance with Clause 3.2(b)(ii), the Party in compliance may elect not to proceed with the Transactions and deliver notice to terminate this

Agreement fourteen (14) days after the originally scheduled Share Exchange Closing Date, whereupon Clause 11.2 and the second sentence of Clause 11.3 shall apply.

(c) Notwithstanding the foregoing, the Purchaser shall not issue any Exchange Shares to a Company Shareholder that has not delivered its STFs in accordance with Clause 1.3(c)(i).

(d) Notwithstanding any other provision of this Agreement, without prejudice to any other rights and remedies the Company Shareholders or the Purchaser may have, the Company Shareholders and the Purchaser shall not be obliged to complete the sale and purchase of any of the Company Shares unless the sale and purchase of all of the Company Shares and the issuance of all of the Exchange Shares are completed simultaneously.

CLAUSE 4

WARRANTIES OF THE PURCHASER

Except as fairly disclosed, other than in respect of the Purchaser Fundamental Warranties, in (a) the disclosure letter delivered by the Purchaser to the Company and the Company Shareholders on the date hereof (the “**Purchaser Disclosure Letter**”) or (b) the IPO Prospectus or any Regulatory Reports that are publicly available on the website of the AFM, the Luxembourg OAM or the Purchaser prior to the date of this Agreement, the Purchaser warrants to the Company and the Company Shareholders, as at the date hereof and as at the Share Exchange Closing, as follows:

4.1 Organisation. The Purchaser is a company duly incorporated and validly existing under the Laws of Luxembourg. The Purchaser has all requisite corporate power and authority to own, lease and operate its respective properties and to carry on its business as now being conducted. The Purchaser is duly qualified or licensed to do business in each jurisdiction in which the character of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. The Purchaser has heretofore made available to the Company accurate and complete copies of its respective Organisational Documents, each as currently in effect. The Purchaser is not in violation of any provision of its Organisational Documents.

4.2 Authorisation; Binding Agreement.

(a) The Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Document to which it is or is required to be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions, subject to obtaining the Required Shareholder Approval.

(b) The execution and delivery of this Agreement and each Ancillary Document to which the Purchaser is a party and the consummation of the Transactions:

(i) have been duly and validly authorised by the Purchaser in accordance with the Purchaser’s Organisational Documents and any applicable Law; and

(ii) other than the Required Shareholder Approval, no other corporate proceedings, other than as set out elsewhere in the Agreement, on the part of the Purchaser are necessary to authorise the execution and delivery of this Agreement and each Ancillary Document to which it is a party or to consummate the Transactions.

(c) The Purchaser's board of directors:

(i) has unanimously determined that this Agreement and the Transactions are advisable, fair to and in the best interests of the Purchaser and the Purchaser's shareholders;

(ii) has unanimously approved and adopted this Agreement; and

(iii) supports and unanimously recommends that the Purchaser's shareholders vote in favour of the Shareholder Approval Matters (the "**Purchaser Recommendation**").

(d) This Agreement has been, and each Ancillary Document to which the Purchaser is a party shall be when duly and validly executed and delivered by the Purchaser and, assuming the due authorisation, execution and delivery of this Agreement and such Ancillary Documents by the other parties hereto and thereto, constitutes, or when delivered shall constitute, the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganisation and moratorium laws and other laws of general application affecting the enforcement of creditors' rights generally and subject to general principles of equity (collectively, the "**Enforceability Exceptions**").

4.3 Governmental Approvals. No Consent of any Governmental Authority on the part of the Purchaser Group is required to be obtained or made in connection with the execution, delivery or performance by the Purchaser of this Agreement and each Ancillary Document to which it is a party or the consummation by the Purchaser of the Transactions, other than any filings required with Euronext, the AFM or the CSSF with respect to the Transactions.

4.4 Non-Contravention. The execution and delivery by the Purchaser of this Agreement and each Ancillary Document to which it is a party, the consummation by the Purchaser of the Transactions, and compliance by the Purchaser with any of the provisions hereof and thereof, will not (a) conflict with or violate any provision of its Organisational Documents, (b) subject to obtaining the Consents from Governmental Authorities referred to in Clause 4.3, and the waiting periods referred to therein having expired, and any condition precedent to such Consent or waiver having been satisfied, conflict with or violate any Law, Order or Consent applicable to it or any of its properties or assets, or (c) (i) violate, conflict with or result in a breach of, (ii) constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, (iii) result in the termination, withdrawal, suspension, cancellation or modification of, (iv) accelerate the performance required by it under, (v) result in a right of termination or acceleration under, (vi) give rise to any obligation to make payments or provide compensation under, (vii) result in the creation of any Lien (other than a Permitted Lien) upon any of the properties or assets of the Purchaser under, (viii) give rise to any obligation to obtain any third party Consent or provide any

notice to any Person, or (ix) give any Person the right to declare a default, exercise any remedy, claim a rebate, chargeback, penalty or change in delivery schedule, accelerate the maturity or performance, cancel, terminate or modify any right, benefit, obligation or other term under, any of the terms, conditions or provisions of, any Purchaser Material Contract, except for any deviations from any of the foregoing clauses (b) or (c) that would not reasonably be expected to have a Material Adverse Effect on the Purchaser.

4.5 Capitalisation.

(a) As of the date of this Agreement, the issued and outstanding Purchaser Securities are set out in paragraph 4.5(a) of the Purchaser Disclosure Letter. As of the date of this Agreement, there are no issued or outstanding Purchaser preferred shares. All outstanding shares of Purchaser Securities are duly authorised, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, right of first refusal, pre-emptive right, subscription right or any similar right under Luxembourg Laws, Purchaser's Organisational Documents or any Contract to which the Purchaser is a party. None of the outstanding Purchaser Securities have been issued in violation of any Applicable Securities Laws. Prior to giving effect to the Transactions, the Purchaser does not have any Subsidiaries (other than the Purchaser Subsidiary) or own any equity interests in any other Person.

(b) There are no (i) outstanding options, warrants, puts, calls, convertible or exchangeable securities, "phantom" share rights, share appreciation rights, share-based units, pre-emptive or similar rights, (ii) bonds, debentures, notes or other Indebtedness having general voting rights or that are convertible or exchangeable into securities having such rights or (iii) subscriptions or other rights, agreements, arrangements, Contracts or commitments of any character (other than this Agreement and the Ancillary Documents), (A) relating to the issued or unissued securities of the Purchaser or (B) obligating the Purchaser to issue, transfer, deliver or sell or cause to be issued, transferred, delivered, sold or repurchased any options or shares or securities convertible into or exchangeable for any capital shares, or (C) obligating the Purchaser to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment for such capital shares. Other than the Redemption or as set out in this Agreement, there are no outstanding obligations of the Purchaser to repurchase, redeem or otherwise acquire any shares of the Purchaser or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any Person. Except as set out herein, there are no shareholders agreements, voting trusts or other agreements or understandings to which the Purchaser is a party with respect to the voting or transfer of any shares of the Purchaser.

(c) All Indebtedness of the Purchaser or the Purchaser Subsidiary as of the date of this Agreement is disclosed in paragraph 4.5(c) of the Purchaser Disclosure Letter. No Indebtedness of the Purchaser or the Purchaser Subsidiary contains any restriction upon: (i) the prepayment of any of such Indebtedness, (ii) the incurrence of Indebtedness by the Purchaser or the Purchaser Subsidiary, or (iii) the ability of the Purchaser Subsidiary to grant any Lien on its properties or assets. As of the date hereof, the Purchaser does not have any present intention, agreement, arrangement or understanding to enter into or incur, any additional obligations with respect to or under any Indebtedness.

(d) Since the date of its applicable formation and except for the advance liquidation distribution to be made by the Purchaser Subsidiary in accordance with Step 1 of the Steps Paper, no member of the Purchaser Group, has declared or paid any distribution or dividend in respect of its shares or has repurchased, redeemed or otherwise acquired any of its shares, and no corporate body of any member of the Purchaser Group has authorised any of the foregoing.

4.6 Euronext Filings; Purchaser Financials; Internal Controls.

(a) Since the IPO, the Purchaser and the Purchaser Subsidiary have filed and published all forms, reports, circulars, notices, schedules, statements, filings, prospectuses and other documents required under applicable Law to be filed by the Purchaser or the Purchaser Subsidiary with the AFM, Euronext, the CSSF, the Luxembourg Register of Commerce and Companies, the Luxembourg OAM or the trade register of the Dutch Chamber of Commerce or to be published on the Purchaser's website (collectively, together with any amendments, restatements or supplements thereto and in each case including all exhibits and schedules thereto and documents incorporated by reference therein but excluding drafts of the Prospectus, the "**Regulatory Reports**"), and will file and publish all such forms, reports, circulars, notices, schedules, statements, registration statements, prospectuses and other documents required to be filed or published subsequent to the date of this Agreement and prior to the Share Exchange Closing. Except to the extent publicly available on the Purchaser's website, the Purchaser has delivered to the Company copies of all Regulatory Reports. As of their respective publication or filing dates, or if amended prior to the date of this Agreement, as of the last such amendment filed prior to the date of this Agreement, each Regulatory Report (x) complied in all material respects with applicable Law applicable to such Regulatory Report and (y) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As used in this Clause 4.6, the term "file" shall be broadly construed to include any manner permitted by applicable Law in which a document or information is furnished, supplied or otherwise made available.

(b) As of the date of this Agreement, (i) the Purchaser Ordinary Shares and the Purchaser Warrants are listed on Euronext under the ticker symbols ODYSY and ODYSW, respectively, (ii) there are no Actions pending or, to the Knowledge of the Purchaser, threatened against the Purchaser by Euronext, the AFM or the CSSF with respect to any intention by such entity to suspend, prohibit or terminate the listing of such Purchaser Securities on Euronext, and (iii) such Purchaser Securities are in compliance with all of the applicable corporate governance rules required under Luxembourg Company Law. The Purchaser is, and since the IPO has been, in compliance in all material respects with the applicable listing rules and regulations of Euronext.

(c) The financial statements and notes of the Purchaser contained or incorporated by reference in the Regulatory Reports (the "**Purchaser Financials**"), fairly present in all material respects the financial position and the results of operations, changes in shareholders' equity, and cash flows of the Purchaser at the respective dates of and for the periods referred to in such financial statements, all in accordance with IFRS methodologies applied on a consistent basis throughout the periods involved.

(d) Except as and to the extent reflected or reserved against in the Purchaser Financials, the Purchaser has not incurred any Liabilities or obligations of the type required to be reflected on a balance sheet in accordance with IFRS that is not adequately reflected or reserved on or provided for in the Purchaser Financials, other than Liabilities of the type required to be reflected on a balance sheet in accordance with IFRS that have been incurred since the Purchaser's formation in the ordinary course of business. As of the date of this Agreement, no financial statements other than those of the Purchaser are required by IFRS to be included in the financial statements of the Purchaser, except for the financial statements of the Purchaser Subsidiary.

(e) Since the IPO, neither the Purchaser nor the Purchaser's independent auditors has identified or been made aware of any (i) "significant deficiency" in the internal controls over financial reporting of the Purchaser, (ii) "material weakness" in the internal controls over financial reporting of the Purchaser, (iii) fraud, whether or not material, that involves management or other employees of the Purchaser who have a role in the internal controls over financial reporting of the Purchaser or (iv) any written claim or allegation regarding any of the foregoing.

(f) There are no outstanding loans or other extensions of credit made by the Purchaser to any executive officer or director of the Purchaser.

(g) Since the IPO, the Purchaser has not received any comments from Euronext, the AFM or the CSSF with respect to any Regulatory Reports. To the Knowledge of the Purchaser, none of the Regulatory Reports filed on or prior to the date hereof is subject to ongoing Euronext, AFM or CSSF review or investigation as of the date hereof.

(h) Except with respect to the entry into of this Agreement and the Transactions, there is no inside information, within the meaning of the EU Market Abuse Regulation, which should have been filed with the AFM, the CSSF or the Luxembourg OAM which have not been filed. The Purchaser is not in breach of any other provisions of the EU Market Abuse Regulation or any rules or regulations promulgated thereunder.

4.7 Absence of Certain Changes. As of the date of this Agreement, the Purchaser has (a) since its formation, conducted no business other than its formation, the public offering of its securities (and the related private offerings), public reporting and its search for an initial Business Combination (as such term is used in the IPO Prospectus) (the "**Business Combination**") (including the investigation of the Target Companies and the negotiation and execution of this Agreement) and related activities, and (b) since the IPO, not been subject to a Material Adverse Effect.

4.8 Compliance with Laws. The Purchaser is, and has since its formation been, in compliance with all Laws applicable to it and the conduct of its business except for such noncompliance which would not reasonably be expected to have a Material Adverse Effect on the Purchaser, and the Purchaser has not received written notice alleging any violation of applicable Law in any material respect by the Purchaser.

4.9 Actions; Orders; Permits. There is no Action pending and, to the Knowledge of the Purchaser, since the Purchaser's formation, no Action has been threatened against any member of

the Purchaser Group, against any of their properties or assets or against any of the directors or officers of any member of the Purchaser Group in their capacity as such and to the Knowledge of the Purchaser, there are no facts or circumstances that would reasonably be expected to give rise to any such Action. There are no audits, examinations or investigations by any Governmental Authority of any member of the Purchaser Group pending or, to the Knowledge of the Purchaser, threatened in writing to any member of the Purchaser Group. There is no Action that the Purchaser has pending or threatened in writing against any other Person. Neither any member of the Purchaser Group nor any of their respective properties, assets, directors or officers in their capacity as such is subject to any Orders of any Governmental Authority, nor, to the Knowledge of the Purchaser, are any such Orders threatened or pending. There is no settlement or similar agreement that imposes any material ongoing obligations or restrictions on any member of the Purchaser Group. The Purchaser Group holds all material Consents necessary to lawfully conduct its business as presently conducted, and to own, lease and operate its assets and properties, all of which are in full force and effect, except where the failure to hold such Consent or for such Consent to be in full force and effect would not reasonably be expected to have a Material Adverse Effect on the Purchaser.

4.10 Taxes and Returns.

(a) Each member of the Purchaser Group has within the requisite time limits duly made all income and other material Tax Returns, given all notices, and supplied all other information required to be supplied to any Tax Authority and all such information, Tax Returns and notices were when given or supplied and are now accurate and complete in all material respects and made on a proper basis and are not the subject of, nor, to the Knowledge of the Purchaser, are they likely to be the subject of, any dispute or investigation with any of the relevant authorities concerned.

(b) Each member of the Purchaser Group has duly deducted, withheld, paid and accounted for all material Tax due to have been deducted, withheld, paid or accounted for by it and is not and has not at any time been liable to pay material interest or penalties in respect of Tax and, to the Knowledge of the Purchaser, there are no circumstances in which interest or penalties in respect of material Tax could be charged against a member of the Purchaser Group.

(c) There are no ongoing audits, examinations, or pending legal proceedings with respect to any material Taxes of any member of the Purchaser Group, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of any member of the Purchaser Group.

(d) Each member of the Purchaser Group is, and has only ever been, Tax resident in its jurisdiction of formation and has not been either (i) resident or (ii) subject to Tax through a permanent or other business establishment or fixed place of business in any other jurisdiction.

(e) Each member of the Purchaser Group is in possession and control of all records and documentation that it is obliged to hold, preserve and return for the purposes of any Tax and of sufficient information to enable it to compute correctly its liability to Tax or its entitlement to claim any relief.

(f) No member of the Purchaser Group is a party to any Tax indemnification or Tax sharing or similar agreement (other than any such agreement solely between the members of the Purchaser Group and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(g) Each member of the Purchaser Group has deducted Tax as required by law from all payments to or treated as made to or benefits provided for the relevant member of the Purchaser Group's directors, officers or employees or former or proposed directors, officers or employees of each member of the Purchaser Group and persons rendering services to the relevant member of the Purchaser Group and has within the appropriate time limits accounted to the relevant Tax Authority for all such Tax deducted and has paid to the relevant Tax Authority all Tax and contributions payable in respect of such payments or benefits (including, for the avoidance of doubt, securities, interests in securities or securities options as defined in Part 7 of ITEPA or any equivalent legislation in each relevant jurisdiction).

(h) No member of the Purchaser Group has taken or agreed to take any action not contemplated by this Agreement that would reasonably be expected to prevent or impede the Share Exchange together with the election contemplated under Clause 2.3 from qualifying for the Intended US Tax Treatment. No member of the Purchaser Group as of the date hereof has any knowledge of any facts or circumstances that would reasonably be expected to prevent or impede the Share Exchange together with the election contemplated under Clause 2.3 from qualifying for the Intended US Tax Treatment.

(i) No member of the Purchaser Group or any of their Associated Persons has done anything or omitted to do anything which has caused any member of the Purchaser Group to commit an offence under any Anti-Tax Evasion Laws.

4.11 Employees and Employee Benefit Plans. No member of the Purchaser Group (a) has any paid employees or (b) maintains, sponsors, contributes to or otherwise has any Liability under, any Employee Benefit Plans. Except as set out in paragraph 4.11 of the Purchaser Disclosure Letter, neither the execution and delivery of this Agreement or the Ancillary Documents nor the consummation of the transactions contemplated by this Agreement and the Ancillary Documents will (i) result in any payment or benefit (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of any member of the Purchaser Group, or (ii) result in the acceleration of the time of payment or vesting of any such payment or benefit.

4.12 Properties. No member of the Purchaser Group owns, licenses or otherwise has any right, title or interest in any Intellectual Property Rights that are material to its business or that are registered or the subject of an application to register. No member of the Purchaser Group owns or leases any real property or Personal Property.

4.13 Material Contracts.

(a) Except as set out in paragraph 4.13(a) of the Purchaser Disclosure Letter, other than this Agreement and the Ancillary Documents, there are no Contracts to which the Purchaser is a party or by which any of its properties or assets may be bound, subject or affected,

which (i) creates or imposes a Liability greater than €100,000, (ii) may not be cancelled by the Purchaser on less than sixty (60) days' prior notice without payment of a material penalty or termination fee, or (iii) prohibits, prevents, restricts or impairs in any material respect any business practice of the Purchaser or any of its current or future Affiliates, any acquisition of material property by the Purchaser or any of its current or future Affiliates, or restricts in any material respect the ability of the Purchaser or any of its current or future Affiliates from engaging in business as currently conducted by it or from competing with any other Person (each, a "**Purchaser Material Contract**"). All Purchaser Material Contracts have been made available to the Company.

(b) With respect to each Purchaser Material Contract: (i) the Purchaser Material Contract was entered into at arms' length and in the ordinary course of business; (ii) the Purchaser Material Contract is valid, binding and enforceable in all material respects against the Purchaser and, to the Knowledge of the Purchaser, the other parties thereto, and is in full force and effect (except, in each case, as such enforcement may be limited by the Enforceability Exceptions); (iii) the Purchaser is not in breach or default in any material respect, and no event has occurred that with the passage of time or giving of notice or both would constitute such a breach or default in any material respect by the Purchaser, or permit termination or acceleration by any other party thereto, under such Purchaser Material Contract; and (iv) to the Knowledge of the Purchaser, no other party to any Purchaser Material Contract is in breach or default in any material respect, and no event has occurred that with the passage of time or giving of notice or both would constitute such a breach or default by such other party, or permit termination or acceleration by the Purchaser under any Purchaser Material Contract.

4.14 Transactions with Affiliates. Paragraph 4.14 of the Purchaser Disclosure Letter sets forth a true, correct and complete list of the Contracts and arrangements that are in existence as of the date of this Agreement under which there are any existing or future Liabilities or obligations between the Purchaser, on the one hand, and any (a) present or former director, officer, employee, manager, direct equity holder or Affiliate of the Purchaser, or any immediate family member of any of the foregoing, or (b) record or beneficial owner of more than five percent (5%) of the Purchaser's outstanding capital stock as of the date hereof, on the other hand.

4.15 Finders and Brokers. No broker, finder or investment banker or other Person is entitled to any brokerage, finder's or other fee or commission from the Purchaser, the Purchaser Subsidiary, the Company or any of their respective Affiliates in connection with the Transactions based upon arrangements made by or on behalf of the Purchaser (excluding, for the avoidance of doubt, any fees or commissions as set out in paragraph 4.15 of the Purchaser Disclosure Letter).

4.16 Anti-corruption; Anti-Money Laundering; Sanctions.

(a) Neither any member of the Purchaser Group, nor, to the Knowledge of the Purchaser, any of their respective Representatives acting on their behalf, has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) promised, made or offered to make any unlawful payment or provided or offered to provide anything of value to any official or employee of a Governmental Authority, to foreign or domestic political parties or campaigns or violated any provision of any applicable Anti-Corruption Laws, (iii) made any other unlawful payment, or (iv) since the formation of the Purchaser, given or agreed to give any unlawful gift or similar benefit in any material amount to

any customer, supplier, official or governmental employee of a Governmental Authority or other Person who is or may be in a position to help or hinder the Purchaser or assist it in connection with any actual or proposed transaction, to the extent that subclauses (i) through (iv) would be in violation of any applicable Anti-Corruption Laws. No Action involving a member of the Purchaser Group with respect to the any of the foregoing is pending or, to the Knowledge of the Purchaser, threatened.

(b) The operations of each member of the Purchaser Group are and have been conducted at all times in compliance with Anti-Money Laundering Laws, and no Action involving any member of the Purchaser Group with respect to the any of the foregoing is pending or, to the Knowledge of the Purchaser, threatened. The Purchaser Group has in place controls reasonably designed to ensure compliance with all applicable Anti Money Laundering Laws. The Purchaser Group has not (i) made any voluntary, directed or involuntary disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any non-compliance with any Anti-Money Laundering Laws, (ii) been the subject of a past, current, pending or threatened investigation, inquiry or enforcement proceeding for a violation of Anti-Money Laundering Laws, or (iii) received any notice, request, penalty, or citation for any actual or potential non-compliance with Anti-Money Laundering Laws.

(c) None of the Purchaser, the Purchaser Subsidiary or any of their respective directors or officers, or, to the Knowledge of the Purchaser, any other Representatives acting on behalf of any member of the Purchaser Group is currently a Sanctioned Person; and no member of the Purchaser Group has, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in any Sanctioned Country or for the purpose of financing the activities of any Sanctioned Person in the last five (5) fiscal years. Neither the members of the Purchaser Group nor any of their respective directors or officers, nor, to the Knowledge of the Purchaser, any other Representative acting on behalf of any member of the Purchaser Group has engaged in any conduct, activity, or practice that would constitute a violation or apparent violation of any applicable Sanctions Laws. No Action involving a member of the Purchaser Group with respect to Sanctions Laws is pending or, to the Knowledge of the Purchaser, threatened. The Purchaser Group has in place controls reasonably designed to ensure compliance with all applicable Sanctions Laws. The Purchaser Group has not (i) made any voluntary, directed or involuntary disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any non-compliance with any Sanctions Laws, (ii) been the subject of a past, current, pending or threatened investigation, inquiry or enforcement proceeding for a violation of Sanctions, or (iii) received any notice, request, penalty, or citation for any actual or potential non-compliance with Sanctions.

(d) To the Knowledge of the Purchaser, no employee, agent, subsidiary or other person who performs or has performed services for or on behalf of any member of the Purchaser Group has at any time bribed another Person (within the meaning of section 7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of business for the Purchaser. The Purchaser Group has in place procedures designed to prevent those persons from undertaking bribery as described.

4.17 Insurance. Paragraph 4.17 of the Purchaser Disclosure Letter contains a true and complete list of all insurance policies (by policy number, insurer, coverage period, coverage amount, annual premium and type of policy) held by any member of the Purchaser Group relating to any member of the Purchaser Group or its respective business, properties, assets, directors, officers or employees, copies of which have been provided to the Company. All premiums due and payable under all such insurance policies have been timely paid and the Purchaser Group is otherwise in material compliance with the terms of such insurance policies. All such insurance policies are in full force and effect, and to the Knowledge of the Purchaser, there is no threatened termination of, or material premium increase with respect to, any of such insurance policies. There have been no insurance claims made by any member of the Purchaser Group. Each member of the Purchaser Group has reported to its insurers all claims and pending circumstances that would reasonably be expected to result in a claim, except where such failure to report such a claim would not be reasonably likely to be material to such member of the Purchaser Group.

4.18 Subscription Agreements. The Purchaser has delivered to the Company true, correct and complete copies of each of the fully executed Subscription Agreements. Each of the Subscription Agreements is in full force and effect and is legal, valid and binding upon the Purchaser and, to the Knowledge of the Purchaser, the Subscribers, enforceable in accordance with its terms. None of the Subscription Agreements has been withdrawn, terminated, amended or modified since the date of delivery hereunder and prior to the execution of this Agreement, and, to the Knowledge of the Purchaser, as of the date of this Agreement no such withdrawal, termination, amendment or modification is contemplated, and as of the date of this Agreement the commitments contained in the Subscription Agreements have not been withdrawn, terminated or rescinded by the Subscriber in any respect. As of the date hereof, there are no side letters or Contracts to which the Purchaser is a party related to the provision or funding, as applicable, of the purchases contemplated by the Subscription Agreements or the Transactions other than as set out in this Agreement, the Subscription Agreements or any other agreement entered into (or to be entered into) in connection with the Transactions delivered to the Company. The Purchaser has fully paid any and all commitment fees or other fees required in connection with the Subscription Agreements that are payable on or prior to the date hereof and will pay any and all such fees when and as the same become due and payable after the date hereof pursuant to the Subscription Agreements. The Purchaser has, and to the Knowledge of the Purchaser, the Subscriber has, complied with all of its obligations under the Subscription Agreements. There are no conditions precedent or other contingencies related to the consummation of the purchases set out in the Subscription Agreements, other than as set out in the Subscription Agreements. To the Knowledge of the Purchaser, as of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to (i) constitute a default or breach on the part of the Purchaser or the Subscribers, (ii) assuming the conditions set out in Clause 10.1, Clause 10.2 and Clause 10.3 will be satisfied, constitute a failure to satisfy a condition on the part of the Purchaser or the Subscriber or (iii) assuming the conditions set out in Clause 10.1, Clause 10.2 and Clause 10.3 will be satisfied result in any portion of the amounts to be paid by the Subscribers in accordance with the Subscription Agreements being unavailable on the Share Exchange Closing Date. As of the date hereof, assuming the conditions set out in Clause 10.1, Clause 10.2 and Clause 10.3 will be satisfied, the Purchaser has no reason to believe that any of the conditions to the consummation of the purchases under the Subscription Agreements will not be satisfied, and, as of the date hereof, the Purchaser is not aware of the existence of any fact or event that would or would reasonably be expected to cause such conditions not to be satisfied.

4.19 Information Supplied. None of the information supplied or to be supplied by the Purchaser expressly for inclusion or incorporation by reference: (a) in any current report, and any exhibits thereto or any other report, form, registration or other filing made with any Governmental Authority and Euronext with respect to the Transactions; (b) in the Prospectus and the Circular; or (c) in the mailings or other distributions to the Purchaser's shareholders and/or prospective investors with respect to the consummation of the Transactions or in any amendment to any of documents identified in (a) through (c), will, when filed, made available, mailed or distributed, as the case may be, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by the Purchaser expressly for inclusion or incorporation by reference in any of the Signing Press Release, the Signing Filing, the Closing Filing and the Closing Press Release will, when filed or distributed, as applicable, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, the Purchaser makes no warranty or covenant with respect to (x) any information supplied by or on behalf of the Company, any of the other Target Companies, the Company Shareholders or any of their respective Affiliates or (y) any information omitted in reliance upon and in conformity with information furnished in writing to the Purchaser specifically for inclusion in any of the documents identified in (a) through (c) by or on behalf of the Company, any of the other Target Companies, the Company Shareholders or any of their respective Affiliates.

4.20 Escrow Account. As of the date hereof, the Purchaser Subsidiary had an amount of assets in the Escrow Account of not less than two hundred and ninety nine million three hundred thousand euros (€299,300,000). The funds held in the Escrow Account are held in cash, in trust pursuant to the Escrow Agreement. The Escrow Agreement is in full force and effect and is a valid and binding obligation of the Purchaser Subsidiary, the Purchaser and the Escrow Agent, enforceable in accordance with its terms. The Escrow Agreement has not been terminated, repudiated, rescinded, amended, supplemented or modified, in any respect, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated. There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Escrow Agreement in the IPO Prospectus to be inaccurate in any material respect or, to the Knowledge of the Purchaser, that would entitle any Person (other than (i) in respect of deferred underwriting commissions set out in paragraph 4.20 of the Purchaser Disclosure Letter or Taxes, (ii) the Purchaser's shareholders prior to the Effective Time who shall have elected to redeem their Purchaser Ordinary Shares pursuant to the Purchaser's Organisational Documents or in connection with an amendment thereof to extend the Purchaser's deadline to consummate a Business Combination, or (iii) if the Purchaser fails to complete a Business Combination within the allotted time period and the Purchaser Subsidiary liquidates the Escrow Account, subject to the terms of the Escrow Agreement, in limited amounts to permit the Purchaser to pay the expenses of the Escrow Account's liquidation and dissolution, and then the Purchaser's shareholders) to any portion of the funds in the Escrow Account. Prior to the date of the advance liquidation distribution from the Purchaser Subsidiary to the Purchaser in accordance with Step 1 of the Steps Paper, none of the funds held in the Escrow Account have been released. In addition, after the receipt of the advance liquidation distribution, but prior to the Share Exchange Closing, the funds released from the Escrow Account and distributed to the Purchaser pursuant to the advance liquidation

distribution have only been released to cover any negative interest incurred in the Escrow Account, to redeem the Purchaser Ordinary Shares pursuant to the Purchaser's Organisational Documents, and to pay Taxes from any interest income earned in the Escrow Account. As of the date of this Agreement, there are no Actions pending or, to the Knowledge of the Purchaser, threatened with respect to the Escrow Account. The Purchaser Subsidiary and the Purchaser have performed all material obligations required to be performed by it to date under, and are not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Escrow Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Relevant Date, the obligations of the Purchaser to dissolve or liquidate pursuant to the Purchaser's Organisational Documents shall terminate, and as of the Relevant Date, the Purchaser shall have no obligation whatsoever pursuant to the Purchaser's Organisational Documents to dissolve and liquidate the assets of the Purchaser by reason of the consummation of the Transactions. As of the date hereof, assuming the accuracy of the warranties of the Company contained herein and the compliance by the Company with its respective obligations hereunder, the Purchaser has no reason to believe that any of the conditions to the use of funds in the Escrow Account will not be satisfied or that funds available in the Escrow Account will not be distributed to the Purchaser by way of the advance liquidation distribution by the Purchaser Subsidiary and that as a result thereof such funds will not be available to the Purchaser on the Share Exchange Closing Date.

4.21 Warranties. The Purchaser acknowledges and agrees that, except as set out in Clause 6 (including the related portions of the Company Disclosure Letter) and Clause 7, no warranties have been made by the Company, the Company Shareholders or any of their respective Representatives.

CLAUSE 5

WARRANTIES OF THE PURCHASER SUBSIDIARY

The Purchaser Subsidiary warrants to the Company and the Company Shareholders, as at the date hereof and as at the Share Exchange Closing, as follows:

5.1 Organisation. The Purchaser Subsidiary is a company duly incorporated and validly existing under the Laws of the Netherlands. The Purchaser Subsidiary has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Purchaser Subsidiary is duly qualified or licensed and in good standing to do business in each jurisdiction in which the character of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. The Purchaser Subsidiary has heretofore made available to the Company accurate and complete copies of its Organisational Documents as currently in effect. The Purchaser Subsidiary is not in violation of any provision of its Organisational Documents.

5.2 Authorisation; Binding Agreement.

(a) The Purchaser Subsidiary has all requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Document to which it is or is required to

be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions.

(b) The execution and delivery of this Agreement and each Ancillary Document to which the Purchaser Subsidiary is a party and the consummation of the Transactions:

(i) have been duly and validly authorised by the management board;
and

(ii) no other corporate proceedings, other than as set out elsewhere in the Agreement, on the part of the Purchaser Subsidiary are necessary to authorise the execution and delivery of this Agreement and each Ancillary Document to which it is a party or to consummate the Transactions.

(c) The Purchaser Subsidiary's management board, at a duly called and held meeting or in writing as permitted by the Purchaser Subsidiary's deed of incorporation, has determined that this Agreement and the Transactions, including the Share Exchange, are advisable, fair to and in the best interests of the Purchaser Subsidiary.

(d) This Agreement has been, and each Ancillary Document to which the Purchaser Subsidiary is a party shall be when delivered, duly and validly executed and delivered by the Purchaser Subsidiary and, assuming the due authorisation, execution and delivery of this Agreement and such Ancillary Documents by the other parties hereto and thereto, constitutes, or when delivered shall constitute, the valid and binding obligation of the Purchaser Subsidiary, enforceable against the Purchaser Subsidiary in accordance with its terms, except to the extent of the Enforceability Exceptions.

5.3 Non-Contravention. The execution and delivery by the Purchaser Subsidiary of this Agreement and each Ancillary Document to which it is a party, the consummation by the Purchaser Subsidiary of the Transactions, and compliance by the Purchaser Subsidiary with any of the provisions hereof and thereof, will not (a) conflict with or violate any provision of its Organisational Documents, (b) subject to obtaining the Consents from Governmental Authorities referred to in Clause 5.3, and the waiting periods referred to therein having expired, and any condition precedent to such Consent or waiver having been satisfied, conflict with or violate any Law, Order or Consent applicable to it or any of its properties or assets, or (c) (i) violate, conflict with or result in a breach of, (ii) constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, (iii) result in the termination, withdrawal, suspension, cancellation or modification of, (iv) accelerate the performance required by it under, (v) result in a right of termination or acceleration under, (vi) give rise to any obligation to make payments or provide compensation under, (vii) result in the creation of any Lien (other than a Permitted Lien) upon any of the properties or assets of the Purchaser Subsidiary under, (viii) give rise to any obligation to obtain any third party Consent or provide any notice to any Person, or (ix) give any Person the right to declare a default, exercise any remedy, claim a rebate, chargeback, penalty or change in delivery schedule, accelerate the maturity or performance, cancel, terminate or modify any right, benefit, obligation or other term under, any of the terms, conditions or provisions of, any material contract, except for any deviations from any of the foregoing

clauses (b) or (c) that would not reasonably be expected to have a Material Adverse Effect on the Purchaser Subsidiary.

5.4 Capitalisation. The entire issued and outstanding share capital of the Purchaser Subsidiary consists of 300,020,001 ordinary shares of €1.00 each which are held by the Purchaser, and there are no other issued or outstanding equity interests of the Purchaser Subsidiary. All of the issued shares of the Purchaser Subsidiary have been duly authorized and are fully paid and not in violation of any purchase option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of applicable Law, the Purchaser Subsidiary's Organisational Documents or any Contract to which the Purchaser Subsidiary is a party or by which the Purchaser Subsidiary or its securities are bound. There are no (i) outstanding options, warrants, puts, calls, convertible or exchangeable securities, "phantom" share rights, share appreciation rights, share-based units, pre-emptive or similar rights, (ii) bonds, debentures, notes or other Indebtedness having general voting rights or that are convertible or exchangeable into securities having such rights or (iii) subscriptions or other rights, agreements, arrangements, Contracts or commitments of any character, (A) relating to the issued or unissued securities of the Purchaser Subsidiary or (B) obligating the Purchaser Subsidiary to issue, transfer, deliver or sell or cause to be issued, transferred, delivered, sold or repurchased any options or shares or securities convertible into or exchangeable for any capital shares, or (C) obligating the Purchaser Subsidiary to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment for such capital shares.

5.5 Purchaser Subsidiary Activities. Since its formation, Purchaser Subsidiary (i) has not engaged in any business activities other than the management of the Escrow Account in accordance with the terms of the Escrow Agreement and as otherwise contemplated by the IPO Prospectus and this Agreement, (ii) has not owned directly or indirectly any ownership, equity, profits or voting interest in any Person, (iii) other than fees in respect of its incorporation, has not had any assets or Liabilities except those incurred in connection with the Escrow Account, this Agreement and the Ancillary Documents to which it is a party and the Transactions, and (iv) other than its Organisational Documents, the Escrow Agreement, this Agreement and the Ancillary Documents to which it is a party, has not been party to or bound by any Contract.

5.6 Compliance with Laws. The Purchaser Subsidiary is, and has since its formation been, in compliance with all Laws applicable to it and the conduct of its business except for such noncompliance which would not reasonably be expected to have a Material Adverse Effect on the Purchaser, and the Purchaser Subsidiary has not received written notice alleging any violation of applicable Law in any material respect by the Purchaser Subsidiary.

5.7 Finders and Brokers. No broker, finder or investment banker or other Person is entitled to any brokerage, finder's or other fee or commission from the Purchaser, the Purchaser Subsidiary, the Target Companies, the Company Shareholders or any of their respective Affiliates in connection with the Transactions based upon arrangements made by or on behalf of the Purchaser Subsidiary.

CLAUSE 6

WARRANTIES OF THE COMPANY

Other than in respect of the Company Fundamental Warranties (save for the warranty set forth in Clause 6.7(c)), except as fairly disclosed in (i) the disclosure letter delivered by the Company to the Purchaser on the date hereof (the “*Company Disclosure Letter*”) or (ii) the contents of the Data Room, the Company hereby warrants to the Purchaser as at the date hereof and as at the Share Exchange Closing, as follows:

6.1 Organisation and Standing. The Company is a company duly incorporated and validly existing under the Laws of England and Wales. The Company has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each Target Company is duly qualified or licensed in the jurisdiction in which it is incorporated or registered and in each other jurisdiction where it does business or operates to the extent that the character of the property owned, or leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so qualified or licensed in the jurisdiction in which it is incorporated or registered and in each other jurisdiction where it does business or operates as would individually or in the aggregate reasonably be expected to be material to the Target Companies, taken as a whole, or the ability of the Company to perform on a timely basis its obligations under this Agreement or the Ancillary Documents to which it is or required to be a party or otherwise bound. The Company has heretofore made available to the Purchaser accurate and complete copies of the Organisational Documents of each Target Company, each as amended to date and as currently in effect, in the Data Room. No Target Company is in violation of any provision of its Organisational Documents in any material respect.

6.2 Relevant Securities.

(a) The entire issued share capital of the Company consists of the Company Shares, which are 293,386 Company Class A Preferred Shares, 213,208 Company Class A-1 Preferred Shares, 87,984 Company G2 Growth Shares and 1,831,829 Company Ordinary Shares, and, other than the Company Shares, there are no other issued or outstanding shares in the capital of, or other equity interests of, the Company. All of the Company Shares have been duly authorized and are fully paid and not in violation of any purchase option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of the UK Companies Act, any other applicable Law, the Company’s Organisational Documents, the Shareholders’ Agreement or any other Contract to which the Company is a party or by which the Company or its securities are bound. With effect from the Effective Time, the Purchaser shall own all of the issued share capital of the Company free from any Liens.

(b) No Target Company currently has, and no Target Company has had, since its formation, any stock option or other equity incentive plans. Except as set out in paragraph 6.2(b)-1 of the Company Disclosure Letter, there are no Company Convertible Securities or pre-emptive rights, rights of first refusal, tag along, drag along and other rights, except for those rights as provided in the Company’s Organisational Documents, which have been disapplied and waived by the Company Shareholders pursuant to Clause 1.5 hereof, nor are there

any Contracts, commitments, arrangements or restrictions to which the Company or, to the Knowledge of the Company, any of the Company Shareholders or any of their respective Affiliates are a party or bound relating to any Equity Securities of the Company, whether or not outstanding. There are no outstanding or authorised equity appreciation, phantom equity, profit participation or similar rights with respect to any Target Company. Except as set out in paragraph 6.2(b)-2 of the Company Disclosure Letter, there are no voting trusts, proxies, shareholder agreements or any other written agreements or understandings with respect to the voting (including voting trusts or proxies) or transfer of any equity interests to which a Target Company is a party. Except as set forth in the Company's Organisational Documents, there are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any of its equity interests or securities, nor has the Company granted any registration rights to any Person with respect to its Equity Securities. Except as set out in paragraph 6.2(b)-3 of the Company Disclosure Letter, as a result of the consummation of the Transactions, no equity interests of the Company are issuable and no rights in connection with any interests, warrants, rights, options or other securities of the Company accelerate or otherwise become triggered (whether as to vesting, exercisability, convertibility or otherwise).

(c) Since 1 January 2019, no Target Company has declared or paid any distribution or dividend in respect of its equity interests and has not repurchased, redeemed or otherwise acquired any equity interests of the Target Company, and the applicable board of each Target Company has not authorised any of the foregoing. As at the date of this Agreement, no Target Company has any limitation, whether by Contract, Order or applicable Law, on its ability to make any distributions or dividends to its equity holders or repay any debt owed to another Target Company.

6.3 Authority; Binding Agreement.

(a) The Company has all the requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Document to which it is or is required to be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions.

(b) The execution and delivery of this Agreement and each Ancillary Document to which the Company is a party and the consummation of the Transactions:

(i) have been duly and validly authorised by the board of directors of the Company in accordance with the Company's Organisational Documents, the Shareholders' Agreement and any applicable Law; and

(ii) no other corporate proceedings, other than as set out elsewhere in the Agreement, on the part of the Company are necessary to authorise the execution and delivery of this Agreement and each Ancillary Document to which it is a party or to consummate the Transactions.

(c) This Agreement has been, and each Ancillary Document to which the Company is a party shall be when duly and validly executed and delivered by the Company and, assuming the due authorisation, execution and delivery of this Agreement and such Ancillary Documents by the other parties hereto and thereto, constitutes, or when delivered shall constitute,

the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent of the Enforceability Exceptions.

6.4 Governmental Approvals. No Consent of any Governmental Authority on the part of any Target Company is required to be obtained or made in connection with the execution, delivery or performance by the Company of this Agreement and each Ancillary Document to which it is a party or the consummation by the Company of the Transactions, other than any filings required with Euronext, the AFM or the CSSF with respect to the Transactions.

6.5 UK Takeover Code Waiver. The Company has obtained from the UK Takeover Panel a waiver of the application of the provisions of the UK Takeover Code to the Share Exchange (the “**UK Takeover Code Waiver**”). The UK Takeover Code Waiver has not been revoked and remains in full force and effect.

6.6 Non-Contravention. The execution and delivery by the Company of this Agreement and each Ancillary Document to which it is a party, the consummation by the Company of the Transactions, and compliance by the Company with any of the provisions hereof and thereof, will not (a) conflict with or violate any provision of the Organisational Documents of the Company or the Shareholders’ Agreement, (b) subject to obtaining the Consents from Governmental Authorities referred to in Clause 6.4 hereof, and the waiting periods referred to therein having expired, and any condition precedent to such Consent or waiver having been satisfied, conflict with or violate any Law, Order or Consent applicable to any Target Company or any of its properties or assets, or (c) (i) violate, conflict with or result in a breach of, (ii) constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, (iii) result in the termination, withdrawal, suspension, cancellation or modification of, (iv) accelerate the performance required by any Target Company under, (v) result in a right of termination or acceleration under, (vi) give rise to any obligation to make payments or provide compensation under, (vii) result in the creation of any Lien (other than a Permitted Lien) upon any of the properties or assets of any Target Company under, (viii) give rise to any obligation to obtain any third party Consent or provide any notice to any Person, or (ix) give any Person the right to declare a default, exercise any remedy, claim a rebate, chargeback, penalty or change in delivery schedule, accelerate the maturity or performance, cancel, terminate or modify any right, benefit, obligation or other term under, any of the terms, conditions or provisions of, any material Contract of any Target Company, except for any deviations from any of the foregoing clauses (b) or (c) that would not reasonably be expected to have Material Adverse Effect on the Company or the ability of the Company to perform its obligations under this Agreement or the Ancillary Documents to which it is a party.

6.7 The Target Companies.

(a) Paragraph 6.7(a) of the Company Disclosure Letter sets forth the name of each Target Company, and with respect to each Subsidiary of the Company (i) its jurisdiction of organisation and (ii) its authorised and issued share capital. The Company is the sole legal and beneficial owner of all of the issued shares in the capital of each of the Target Companies (other than the Company), free and clear of all Encumbrances. All of the outstanding issued shares in the capital of each Target Company (other than the Company) are duly authorised and validly issued, fully paid and non-assessable (if applicable), were offered, sold and delivered in compliance with

all applicable Laws and with all current and future rights attaching to them. Each Subsidiary of the Company is a corporation or other entity duly formed, validly existing and in good standing (where such concept is applicable) under the Laws of its jurisdiction of organisation and has all requisite corporate or other entity power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Save as expressly contemplated by this Agreement and for the right of Company Preferred Shareholders to convert their Company Preferred Shares to Company Ordinary Shares pursuant to article 32 (Conversion) of the articles of association of the Company as in effect on the date of this Agreement, and other than pursuant to the Company Incentive Schemes, no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, sale or transfer of any share or loan capital or any other security giving rise to a right over any part of the share capital of any of the Target Companies.

(c) No Target Company has at any time repaid, redeemed or repurchased any of its own shares, reduced its share capital or capitalised any reserves including share premium account or profits (or agreed to do so) and there are no outstanding or authorised options, warrants, rights, agreements, subscriptions, convertible securities or commitments to which any Target Company is a party or which are binding upon any Target Company providing for the issuance or redemption of any equity interests of any Target Company.

(d) Save for the Company's ownership of the shares of the Target Companies, neither the Company nor any other Target Company is, and has not since its incorporation been, nor has it agreed to become, the holder or beneficial owner of any share, debenture, mortgage or security (or interest in them) or a member of any joint venture, consortium, partnership or other unincorporated association or a party to any arrangement for sharing commission or income.

6.8 Records.

(a) All accounts, books, records, statutory books, registers, minute books and books of account, of the Target Companies (whether or not held in written form) are duly up to date and maintained in accordance with all legal requirements applicable thereto and contain true and accurate records of all matters required to be dealt with therein in all material respects, and all such statutory books and records which are their respective property are in the possession of the applicable Target Company's secretary or within the Target Company's control.

(b) All returns, particulars, resolutions and documents required by the UK Companies Act or any other legislation to be filed with the Registrar of Companies or any other authority in respect of the Target Companies have been duly and correctly delivered or made and were correct in all material respects. There has been no notice of any proceedings to rectify the register of members of the Target Companies or the Target Companies' PSC register and, to the Knowledge of the Company, there are no circumstances which might lead to any application for rectification of the register of members or the PSC register.

(c) The copy of the Company's constitution filed with the Registrar of Companies is complete and up to date.

6.9 Accounts.

(a) Paragraph 6.9(a) of the Company Disclosure Letter sets out true and complete copies of the Accounts.

(b) The Accounts (i) have been properly prepared in accordance with the UK Companies Act, and all other applicable Law and with IFRS on a basis consistent, except as fairly disclosed in the Accounts, with that adopted in preparing the audited accounts of the applicable Target Companies for the previous three financial periods; (ii) give a true and fair view of the assets, liabilities, capital commitments and state of affairs of each of the Target Companies which are included in such Accounts as at the dates to which they were prepared and of the profit or loss (where applicable) and cash flow of each Target Company which is included in such Accounts for the accounting periods ending on such dates; and (iii) were derived from, and accurately reflect, in all material respects, the books and records of the Target Companies which are included in such Accounts.

(c) The Company has provided true and complete copies of the Management Accounts to the Purchaser in the Data Room. The Management Accounts: (i) have been prepared in accordance with good accounting practice with all due care and on a basis consistent with the management accounts of the Company prepared in the preceding year; (ii) fairly present in all material respects the financial affairs of the Company as at the date to which they have been prepared and its results of operations for the period covered by the Management Accounts; and (iii) are not inaccurate or misleading in any material respect.

6.10 Additional Financial Matters.

(a) Each Target Company maintains books and records reflecting its assets and Liabilities and maintains proper internal accounting controls that are in accordance with applicable Law. All of the financial books and records of the Target Companies are complete and accurate in all material respects and have been maintained in the ordinary course of business and in accordance with applicable Laws. The Company has not and, to the Knowledge of the Company, no Target Company has, been subject to or involved in any material fraud that involves management or other employees who have a significant role in the internal controls over financial reporting of the Company or any Target Company, respectively. Since its formation, no Target Company or its Representatives has received any material written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of any Target Company or its internal accounting controls.

(b) Except as fairly disclosed in the Accounts, no Target Company has:

(i) any outstanding capital commitments and is not engaged in any scheme or project requiring capital expenditure;

(ii) any outstanding loan capital, has no arrangements with its bankers or others relating to overdraft, borrowing or other financial facilities, has not factored its debts and has not borrowed any money which it has not repaid;

(iii) engaged in financing of a type which need not be shown or reflected in its audited accounts; and

(iv) lent any money which has not been repaid to it and does not own the benefit of any debt other than debts accrued to it in the ordinary course of its business or owing to it by its bankers.

(c) No Target Company is subject to any Insolvency Proceedings nor have any Insolvency Proceedings been commenced in relation to any Target Company's assets, chattels, property or undertaking. To the Knowledge of the Company, there are no circumstances which would entitle any person to commence such Insolvency Proceedings. Each Target Company is solvent and is able to pay (and has not stopped or suspended paying) its debts as and when they fall due.

(d) No Target Company has received any Grant Funding.

(e) Each Target Company has conducted all related party transactions at arm's length.

(f) All financial projections with respect to the Target Companies that were prepared by the Company and delivered to the Purchaser for use in the Prospectus or in connection with the PIPE Subscriptions or delivered to Subscribers were prepared in good faith using assumptions that the Company believes to be reasonable in all material respects.

6.11 Position since the Reference Date. Since the Reference Date:

(a) each of the Target Companies has carried on its business only in the ordinary course, and in the same manner as previously (including nature and scope), so as to maintain it as a going concern;

(b) there has been no material adverse change in the turnover of any Target Company or in its financial or trading position, performance;

(c) no Target Company has assumed or incurred, nor agreed to assume or incur, any Liabilities (including contingent Liabilities) otherwise than in the ordinary course of business;

(d) no Target Company has disposed of or acquired, or agreed to dispose of or acquire, any business or any material asset;

(e) each Target Company has paid its creditors within the times agreed with those creditors and there has been no change in the manner or time of issue of invoices or the collection of debts;

(f) no dividend or other distribution of profits or assets has been, or agreed to be, declared, made or paid by any Target Company;

(g) no resolutions or decisions have been passed by the Company Shareholders or by the Company as the sole shareholder of the other Target Companies;

(h) no loan or loan capital or redeemable share capital of any Target Company has been issued or repaid or redeemed in whole or in part or has become liable to be repaid or redeemed; and

(i) no Target Company has been subject to a Material Adverse Effect.

6.12 Compliance with law.

(a) The Target Companies have complied with, and conducted their business in accordance with, all applicable Laws and regulations in all material respects in any jurisdiction in which the Target Companies operate.

(b) The Target Companies have the benefit of and have in all material respects complied with all permits, authorities, licences and consents necessary for the Target Companies to carry on their business effectively in the manner and in the places in which their business is now carried on and those permits, authorities, licences and consents are all valid and subsisting.

(c) No Target Company has been notified that it is in material breach of any of the provisions of any of the permits, authorities, licences and consents referred to in Clause 6.12(b) and to the Knowledge of the Company there are no circumstances which might lead to the suspension, alteration or cancellation of any such permits, authorities, licences or consents nor is there any agreement which materially restricts the fields within which the Company may carry on its business.

(d) The Company, so far as it is aware, has not committed and is not liable for any criminal, illegal, unlawful or unauthorized act in any material respects or material breach of covenant, contract or statutory duty in any jurisdiction in which the Company operates.

(e) No Director has:

(i) been convicted of a criminal offence (except any road traffic offence not punished by a custodial sentence);

(ii) been disqualified from being a company director; or

(iii) given, or offered to give, a disqualification undertaking under section 1A of the Company Directors Disqualification Act 1986.

(f) To the Knowledge of the Company, no person, not being a director of the Company, has any actual or ostensible authority, whether under a power of attorney, agency agreement or otherwise, to commit the Company to any obligation other than an obligation of a nature which it is usual for it to incur in the ordinary course of its business.

6.13 Data protection. The Company:

(a) has implemented appropriate technical and organisational measures in accordance with Data Protection Laws, to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction,

loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise processed, as monitored through regular penetration tests and vulnerability assessments (including by remediating any and all material identified vulnerabilities);

(b) has collected and processed any Personal Data fairly and lawfully in accordance with the Data Protection Laws;

(c) has collected all the necessary authorisations, consents or other permissions to process and use the Personal Data in accordance with the Data Protection Laws (including the ability for data subjects to 'opt-out' of any marketing on an ongoing basis);

(d) has entered into an agreement with each processor appointed by the Company that complies with the requirements of the Data Protection Laws and has complied with all agreements, arrangements involving the processing of Personal Data between the Company and a third party in all material respects;

(e) has erased or anonymised Personal Data when required by the Data Protection Laws (including where there is no longer a sufficient lawful basis under the GDPR and the DPA to retain it) or as requested or required under applicable arrangements or agreements the Company is subject to;

(f) has not received a notice from the UK Information Commissioner or any other competent Governmental Authority imposing any sanction for breach of, or alleging or informing the Company that the authority is investigating an allegation that it has breached the Data Protection Laws;

(g) has not in the period of three (3) years preceding the date of this Agreement received any enforcement notice, information notice, monetary penalty notice or other notice, claim, complaint, correspondence or communication from a data subject or any other person claiming a right to compensation under the Data Protection Laws, or alleging any breach of the Data Protection Laws;

(h) has not in the period of three (3) years preceding the date of this Agreement suffered a material personal data breach (as defined under Data Protection Laws) that is required under Data Protection Laws to be notified to the UK Information Commissioner or any other competent Governmental Authority, and the Company has not been notified of such a breach or loss by any third party;

(i) has made all necessary registrations and notifications in accordance with the Data Protection Laws; and

(j) complies and has complied with the Data Protection Laws in all material respects relating to the processing and transfer of personal data.

6.14 Litigation.

(a) There is no outstanding arbitral award, or decision of a court, tribunal, arbitrator or government agency against the Company.

(b) Neither the Company nor any of its officers nor any person for whose acts or defaults the Company may be vicariously liable is involved (whether as claimant, defendant or otherwise) in any civil, criminal, arbitration or mediation proceedings or dispute resolution process (a “**Proceeding**”). No Proceeding and no claim of any nature is pending or threatened by or against the Company or any of those persons or in respect of which the Company is liable to indemnify any party concerned.

(c) The Company is not party to any undertaking or assurance given to a court, tribunal, regulatory authority, governmental agency or to any other person in connection with any Proceedings or claim and no governmental, regulatory or official investigation or inquiry concerning the Company is, to the Knowledge of the Company, pending or has been threatened.

(d) The Company is not the subject of, and there are no facts or circumstances likely to cause it to be the subject of any investigation, enquiry or disciplinary proceeding (whether judicial, quasi-judicial or otherwise).

6.15 Material Contracts and other obligations.

(a) The Company has made available to the Purchaser in the Data Room complete copies of, each Contract (including all written amendments thereto) to which any Target Company is a party or by which any Target Company or any of their properties or assets are bound (each Contract set out in paragraph 6.15(a) of the Company Disclosure Letter, a “**Company Material Contract**”) that:

(i) contains covenants that materially limit the ability of any Target Company to (A) compete in any line of business or with any Person or in any geographic area, (B) provide or take any service or product or (C) solicit any Person (except to the extent such Person responds to a general public advertisements), in each case in any material respect, or (D) purchase or acquire an interest in any other Person;

(ii) relates to the formation, creation, operation, management or control of any joint venture, profit-sharing, partnership, limited liability company, strategic alliance or other similar agreement or arrangement that is material to the Target Companies, taken as a whole;

(iii) involves any exchange traded, over the counter or other swap, cap, floor, collar, futures contract, forward contract, option or other derivative financial instrument or Contract, based on any commodity, security, instrument, asset, rate or index of any kind or nature whatsoever, whether tangible or intangible, including currencies, interest rates, foreign currency and indices other than those entered into in the ordinary course of business of the Target Companies on behalf of a customers or any ordinary course transactions that are settled on a daily basis, in each case that is material to the Target Companies, taken as a whole;

(iv) evidences Indebtedness (whether incurred, assumed, guaranteed or secured by any asset) of any Target Company having an outstanding principal amount in excess of £200,000;

- (v) is with any Government Authority;
- (vi) involves the acquisition or disposition, directly or indirectly (by merger or otherwise), of assets with an aggregate value in excess of £500,000 or shares or other equity interests of any Target Company or another Person;
- (vii) relates to any merger, consolidation or other business combination with any other Person or the acquisition or disposition of any other entity or its business or material assets or the sale of any Target Company, its business or material assets that remain unperformed, in each case, with an aggregate value in excess of £1,000,000;
- (viii) by its terms, individually or with all related Contracts, calls for aggregate payments or receipts by the Target Companies under such Contract or Contracts of at least £200,000 per year or £1,000,000 in the aggregate;
- (ix) contains licenses, sublicenses and other agreements or permissions, under which a Target Company is a licensee, excluding (A) Immaterial Licenses, (B) licenses for Open Source Materials and (C) “shrink wrap,” “click wrap,” and “off the shelf” Software licenses and other agreements for Software (or the provision of Software-enabled services) that is not included in or linked to any Company Products or any Company Software and is commercially available to the public generally with license, maintenance, support and other fees of less than £250,000 per year;
- (x) pursuant to which any Target Company has expressly granted to any third party any exclusive license, right, immunity or authorisation to use, practice or register any Company Owned IP, excluding Immaterial Licenses and with an aggregate value in excess of £1,000,000;
- (xi) obliges the Target Companies to provide continuing indemnification or a guarantee of obligations of a third party after the date hereof in excess of £1,000,000;
- (xii) is between any (A) Target Company and (B) any Company Shareholder or any directors, officers or employees of a Target Company (other than at-will employment, assignment of Intellectual Property Rights or confidentiality arrangements entered into in the ordinary course of business) or any of their respective Affiliates or other related Person, including all non-competition, severance and indemnification agreements;
- (xiii) is a labour agreement, collective bargaining agreement, or other labour-related agreement or arrangement with any labour union, labour organisation, works council or other employee-representative body;
- (xiv) obligates the Target Companies to make any capital commitment or expenditure in excess of £250,000 (including pursuant to any joint venture);
- (xv) grants to any Person (other than the Company or any other Target Company) a right of first refusal, first offer, call option right, put option right, drag along

right, tag along right or similar preferential right to purchase or acquire equity interests in, or material assets owned by, the Company or any other Target Company;

(xvi) provides another Person (other than another Target Company or any manager, director or officer of any Target Company) with a power of attorney from a Target Company; and

(xvii) any outstanding written commitment to enter into any Contract of the type described in subclauses (i) through (xvi) of this Clause 6.15(a).

(b) With respect to each Company Material Contract: (i) such Company Material Contract is valid and binding and enforceable in all material respects against the Target Company party thereto and, to the Knowledge of the Company, each other party thereto, and, to the Company's Knowledge, is in full force and effect (except, in each case, as such enforcement may be limited by the Enforceability Exceptions); (ii) the consummation of the Transactions will not (A) affect the validity or enforceability of any Company Material Contract or (B) make such Company Material Contract terminable by the counterparty; (iii) no Target Company is in material breach or material default in the context of the Group's financial position and, to the Company's Knowledge, no event has occurred that with the passage of time or giving of notice or both would constitute such a material breach or default by any Target Company or permit termination or acceleration by the other party thereto, under such Company Material Contract; (iv) to the Knowledge of the Company, no other party to any Company Material Contract is in material breach or material default in the context of the Group's financial position, and to the Knowledge of the Company, no event has occurred that with the passage of time or giving of notice or both would constitute such a material breach or default by such other party or permit termination or acceleration by any Target Company, under such Company Material Contract; (v) no Target Company has received or served written notice of an intention by any party to any such Company Material Contract to terminate, disclaim or repudiate such Company Material Contract or materially amend the terms thereof, other than modifications in the ordinary course of business that do not adversely affect the Target Companies, taken as a whole, in any material respect; and (vi) no Target Company has waived any material rights under any such Company Material Contract.

(c) The Company is not aware of any material outstanding liability or contingent liability in respect of any guarantee or contract of indemnity or suretyship within a Company Material Contract.

(d) There are no loans made by the Company to any of its directors or shareholders and/or any person connected with any of them and no debts or liabilities owing by the Company to any of its directors or shareholders and/or any person connected with them as aforesaid.

(e) The Company has not granted any security over any part of its undertaking or assets.

6.16 Intellectual Property Rights.

(a) Complete and accurate particulars of all registered Intellectual Property Rights including applications for those rights which are owned by each Target Company, the details of those registrations or applications and all material unregistered Intellectual Property Rights which are owned by the Target Companies are set out in the Company Disclosure Letter.

(b) The Company Disclosure Letter sets out full and accurate details (consisting of the relevant parties and date) of all material licences and agreements (the “**IP Licences**”) under which:

(i) each Target Company uses or exploits Intellectual Property Rights owned by any third party; or

(ii) each Target Company has licensed or agreed to license Intellectual Property Rights to, or otherwise permitted the use or registration of any Intellectual Property Rights by, any third party.

(c) All the IP Licences are in full force and effect and no Target Company is in receipt of any notice to terminate any of them.

(d) To the Knowledge of the Company, the obligations of all parties in respect of such IP Licences have been fully complied with and no material disputes have arisen in respect of them.

(e) To the Knowledge of the Company, all the Intellectual Property Rights used by the Target Companies in the course of its business in the period prior to the date of this Agreement are either:

(i) owned legally and beneficially, and free from any Encumbrances, by a Target Company; or

(ii) licensed under a valid and enforceable IP Licence in favour of a Target Company.

(f) The Intellectual Property Rights owned by the Target Companies are: (i) solely and exclusively owned by the Target Companies; (ii) to the Knowledge of the Company, subsisting, valid and enforceable; and (iii) to the Knowledge of the Company, all Confidential Information that is held by and material to the Target Companies has been kept confidential by the Target Companies and, other than disclosing Confidential Information in the normal course of business to selected third parties under appropriate confidentiality restrictions, nothing has been done or not been done as a result of which any Confidential Information that is held by and material to the Target Companies has ceased to be confidential. Each Target Company has taken reasonable endeavours to protect and maintain the secrecy of Confidential Information owned or held by the Target Companies, including by not providing access (whether present, contingent or otherwise) to its material source code and material databases to third parties. In this Clause 6.16 only, “**Confidential Information**” means inventions, discoveries, trade secrets, Know-how, industrial techniques, designs, drawings, specifications, research and development data and other

information which is marked or would expected to be confidential, regardless of whether such information is recorded in any physical, electronic or other embodiment.

(g) To the Knowledge of the Company, (i) there is and has been no infringement or other violation by any third party of any of the Intellectual Property Rights owned by or exclusively licensed to a Target Company and (ii) no Target Company has received a written notice of any action that is pending or threatened against any Target Company that challenges (A) the validity, enforceability or ownership of any Intellectual Property Rights owned by a Target Company or (B) any Target Company's right to use or license any Intellectual Property Rights licensed to a Target Company.

(h) To the Knowledge of the Company, the activities of the Target Companies and the carrying on of their business (as carried on in the previous 12 months) do not infringe or otherwise violate any Intellectual Property Rights of any third party. To the Knowledge of the Company, in the period of three (3) years preceding the date hereof, the activities of the Target Companies have not infringed or otherwise violated any Intellectual Property Rights of any third party. No Target Company has received any written notice alleging any of the foregoing.

(i) No domain names used by a Target Company have been registered in the name of any third party.

(j) All current and former founders, employees, consultants and independent contractors who created any Intellectual Property Rights material to the business of the Target Companies have executed a valid written agreement that assigned to a Target Company all of such Person's right, title and interest in and to such Intellectual Property Rights.

6.17 Information Technology.

In this Clause 6.17:

“IT Contracts” means all arrangements and agreements relating to the IT System (or any part of it) under which any third party (including any source code deposit agent) provides any element of, or services relating to, the IT System, including, without limitation, leasing, hire purchase, licensing, maintenance, outsourcing and services agreements, in each case which are material in the context of the Target Companies' financial or trading position;

“IT System” means all computer hardware (including network and telecommunications equipment, cabling, power supplies, printing facilities, work stations and related components) and software (including associated preparatory materials, user manuals and other related documents, outsourcing arrangements and any zero disaster recovery management arrangements) and any other items that connect with any of the above, owned, used, licensed or leased by the Company, in each case which are material in the context of the Target Companies' financial or trading position; and

“Open Source Code” means any software code that is distributed as “free software” or “open source software” or is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software, which includes software code that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla

License, Common Public License, Apache License, BSD License, Artistic License, or Sun Community Source License.

(a) Complete and accurate particulars of the IT System and material IT Contracts are included in the Company Disclosure Letter.

(b) The Company owns the IT System free from any Encumbrances. The Company has obtained all necessary rights from third parties to enable it to make use of the IT System for the purposes for which it is being used.

(c) The IT System is in good working condition to effectively perform all information technology operations necessary to conduct the business of the Target Companies as currently conducted. None of the Target Companies have experienced any material disruption to the conduct of business attributable to a defect, bug, breakdown or other failure or deficiency of the IT System.

(d) To the Knowledge of the Company, neither the Company Products nor the IT System contain in any material respect any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” or “worm” (as such terms are commonly understood in the software industry) or any other malicious software or device designed or intended to have any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such software or device is stored or installed; or (ii) damaging or destroying any data or file without the user’s consent.

(e) All IT Contracts are in full force and effect, the obligations of the Company in respect of them have been fully complied with in all material respects and no disputes have arisen in respect of them.

(f) To the Knowledge of the Company, no IT Contract is liable to be terminated (except upon expiry in accordance with the particulars fairly disclosed in the Company Disclosure Letter).

(g) Save to the extent fairly disclosed in the Company Disclosure Letter, the Company either has possession or control of the source code in respect of all software in the IT System or the source code is held in escrow with a reputable deposit agent on terms which provide that the source code relating to the relevant software (as modified and updated from time to time) will be made available to the Company if the relevant licensor’s ability or willingness to maintain and support the software becomes restricted and/or the licensor becomes insolvent.

(h) The Company has in place adequate back-up, disaster recovery and other systems and procedures to enable its business to continue without material adverse change in the event of a material failure of the IT System.

(i) To the Knowledge of the Company, no Company Product contains, is derived from, is distributed with, or is being or was developed using Open Source Code that is

licensed under any terms that impose a requirement or condition that any Company Product or part thereof:

- (i) be disclosed or distributed in source code form;
- (ii) be licensed for the purpose of making modifications or derivative works; or
- (iii) be redistributable at no charge.

6.18 Insurance.

(a) Paragraph 6.18(a) of the Company Disclosure Letter lists all material insurance policies (by policy number, insurer, coverage period, coverage amount, annual premium and type of policy) held by a Target Company relating to a Target Company or its business, properties, assets, directors, officers and employees, true and complete copies of which have been provided to the Purchaser in the Data Room.

(b) Each Target Company is, and at all material times has been, fully covered by valid insurances against all normal risks having regard to the type of business carried on and assets owned or used by it. No Target Company has any self-insurance or co-insurance programs.

(c) All policies of insurance to which any Target Company is a party are in full force and effect, valid and enforceable and will continue to be in full force and effect, valid and enforceable on identical terms following the Share Exchange Closing (except, in each case, as such enforcement may be limited by the Enforceability Exceptions), and true copies of the same have been fairly disclosed. All premiums due under such policies have been timely paid and there are no outstanding claims or circumstances likely to give rise to a claim thereunder. To the Knowledge of the Company, nothing has been done or omitted to be done which has made or could make any such policy void or voidable or whereby the renewal of any such policy might be affected or the premiums due in respect thereof are likely to be increased. Since January 1, 2019, no Target Company has received any written notice from, or on behalf of, any insurance carrier relating to or involving any adverse change or any change other than in the ordinary course of business, in the conditions of insurance, any refusal to issue an insurance policy or non-renewal of a policy.

(d) Since the respective formation of each of the Target Companies, no Target Company has made any insurance claim in excess of €50,000 and each Target Company has reported to its insurers all claims and pending circumstances that would reasonably be expected to result in a claim, except where such failure to report such a claim would not be reasonably likely to be material to the Target Companies, taken as a whole. To the Knowledge of the Company, no event has occurred, and no condition or circumstance exists, that would reasonably be expected to (with or without notice or lapse of time) give rise to or serve as a basis for the denial of any such insurance claim. Since its formation, no Target Company has made any material claim against an insurance policy as to which the insurer is denying coverage.

6.19 Anti-corruption; Anti-Money Laundering; Sanctions.

(a) No Target Company, nor, to the Knowledge of the Company, any of their respective Representatives acting on their behalf has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) promised, made or offered to make any unlawful payment or provided or offered to provide anything of value to any official or employee of a Governmental Authority, to foreign or domestic political parties or campaigns or violated any provision of any applicable Anti-Corruption Laws, (iii) made any other unlawful payment, or (iv) since their respective formation, given or agreed to give any unlawful gift or similar benefit in any material amount to any customer, supplier, official or employee of a Governmental Authority or other Person who is or may be in a position to help or hinder any Target Company or assist any Target Company in connection with any actual or proposed transaction to the extent that subclauses (i) through (iv) would be in violation of any applicable Anti-Corruption Laws. No Action involving a Target Company with respect to the any of the foregoing is pending or, to the Knowledge of the Company, threatened.

(b) The operations of the Target Companies are and have been conducted at all times in compliance with Anti-Money Laundering Laws, and no Action involving a Target Company with respect to the any of the foregoing is pending or, to the Knowledge of the Company, threatened. The Target Companies have in place written policies, controls, and systems reasonably designed to ensure compliance with all applicable Anti-Money Laundering Laws. No Target Company (i) has made any voluntary, directed or involuntary disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any non-compliance with any Anti-Money Laundering Laws, (ii) has been the subject of a past, current, pending or threatened investigation, inquiry or enforcement proceeding for a violation of Anti-Money Laundering Laws, or (iii) has received any notice, request, penalty, or citation for any actual or potential non-compliance with Anti-Money Laundering Laws.

(c) No Target Company or any of their respective directors or officers, or, to the Knowledge of the Company, any other Representative acting on behalf of a Target Company is currently a Sanctioned Person, and no Target Company has, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in any Sanctioned Country or for the purpose of financing the activities of any Sanctioned Person in the last five (5) fiscal years. No Target Company or any of their respective directors or officers, or, to the Knowledge of the Company, any other Representative acting on behalf of a Target Company has engaged in any conduct, activity, or practice that would constitute a violation or apparent violation of any applicable Sanctions Laws. No Action involving a Target Company with respect to Sanctions Laws is pending or, to the Knowledge of the Company, threatened. The Target Companies have in place written policies, controls, and systems reasonably designed to ensure compliance with all applicable Sanctions Laws. No Target Company (i) has made any voluntary, directed or involuntary disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any non-compliance with any Sanctions Laws, (ii) has been the subject of a past, current, pending or threatened investigation, inquiry or enforcement proceeding for a violation of Sanctions, or (iii) has received any notice, request, penalty, or citation for any actual or potential non-compliance with Sanctions.

(d) To the Knowledge of the Company, no employee, agent, subsidiary or other person who performs or has performed services for or on behalf of the Company has at any time bribed another Person (within the meaning of section 7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of business for the Company. Each Target Company has in place procedures designed to prevent those persons from undertaking bribery as described.

(e) No Target Company has ever been debarred, suspended or rendered ineligible from bidding for public contracts by reason of any law or decision of any Governmental Authority.

6.20 Employees and Consultants.

(a) Paragraph 6.20(a) of the Company Disclosure Letter fully and accurately sets out in tabular form anonymised details of all (i) the employees, consultants and workers of the Target Companies, (ii) persons who are not employees, consultants or workers and who are providing services to the Target Companies and (iii) persons who have a start date with the Company prior to 28 February 2022, together with full particulars of their terms and conditions of employment or on which they provide services, their salary, emoluments and benefits, their date of employment or engagement, and applicable notice periods for termination of their employment or engagement in each case as at 16 November 2021.

(b) No offer of employment or engagement has been made by the Target Companies where the offeree's salary would exceed £200,000 per annum that has not yet been accepted, or which has been accepted but where the employment or engagement has not yet started and no employee or worker employed by a Target Company whose salary exceeds £200,000 per annum has given or received a notice of termination.

(c) No employee or worker engaged by a Target Company is eligible to receive in excess of six months' notice to terminate their employment or engagement with the Target Company.

(d) Other than the Company Incentive Schemes, there is no existing or proposed bonus, commission, profit-sharing scheme, share option scheme, share incentive scheme or any other scheme or arrangement under which any employee or other worker is or would be entitled to participate in the profits of the business of the Target Companies or acquire shares in any of the Target Companies.

(e) There is no existing or proposed scheme (whether contractual or not) or any custom or practice to provide payments or benefits on redundancy (in addition to statutory redundancy pay) or other termination or on a change of control; or in excess of the statutory minimum in relation to maternity, paternity or adoption leave.

(f) There are no existing or, to the Knowledge of the Company, likely disputes, claims or legal proceedings (including but not limited to terms and conditions of employment, provision of benefits, health and safety and employment classification) in which any Target Companies is involved or likely to be involved in relation to current or former employees, workers,

consultants, or trade unions, staff associations, staff councils, works councils or other organisations formed for a similar purpose and the Company is not aware of any internal investigation or any investigation, inquiry or judgment of any court, governmental agency or regulatory body in respect of any Target Companies' current or former employees, workers or consultants.

(g) There are no amounts outstanding or promised to any employees, workers, consultants or contractors (other than reimbursement of expenses and wages for the current salary period) or any liability incurred by the Target Companies which remains un-discharged in relation to them.

(h) No Target Company has made or agreed to make a payment or provided or agreed to provide a benefit to any current or former director, officer, employee or worker or to their dependents in connection with the actual or proposed termination or suspension of employment or variation of employment contract.

(i) None of the Target Companies have an agreement or arrangement with, or recognise, any trade union or any other body representing their employees or workers nor have any received requests for recognition.

(j) As far as the Company is aware, all employees, consultants and workers are subject to validly executed agreements with a Target Company in materially the same form as disclosed in folder 3.4 of the Data Room ("BenevolentAI – People") in respect of the provision of services to the relevant Target Company.

(k) All employees and workers of the Target Companies have entered into a template intellectual property deed with their employer in the form disclosed at 3.4.7 of the Data Room ("BenevolentAI – People").

(l) To the Knowledge of the Company each individual who is currently providing services to the Target Companies, or who previously provided services to the Target Companies, as an independent contractor or consultant is or was properly classified and properly treated as an independent contractor or consultant by the Target Companies. The Company has received no written notice of any disputes, claims or investigations, in each case by any such individual or independent contractor or relevant governmental or regulatory authority in relation to any individual or independent contractor or consultant's employment status, and to the Knowledge of the Company, there are no threatened or pending current disputes, claims or investigations. To the Knowledge of the Company each individual who is currently providing services to the Target Companies through a third party service provider, or who previously provided services to the Target Companies through a third party service provider, is not or was not an employee of the Target Companies. The Target Companies do not have a, joint employer or similar relationship with any other company.

(m) No Target Company is party to a settlement agreement with a current or former officer, employee or independent contractor of a Target Company that involves allegations relating to sexual harassment by either (i) an officer of a Target Company or (ii) an employee of a Target Company. In the last three (3) years, no written allegations of sexual harassment have been made to a director of the Company, a member of the Company Executive Leadership Team or

human resources department and to the Knowledge of the Company, no allegations of sexual harassment have been made against (i) any officer of any Target Company or (ii) an employee of any Target Company.

(n) To the Knowledge of the Company no employee of any Target Company is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to the Target Companies or (ii) to a former employer of any such employee relating (A) to the right of any such employee to be employed by the Target Companies or (B) to the knowledge or use of trade secrets or proprietary information.

6.21 Benefit Plans.

(a) Paragraph 6.21(a) of the Company Disclosure Letter sets forth a complete and accurate list, as of the date hereof, of each material Benefit Plan (other than any individual employment agreements, offer letters, equity award agreements, or similar agreements on the forms set forth on Schedule 6.21(a) of the Company Disclosure Letter that do not contain material individualized terms). With respect to each Benefit Plan, the Company has made available to Purchaser, to the extent applicable, true, complete and correct copies of (A) such Benefit Plan (or, if not in writing, a written summary of its material terms) and, as applicable, all plan documents, trust agreements, insurance contracts or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications, (C) the most recent annual report (Form 5500 series) filed with the IRS with respect to such Benefit Plan (if applicable), (D) the most recent actuarial report or other financial statement relating to such Benefit Plan, (E) the most recent discrimination tests required under the Code for each Benefit Plan intended to be qualified under Section 401(a) of the Code and (F) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Benefit Plan and any pending request for such a determination letter (if applicable).

(b) Except as set forth in paragraph 6.21(b) of the Company Disclosure Letter, (i) each Benefit Plan and Company Incentive Scheme has been operated and administered in compliance with its terms and all applicable Laws, including ERISA and the Code (if applicable), in all material respects; (ii) all contributions required to be made with respect to any Benefit Plan on or before the date hereof have been made and all obligations in respect of each Benefit Plan as of the date hereof have been accrued and reflected in the Company's financial statements to the extent required by IFRS (if applicable); and (iii) each Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a prototype plan and, to the knowledge of the Company (if applicable), no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Benefit Plan.

(c) No Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "**Multiemployer Plan**") or other pension plan that is subject to Title IV of ERISA ("**Title IV Plan**") to the extent applicable, and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under, a Multiemployer Plan or Title IV Plan at any time within the previous

six (6) years. Neither the Company nor any of its ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied.

(d) With respect to each Benefit Plan, no actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of the Company, threatened, and to the knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(e) No Benefit Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Target Companies for periods extending beyond their retirement or other termination of service, other than (i) coverage mandated by applicable Law, (ii) death benefits under any “pension plan,” or (iii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(f) Except as set forth in paragraph 6.21(f) of the Company Disclosure Letter, the consummation of the Transactions will not, either alone or in combination with another event (such as termination following the consummation of the Transactions), (i) entitle any current or former employee, officer or other service provider of the Target Companies to any severance pay or any other compensation or benefits payable or to be provided by the Target Companies (other than statutory severance or termination payments that are required solely by reason of applicable Law), (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due any such employee, officer or other individual service provider by the Target Companies, or (iii) accelerate the vesting and/or settlement of any Company Options and Company RSUs. The consummation of the Transactions will not, either alone or in combination with another event, result in any “excess parachute payment” under Section 280G of the Code. No Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

(g) All Company Options and Company RSUs have been granted in accordance with the terms of the Company Incentive Schemes. The Company has made available to the Purchaser complete and accurate copies of (i) the Company Incentive Schemes, (ii) the forms of standard award agreement under the Company Incentive Schemes and (iii) copies of any award agreements that materially deviate from such forms. Each such Company Option that has been granted to an individual subject to taxation in the U.S. has been granted with an exercise price that is no less than the fair market value of the underlying Company Ordinary Shares on the date of grant, as determined in accordance with Section 409A of the Code, as well as Section 422 of the Code, if applicable. The treatment of Company Options and Company RSUs that have been granted to individuals subject to taxation in the U.S. will not cause adverse Tax consequences under Section 409A of the Code.

(h) To the extent applicable, each “nonqualified deferred compensation plan” subject to Section 409A of the Code, if any, is maintained in all material respects in documentary and operational compliance with Section 409A of the Code, and the applicable Treasury Regulations and IRS guidance thereunder.

(i) There are no outstanding loans or other extensions of credit made by the Target Companies to any executive officer (as defined in Rule 3b-7 under the Exchange Act, to the extent applicable) or director of the Target Companies.

(j) No employee benefit trust or other employee trust has been established for the benefit of any employee or former employee of any Target Company, and no employee benefit trust or other third party has: (i) made any payment or loan to, (ii) made available or transferred assets to; or (iii) earmarked any assets (however informally) for the benefit of any employee or former employee (or associate of any such employee or former employee) of any Target Company such as would fall within Part 7A ITEPA 2003.

6.22 Pensions.

(a) Other than the Pension Scheme, no Target Company has ever sponsored, designated, participated in, assumed responsibility for or contributed to any arrangement (whether or not closed, funded or tax registered) for providing pension (whether in the form of a defined contribution or defined benefit plan) or other benefits on, or in anticipation of, the retirement, death, accident or sickness of any current or former director or employee of a Target Company (together “**Employees**”), nor has it agreed or announced any proposal to enter into or establish any such arrangement.

(b) All material particulars of the Pension Scheme have been fairly disclosed.

(c) The Pension Scheme only provides money purchase benefits, as defined in section 181 of the Pension Schemes Act 1993.

(d) Each Target Company is not and has never been an employer in respect of a defined benefit pension scheme, been ‘associated’ or ‘connected’ (as such terms are used in section 39 or 43 of the UK Pensions Act 2004 and equivalent provisions under applicable law) with such an employer or has any liability, whether current, contingent or prospective, in respect of a defined benefit pension scheme. No assurance, promise or guarantee has been made or given to an Employee of a particular level or amount of benefit to be provided for or in respect of him on death, retirement or leaving service.

(e) Each Target Company has complied with:

(i) the automatic enrolment obligations as required by the Pensions Act 2008 and associated legislation; and

(ii) its obligations to, under and in respect of the Pension Scheme,

(iii) and to the Knowledge of the Company the Pension Scheme has been operated and administered in accordance with the terms of its governing documentation, all legal obligations and the requirements of all regulatory bodies, including without limitation the Pensions Regulator and HMRC.

6.23 Environmental Matters.

(a) Each Target Company is and has been in compliance in all material respects with all applicable Environmental Laws, including obtaining, maintaining in good standing, and complying in all material respects with all material Permits required for its business and operations by Environmental Laws (“*Environmental Permits*”), and no Action is pending or, to the Knowledge of the Company, threatened to revoke, modify in any material respect, or terminate any such Environmental Permit.

(b) No Action is pending, or to the Knowledge of the Company, threatened against any Target Company or any assets of a Target Company alleging either or both that a Target Company is in material violation of any Environmental Law or Environmental Permit or has any material Liability under Environmental Law.

6.24 Tax.

(a) Each Target Company has within the requisite time limits duly made all income and other material Tax Returns, given all notices, and supplied all other information required to be supplied to any Tax Authority and all such information, Tax Returns and notices were when given or supplied and are now accurate and complete in all material respects and made on a proper basis and are not the subject of, nor, to the Knowledge of the Company, are they likely to be the subject of, any dispute or investigation with any of the relevant authorities concerned.

(b) Each Target Company has duly deducted, withheld, paid and accounted for all material Tax due to have been deducted, withheld, paid or accounted for by it and is not and has not at any time been liable to pay material interest or penalties in respect of Tax and, to the Knowledge of the Company, there are no circumstances in which interest or penalties in respect of material Tax could be charged against a Target Company.

(c) There are no ongoing audits, examinations, or pending legal proceedings with respect to any material Taxes of any of the Target Companies, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of any of the Target Companies.

(d) Each Target Company is in possession and control of all records and documentation that it is obliged to hold, preserve and return for the purposes of any Tax and of sufficient information to enable it to compute correctly its liability to Tax or its entitlement to claim any relief.

(e) Neither the execution, nor the performance of any obligations under this Agreement nor completion of this Agreement will result in any charge to Tax to arise on a Target Company or in any claw back of any relief previously given to a Target Company.

(f) Each UK Target Company is a registered and taxable person for the purposes of VAT and (i) has complied with all the requirements of the VAT legislation and all applicable regulations; (ii) is not in arrears with any payment or returns and is not liable to any abnormal or non-routine payment for VAT purposes; (iii) has maintained complete correct and up to date VAT records invoices and other necessary documents; (iv) has not been required by HMRC

to give any security; and (v) is not and has never been or agreed to be an agent or VAT representative for the purposes of section 47 or 48 of the Value Added Tax Act 1994. Each UK Target Company is a member of a group of companies for VAT purposes full details of which are set out in the Disclosure Letter.

(g) No Target Company is liable to account for or to pay an amount in respect of VAT chargeable as a result of the exercise of an option to tax under Schedule 10 paragraph 2 to the Value Added Tax Act 1994.

(h) No Target Company is liable for the Taxes, contingent or otherwise, of any other Person (other than the Target Companies) (i) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law, or (ii) which at any time has been a member of the same group or consortium as the relevant Target Company or an associated company of the relevant Target Company for Tax purposes or in respect of any transaction effected with or asset or benefit received from or given by the relevant Target Company to any such other company.

(i) Since the Most Recent Accounts Date, no Target Company has ceased to be a member of a group of companies or undergone a change of control.

(j) None of the Target Companies is a party to any Tax indemnification or Tax sharing or similar agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(k) To the Knowledge of the Company, none of the Target Companies will be required to include any material amount in taxable income, exclude any material item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of U.S. state or U.S. local Law) for any taxable period (or portion thereof) ending after the Share Exchange Closing Date as a result of any (i) (A) excess loss account or deferred intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of U.S. state or U.S. local Law), (B) instalment sale or (C) open transaction disposition, in each case as a result of actions taken prior to the Share Exchange Closing (other than actions taken in the ordinary course of business or recorded on the accounts of the relevant Target Company), (ii) prepaid amount received or deferred revenue recognized prior to the Share Exchange Closing (other than amounts incurred in the ordinary course of business or recorded on the accounts of the relevant Target Company), (iii) change in method of accounting for a taxable period ending on or prior to the Share Exchange Closing Date (and the IRS has not proposed any such adjustment or change in accounting method) (iv) “closing agreements” described in Section 7121 of the Code (or any similar provision of U.S. state or U.S. local Law) executed prior to the Share Exchange Closing.

(l) Neither Benevolent Technology, Inc. nor Ferret.AI, LLC has deferred the employer’s share of any “applicable employment taxes” under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “**CARES Act**”), failed to properly comply in all material respects with and duly account for all credits received under Sections 7001 through 7005 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act, or

sought, or intends to seek, a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. § 636(a)).

(m) Benevolent Technology, Inc. has not been a party to any transaction treated by the parties as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement.

(n) Benevolent Technology, Inc. has not participated in a “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(o) No Target Company has entered into, or been party to any scheme or arrangement designed partly or wholly for the purposes of avoiding or deferring Tax or which has been disclosed to a Tax Authority.

(p) The Company is not aware of any person acting in the capacity of a person associated with (as defined in section 44 of the Criminal Finances Act 2017) any Target Company having committed a UK or foreign tax evasion facilitation offence (as defined in sections 45 and 46 respectively of the Criminal Finances Act 2017).

(q) All of the documents relating to or necessary to prove the title of each Target Company to its assets or bring any cause of action in any court or tribunal (including, without limitation, its intellectual property) have been properly stamped.

(r) Each Target Company is and has only ever been Tax resident in its jurisdiction of incorporation and is and has not been either (i) resident or (ii) subject to Tax through a permanent or other business establishment or fixed place of business. Within the two (2) year period ending on the date hereof, no Target Company has been notified in writing by any Governmental Authority that it is or may be required to file a Tax Return or pay any Taxes in any jurisdiction in which the Target Company does not file such Tax Returns or pay such Taxes, which notice has not been resolved.

(s) Save to the extent fairly disclosed, none of each Target Company’s directors, officers, employees or former or proposed directors, officers or employees of each Target Company have received any securities, interests in securities or securities options as defined in Part 7 of Income Tax (Earnings and Pensions) Act 2003 (“*ITEPA*”).

(t) All of each Target Company’s directors, officers or employees or former or proposed directors, officers or employees of each Target Company who have received any securities or interests in securities falling with Chapter 2 of Part 7 of ITEPA have entered into elections jointly with the relevant Target Company under section 431 of ITEPA and a list of any such directors, officers or employees and the elections entered into is set out in paragraph 6.24(t) of the Company Disclosure Letter.

(u) Each Target Company has deducted Tax as required by law from all payments to or treated as made to or benefits provided for the relevant Target Company’s directors, officers or employees or former or proposed directors, officers or employees of each Target Company and persons rendering services to the relevant Target Company and has within the appropriate time limits accounted to the relevant Tax Authority for all such Tax deducted and has

paid to the relevant Tax Authority all Tax and contributions payable in respect of such payments or benefits (including, for the avoidance of doubt, securities, interests in securities or securities options as defined in Part 7 of ITEPA).

(v) No Target Company is, nor has it been, party to any transaction or arrangement under which it has been required to compute its profits or losses for tax purposes as if arm's length terms had been made or imposed instead of the actual terms, or otherwise to make any adjustment for tax purposes to the terms on which the transaction or arrangement took place.

(w) The Company is treated as a corporation for United States federal income tax purposes, and the Company has not made an entity classification election to be treated as other than a corporation for United States federal income tax purposes other than as contemplated in Clause 2.3.

(x) Benevolent Technology Inc. is treated as a corporation for United States federal income tax purposes.

(y) Ferret.AI, LLC is and has been treated since its formation as an entity disregarded as separate from its owner for United States federal income tax purposes.

(z) BenevolentAI Technology Limited has been treated as a corporation for United States federal income tax purposes since its formation on 1 October 2015, and has not made an entity classification election to be treated as other than a corporation for United States federal income tax purposes.

(aa) The provisions for Taxes in the Accounts are sufficient for the payment of all accrued and unpaid applicable Taxes of each Target Company, whether or not assessed or disputed as of the date of the Accounts.

(bb) None of the Target Companies has taken or agreed to take any action not contemplated by this Agreement that would reasonably be expected to prevent or impede the Share Exchange together with the election contemplated under Clause 2.3 from qualifying for the Intended US Tax Treatment. None of the Target Companies as of the date hereof has any knowledge of any facts or circumstances that would reasonably be expected to prevent or impede the Share Exchange together with the election contemplated under Clause 2.3 from qualifying for the Intended US Tax Treatment.

6.25 Properties.

(a) No Target Company owns any real property.

(b) Paragraph 6.25(b) of the Company Disclosure Letter contains a true, correct and complete list of all premises currently leased or subleased by a Target Company or occupied or used by a Target Company, and of all current leases, licences, lease guarantees, agreements and documents related thereto as of the date of this Agreement, including all amendments, terminations and modifications thereof or waivers thereto (collectively, the "**Property Leases**"), as well as the current annual rent and term under each Property Lease. The Company has provided to the Purchaser in the Data Room a complete copy of each of the Property Leases, together with all

amendments and variations thereto, and in the case of any oral Property Lease, a written summary of the material terms of such Property Lease. The Property Leases are valid, binding and enforceable against the Target Company party thereto and, to the Knowledge of the Company, each other party thereto, in accordance with their terms and are in full force and effect (except, in each case, as such enforcement may be limited by the Enforceability Exceptions). No event has occurred which (whether with or without notice, lapse of time or both or the happening or occurrence of any other event) would constitute a material default on the part of a Target Company or, to the Knowledge of the Company, any other party under any of the Property Leases, and no Target Company has received notice of any such default or that it may not use the Property for the purpose for which it presently uses it.

(c) The Leased Properties (defined below) and the fixtures and fittings in them comprise the only land and buildings that have ever been owned, leased, licensed, occupied or used by any Target Company or in relation to which any Target Company has ever had any right, interest or liability (whether actual or contingent). To the Knowledge of the Company, the applicable Target Company's interest in each Leased Property is free from any mortgage, debenture, charge, lien or other right in the nature of security. The Company is in actual occupation of (or parts of) the Leased Properties. As used in this Clause 6.25 only, "***Leased Properties***" means the leasehold premises underlying the Property Leases.

(d) All items of Personal Property with a book value or fair market value of greater £100,000 are in good operating condition and repair in all material respects (reasonable wear and tear excepted consistent with the age of such items), and are suitable for their intended use in the business of the Target Companies. The operation of each Target Company's business as it is now conducted or presently proposed to be conducted is not in any material respect dependent upon the right to use the Personal Property of Persons other than a Target Company, except for such Personal Property that is owned, leased or licensed by, or otherwise contracted to, a Target Company.

6.26 Finders and Brokers. No broker, finder or investment banker or other Person is entitled to any brokerage, finder's or other fee or commission from the Purchaser, the Purchaser Subsidiary, the Target Companies, the Company Shareholders or any of their respective Affiliates in connection with the Transactions based upon arrangements made by or on behalf of the Company (excluding, for the avoidance of doubt, any fees or commissions as set out in paragraph 6.26 of the Company Disclosure Letter).

6.27 Information Supplied. None of the information supplied or to be supplied by the Company expressly for inclusion or incorporation by reference: (a) in any current report, and any exhibits thereto or any other report, form, registration or other filing made with any Governmental Authority and Euronext with respect to the Transactions or any Ancillary Documents; (b) in the Prospectus and the Circular; or (c) in the mailings or other distributions to the Purchaser's shareholders and/or prospective investors with respect to the consummation of the Transactions or in any amendment to any of documents identified in (a) through (c), will, when filed, made available, mailed or distributed, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by the Company expressly for inclusion or

incorporation by reference in any of the Signing Press Release, the Signing Filing, the Closing Filing and the Closing Press Release will, when filed or distributed, as applicable, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, the Company makes no warranty or covenant with respect to any information supplied by or on behalf of the Purchaser, the Purchaser Subsidiary or any of their respective Affiliates or any information omitted in reliance upon and in conformity with information furnished in writing to the Company specifically for inclusion in any of the documents identified in (a) through (c) by or on behalf of the Purchaser, the Purchaser Subsidiary or any of their respective Affiliates.

CLAUSE 7

WARRANTIES OF THE COMPANY SHAREHOLDERS

Each Company Shareholder, solely on behalf of himself, herself or itself, as applicable, hereby warrants severally (not jointly, and not jointly and severally) to the Purchaser and the Company, as of the date hereof and as of the Share Exchange Closing, as follows:

7.1 Organisation and Standing. Each Company Shareholder, if not an individual person, is an entity duly organised, validly existing and in good standing under the Laws of the jurisdiction of its formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

7.2 Authorisation; Binding Agreement. Each Company Shareholder has all requisite power, authority and legal right and capacity to execute and deliver this Agreement and each Ancillary Document to which he, she or it is a party, to perform the Company Shareholder's obligations hereunder and thereunder and to consummate the Transactions. This Agreement has been, and each Ancillary Document to which each Company Shareholder is or is required to be a party has been or shall be when delivered, duly and validly executed and delivered by each Company Shareholder and assuming the due authorisation, execution and delivery of this Agreement and any such Ancillary Document by the other parties hereto and thereto, constitutes, or when delivered shall constitute, the valid and binding obligation of the Company Shareholders, enforceable against each Company Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

7.3 Ownership. Each Company Shareholder owns good, valid and marketable title to all of the Company Shares set out opposite the name of such Company Shareholder in column 3 on Schedule 1, free and clear of any and all Liens (other than those imposed by Applicable Securities Laws or the Company's Organisational Documents). There are no voting trusts, proxies, shareholder agreements or any other written agreements or understandings, to which any Company Shareholder is a party or by which any Company Shareholder is bound, with respect to the voting or transfer of any of the Company Shares other than this Agreement. Upon transfer of the Company Shareholder's Company Shares to the Purchaser on the Share Exchange Closing Date in accordance with this Agreement, the entire legal and beneficial interest in such Company Shares and good, valid and marketable title to such Company Shares (other than the Company G2 Growth

Shares), free and clear of all Liens (other than those imposed by Applicable Securities Laws or those incurred by the Purchaser), will pass to the Purchaser.

CLAUSE 8

COVENANTS

8.1 Access and Information.

(a) During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with Clause 12.1 or the Share Exchange Closing (the “*Interim Period*”), subject to Clause 8.13, the Company shall give, and shall cause its Representatives to give, the Purchaser and its Representatives, at reasonable times during normal business hours and at reasonable intervals and upon reasonable advance notice, reasonable access to all offices and other facilities and to all employees, properties, Contracts, books and records, financial and operating data and other similar information (including Tax Returns, internal working papers, client files, client Contracts and director service agreements), of or relating to the Target Companies, as the Purchaser or its Representatives may reasonably request regarding the Target Companies and their respective businesses, assets, Liabilities, financial condition, operations, management, employees and other aspects as required to complete the Transactions (including unaudited quarterly financial statements, including a consolidated quarterly balance sheet and income statement, a copy of each material report, schedule and other document filed with or received by a Governmental Authority pursuant to the requirements of Applicable Securities Laws, and independent public accountants’ work papers (subject to the consent or any other conditions required by such accountants, if any) in each case, if the financial statements or other documents already exist), and cause each of the Representatives of the Company to reasonably cooperate with the Purchaser and its Representatives in their investigation; *provided*, however, that the Purchaser and its Representatives shall conduct any such activities in such a manner as not to unreasonably interfere with the business or operations of the Target Companies. Notwithstanding the foregoing, the Company shall not be required to provide access to any information (i) that is prohibited from being disclosed pursuant to the terms of a written confidentiality agreement with a third party; *provided* that the Company shall use all reasonable endeavours to obtain consent from such third party to disclose such information to the Purchaser, (ii) the disclosure of which would violate any Law, or (iii) the disclosure of which would constitute a waiver of attorney-client, attorney work product or other legal privilege.

(b) The Purchaser hereby agrees that, during the Interim Period, it shall not contact (i) any employee (other than executive officers), customers, supplier or distributor of any Target Company regarding any Target Company, the Transactions or the terms of this Agreement and the Ancillary Documents without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) any Company Shareholder (other than a shareholder who is also an executive officer) regarding any Target Company, the Transactions or the terms of this Agreement and the Ancillary Documents without first agreeing with the Company the purpose of, and providing the Company an opportunity to participate in, any such discussions.

(c) During the Interim Period, subject to Clause 8.13, the Purchaser shall give, and shall cause its Representatives to give, the Company and its Representatives, at reasonable times during normal business hours and at reasonable intervals and upon reasonable advance notice, reasonable access to all offices and other facilities and to all employees, properties, Contracts, books and records, financial and operating data and other similar information (including Tax Returns, internal working papers, client files, client Contracts and director service agreements), of or relating to the Purchaser, as the Company or its Representatives may reasonably request regarding the Purchaser and its business, assets, Liabilities, financial condition, operations, management, employees and other aspects (including unaudited quarterly financial statements, including a consolidated quarterly balance sheet and income statement, a copy of each material report, schedule and other document filed with or received by a Governmental Authority pursuant to the requirements of Applicable Securities Laws, and independent public accountants' work papers (subject to the consent or any other conditions required by such accountants, if any) in each case, if the financial statements or other documents already exist), and cause each of the Purchaser's Representatives to reasonably cooperate with the Company and its Representatives in their investigation; *provided*, however, that the Company and its Representatives shall conduct any such activities in such a manner as not to unreasonably interfere with the business or operations of the Purchaser. Notwithstanding the foregoing, the Purchaser shall not be required to provide access to any information (i) that is prohibited from being disclosed pursuant to the terms of a written confidentiality agreement with a third party; *provided* that the Purchaser shall use all reasonable endeavours to obtain consent from such third party to disclose such information to the Company, (ii) the disclosure of which would violate any Law, or (iii) the disclosure of which would constitute a waiver of attorney-client, attorney work product or other legal privilege.

8.2 Conduct of Business of the Company during the Interim Period.

(a) Unless the Purchaser consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the Interim Period and subject always to Clause 8.4, except as expressly contemplated by the terms of this Agreement or any Ancillary Document, or as set out in Schedule 8.2, or as required by applicable Law (including in respect of any COVID-19 Measures) or as reasonably necessary in light of COVID-19 to protect the wellbeing of the employees generally or to mitigate the impact on the Target Companies and their operations, the Company shall, and shall cause the other Target Companies: (i) to conduct their respective businesses, in all material respects, in the ordinary course of business consistent with past practice and (ii) comply with all Laws applicable to the Target Companies and their respective businesses, assets and employees.

(b) Without limiting the generality of Clause 8.2(a) and except as contemplated by the terms of this Agreement or any Ancillary Document, or as set out in Schedule 8.2, or as required by applicable Law (including in respect of any COVID-19 Measures) or as reasonably necessary in light of COVID-19 to protect the wellbeing of the employees generally or to mitigate the impact on the Target Companies and their operations, during the Interim Period and subject always to Clause 8.4, without the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall not (and the Company

Shareholders shall, if provided the opportunity, vote their Company Shares such that the Company shall not), and shall cause the other Target Companies not to:

(i) amend, waive or otherwise change, in any respect, its Organisational Documents;

(ii) authorise for issuance, issue, grant, sell, pledge, dispose of or propose to issue, grant, sell, pledge or dispose of any of its Equity Securities or any options, warrants, commitments, subscriptions or rights of any kind to acquire or sell any of its Equity Securities, or other securities, including any securities convertible into or exchangeable for any of its shares or other Equity Securities or securities of any class and any other equity-based awards, or engage in any hedging transaction with a third party with respect to such securities, in each case other than in the ordinary course of business, consistent with past practice, of the Company where recruitment involves these being offered, provided that such aggregate amount of any equity-based awards (when aggregated with the number of outstanding Company Options and Company RSUs already in existence and the Company G2 Growth Shares) does not exceed 604,157 Company Securities;

(iii) split, combine, recapitalise or reclassify any of its shares or other equity interests or issue any other securities in respect thereof or pay or set aside any dividend or other distribution (whether in cash, equity or property or any combination thereof) in respect of its equity interests, or directly or indirectly redeem, purchase or otherwise acquire or offer to acquire any of its securities;

(iv) incur, create, assume or otherwise become liable for any Indebtedness (directly, contingently or otherwise) in excess of £500,000 individually or £2,000,000 in the aggregate, make a loan or advance to or investment in any third party, or guarantee or endorse any Indebtedness, Liability or obligation of any Person in excess of £500,000 individually or £2,000,000 in the aggregate;

(v) other than as set out in Schedule 8.2 (A) increase the wages, salaries or compensation of its employees, other than in the ordinary course of business consistent with past practice, and in any event by no more than five percent (5%), (B) make or commit to make any bonus payment (whether in cash, property or securities) to any employee, (C) grant any severance, retention, change in control or termination or similar pay, other than as required by law, as fairly disclosed in the Company Disclosure Letter or in the ordinary course of business consistent with past practice and provided such employee is not a member of the Company Executive Leadership Team, (D) establish any trust or take any other action to secure the payment of any compensation payable by the Company, (E) materially increase other benefits of employees generally, or enter into, establish, materially amend or terminate any Company Benefit Plan with, for or in respect of any current consultant, officer, manager director or employee in connection with the Transactions, (F) hire any employee with an annual base salary greater than or equal to £200,000, or engage any person as an independent contractor with annual compensation of £250,000 or more, or (G) terminate the employment of any employee other than for cause,

other than in the ordinary course of business consistent with past practice or any employee who is a member of the Company Executive Leadership Team;

(vi) waive any restrictive covenant obligations of any employee or individual independent contractor of any Target Company;

(vii) unless required by applicable Law, (i) modify, extend or enter into any labour agreement, collective bargaining agreement, or other labour-related agreement or arrangement with any labour union, labour organisation, works council or other employee-representative body; or (ii) recognise or certify any labour union, labour organisation, works council or other employee-representative body as the bargaining representative for any employees of the Target Companies;

(viii) make, amend, or change any material claim, election, or disclaimer relating to Taxes or amend any material Tax Return, settle or otherwise compromise any material Action relating to Taxes, make any material change in its accounting or Tax policies, procedures or methods or waive or extend any statute of limitations in respect of a period within which an assessment or reassessment of material Taxes may be issued (other than any extension pursuant to an extension to file any Tax Return) or enter into a “closing agreement” as described in Section 7121 of the Code (or any similar settlement or other agreement under similar Law) with any Governmental Authority;

(ix) file any material Tax Return materially inconsistent with past practice (to the extent such past practice exists) or, on any such Tax Return, take any position that is materially inconsistent with a position taken (to the extent such prior position exists) in preparing or filing similar Tax Returns in prior periods, in each case, in a manner which materially and adversely affects the Taxes of the Target Companies;

(x) (A) sell, transfer or license any Intellectual Property Rights to any Person, other than Immaterial Licenses or in the ordinary course of a business, (B) abandon, withdraw, dispose of, permit to lapse or fail to preserve any Company registered Intellectual Property Rights, or (C) disclose any Trade Secrets owned or held by any Target Company to any Person who has not entered into a written confidentiality agreement and is not otherwise subject to confidentiality obligations;

(xi) terminate, or waive or assign any material right under, any Company Material Contract or enter into any Contract that would be a Company Material Contract other than in the ordinary course;

(xii) make any distribution of cash or property or otherwise declare or pay any dividend on, or make any payment on account of, the purchase, redemption, defeasance, retirement or other acquisition of, any of its common shares, as applicable, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property;

(xiii) except in accordance with the Company's accounting policy or IFRS, revalue any of its material assets or make any change in accounting methods, principles or practices;

(xiv) waive, release, assign, settle or compromise any claim or Action (including any Action relating to this Agreement or the Transactions), other than waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages (and not the imposition of equitable relief on, or the admission of wrongdoing by, such Party or its Affiliates) not in excess of £250,000 individually or £1,000,000 in the aggregate, or otherwise pay, discharge or satisfy any Liabilities or obligations, unless such amount has been reserved in the Consolidated Company Financials, as applicable;

(xv) close or materially reduce its activities, or effect any layoff or other personnel reduction or change, at any of its facilities;

(xvi) acquire, including by merger, consolidation, acquisition of equity interests or assets, or any other form of business combination, any corporation, partnership, limited liability company, other business organisation or any division thereof, or any material amount of assets outside the ordinary course of business;

(xvii) make any capital expenditures in excess of £1,000,000 (individually for any project or set of related projects) or £2,000,000 in the aggregate;

(xviii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalisation or other reorganisation;

(xix) enter into, amend, breach or terminate any Contract in respect of the Properties other than in the ordinary course of business;

(xx) voluntarily incur any Liability or obligation (whether absolute, accrued, contingent or otherwise) in excess of £1,000,000 individually or £5,000,000 in the aggregate, other than pursuant to the terms of a Company Material Contract or other Contract not required to be disclosed as a Company Material Contract in existence as of the date of this Agreement or entered into in the ordinary course of business or in accordance with the terms of this Clause 8.2 during the Interim Period, or pursuant to a Company Benefit Plan, in each case other than in the ordinary course of business of the Company;

(xxi) sell, lease, license, transfer, exchange or swap, mortgage or otherwise pledge or encumber (including securitisations), or otherwise dispose of or create a Lien over any material portion of its properties, assets or rights, other than licensing of Intellectual Property Rights in the ordinary course of business and consistent with past practice;

(xxii) enter into any agreement, understanding or arrangement with respect to the voting or transfer of Equity Securities of any Target Company, in each case

other than in the ordinary course of business of the Company where recruitment involves such agreements being entered into and consistent with past practice;

(xxiii) take any action that would reasonably be expected to significantly delay or impair the obtaining of any Consents of any Governmental Authority to be obtained in connection with the Transactions;

(xxiv) change any methods of accounting in any material respect, other than changes that are made in accordance with newly effective accounting standards, or otherwise required by IFRS or applicable Law;

(xxv) enter into any contract with any broker, finder, investment banker or other Person under which such Person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the Transactions;

(xxvi) enter into, amend, waive or terminate (other than terminations in accordance with their terms) any transaction with any related Person (other than compensation and benefits and advancement of expenses, in each case, provided in the ordinary course of business and consistent with past practice not exceeding £100,000 in aggregate); or

(xxvii) authorise or agree (whether in writing or orally) to do any of the foregoing actions or authorise or agree (whether in writing or orally) any action or omission that would result in any of the foregoing.

(c) Without limiting Clause 8.2(a) and 8.2(b), during the Interim Period, except as expressly contemplated by Schedule 9.2(c), without the prior written consent of the Purchaser, the Company Shareholders shall not sell, transfer or dispose of, or create any Lien over, any Company Securities owned by the Company Shareholders, and, to the extent possible within their capacity as Company Shareholders (including through the exercise of voting rights and by requiring directors of the Target Companies nominated for appointment by them) (i) cause the Target Companies to comply with Clause 8.2(a), and (ii) cause the Target Companies not to take any action, or commit or agree to take any action, that would be prohibited by Clause 8.2(b).

8.3 Conduct of Business of the Purchaser during the Interim Period.

(a) Unless the Company consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the Interim Period, except as expressly contemplated by the terms of this Agreement or any Ancillary Document, or as set out in Schedule 8.3, or as required by applicable Law (including in respect of any COVID-19 Measures) or as reasonably necessary in light of COVID-19 to protect the wellbeing of the employees generally or to mitigate the impact on the Purchaser and its operations, each member of the Purchaser Group shall: (i) conduct its business, in all material respects, in the ordinary course of business consistent with past practice (to the extent such past practice exists) and (ii) comply with all Laws applicable to the Purchaser Group and its business, assets and employees.

(b) Without limiting the generality of Clause 8.3(a) and except as expressly contemplated by the terms of this Agreement or any Ancillary Document, or as set out in

Schedule 8.3, or as required by applicable Law (including in respect of any COVID-19 Measures) or as reasonably necessary in light of COVID-19 to protect the wellbeing of the employees generally or to mitigate the impact on the Purchaser and its operations, during the Interim Period, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), the Purchaser Group shall not:

(i) approve a shareholder circular setting out resolutions to amend, waive or otherwise change, in any respect, its Organisational Documents;

(ii) authorise for issuance, issue, grant, sell, pledge, dispose of or propose to issue, grant, sell, pledge or dispose of any of its Equity Securities or any options, warrants, commitments, subscriptions or rights of any kind to acquire or sell any of its Equity Securities, or other securities, including any securities convertible into or exchangeable for any of its Equity Securities or other security interests of any class and any other equity-based awards, or engage in any hedging transaction with a third party with respect to such securities;

(iii) approve a shareholder circular setting out resolutions to split, combine, recapitalise or reclassify any of its shares or other equity interests or issue any other securities in respect thereof or pay or set aside any dividend or other distribution (whether in cash, equity or property or any combination thereof) in respect of its shares or other equity interests, or directly or indirectly redeem, purchase or otherwise acquire or offer to acquire any of its securities;

(iv) incur, create, assume, prepay or otherwise become liable for any Indebtedness (directly, contingently or otherwise) in excess of €500,000 individually or €2,000,000 in the aggregate, make a loan or advance to or investment in any third party, or guarantee or endorse any Indebtedness, Liability or obligation of any Person (*provided*, that this Clause 8.3(b)(iv) shall not prevent the Purchaser from borrowing funds necessary to finance its ordinary course administrative costs and expenses and Purchaser Transaction Expenses incurred in connection with the consummation of the Transactions from the Sponsor or up to aggregate additional Indebtedness during the Interim Period of €2,000,000);

(v) amend, waive or otherwise change the Escrow Agreement, the Purchaser Services Agreements or the IPO Lock-Up Agreements in any manner adverse to the Purchaser, the Purchaser Subsidiary or their ability to consummate the Transactions;

(vi) terminate, waive or assign any material right under any material agreement to which it is a party;

(vii) revalue any of its material assets or make any change in accounting methods, principles or practices, except to the extent required to comply with IFRS, and after consulting the Purchaser's outside auditors;

(viii) waive, release, assign, settle or compromise any claim or Action (including any Action relating to this Agreement or the Transactions), other than waivers,

releases, assignments, settlements or compromises that involve only the payment of monetary damages (and not the imposition of equitable relief on, or the admission of wrongdoing by, the Purchaser or the Purchaser Subsidiary) not in excess of €100,000 (individually or in the aggregate), or otherwise pay, discharge or satisfy any Liabilities or obligations, unless such amount has been reserved in the Purchaser Financials;

(ix) acquire, including by merger, consolidation, acquisition of equity interests or assets, or any other form of business combination, any corporation, partnership, limited liability company, other business organisation or any division thereof, or any material amount of assets outside the ordinary course of business;

(x) make capital expenditures in excess of €500,000 individually for any project (or set of related projects) or €2,000,000 in the aggregate (excluding for the avoidance of doubt, incurring any Purchaser Transaction Expenses);

(xi) approve a shareholder circular setting out resolutions to adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalisation or other reorganisation (other than with respect to the Transactions);

(xii) voluntarily incur any Liability or obligation (whether absolute, accrued, contingent or otherwise) in excess of €500,000 individually or €2,000,000 in the aggregate (excluding the incurrence of any Purchaser Transaction Expenses) other than, with respect to the Purchaser only, pursuant to the terms of a Contract in existence as of the date of this Agreement or entered into in the ordinary course of business or in accordance with the terms of this Clause 8.3 during the Interim Period;

(xiii) sell, lease, license, transfer, exchange or swap, mortgage or otherwise pledge or encumber (including securitisations), or otherwise dispose of any material portion of its properties, assets or rights;

(xiv) enter into any agreement, understanding or arrangement with respect to the voting of its Equity Securities;

(xv) take any action that would reasonably be expected to significantly delay or impair the obtaining of any Consents of any Governmental Authority to be obtained in connection with the Transactions;

(xvi) make, change or rescind any material election relating to Taxes, settle or otherwise compromise any material Action relating to Taxes, make any material change in its accounting or Tax policies, procedures or methods, waive or extend any statute of limitations in respect of a period within which an assessment or reassessment of material Taxes may be issued (other than any extension pursuant to an extension to file any Tax Return), or enter into any “closing agreement” as described in Section 7121 of the Code (or any similar settlement or other agreement under similar Law) with any Governmental Authority;

(xvii) file any material Tax Return materially inconsistent with past practice (to the extent any such past practice exists) or, on any such Tax Return, take any

position that is materially inconsistent with a position taken (to the extent such prior position exists), in preparing or filing similar Tax Returns in prior periods, in each case, in a manner which materially and adversely affects the Taxes of the Purchaser Group; or

(xviii) authorise or agree to do any of the foregoing actions.

8.4 Permitted Actions.

(a) Clause 8.2 shall not operate so as to restrict or prevent:

(i) completion or performance of any obligation undertaken pursuant to any contract or arrangement entered into by or relating to the Company prior to the date of this Agreement that has been fairly disclosed;

(ii) the management of the Tax affairs of any Target Company in the ordinary course of business;

(iii) any matter required by the Agreement or any Ancillary Document or necessary to satisfy a condition to this Agreement;

(iv) the provision of information to any regulatory body or Governmental Authority in the ordinary course of business provided that the Purchaser is informed and consulted in advance of the provision of the information, to the extent lawful and practicable and otherwise informed as soon as lawful and reasonably practicable afterwards;

(v) any matter undertaken at the written request, or with the written consent, of the Purchaser; or

(vi) any matter reasonably taken in an emergency or disaster situation with the intention of minimising any adverse effect of such situation.

(b) Clause 8.3 shall not operate so as to restrict or prevent:

(i) completion or performance of any obligation undertaken pursuant to any contract or arrangement entered into by or relating to the Purchaser prior to the date of this Agreement that has been fairly disclosed;

(ii) the management of the Tax affairs of any member of the Purchaser Group in the ordinary course of business;

(iii) any matter required by the Agreement or any Ancillary Document or necessary to satisfy a condition to this Agreement;

(iv) the provision of information to any regulatory body or Governmental Authority in the ordinary course of business provided that the Company is informed and consulted in advance of the provision of the information, to the extent lawful

and practicable and otherwise informed as soon as lawful and reasonably practicable afterwards;

(v) any matter undertaken at the written request, or with the written consent, of the Company; or

(vi) any matter reasonably taken in an emergency or disaster situation with the intention of minimising any adverse effect of such situation.

8.5 Conduct of Business of the Company after the Relevant Date. In furtherance and not in limitation of Clause 8.2, and except as contemplated by the terms of this Agreement or any Ancillary Document, or as required by applicable Law, during the period from the Relevant Date and continuing until the earlier of the termination of this Agreement in accordance with Clause 11.1 or the Share Exchange Closing, without the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Target Companies.

(a) to manage their respective working capital in the ordinary course of business;

(b) not to incur, create, assume or otherwise become liable for any Indebtedness (directly, contingently or otherwise), make a loan or advance to or investment in any third party (other than advancement of expenses to employees in the ordinary course of business), or guarantee or endorse any Indebtedness, Liability or obligation of any Person; and

(c) not to take any action or make any omission which would give rise to a major change in the nature or conduct of the relevant Target Company's trade or business, cause the relevant Target Company's trading activities to become small or negligible, or cause the relevant Target Company's trade to cease.

8.6 Regulatory Reports. During the Interim Period, the Purchaser Group will keep current and timely file all Regulatory Reports and otherwise comply with Applicable Securities Laws and shall use reasonable endeavours prior to the Share Exchange to maintain the listing of the Purchaser Ordinary Shares and the Purchaser Warrants on Euronext.

8.7 No Trading. The Company and the Company Shareholders each acknowledge and agree that it is aware, and that their respective Affiliates are aware (and each of their respective Representatives is aware or, upon receipt of any material non-public information of the Purchaser, will be advised), of the restrictions imposed by Dutch and Luxembourgish securities laws, the EU Market Abuse Regulation and the rules and regulations of the Euronext promulgated thereunder or otherwise (together, the "***Applicable Securities Laws***") and other applicable foreign and domestic Laws on a Person possessing material non-public information about a publicly traded company. Each of the Company and the Company Shareholders hereby agrees that, while it is in possession of such material non-public information, it shall not purchase or sell any securities of the Purchaser, communicate such information to any third party, take any other action with respect to the Purchaser in violation of such Laws, or cause or encourage any third party to do any of the foregoing.

8.8 Notification of Certain Matters. During the Interim Period, each Party shall give prompt notice to the other Parties if such Party or its Affiliates (or, with respect to the Company, the Company Shareholders): (a) fails to comply with any material covenant or agreement to be complied with or satisfied by it or its Affiliates (or, with respect to the Company, the Company Shareholders) hereunder in any material respect; (b) receives any notice or other communication in writing from any third party (including any Governmental Authority) alleging (i) that the Consent of such third party is required in connection with the Transactions, or (ii) any material non-compliance with any Law by such Party or its Affiliates (or, with respect to the Company, the Company Shareholders); (c) receives any notice or other communication from any Governmental Authority in connection with the Transactions; (d) discovers any fact or circumstance that, or becomes aware of the occurrence of any event the occurrence of which, would reasonably be expected to cause or result in any of the conditions set out in Clause 10 not being satisfied or the satisfaction of those conditions being materially delayed; or (e) becomes aware of the commencement or threat, in writing, of any material Action against such Party or any of its Affiliates (or, with respect to the Company, the Company Shareholders), or any of their respective properties or assets, or, to the Knowledge of such Party, any officer, director, partner, member or manager, in its capacity as such, of such Party (or, with respect to the Company, the Company Shareholders) with respect to the consummation of the Transactions. No such notice shall constitute an acknowledgement or admission by the Party providing the notice regarding whether or not any of the conditions to Share Exchange Closing, as applicable, have been satisfied or in determining whether or not any of the warranties or covenants contained in this Agreement have been breached.

8.9 Endeavours.

(a) Subject to the terms and conditions of this Agreement, each Party shall use reasonable endeavours, and shall cooperate fully with the other Parties, to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws and regulations to consummate the Transactions (including the receipt of all applicable Consents of Governmental Authorities) and to comply as promptly as practicable with all requirements of Governmental Authorities applicable to the Transactions.

(b) In furtherance and not in limitation of Clause 8.9(a), to the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolisation or restraint of trade or that are designed to prohibit, restrict or regulate actions that may risk national security, including the NSI Act (“**Antitrust Laws**”), each Party hereto agrees to make any required filing or application under Antitrust Laws, as applicable, with respect to the Transactions as promptly as practicable, to supply as promptly as reasonably practicable any additional information and documentary material that may be reasonably requested pursuant to Antitrust Laws and to take all other actions reasonably necessary, proper or advisable to cause the granting of approval or consent by the Governmental Authority, or the expiration or termination of the applicable waiting periods under Antitrust Laws, as soon as practicable, including by requesting early termination of any waiting period if available and not agreeing to extend any waiting period or to refile under Antitrust Laws. Each Party shall, in connection with its endeavours to obtain all requisite approvals and authorisations for the Transactions under any Antitrust Law, use reasonable endeavours to: (i) cooperate in all respects with each other Party or its Affiliates in connection with any filing or submission and in connection with any investigation

or other inquiry, including any proceeding initiated by a private Person; (ii) keep the other Parties reasonably informed of any communication received by such Party or its Representatives from, or given by such Party or its Representatives to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private Person, in each case regarding any of the Transactions; (iii) permit a Representative of the other Parties and their respective outside legal advisers to review any communication given by it to, and consult with each other in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private Person, with any other Person, and to the extent permitted by such Governmental Authority or other Person, give a Representative or Representatives of the other Parties the opportunity to attend and participate in such meetings and conferences; (iv) in the event a Party's Representative is prohibited from participating in or attending any meetings or conferences, the other Parties shall keep such Party promptly and reasonably apprised with respect thereto; and (v) use reasonable endeavours to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory, competitive or national security related argument, and/or responding to requests or objections made by any Governmental Authority.

(c) As soon as reasonably practicable following the date of this Agreement, the Parties shall reasonably cooperate with each other and use (and shall cause their respective Affiliates to use) their respective reasonable endeavours to prepare and file with Governmental Authorities requests for approval of the Transactions and shall use all reasonable endeavours to have such Governmental Authorities approve the Transactions. Each Party shall give prompt written notice to the other Parties if such Party or any of its Representatives (or with respect to the Company, any of the Company Shareholders) receives any notice from such Governmental Authorities in connection with the Transactions, and shall promptly furnish the other Parties with a copy of such Governmental Authority notice. If any Governmental Authority requires that a hearing or meeting be held in connection with its approval of the Transactions, whether prior to or after the Share Exchange Closing, each Party shall arrange for Representatives of such Party to be present for such hearing or meeting. If any objections are asserted with respect to the Transactions under any applicable Law or if any Action is instituted (or threatened to be instituted) by any applicable Governmental Authority or any private Person challenging any of the Transactions or any Ancillary Document as violative of any applicable Law or which would otherwise prevent, materially impede or materially delay the consummation of the Transactions, the Parties shall use their reasonable endeavours to resolve any such objections or Actions so as to timely permit consummation of the Transactions, including in order to resolve such objections or Actions which, in any case if not resolved, could reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions. In the event any Action is instituted (or threatened to be instituted) by a Governmental Authority or private Person challenging the Transactions, the Parties shall, and shall cause their respective Representatives to, reasonably cooperate with each other and use their respective reasonable endeavours to contest and resist any such Action and to have vacated, lifted, reversed or overturned any Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions.

(d) Prior to the Share Exchange Closing, each Party shall use reasonable endeavours to obtain any Consents of Governmental Authorities or other third party as may be

necessary for the consummation by such Party or its Affiliates of the Transactions or required as a result of the execution or performance of, or consummation of the Transactions by such Party or its Affiliates, and the other Parties shall provide reasonable cooperation in connection with such endeavours.

(e) As soon as reasonably practicable following the date of this Agreement, the Company and the Purchaser shall reasonably cooperate with each other to jointly consult with the Investment Security Unit of the Department for Business, Energy and Industrial Strategy (the “*ISU*”) in order to determine whether, if and to the extent that the United Kingdom’s National Security and Investment Act 2021 (the “*NSI Act*”) comes into force prior to the Share Exchange Closing, the Share Exchange or any of the other Transactions would constitute a notifiable acquisition for the purposes of section 6 of the NSI Act. If, following such consultation, the ISU indicates that in the view of H.M. Government the Share Exchange or any of the other Transactions would or could potentially constitute a notifiable acquisition under the NSI Act, the Parties will reasonably co-operate, including by giving notice to the UK Secretary of State for Business, Energy and Industrial Strategy (the “*Secretary of State*”) in accordance with section 14 of the NSI Act and regulations thereunder and the provision of any necessary information or documentary material to the Secretary of State, and take all other actions reasonably necessary, proper or advisable in order to obtain the approval of the Secretary of State as soon as reasonably practicable in accordance with the provisions of the NSI Act.

8.10 Further Assurances. The Parties shall further cooperate with each other and use their respective reasonable endeavours to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable on their part under this Agreement and applicable Laws to consummate the Transactions as soon as reasonably practicable, including preparing and filing as soon as practicable all documentation to effect all necessary notices, reports and other filings (including any Tax filings).

8.11 The Prospectus and the Circular.

(a) As promptly as practicable after the date hereof, the Purchaser and the Company shall jointly prepare:

(i) a prospectus for the admission to listing and trading on Euronext of the Purchaser Ordinary Shares to be issued or allotted in connection with the Transactions (as amended or supplemented from time to time, the “*Prospectus*”), a first draft of which shall be submitted by the Purchaser to the CSSF not more than 45 days after the date of this Agreement; and

(ii) a circular of the Purchaser (as amended, the “*Circular*”), which shall include the contents required by applicable Law and the IPO Prospectus and shall be provided to, but not require approval from, Euronext, for the general meeting of the Purchaser (the “*Business Combination EGM*”) to be held for the adoption of resolutions approving the Transactions (the “*Shareholder Approval Matters*”, being resolutions (A) to adopt and approve this Agreement and the Transactions, (B) to amend the Purchaser’s articles of association to provide for the advance liquidation distribution and dissolution of the Escrow Account, with effect from the date of the advance liquidation distribution, (C)

to amend the Purchaser's articles of association pursuant to Clause 8.15 and to appoint each Board Nominee to the Purchaser's board of directors with effect from the Effective Time, (D) to amend the Purchaser's accounting period as provided for in Step 2 of the Steps Paper, (E) to the extent required, amend the Purchaser's articles as required in connection with the exchange of Company Options and Company RSUs for Purchaser Options and Purchaser RSUs, respectively, and in respect of any additional matters as required in connection with remuneration and any other employee equity matters, (F) approve the name change of the Purchaser in accordance with Clause 8.14 and (G) in respect of such other matters as the Company and the Purchaser shall hereafter mutually determine, acting reasonably, to be necessary or appropriate in order to effect the Transactions).

(b) The Company shall provide to the Purchaser for inclusion in the Prospectus and the Circular any financial or other information relating to the Company required to prepare pro forma financial statements in connection with the Transactions, as required to be included in the Prospectus and the Circular. The Company and the Purchaser shall cooperate in connection with the preparation for inclusion in the Prospectus of pro forma financial statements that comply with the requirements of the relevant annexes of the Prospectus Regulation and the rules and guidelines promulgated thereunder.

(c) The Purchaser shall duly give notice of, convene (including publishing and making available the Circular in accordance with applicable Law on the day that the Business Combination EGM is convened) and take such other action as is necessary or advisable to hold the Business Combination EGM on (x) the day that is no earlier than 35 calendar days and no later than 56 calendar days after receipt of comprehensive comments from the CSSF on the first draft of the Prospectus or (y) such other date the Purchaser and the Company, each acting reasonably, may jointly determine. The agenda for the Business Combination EGM shall include the Shareholder Approval Matters. The Purchaser (i) shall make the Purchaser Recommendation and include such Purchaser Recommendation in the Circular and (ii) shall use reasonable endeavours to solicit from its shareholders proxies or votes in favour of the approval of the Shareholder Approval Matters. Neither the Purchaser's board of directors nor any committee thereof shall change, withdraw, withhold, qualify or modify, or publicly propose to change, withdraw, withhold, qualify or modify, the Purchaser Recommendation (a "**Board Recommendation Change**"), except that the Purchaser's board of directors may effect a Board Recommendation Change prior to the Business Combination EGM upon the occurrence of a Material Adverse Effect on the Company (other than pursuant to clause (b) of the definition thereof) that causes the board of directors to determine in good faith, after consultation with its outside legal advisers, its financial advisers and the Company (including, if so requested by the Company, good faith negotiations to make adjustment to this Agreement so as to obviate the need for a Board Recommendation Change), that the failure to make a Board Recommendation Change would be inconsistent with the fiduciary duties of the Purchaser's directors and contrary to the Purchaser's corporate interests under Luxembourg Law. If the Purchaser's board of directors makes a Board Recommendation Change, it will not alter the obligations of the Purchaser to hold the Business Combination EGM to seek the Required Shareholder Approval nor will a Board Recommendation Change permit the Purchaser to terminate this Agreement.

(d) If, on the date for which the Business Combination EGM is scheduled, the Purchaser has not received proxies and votes representing a sufficient number of shares to obtain the Shareholder Approval Matters, whether or not a quorum is present, the Purchaser may make one or more successive postponements or adjournments of the Business Combination EGM, *provided*, that the Business Combination EGM, without the prior written consent of the Company, and except as otherwise provided by Luxembourg Company Law, (x) may not be adjourned to a date that is more than ten (10) Business Days after the date for which the Business Combination EGM was originally scheduled or the most recently adjourned Business Combination EGM (excluding any adjournments required by applicable Law) and (y) is held no later than four (4) Business Days prior to the Outside Date. In connection with the Prospectus, the Purchaser will file with the CSSF and the AFM financial and other information about the Transactions in accordance with applicable Law and the Purchaser's Organisational Documents and will file information with Euronext in accordance with the rules and regulations of Euronext.

(e) The Purchaser and the Company shall take any and all reasonable and necessary actions required to satisfy the requirements of the Applicable Securities Laws in connection with the Prospectus, the Business Combination EGM and the Redemption. The Purchaser and the Company shall, and shall cause each of its Subsidiaries to, make their respective directors, officers and employees, upon reasonable advance notice, available to the Company, the Purchaser and their respective Representatives in connection with the drafting of the public filings with respect to the Transactions, including the Prospectus and the Circular, and responding in a timely manner to comments from the CSSF. Each Party shall promptly correct any information provided by it for use in the Prospectus (and other related materials) if and to the extent that such information has become false or misleading in any material respect or as otherwise required by applicable Laws. The Purchaser shall amend or supplement the Prospectus and the Purchaser shall file the Prospectus, as so amended or supplemented, to be filed with the CSSF and to be disseminated to the Purchaser's shareholders, in each case as and to the extent required by applicable Laws and subject to the terms and conditions of this Agreement and the Purchaser's Organisational Documents.

(f) The Purchaser and the Company, with the assistance of the other Parties, shall promptly respond to any comments from CSSF on the Prospectus and shall otherwise use reasonable endeavours to cause the Prospectus to "clear" comments from the CSSF and have the prospectus approved by the CSSF and passported to the AFM.

(g) The Purchaser shall comply with all applicable Laws, any applicable rules and regulations of the CSSF, the AFM and Euronext, the Purchaser's Organisational Documents and this Agreement in the preparation, filing and distribution of the Prospectus, any solicitation of proxies thereunder, the calling and holding of the Business Combination EGM and the Redemption.

8.12 Public Announcements.

(a) The Parties agree that no public release, filing or announcement concerning this Agreement or the Ancillary Documents or the Transactions shall be issued by any Party or any of their Affiliates without the prior written consent (not be unreasonably withheld, conditioned or delayed) of the Purchaser and the Company, except as such release or announcement may be

required by applicable Law or the rules or regulations of any securities exchange, in which case the applicable Party shall use reasonable endeavours to allow the other Parties reasonable time to comment on, and arrange for any required filing with respect to, such release or announcement in advance of such issuance.

(b) The Purchaser and the Company shall, as promptly as practicable following the execution of this Agreement (but in any event on the date of the execution of this Agreement and, if this Agreement is signed before market opening, before market opening), issue a press release in the Agreed Form announcing the execution of this Agreement (the “**Signing Press Release**”), which will simultaneously or as soon as reasonably practicable thereafter be published by the Purchaser on its website and be filed by the Purchaser with the CSSF, the Luxembourg OAM and the AFM (the “**Signing Filing**”). The Purchaser and the Company shall, as promptly as practicable after the Share Exchange Closing (but in any event before market opening on the date of the Share Exchange Closing), issue a press release in Agreed Form announcing the consummation of the Transactions (the “**Closing Press Release**”), which will simultaneously or as soon as reasonably practicable thereafter be published by the Purchaser on its website and be filed by the Purchaser with CSSF, the Luxembourg OAM and the AFM (the “**Closing Filing**”). In connection with the preparation of the Signing Press Release, the Signing Filing, the Closing Filing, the Closing Press Release, or any other report, statement, filing notice or application made by or on behalf of a Party to any Governmental Authority or other third party in connection with the Transactions, each Party shall, upon request by any other Party, furnish the Parties with all information concerning themselves, their respective directors, officers and equity holders, and such other matters as may be reasonably necessary or advisable in connection with the Transactions, or any other report, statement, filing, notice or application made by or on behalf of a Party to any third party and/or any Governmental Authority in connection with the Transactions.

8.13 Confidential Information.

(a) The Company and the Company Shareholders agree that during the Interim Period and, in the event this Agreement is terminated in accordance with Clause 11, for a period of three (3) years after such termination, they shall, and shall cause their respective Affiliates and Representatives to: (i) treat and hold in strict confidence any Purchaser Confidential Information that is provided to such Person or its Affiliates or Representatives, and will not use for any purpose (except in connection with the consummation of the Transactions or the Ancillary Documents, performing their obligations hereunder or thereunder or enforcing their rights hereunder or thereunder), nor directly or indirectly disclose, distribute, publish, disseminate or otherwise make available to any third party any of the Purchaser Confidential Information without the Purchaser’s prior written consent; and (ii) in the event that the Company, the Company Shareholders or any of their respective Affiliates or Representatives, during the Interim Period or, in the event that this Agreement is terminated in accordance with Clause 11, for a period of five (5) years after such termination, becomes legally compelled to disclose any Purchaser Confidential Information under applicable Law or to a Government Authority, (A) provide the Purchaser, to the extent legally permitted, with prompt written notice of such requirement so that the Purchaser may seek a protective Order or other remedy or waive compliance with this Clause 8.13(a), and (B) in the event that such protective Order or other remedy is not obtained, or the Purchaser waives compliance with this Clause 8.13(a), furnish only that portion of such Purchaser Confidential Information which is legally required to be provided as advised by outside legal advisers and to

exercise reasonable endeavours to obtain assurances that confidential treatment will be accorded such Purchaser Confidential Information. In the event that this Agreement is terminated and the Transactions are not consummated, the Company and the Company Shareholders shall, and shall cause their respective Affiliates and Representatives to, promptly deliver to the Purchaser or destroy (at the Purchaser's election) any and all copies (in whatever form or medium) of Purchaser Confidential Information and destroy all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon.

(b) The Purchaser hereby agrees that during the Interim Period and, in the event that this Agreement is terminated in accordance with Clause 12, for a period of three (3) years after such termination, it shall, and shall cause its Representatives to: (i) treat and hold in strict confidence any Company Confidential Information that is provided to such Person or its Representatives, and will not use for any purpose (except in connection with the consummation of the Transactions or the Ancillary Documents, performing its obligations hereunder or thereunder or enforcing its rights hereunder or thereunder), nor directly or indirectly disclose, distribute, publish, disseminate or otherwise make available to any third party any of the Company Confidential Information without the Company's prior written consent; and (ii) in the event that the Purchaser or any of its Representatives, during the Interim Period or, in the event that this Agreement is terminated in accordance with Clause 12, for a period of five (5) years after such termination, becomes legally compelled to disclose any Company Confidential Information under applicable Law or to a Government Authority, (A) provide the Company to the extent legally permitted with prompt written notice of such requirement so that the Company may seek a protective Order or other remedy or waive compliance with this Clause 8.13(b) and (B) in the event that such protective Order or other remedy is not obtained, or the Company waives compliance with this Clause 8.13(b), furnish only that portion of such Company Confidential Information which is legally required to be provided as advised by outside legal advisers and to exercise reasonable endeavours to obtain assurances that confidential treatment will be accorded such Company Confidential Information. In the event that this Agreement is terminated and the Transactions are not consummated, the Purchaser shall, and shall cause its Representatives to, promptly deliver to the Company or destroy (at the Purchaser's election) any and all copies (in whatever form or medium) of Company Confidential Information and destroy all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon. Notwithstanding the foregoing, (x) the Purchaser and its Representatives shall be permitted to disclose any and all Company Confidential Information to the extent required by the Applicable Securities Laws, and (y) the Purchaser shall, and shall cause its Representatives to, treat and hold in strict confidence any Trade Secret of the Company disclosed to such Person until such information ceases to be a Trade Secret.

(c) The confidentiality obligations of the Parties in subclauses (a) and (b) above shall not apply to: (i) information acquired by a Party or its respective agents or Representatives from a third party who was not bound to an obligation of confidentiality; or (ii) information developed by such Party independently without any reliance on the non-public information received from any other Party.

8.14 Post-Closing Name and Symbol. At the Effective Time, the Purchaser shall be renamed "BenevolentAI" and the Purchaser Ordinary Shares shall trade publicly under a new ticker symbol as agreed between the Company and the Purchaser.

8.15 Post-Closing Articles. Subject to adoption of the requisite Shareholder Approval Matters, the Purchaser shall take all actions necessary to cause that, with effect from the Effective Time, the Purchaser adopt a new amended and restated articles of association in a form to be agreed between the Company and the Purchaser as soon as practicable after the date of this Agreement and in any event prior to the Share Exchange Closing (the “**Amended Purchaser Articles**”).

8.16 Post-Closing Board of Directors and Officers of the Purchaser.

(a) The Purchaser shall procure the proposal of the following list of candidates for appointment at the Business Combination EGM with effect from the Effective Time: Dr. Olivier Brandicourt, Michael Brennan, Professor Anne Jacqueline Hunter, Kenneth Mulvany, Francois Nader, John Orloff, Jean Raby, Nigel Shadbolt and Baroness Joanna Shields (the “**Board Nominees**”).

(b) The Purchaser shall, subject to adoption of the requisite Shareholder Approval Matters, take all actions necessary to cause that the Purchaser’s board of directors, with effect from the Effective Time, shall be exclusively composed of the Board Nominees, including by procuring, prior to the Business Combination EGM, the written resignation (in a form to be agreed between the Company and the Purchaser) with effect from the Effective Time of all members of the Purchaser’s board of directors who are not a Board Nominee.

(c) The Parties acknowledge and agree that, upon the Share Exchange Closing, Dr Francois Nader shall initially serve as the Chair of the Purchaser.

8.17 Indemnification of Directors and Officers. The Parties agree that all rights to exculpation, indemnification and advancement of expenses existing in favour of the current or former directors and officers of each Target Company and the Purchaser and each Person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request of the applicable Party (the “**D&O Indemnified Persons**”) as provided in the Organisational Documents of each Target Company, and the Purchaser or under any indemnification, employment or other similar agreements between any D&O Indemnified Person and each Target Company and the Purchaser, in each case as in effect on the date of this Agreement, shall survive the Share Exchange Closing and continue in full force and effect for a period of six (6) years from the Share Exchange Closing in accordance with their respective terms to the extent permitted by applicable Law. For a period of six (6) years after the Effective Time, the Purchaser shall cause the Organisational Documents of each Target Company and the Purchaser to contain provisions no less favourable with respect to exculpation and indemnification of and advancement of expenses to D&O Indemnified Persons than are set out as of the date of this Agreement in the Organisational Documents of the applicable Party to the extent permitted by applicable Law. The provisions of this Clause 8.17 shall survive the Share Exchange Closing and are intended to be for the benefit of, and shall be enforceable by, each of the D&O Indemnified Persons and their respective heirs and Representatives.

8.18 Purchaser Expenses; Escrow Account Proceeds.

(a) During the Interim Period, the Purchaser shall keep the Company and the Company Shareholders Representative periodically informed of the total amount of deferred and

accrued Purchaser Transaction Expenses from time to time, and the Purchaser shall consult with the Company and the Company Shareholders Representative (who, however, shall have no veto rights) each time the total amount of Purchaser Transaction Expenses exceeds any of the monetary thresholds set out in Schedule 8.18(a).

(b) Subject in all respects to the completion of the advance liquidation distribution from the Purchaser Subsidiary to the Purchaser in accordance with Step 1 of the Steps Paper, the Parties agree that, simultaneously with or as promptly as practicable after the Share Exchange Closing, the funds held by the Purchaser, after taking into account payments by the Purchaser for the Redemption, shall be used for (i) payment of the Purchaser's deferred underwriting fees from its IPO, (ii) payment of the unpaid Company Transaction Expenses and unpaid Purchaser Transaction Expenses and (iii) repayment of any promissory notes issued to the Purchaser by the Sponsor. Any remaining cash will be used to fund the business plan and for general corporate purposes of the Target Companies.

8.19 Migration. Unless the Company consents otherwise in writing, the Purchaser shall implement the Migration as provided for in Step 2 of the Steps Paper.

8.20 Lock-Up Agreements. At the Share Exchange Closing, (i) the Relevant Company Shareholders shall each enter into a Lock-Up Agreement with the Purchaser in substantially the form attached as Exhibit C.1 hereto, (ii) the Sponsor shall enter into a Lock-Up Agreement with the Purchaser in substantially the form attached as Exhibit C.2 and (iii) the Sponsor Principals shall enter into a Lock-Up Agreement with the Purchaser in substantially the form attached as Exhibit C.3 (each, a "***Lock-Up Agreement***").

8.21 Purchaser LTIP. Prior to the Share Exchange Closing, the Purchaser will approve and, subject to approval of the shareholders of the Purchaser, adopt an equity incentive plan in the form to be agreed by the Company and the Purchaser as soon as practicable following the date hereof, with such changes or modifications thereto as the Company and the Purchaser may mutually agree (the "***Purchaser LTIP***").

8.23 Purchaser Services Agreements. The discretionary fees paid pursuant to the Purchaser Services Agreements shall amount to eleven million and five hundred thousand euros (€11,500,000). Prior to the Effective Time, the Company shall procure the execution and delivery to the Company of termination deeds of the Purchaser Services Agreements providing for the termination of the Purchaser Services Agreements conditional upon the Share Exchange Closing.

CLAUSE 9

SURVIVAL

9.1 Survival. No warranties or covenants of any Party contained in this Agreement (including all schedules and exhibits hereto and all certificates, documents and instruments

furnished pursuant to this Agreement on or after the date hereof) shall survive the Share Exchange Closing, except that Fraud Claims shall survive the Share Exchange Closing indefinitely.

CLAUSE 10

CONDITIONS TO OBLIGATIONS OF THE PARTIES

10.1 Conditions to Each Party's Obligations. The obligations of each Party to consummate the Transactions shall in all respects be subject to the satisfaction or written waiver (where permissible) by the Company and the Purchaser of the following conditions:

(a) Required Shareholder Approval. The Shareholder Approval Matters shall have been adopted and approved (the “***Required Shareholder Approval***”) and the Required Shareholder Approval shall be in full force and effect.

(b) No Law or Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) or Order that is then in effect and which has the effect of making the Transactions illegal or void or which otherwise prevents or prohibits consummation of the Transactions in whole or in part.

(c) Governmental Approvals. The Parties shall have received all Consents of or with any Governmental Authority as set out in paragraph 4.3 of the Purchaser Disclosure Letter and paragraph 6.4 of the Company Disclosure Letter and such Consents shall be in full force and effect.

(d) Prospectus. The Prospectus shall have been approved by the CSSF, and such approval shall be in full force and effect. The CSSF will have passported the Prospectus to the AFM.

(e) Admission to Trading. The Purchaser Ordinary Shares to be issued or allotted in connection with the Transactions shall have been admitted to listing and trading on Euronext, subject only to issuance.

(f) Board Composition. Upon the Effective Time, the board of directors of the Purchaser will be comprised exclusively of the Board Nominees.

(g) Closing Cash. Upon the Effective Time, the funds have been released from the Escrow Account and the Purchaser Subsidiary has made an advance liquidation distribution to the Purchaser in an amount equal to such funds and after (i) taking into account payments by the Purchaser for the Redemption, (ii) the PIPE Investment Amount as received prior to the Effective Time and (iii) net of the deferred underwriting commission (but before payment of any of the Transaction Expenses, Company Transaction Expenses or Purchaser Transaction Expenses), the Purchaser shall have at least an aggregate of two hundred and fifty million euros (€250,000,000) of cash and such cash shall not be held in the Escrow Account.

(h) Agreements and Covenants. The Company Shareholders shall have performed in all material respects all of their respective obligations and complied in all material

respects with all of their respective agreements and covenants under this Agreement to be performed or complied with by them on or prior to the Share Exchange Closing Date.

(i) NSI Act. If and to the extent that the NSI Act comes into force prior to the Share Exchange Closing and the ISU indicates, in response to the consultation provided for by Clause 8.9(e), that the Share Exchange or any of the other Transactions would or could potentially constitute a notifiable acquisition under the NSI Act, (A) the Secretary of State confirming that no further action will be taken in relation to the Share Exchange and the other Transactions under the NSI Act, or (B) if the Secretary of State issues a call-in notice under the NSI Act in relation to the Share Exchange or any of the other Transactions (a “**Call-In Notice**”): (i) the Parties receiving a final notification that no further action in relation to the Call-In Notice is to be taken under the NSI Act; or (ii) the Secretary of State making a final order in relation to the Share Exchange and the other Transactions under the NSI Act which permits the Share Exchange and the other Transactions to be completed subject to the provisions of such final order, and, to the extent relevant, all conditions, provisions or obligations contained in such final order necessary for completion of the Share Exchange and the other Transactions having been satisfied or complied with.

10.2 Conditions to Obligations of the Company. In addition to the conditions specified in Clause 10.1, the obligations of the Company to consummate the Transactions are subject to the satisfaction or written waiver (by the Company) of the following conditions:

(a) Purchaser Material Adverse Effect. No Material Adverse Effect shall have occurred in respect of the Purchaser since the date of this Agreement.

(b) Warranties.

(i) All of the Purchaser Fundamental Warranties and the Purchaser Subsidiary Fundamental Warranties shall be true and correct in all respects on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those Purchaser Fundamental Warranties and the Purchaser Subsidiary Fundamental Warranties that address matters only as at a particular date (which Purchaser Fundamental Warranties and the Purchaser Subsidiary Fundamental Warranties shall have been true and correct as at such date).

(ii) The warranties of the Purchaser in Clause 4.5(a) and (b) (*Capitalisation*) and of the Purchaser Subsidiary in Clause 5.4 (*Capitalisation*) shall be true and correct in all respects (except for *de minimis* inaccuracies) on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those warranties that address matters only as at a particular date (which warranties shall have been true and correct as at such date).

(iii) All of the other warranties of the Purchaser in Clause 4 and the warranties of the Purchaser Subsidiary in Clause 5 shall be true and correct in all respects on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those warranties that address matters only as at a particular date (which warranties shall have been true and correct as at

such date) and except for any failures to be true and correct that (without giving effect to any qualifications or limitations as to materiality or Material Adverse Effect), individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect in respect of the Purchaser or the Purchaser Subsidiary, as applicable.

(c) Agreements and Covenants. The Purchaser and the Purchaser Subsidiary shall have performed in all material respects all of their respective obligations and complied in all material respects with all of their respective agreements and covenants under this Agreement to be performed or complied with by them on or prior to the Share Exchange Closing Date.

10.3 Conditions to Obligations of the Purchaser. In addition to the conditions specified in Clause 10.1, the obligations of the Purchaser to consummate the Transactions are subject to the satisfaction or written waiver (by the Purchaser) of the following conditions:

(a) Company Material Adverse Effect. No Material Adverse Effect shall have occurred in respect of the Company since the date of this Agreement.

(b) Warranties.

(i) All of the Company Fundamental Warranties and the Company Shareholders Fundamental Warranties shall be true and correct in all respects on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those Company Fundamental Warranties and Company Shareholders Fundamental Warranties that address matters only as at a particular date (which Company Fundamental Warranties and Company Shareholders Fundamental Warranties shall have been true and correct as at such date).

(ii) The warranties of the Company in Clause 6.2(a) and (b) (*Relevant Securities*) shall be true and correct in all respects (except for *de minimis* inaccuracies) on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those warranties that address matters only as at a particular date (which warranties shall have been true and correct as at such date).

(iii) All of the other warranties of the Company in Clause 6 and of the Company Shareholders in Clause 7 shall be true and correct in all respects on and as at the date of this Agreement and on and as at the Share Exchange Closing Date as if made on the Share Exchange Closing Date, except for those warranties that address matters only as at a particular date (which warranties shall have been true and correct as at such date) and except for any failures to be true and correct that (without giving effect to any qualifications or limitations as to materiality or Material Adverse Effect), individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect in respect of the Company or the Company Shareholders, as applicable.

(c) Agreements and Covenants. The Company shall have performed in all material respects all of their respective obligations and complied in all material respects with all

of their respective agreements and covenants under this Agreement to be performed or complied with by them on or prior to the Share Exchange Closing Date.

10.4 Failure of Conditions. Notwithstanding anything contained herein to the contrary, no Party may rely on the failure of any condition set out in this Clause 10 to be satisfied if such failure was caused by the failure of such Party or its Affiliates (or with respect to the Company, any Target Company, or the Company Shareholders) to comply with or perform any of its covenants or obligations set out in this Agreement.

CLAUSE 11

TERMINATION AND EXPENSES

11.1 Termination. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Share Exchange Closing as follows:

- (a) by mutual written consent of the Purchaser and the Company;
- (b) by written notice by either the Purchaser or the Company to the other if any of the conditions set out in Clause 10 have not been satisfied or waived by June 6, 2022 (the “*Outside Date*”), provided both the Purchaser and the Company shall use all reasonable endeavours to ensure Share Exchange Closing occurs before such date;
- (c) by written notice by either the Purchaser or the Company to the other if a Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action permanently making the Transactions illegal or void or otherwise permanently preventing or prohibiting the Transactions in whole or in part, and such Order or other action has become final and non-appealable; *provided, however*, that the right to terminate this Agreement pursuant to this Clause 11.1(c) shall not be available to a Party if the failure by such Party or its Affiliates (or with respect to the Company, the Company Shareholders) to comply with any provision of this Agreement has been a substantial cause of, or substantially resulted in, such action by such Governmental Authority;
- (d) by written notice by the Company to the Purchaser if (i) there has been a material breach by the Purchaser or the Purchaser Subsidiary of any of their respective warranties, covenants or agreements contained in this Agreement, or if any warranty of the Purchaser or the Purchaser Subsidiary shall have become untrue or materially inaccurate, in each case which would result in a failure of a condition set forth in Clause 10.2(b) or Clause 10.2(c) to be satisfied (treating the Share Exchange Closing Date for such purposes as the date of this Agreement or, if later, the date of such breach (or if the breach is curable, the date by which such breach is required to be cured in the succeeding clause (ii))), and (ii) the breach or inaccuracy is incapable of being cured or is not cured within the earlier of (A) twenty (20) Business Days after written notice of such breach or inaccuracy is provided to the Purchaser by the Company or (B) the Outside Date; *provided*, that the Company shall not have the right to terminate this Agreement pursuant to this Clause 11.1(d) if at such time any of the Company or the Company Shareholders is in material uncured breach of this Agreement which would result in a failure of any condition set forth in Clause 10.3(b) or Clause 10.3(c) from being satisfied;

(e) by written notice by the Purchaser to the Company if (i) there has been a material breach by the Company or the Company Shareholders of any of their respective warranties, covenants or agreements contained in this Agreement, or if any warranty of such Parties shall have become untrue or inaccurate, in each case which would result in a failure of a condition set forth in Clause 10.3(b) or Clause 10.3(c) to be satisfied (treating the Share Exchange Closing Date for such purposes as the date of this Agreement or, if later, the date of such breach (or if the breach is curable, the date by which such breach is required to be cured in the succeeding clause (ii))), and (ii) the breach or inaccuracy is incapable of being cured or is not cured within the earlier of (A) twenty (20) Business Days after written notice of such breach or inaccuracy is provided to the Company by the Purchaser or (B) the Outside Date; *provided*, that the Purchaser shall not have the right to terminate this Agreement pursuant to this Clause 11.1(e) if at such time the Purchaser or the Purchaser Subsidiary is in material uncured breach of this Agreement which would result in a failure of any condition set forth in Clause 10.2(b) or Clause 10.2(c) from being satisfied;

(f) by written notice by either the Purchaser or the Company to the other if the Business Combination EGM is held (including any adjournment or postponement thereof) and has concluded, the Purchaser's shareholders have duly voted, and the Required Shareholder Approval was not obtained; or

(g) by written notice from the Company to the Purchaser if there has been a Board Recommendation Change.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Clause 3.23.2(b) or Clause 11.1, this Agreement shall thereupon become null and void and of no further force and effect and there shall be no Liability on the part of any Party to another Party, except that (i) the provisions of Clauses 8.12, 8.13, 11.3, 12 and this Clause 11.2 shall remain in full force and effect and (ii) nothing in this Clause 11.2 shall be deemed to (A) release any Party from any Liability for any breach by such Party of any term of this Agreement prior to the date of termination or in respect of any Fraud Claim or (B) impair the right of any Party to compel specific performance by any other Party of such other Party's obligations under this Agreement prior to the valid termination of this Agreement.

11.3 Fees and Expenses. Unless otherwise provided for in this Agreement, any unpaid Transaction Expenses, Company Transaction Expenses, and Purchaser Transaction Expenses, shall be paid by the Purchaser on the Share Exchange Closing Date or such subsequent date as such Transaction Expenses, Company Transaction Expenses or Purchaser Transaction Expenses fall due for payment. If the Share Exchange Closing does not occur: (i) Transaction Expenses shall be divided equally between the Purchaser and the Company and paid by each of them in such proportions; (ii) all Company Transaction Expenses shall be paid by the Company; and (iii) all Purchaser Transaction Expenses shall be paid by the Purchaser.

CLAUSE 12

MISCELLANEOUS

12.1 Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery (i) in person, (ii) by e-mail (having obtained electronic delivery confirmation thereof), (iii) by reputable, nationally recognised overnight courier service, or (iv) by registered or certified mail, pre-paid and return receipt requested, *provided, however*, that notice given pursuant to clauses (iii) and (iv) above shall not be effective unless a duplicate copy of such notice is also given in person or by e-mail; in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice):

<p>If to the Purchaser at or prior to the Share Exchange Closing, to:</p> <p>The Board of Directors of Odyssey Acquisition S.A. 9 rue de Bitbourg L-1273 Luxembourg Grand Duchy of Luxembourg Info@odyssey-acquisition.com</p>	<p>with a copy (which will not constitute notice) to:</p> <p>Skadden, Arps, Slate, Meagher & Flom (UK) LLP 40 Bank Street Canary Wharf London E14 5DS Attention: Scott V. Simpson; Lorenzo Corte; John Adebiyi Email: [REDACTED] [REDACTED] [REDACTED]</p>
<p>If to the Company, to:</p> <p>4-8 Maple Street London, W1T 5HD United Kingdom Attention: Joanna Shields and Will Scrimshaw Email: [REDACTED] [REDACTED]</p>	<p>with a copy (which will not constitute notice) to:</p> <p>Latham & Watkins (London) LLP 99 Bishopsgate, London EC2M 3XF, United Kingdom Attn: Robbie McLaren and Samuel Newhouse Email: [REDACTED] [REDACTED]</p>
<p>If to Company Shareholders Representative or the Company Shareholders, to:</p> <p>4-8 Maple Street London, W1T 5HD United Kingdom Attention: Michael Brennan [REDACTED]</p>	<p>with a copy (which will not constitute notice) to:</p> <p>Latham & Watkins (London) LLP 99 Bishopsgate, London EC2M 3XF, United Kingdom Attn: Robbie McLaren and Samuel Newhouse Email: [REDACTED] [REDACTED]</p>

<p>If to the Purchaser after the Share Exchange Closing, to:</p> <p>4-8 Maple Street London, W1T 5HD United Kingdom Attention: Joanna Shields and Will Scrimshaw Email: [REDACTED] [REDACTED]</p>	<p>with a copy (which will not constitute notice) to:</p> <p>Latham & Watkins (London) LLP 99 Bishopsgate, London EC2M 3XF, United Kingdom Attn: Robbie McLaren and Samuel Newhouse Email: [REDACTED] [REDACTED]</p>
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12.2 Binding Effect; Assignment. Subject to Clause 12.4, this Agreement and all of the provisions hereof shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned by operation of Law or otherwise without the prior written consent of the Purchaser and the Company (and after the Share Exchange Closing, the Company Shareholders Representative), and any assignment without such consent shall be null and void; *provided*, that no such assignment shall relieve the assigning Party of its obligations hereunder.

12.3 Payments. Any payment made to the Purchaser pursuant to this Agreement shall be treated to the extent lawful as a reduction to the Consideration. Notwithstanding any other provision of this Agreement, each Party, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such Taxes that are required to be deducted and withheld from such amounts under any applicable Law (as determined by the Party so deducting or withholding in its good faith discretion); provided that prior to deducting or withholding any amounts from any payment made pursuant to this Agreement (other than with respect to any payment treated as compensation subject to required wage withholding under applicable Law), the payor shall (i) give advance notice to the Person in respect of whom such deduction or withholding would be made as soon as reasonably practicable after becoming aware of such requirement, and in no event less than five Business Days in advance of Share Exchange Closing or the date any filing or notice to a Governmental Authority would be due with respect to such deduction or withholding, (ii) provide such Person reasonable opportunity to provide any forms or other documentation and (iii) reasonably cooperate with such Person to reduce or eliminate any amounts that would otherwise be deductible or withheld to the extent permitted by applicable Law (as determined by the Party subject to deduction or withholding, in its good faith discretion). To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be (a) timely remitted to the appropriate Governmental Authority and (b) treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

12.4 Third Parties.

(a) Save for (i) Clause 1.4, which is intended to be enforceable by the holders of Company Options and Company RSUs, (ii) Clause 8.17, which is intended to be enforceable by the D&O Indemnified Persons, (iii) Clause 12.12, which is intended to be enforceable by the Target Companies, the Parties do not intend that any term of this Agreement should be enforceable,

by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a Party (a “**Third Party**”).

(b) Notwithstanding Clause 12.4(a), this Agreement may be varied in any way and at any time by the Parties without the consent of any Third Party.

12.5 Governing Law; Jurisdiction. This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Clause 12.5, “**Dispute**” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Agreement or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

12.6 Specific Performance. Each Party acknowledges that the rights of each Party to consummate the Transactions are unique, recognises and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Parties may have not adequate remedy at law, and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed by an applicable Party in accordance with their specific terms or were otherwise breached. Accordingly, each Party shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent or remedy any breach of this Agreement and to seek to enforce specifically the terms and provisions hereof, in each case, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such Party may be entitled under this Agreement, at law or in equity.

12.7 Exclusive Remedy. Save as set out in this Agreement, including Clause 12.6 the only right or remedy of the Parties in relation to any statement, warranty, undertaking, assurance, promise, understanding or other provision set out in this Agreement or any Ancillary Document shall be for breach of this Agreement or the relevant Ancillary Document to the exclusion of all other rights and remedies (including those in tort or arising under statute) and, in respect of any breach of this Agreement or any Ancillary Document, the only remedy shall be a claim for damages in respect of such breach. Save as set out in this Agreement, the Parties shall not be entitled to rescind or terminate this Agreement in any circumstances whatsoever at any time, whether before or after the Share Exchange Closing, and each Party waives any rights of rescission or termination it may have. The rights, powers, privileges and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided by Law except as otherwise expressly provided. Nothing in this Clause 12.7 shall have the effect of excluding or limiting any liability for or remedy in respect of a Fraud Claim.

12.8 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction

involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

12.9 Amendment. Without prejudice to the appointment of any successor Company Shareholders Representative in accordance with Clause 12.17(d), this Agreement may be amended, supplemented or modified only by execution of a written instrument signed by the Purchaser, the Company and the Company Shareholders Representative.

12.10 Waiver. Subject to the following sentence, each of the Purchaser and the Company, on behalf of itself and its Affiliates, and the Company Shareholders Representative, on behalf of the Company Shareholders, may seek to (a) extend the time for the performance of any obligation or other act of any other non-Affiliated Party hereto, (b) waive any inaccuracy in the warranties by such other non-Affiliated Party contained herein or in any document delivered pursuant hereto, and (c) waive compliance by such other non-Affiliated Party with any covenant or condition contained herein. Any such extension or waiver shall be valid only if set out in an instrument in writing signed by the Party or Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by a Party in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. Notwithstanding the foregoing, any waiver of any provision of this Agreement after the Share Exchange Closing by the Purchaser shall also require the prior written consent of the Company Shareholders Representative.

12.11 Waiver of Claims Against Escrow Account. The Company and each Company Shareholder (on behalf of itself and its Affiliates) acknowledges that the Purchaser is a special purpose acquisition company with the power and privileges to effect a business combination, and that each such Party has read the IPO Prospectus, and understands and acknowledges that the Purchaser Subsidiary has established the Escrow Account for the benefit of the Purchaser's public shareholders and that disbursements from the Escrow Account are available only in the limited circumstances set forth in the Escrow Agreement. The Company and each Company Shareholder (on behalf of itself and its Affiliates) further acknowledges that, if the Transactions, or, in the event this Agreement is terminated pursuant to its terms, another business combination, are not consummated by 6 July 2023, or such later date as is approved by the shareholders of the Purchaser to complete a business combination, the Purchaser will be obligated to procure the return to its shareholders of the amounts being held in the Escrow Account. Accordingly, the Company and each Company Shareholder (on behalf of itself and its Affiliates), notwithstanding anything to the contrary in this Agreement, hereby waives any past, present or future claim of any kind against, and any right to access, the Escrow Account or any distributions therefrom or to collect from the Escrow Account any monies that may be owed to them by the Purchaser or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Escrow Account at any time for any reason whatsoever; provided that nothing herein shall serve to limit or prohibit the Company's or each Company Shareholder's right to pursue a claim against the Purchaser or any of its Affiliates

for legal relief against assets held outside of the Escrow Account (including from and after the consummation of a business combination other than as contemplated by this Agreement) (so long as such claim would not affect the Purchaser's ability to fulfill its redemption obligations). The Company and the Company Shareholders acknowledge that the irrevocable waiver in this Clause 12.11 is material to this Agreement and specifically relied upon by the Purchaser to induce the Purchaser to enter in this Agreement, and the Company and each Company Shareholder further intends and understands this waiver to be valid, binding and enforceable against such Party and each of its Affiliates under applicable law. This Clause 12.11 shall survive termination of this Agreement for any reason.

12.12 Release and Covenant Not to Sue. Without prejudice to Clause 8.16(a), effective as of the Share Exchange Closing, to the fullest extent permitted by applicable Law, each Company Shareholder, on behalf of itself and its Affiliates (the “**Releasing Persons**”), hereby releases and discharges the Target Companies from and against any and all Actions, obligations, agreements, debts and Liabilities whatsoever, whether known or unknown, both at law and in equity, which such Releasing Person now has, has ever had or may hereafter have against the Target Companies arising on or prior to the Share Exchange Closing or on account of or arising out of any matter occurring on or prior to the Share Exchange Closing, including any rights to indemnification or reimbursement from a Target Company, whether pursuant to its Organisational Documents, Contract or otherwise, and whether or not relating to claims pending on, or asserted after, the Share Exchange Closing. From and after the Share Exchange Closing, each Releasing Person hereby irrevocably covenants to refrain from, directly or indirectly, asserting any Action, or commencing or causing to be commenced, any Action of any kind against the Target Companies or their respective Affiliates, based upon any matter purported to be released hereby. Notwithstanding anything herein to the contrary, the releases and restrictions set out herein shall not apply to any claims a Releasing Person may have against any party pursuant to the terms and conditions of this Agreement or any Ancillary Document.

12.13 Entire Agreement. This Agreement and the Ancillary Documents together set out the entire agreement between the Parties in respect of the subject matter contained herein and therein and, save to the extent set out in this Agreement or the Ancillary Document, supersede and extinguish any prior drafts, agreements, undertakings, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. Each Party confirms that it has not entered into this Agreement or any Ancillary Document on the basis of any warranty, undertaking or other statement whatsoever by another Party which is not expressly incorporated into this Agreement or the relevant Ancillary Document and that, to the extent permitted by law, a Party shall have no right or remedy in relation to action taken in connection with this Agreement or any Ancillary Document other than pursuant to this Agreement or the relevant Ancillary Document. Nothing in this Clause 12.13 shall have the effect of excluding or limiting any liability for or remedy in respect of a Fraud Claim.

12.14 Interpretation. The table of contents and the Article and Clause headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the

meaning or interpretation of this Agreement. In this Agreement, unless the context otherwise requires:

(a) references to the singular shall include the plural and vice versa and references to one gender include any other gender;

(b) references to a “Person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;

(c) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;

(d) any accounting term used and not otherwise defined in this Agreement or any Ancillary Document has the meaning assigned to such term in accordance with IFRS, or any other accounting principles used by the applicable Person, provided that any accounting term with respect to any Target Company shall be interpreted in accordance with the Accounting Principles;

(e) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation;

(f) the words “herein,” “hereto,” and “hereby” and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular Clause or other subdivision of this Agreement;

(g) the word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”;

(h) the term “or” means “and/or”;

(i) the word “day” means calendar day unless Business Day is expressly specified;

(j) every reference to a particular Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after the Share Exchange Closing provided that, as between the parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;

(k) references to “*euros*” or “*€*” are references to the lawful currency from time to time of the European Union and references to “*sterling*” or “*£*” are references to the lawful currency from time to time of the United Kingdom;

(l) for the purposes of applying a reference to a monetary sum expressed in euros, an amount in a different currency shall be deemed to be an amount in euros translated at the Exchange Rate at the relevant date;

(m) references to a “company” includes any company, corporation or other body corporate wherever and however incorporated or established;

(n) references to writing shall include any modes of reproducing words in a legible and non-transitory form;

(o) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;

(p) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things;

(q) each of the exhibits to this Agreement shall form part of this Agreement;

(r) all warranties, indemnities, covenants, agreements and obligations given or entered into by more than one Company Shareholder under this Agreement are given or entered into severally (and thus not jointly and not jointly and severally) and accordingly the liability of each Company Shareholder in respect of any breach of any such obligation, undertaking or liability shall extend only to any loss or damage arising from its own breach;

(s) reference to “in the ordinary course of business” means the ordinary and usual course of business of the relevant Party, consistent in all material respects during the period of twelve (12) months immediately prior to the date of this Agreement, including for the avoidance of doubt the relevant Company’s conduct in response to COVID-19;

(t) references to “in all material respects” in Clauses 10.1(h), 10.2(c) and 10.3(c) shall be considered in the context of the Target Group or the Purchaser Group (as applicable) and/or the Transaction and not the extent of a breach of an obligation, agreement or covenant itself under this Agreement;

(u) any reference in this Agreement to a Person’s directors shall include any member of such Person’s governing body and any reference in this Agreement to a Person’s officers shall include any Person filling a substantially similar position for such Person. Any reference in this Agreement or any Ancillary Document to a Person’s shareholders or stockholders shall include any applicable owners of the equity interests of such Person, in whatever form. The Parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement. To the extent that any Contract, document, certificate or instrument is represented and warranted to by the Company to be given, delivered, provided or made available by the Company,

in order for such Contract, document, certificate or instrument to have been deemed to have been given, delivered, provided and made available to the Purchaser or its Representatives, such Contract, document, certificate or instrument shall have been posted to the electronic data site maintained on behalf of the Company for the benefit of the Purchaser and its Representatives and the Purchaser and its Representatives have been given access to the electronic folders containing such information; and

(v) references to “costs” and/or “expenses” incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses which after either that person or, if relevant, any other member of the group to which that person belongs for VAT purposes, is entitled to recover (whether by credit, repayment or otherwise).

12.15 Counterparts. This Agreement may be executed and delivered (including by email or other electronic transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

12.16 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Parties acknowledge and agree that no recourse under this Agreement or under any Ancillary Documents shall be had against any Person that is not a Party to this Agreement or such Ancillary Document, including any past, present or future director, officer, agent, employee, equityholder or other Representative or any Affiliate or successor or assignee thereof that is not a Party (collectively, the “**Non-Recourse Parties**”), as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Recourse Party, as such, for any obligation or liability of a Party under this Agreement or Person party to such Ancillary Document under any Ancillary Document for any claim based on, in respect of or by reason of such obligations or Liabilities or their creation.

12.17 Company Shareholders Representative.

(a) By execution and delivery of this Agreement, all of the Company Shareholders collectively and irrevocably hereby appoint Michael Brennan (the “**Company Shareholders Representative**”) as their agent, attorney-in-fact and representative to act from and after the date hereof and to do any and all things and execute any and all documents which the Company Shareholders Representative determine may be necessary, convenient or appropriate in connection with the Transactions or otherwise to perform the duties or exercise the rights granted to the Company Shareholders Representative hereunder, including: (i) execution of any documents and certificates pursuant to this Agreement; (ii) receipt and, if applicable, forwarding of notices and communications pursuant to this Agreement; (iii) administration of the provisions of this Agreement; (iv) giving or agreeing to, on behalf of all or any of the Company Shareholders, any and all consents, waivers, amendments, modifications, extension or termination deemed by the Company Shareholders Representative, in its sole and absolute discretion, to be necessary or appropriate under or pursuant to this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) (A) disputing or refraining from disputing, on behalf of the Company Shareholders relative to any amounts to be received or paid

by the Company Shareholders under this Agreement or any agreement contemplated hereby, any claim made by the Purchaser under this Agreement or other agreements contemplated hereby, (B) negotiating and compromising, on behalf of each the Company Shareholders, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any other agreement contemplated hereby, and (C) executing, on behalf of the Company Shareholders, any settlement agreement, release or other document with respect to such dispute or remedy; and (vi) engaging attorneys, accountants, agents or consultants on behalf of the Company Shareholders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto. Such appointment shall terminate at Share Exchange Closing. The provisions of this Clause 12.17 are irrevocable and coupled with an interest. The Company Shareholders Representative hereby accepts its appointment and authorisation as the Company Shareholders Representative under this Agreement.

(b) The Purchaser may conclusively and absolutely rely, without inquiry, upon any actions of the Company Shareholders Representative as the acts of the Company Shareholders hereunder or any Ancillary Document to which the Company Shareholders Representative is a party or otherwise have rights in such capacity. The Purchaser shall be entitled to rely conclusively on the instructions and decisions of the Company Shareholders Representative as to (i) any payment instructions provided by the Company Shareholders Representative or (ii) any other actions required or permitted to be taken by the Company Shareholders Representative hereunder, and no Company Shareholder shall have any cause of action against the Purchaser, or the Company for any action taken by any of them in reliance upon the instructions or decisions of the Company Shareholders Representative. The Purchaser shall not have any Liability to the Company Shareholders for any allocation or distribution among the Company Shareholders of payments made to or at the direction of the Company Shareholders Representative. All notices or other communications required to be made or delivered to the Company Shareholders under this Agreement or any Ancillary Document to which the Company Shareholders Representative is a party or otherwise has rights in such capacity shall be made to the Company Shareholders Representative for the benefit of the Company Shareholders, and any notices so made shall discharge in full all notice requirements of the other parties hereto or thereto to the Company Shareholders with respect thereto.

(c) The Company Shareholders Representative, in its capacity as such, shall not have any personal liability for any amount owed to the Purchaser pursuant to this Agreement. The Company Shareholders Representative shall not be personally liable to the Company Shareholders, in its capacity as the Company Shareholders Representative, for any personal liability of the Company Shareholders or otherwise, or for any error of judgment, or any act done or step taken or omitted by it, or for any mistake in fact or Law, or for anything which it may do or refrain from doing in connection with this Agreement.

(d) If the Company Shareholders Representative shall die, become disabled, dissolve (in the case of an entity), resign or otherwise be unable or unwilling to fulfil its responsibilities as representative and agent of Company Shareholders, or should the Company Shareholders Representative be revoked by mutual agreement of the Company Shareholders, then the Company Shareholders shall, within ten (10) days after such death, disability, dissolution, resignation, revocation or other event, appoint a successor Company Shareholders Representative and notify the Purchaser in writing of the identity of such successor. Any such successor so

appointed shall become a “Company Shareholders Representative” for purposes of this Agreement.

CLAUSE 13

DEFINITIONS

13.1 Certain Definitions. For purpose of this Agreement, the following capitalised terms have the following meanings:

“**Accelerated Company Options**” means the Company Options subject to accelerated vesting under the terms of the Company Option Plan and applicable award agreement as at Share Exchange Closing which, assuming the Share Exchange Closing Date occurs on 1 February 2022, shall not exceed 19,328 Company Options.

“**Accelerated Company RSUs**” means the Company RSUs subject to accelerated vesting under the terms of the Company Option Plan and applicable award agreement as at Share Exchange Closing which, assuming the Share Exchange Closing Date occurs on 1 February 2022, shall not exceed 36,520 Company RSUs.

“**Accounting Principles**” means in accordance with IFRS, as in effect at the date of the financial statement to which it refers or if there is no such financial statement, then as of the Relevant Date, using and applying the same accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, elections, inclusions, exclusions and valuation and estimation methodologies) used and applied by the Company and/or the Target Companies in the preparation of the audited balance sheet for the calendar year ended 31 December 2020.

“**Accounts**” means (i) the audited consolidated balance sheet as at 31 December 2020, 31 December 2019 and 31 December 2018 and the audited consolidated profit and loss statement for the period of 12 months ended on each of those dates of the Company; and (ii) the audited balance sheet as at, and the audited profit and loss statement for the period of 12 months ended on, each of those dates of each of BenevolentAI Bio Limited, Benevolent AI Technology Limited and BenevolentAI Cambridge Ltd, and in each case the notes, statements (including cash flow statements), directors’ reports and auditors’ reports relating to them.

“**Action**” means any notice of noncompliance or violation, or any claim, demand, charge, action, suit, litigation, audit, settlement, complaint, stipulation, assessment or arbitration, governmental inquiry, hearing, proceeding or investigation, by or before any Governmental Authority.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person. For the avoidance of doubt, the Sponsor shall be deemed to be an Affiliate of the Purchaser prior to the Share Exchange Closing.

“**AFM**” means the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*).

“Agreed Form” means, in relation to any document, the form of that document which has been agreed in writing (including by e-mail) by or on behalf of the Purchaser and the Company to be the agreed form of such document, with such changes as the Purchaser and the Company may mutually agree in writing (including by e-mail) before the Share Exchange Closing.

“Ancillary Documents” means each agreement, instrument or document including the Purchaser Disclosure Letter, Company Disclosures Schedules, Lock-Up Agreements, the Purchaser LTIP, the Amended Purchaser Articles and the other agreements, certificates and instruments to be executed or delivered by any of the Parties hereto in connection with or pursuant to this Agreement.

“Anti-Corruption Laws” means, collectively, (a) the UK Bribery Act 2010 and (b) any other applicable anti-bribery or anti-corruption Laws or Orders related to combatting bribery, corruption and money laundering (including legislation in the European Union, Luxembourg or the Netherlands).

“Anti-Money Laundering Laws” means, to the extent applicable, the financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering Laws (including any licensing or registration requirements) of any relevant jurisdiction, and any related or similar rules or guidelines issued, administered or enforced by any Governmental Authority of the United States, the European Union, any European Union member state, or the United Kingdom.

“Anti-Tax Evasion Laws” means Part 3 of the UK Criminal Finances Act 2017 (Corporate Offences of Failure to Prevent Facilitation of Tax Evasion) and any guidance, rules and regulations thereunder.

“Associated Person” means, with respect to an entity, any person that is an employee of the entity who is acting in the capacity of an employee, any agent of the entity who is acting in the capacity of an agent or any other person who performs services for or on behalf of the entity who is acting in the capacity of a person performing such services.

“Benefit Plans” means an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, (“**ERISA**”) or equivalent provisions under Applicable Law, or any and all deferred compensation, executive compensation, incentive compensation, phantom-equity, equity purchase or other equity-based compensation plan, employment or individual consulting agreements, severance, retention or termination pay, holiday, vacation or other bonus plan or practice, hospitalisation or other medical, life or other welfare benefit insurance, supplemental unemployment benefits, profit sharing, pension, or retirement plan, program, agreement, commitment or arrangement, employee loan, note or pledge agreement, and each other employee benefit plan, program, agreement or arrangement, which is maintained, sponsored, or contributed to or required to be contributed to by the Target Companies for the benefit of any current or former director, officer, individual consultant, worker or employee of the Target Companies, or with respect to which such Target Companies has or could have any Liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable law and maintained by any Governmental Authority.

“Business Day” means any day other than a Saturday, Sunday or a legal holiday on which commercial banking institutions in London, England; Amsterdam, the Netherlands; or Luxembourg, are not generally open for the conduct of normal business.

“Code” means the United States Internal Revenue Code of 1986.

“Company Class A Preferred Shares” means the A preferred shares of £0.10 each in the capital of the Company.

“Company Class A-1 Preferred Shares” means the A-1 preferred shares of £0.10 each in the capital of the Company.

“Company Confidential Information” means all confidential or proprietary documents and information concerning the Target Companies, or the Company Shareholders or any of their respective Affiliates or Representatives, furnished in connection with this Agreement or the Transactions; *provided, however*, that Company Confidential Information shall not include any information which, at the time of the disclosure to the Purchaser or its Representatives (a) was generally available publicly and was not disclosed in breach of this Agreement, or (b) was previously known by such receiving party without violation of Law or any confidentiality obligation by the Person receiving such Company Confidential Information.

“Company Convertible Securities” means, collectively, any other options, warrants or rights to subscribe for or purchase any capital shares of the Company or securities convertible into or exchangeable for, or that otherwise confer on the holder any right to acquire any capital shares of the Company.

“Company Deferred Shares” means the deferred shares of £0.10 each in the Company.

“Company Executive Leadership Team” means Baroness Joanna Shields, Ivan Griffin, Rob Quinn, Will Scrimshaw, Anne Phelan, Daniel Neil and Trecilla Lobo.

“Company Fundamental Warranties” means the warranties contained in Clauses 6.1 (Organisation and Standing), 6.3 (Authority), 6.4 (Governmental Approvals), 6.6 (Non-Contravention), 6.7 (The Target Companies) and 6.26 (Finders and Brokers).

“Company G2 Growth Shares” means the a growth share of £0.10 each in the capital of the Company and designated as a “G2 Growth Share” in accordance with the Company’s articles of association.

“Company Incentive Schemes” means collectively (a) the Company Option Plan and (b) the Sub-Plan C.

“Company Option Plan” means the BenevolentAI Limited Share Option Plan 2016 established on 23 March 2016, as amended from time to time.

“Company Options” means the options issued by the Company in accordance with the Company Option Plan, (which, together with the Company RSUs, as at Share Exchange Closing, shall not exceed 604,157).

“Company Ordinary Shares” means the ordinary shares of £0.10 each in the Company.

“Company Preferred Shareholder” means a holder of the Company Preferred Shares.

“Company Preferred Shares” means collectively (i) the Company Class A Preferred Shares and (ii) the Company Class A-1 Preferred Shares.

“Company Product” means any software produced by the Company that is distributed to a third party.

“Company RSUs” means the restricted stock units issued in accordance with the Sub-Plan C of the Company Option Plan (which, together with the Company Options, as at Share Exchange Closing shall not exceed 604,157).

“Company Securities” means, collectively, the Company Shares and the Company Convertible Securities.

“Company Shareholders Fundamental Warranties” means the warranties contained in Clauses 7.1 (Organisation and Standing), 7.2 (Authorisation; Binding Agreement) and, 7.3 (Ownership).

“Company Shares” means the Company A Preferred Shares, the Company A-1 Preferred Shares, the Company Ordinary Shares and the Company G2 Growth Shares.

“Company Transaction Expenses” means the aggregate amount of all fees, costs and expenses (whether or not yet invoiced), that have been incurred prior to the Share Exchange Closing by or on behalf of the Company or that the Company has agreed to pay or is otherwise liable for (including, if applicable, fees, costs and expenses of the managers, directors, officers, employees and consultants of the Company which the Company has agreed to pay or is otherwise liable for) in connection with the negotiation, execution, performance or consummation of this Agreement and the Ancillary Documents and the Transactions and that constitute fees, costs and expenses of third-party legal advisers, other professional advisers, brokers, finders, consultants, investment bankers, accountants, auditors and experts.

“Consent” means any consent, approval, waiver, authorisation or Permit of, or notice to or declaration or filing with any Governmental Authority or any other Person.

“Consideration Exchange Multiple” means the quotient, calculated to four decimal places, of (a) the Total Consideration Shares divided by (b) the Fully Diluted Company Share Number.

“Contracts” means all binding contracts, agreements, arrangements, bonds, notes, indentures, mortgages, debt instruments, purchase order, licenses (and all other binding contracts, agreements or binding arrangements concerning Intellectual Property Rights), franchises, leases and other instruments or obligations of any kind, written or oral (including any amendments and other modifications thereto).

“Control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the

ownership of voting securities, by contract, or otherwise. “**Controlled**”, “**Controlling**” and “**under common Control with**” have correlative meanings. Without limiting the foregoing, a Person (the “**Controlled Person**”) shall be deemed Controlled by (a) any other Person (i) owning beneficially, as meant in Rule 13d-3 under the Exchange Act, securities entitling such Person to cast fifty percent (50%) or more of the votes for election of directors or equivalent governing authority of the Controlled Person or (ii) entitled to be allocated or receive fifty percent (50%) or more of the profits, losses, or distributions of the Controlled Person; or (b) an officer, director, general partner, partner (other than a limited partner), manager, or member (other than a member having no management authority that is not a Person described in clause (a) above) of the Controlled Person.

“**Copyrights**” means any works of authorship, mask works and all copyrights therein, including all renewals and extensions, copyright registrations and applications for registration and renewals and extensions thereof, and non-registered copyrights.

“**COVID-19**” means the disease known as coronavirus disease or COVID-19, the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any evolutions or mutations thereof.

“**COVID-19 Measures**” shall mean any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, mask wearing, temperature taking, personal declaration, “purple badge standard”, shut down, closure, sequester directive, guideline or recommendation made by an applicable Governmental Authority or any other applicable Law in connection with or in response to COVID-19.

“**CSSF**” means the Luxembourg Financial Supervisory Authority (*Commission de Surveillance du Secteur Financier*).

“**Data Protection Laws**” means the following legislations to the extent applicable: (a) national Laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) (the “**GDPR**”) and any national Law supplementing the GDPR or any successor laws arising out of the withdrawal of a member state from the European Union, including the UK Data Protection Act 2018 (“**DPA**”), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the “**UK GDPR**”), Luxembourg Law of 1st August 2018 establishing the National Commission for Data Protection and the implementation of Regulation (EU) 2016/679, the Luxembourg Law of 30 May 2005 concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (c) any other data protection, privacy or cybersecurity Laws, regulations, or regulatory requirements, guidance and codes of practice applicable to the processing or security of personal data, in each case as amended and/or replaced from time to time.

“**Data Room**” means the electronic data rooms hosted by ShareVault titled “BenevolentAI ShareVault” and “BenevolentAI – People” made available to the Purchaser no less than two Business Days prior to the date of this Agreement comprising the actual copies of documents and other information relating to the Target Companies made available to the Purchaser online, as itemised in the data room index in the Agreed Form.

“Encumbrances” includes any interest or equity of any person (including any right to acquire, option or right of pre-emption); any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by Law), title retention or other security interest arising under any agreement or arrangement for rental, hire purchase, credit or conditional sale or other agreement for payment on deferred terms.

“Environmental Law” means any Law in effect on or prior to the date hereof any way relating to (a) the protection of human health and safety (to the extent relating to exposure to Hazardous Materials), (b) the protection, preservation or restoration of the environment and natural resources (including air, water vapour, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (c) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labelling, production, release or disposal of Hazardous Materials.

“Equity Securities” means any share, share capital, capital stock, partnership, membership, joint venture or similar interest in any Person (including any stock appreciation, phantom stock, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor.

“Equity Value” is equal to €1,100,000,000.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any Affiliate or business, whether or not incorporated, that together with the Company would be deemed to be a “single employer” within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“Escrow Account” means the escrow account established by the Purchaser Subsidiary to hold the proceeds from the IPO pursuant to the Escrow Agreement in accordance with the IPO Prospectus.

“Escrow Agent” means Intertrust Escrow and Settlements B.V., a private limited liability company incorporated in the Netherlands and having its address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands, in its capacity as escrow agent under the Escrow Agreement.

“Escrow Agreement” means that certain Escrow Agreement, dated as of 30 June 2021, as it may be amended, by and among the Purchaser Subsidiary, the Purchaser, Stichting Odyssey Escrow and the Escrow Agent.

“EU Market Abuse Regulation” means Regulation (EU) No 596/2014.

“Euronext” means the regulated market operated by Euronext Amsterdam N.V.

“Exchange Rate” means with respect to a particular currency for a particular day, the closing mid-point spot rate of exchange for that currency into Dollars on such date as published in the London edition of the Financial Times first published thereafter or, where no such rate is published in respect of that currency for such date, at the rate quoted by HSBC Bank plc as at the close of business in London as at such date.

“Exchange Ratio” means one (1) Purchaser Ordinary Share for one (1) Purchaser Sponsor Share.

“fairly disclosed” means disclosed by the Accounts, the Company Disclosure Letter or the Purchaser Disclosure Letter (as applicable) in such detail as would reasonably be required by a reasonable person to make an assessment of the nature and extent of the matter disclosed.

“Fraud Claim” means any claim based in whole or in part upon fraud.

“Fully Diluted Company Share Number” means the number of Company Shares (other than Company G2 Growth Shares) in issue immediately prior to the Share Exchange Closing plus the number of Company Ordinary Shares which would be issued upon (i) the exercise of In-the-Money Vested Company Options and (ii) the settlement of Vested Company RSUs (in the case of (i) and (ii), if such exercise and settlement took place immediately prior to the Share Exchange Closing and including, for the avoidance of doubt, the Accelerated Company Options and the Accelerated Company RSUs).

“Governmental Authority” means any national or supra-national, federal, state, local or other governmental, quasi-governmental, regulatory or administrative body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body of any jurisdiction.

“Grant Funding” means any funding or other aid or assistance from any central, state or local government body or authority, any statutory undertaking, any other public body or authority, or any other body funded by public money.

“Hazardous Material” means any waste, gas, liquid or other substance or material that is defined, listed or designated as a “hazardous substance”, “pollutant”, “contaminant”, “hazardous waste”, “regulated substance”, “hazardous chemical”, or “toxic chemical” (or by any similar term) under any Environmental Law, or any other material regulated, or that could result in the imposition of Liability or responsibility, under any Environmental Law, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mould, and urea formaldehyde insulation.

“HMRC” means HM Revenue and Customs.

“IFRS” means International Financial Reporting Standards as promulgated by the International Accounting Standards Board.

“Immaterial Licenses” means, with respect to a Target Company, any of the following Contracts entered into in the ordinary course of business: (a) permitted use right to confidential information in a non-disclosure agreement; (b) license, assignment, covenant not to sue, or waiver of rights with any current and former founders, employees, consultants or independent contractors of such Target Company for the benefit of the Target Companies; (c) any non-exclusive license with end-users; and (d) any non-exclusive license that is not material to the businesses of the Target Companies and is merely incidental to the transaction contemplated in such license, the commercial purpose of which is primarily for something other than such license, such as: (i) sales

or marketing or similar Contract that includes a non-exclusive license to use the trademarks of an Target Company for the purposes of promoting the goods or services of the Target Companies; (ii) vendor Contract that includes permission for the vendor to identify a Target Company as a customer of the vendor; (iii) Contract to purchase or lease equipment or materials, such as a photocopier, computer, or mobile phone that also contains a license of Intellectual Property Rights that are not material to the business of the Target Company; or (iv) license for the use of Software that is preconfigured, preinstalled, or embedded on hardware or other equipment and is not included in any Company Product.

“In-the-Money Vested Company Options” means the Vested Company Options which have a strike price less than the Consideration Exchange Multiple multiplied by €10.00.

“Indebtedness” of any Person means, without duplication:

- (a) all indebtedness of such Person for borrowed money (including the outstanding principal and accrued but unpaid interest);
- (b) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), including “earn-outs” and “seller notes” whether accrued or not;
- (c) any other indebtedness of such Person that is evidenced by a note, bond, debenture, credit agreement or similar instrument, in each case, whether or not drawn;
- (d) all obligations of such Person under leases that should be classified as capital leases in accordance with IFRS, or any other accounting principles used by such Person;
- (e) all obligations of such Person for the reimbursement of any obligor on any line or letter of credit, banker’s acceptance, guarantee or similar credit transaction, in each case, that has been drawn or claimed against and not settled;
- (f) all obligations of such Person in respect of acceptances issued or created;
- (g) all derivative, hedging, interest rate, currency, swap or similar arrangements, including swaps, caps, collars, hedges or similar agreements under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency;
- (h) all obligations secured by a Lien on any property or asset of such Person;
- (i) any premiums, prepayment fees or other penalties, fees, costs or expenses associated with payment of any Indebtedness of such Person;
- (j) any severance payments triggered prior to the Share Exchange Closing, defined benefit pension liabilities or deferred compensation or other compensation or benefit liabilities (including any employer, Tax or social security contributions and payroll Taxes payable in connection therewith); and

(k) all obligations described in clauses (a) through (j) above of any other Person which is directly or indirectly guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a creditor against loss. For the avoidance of doubt, “Indebtedness” shall exclude the Company Transaction Expenses and the Purchaser Transaction Expenses, as applicable.

“**Insolvency Proceedings**” means any formal insolvency proceedings whether in or out of court, including proceedings or steps leading to any form of bankruptcy, liquidation, administration, receivership, arrangement or scheme with creditors, moratorium, stay or limitation of creditors’ rights, interim or provisional supervision by a court or court appointee or any distress, execution or other process levied; or any winding up, striking off or dissolution (whether or not due to insolvency); or any event analogous to any of those events in any jurisdiction.

“**Intellectual Property Rights**” means all right, title and interest in any Copyrights (including any rights in a database or Software), Patents, Trademarks, domain names, registered and unregistered designs, database rights, goodwill, Trade Secrets, Know-how and all other intellectual property rights, in each case whether registered or unregistered, including all applications to apply for them, and all rights having the same or equivalent effect to any of the above anywhere in the world and including all granted registrations and (where applicable) all applications for or registration in respect of any of the same.

“**IPO**” means the initial public offering of the Purchaser Ordinary Shares and the Purchaser Warrants pursuant to the IPO Prospectus.

“**IPO Lock-Up Agreements**” means each of: (a) the Waiver and Lock Up Deed, dated 1 July 2021, entered into by the Purchaser, the Sponsor, the Sponsor Principals, Walid Chammah, Andrew Gundlach, Michael Zaoui and Cynthia Tobiano; and (b) the Underwriting Agreement, dated 1 July 2021, entered into by the Purchaser, on the one hand, and Goldman Sachs International and J.P. Morgan AG.

“**IPO Prospectus**” means the final prospectus of the Purchaser, dated as of 1 July 2021.

“**IRS**” means the Internal Revenue Service of the United States.

“**Know-how**” means inventions, discoveries, improvements, processes, formulae, trade secrets, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers, in each case used by the Target Companies and relating to the Target Companies’ business.

“**Knowledge**” means, with respect to (a) the Company, the actual knowledge of Baroness Joanna Shields, Ivan Griffin, Rob Quinn, Will Scrimshaw, Tom Holgate and Anne Phelan, having read and carefully considered the relevant provision, or (b) any other Party, (i) if an entity, the actual knowledge of its executive officers, directors or secretary, having read and carefully considered the relevant provision, or (ii) if a natural person, the actual knowledge of such Party, having read and carefully considered the relevant provision. No Party shall be deemed to have any other actual, imputed or constructive knowledge regarding the subject matter of any of the relevant provisions.

“Law” means any national or supra-national, federal, state, local, municipal or other law, statute, legislation, case law, principle of common law, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, directive, requirement, writ, injunction, settlement, Order or Consent that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“Liabilities” means any and all liabilities, Indebtedness, Actions or obligations of any nature (whether absolute, accrued, contingent or otherwise, whether known or unknown, whether direct or indirect, whether matured or unmatured, whether due or to become due and whether or not required to be recorded or reflected on a balance sheet under IFRS or other applicable accounting standards), including Tax liabilities due or to become due.

“Lien” means any mortgage, pledge, security interest, attachment, right of first refusal, option, proxy, voting trust, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), restriction (whether on voting, sale, transfer, disposition or otherwise), any subordination arrangement in favour of another Person, or any filing or agreement to file a financing statement as debtor under applicable Law.

“Luxembourg Company Law” means the law of 10 August 1915 on commercial companies, as amended from time to time.

“Luxembourg Law” means the laws of Luxembourg.

“Luxembourg OAM” means the Luxembourg Stock Exchange in its capacity as Luxembourg “Officially Appointment Mechanism” appointed in accordance with the Luxembourg grand-ducal regulation of 3 July 2008 on the official appointment of mechanisms for the central storage of regulated information within the meaning of the law of 11 January 2008 on transparency for issuers of securities, as amended.

“Management Accounts” means the management accounts of the Company in respect of each quarter during the period commencing on the Most Recent Accounts Date and ending on 30 June 2021, and exclude any financial transactions concluded and reported by the Company on an annual basis.

“Material Adverse Effect” means, with respect to any specified Person, any state of facts, development, change, circumstance, occurrence, event or effect, that, individually or in the aggregate, (a) has had a material adverse effect on the business, assets, Liabilities, condition (financial or otherwise), prospects or results of operations of such Person and its Subsidiaries; or (b) would reasonably be expected to prevent or materially delay or materially impede the ability of such Person or any of its Subsidiaries to consummate the Transactions on a timely basis; provided, however, that in no event will any of the following (or the effect of any of the following), alone or in combination, be taken into account in determining whether a Material Adverse Effect pursuant to clause (a) has occurred: (i) war (whether or not declared), acts of war, sabotage, civil unrest or terrorism, or any escalation or worsening of any such acts of war, sabotage, civil unrest or terrorism, or changes in global, national, regional, state or local political or social conditions; (ii) earthquakes, hurricanes, tornados, tsunamis, pandemics (including COVID-19 or any mutation

or variation thereof, or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date of this Agreement) or other natural or man-made disasters; (iii) changes attributable to the public announcement, pendency or completion of the Transactions (including the impact thereof on relationships with customers, suppliers or employees); (iv) changes or proposed changes in applicable Law, regulations or interpretations thereof or decisions by courts or any Governmental Authority after the date of this Agreement; (v) changes or proposed changes in IFRS or other accounting principles (or any interpretation thereof) after the date of this Agreement applicable to any industry in which such Person and its Subsidiaries principally operate; (vi) general, global, national, regional, state or local economic, regulatory, political or social conditions, or conditions generally affecting the credit, debt, securities or financial markets (including changes in interest or exchange rates); (vii) events or conditions generally affecting the industries and markets in which the Person or any of its Subsidiaries operates; (viii) any failure to meet any projections, forecasts, guidance, estimates or financial or operating predictions of revenue, earnings, cash flow or cash position, provided that this clause (viii) shall not prevent a determination that the underlying facts and circumstances resulting in such failure has resulted in a Material Adverse Effect; (ix) the failure of any programme of a Target Company which does not materially impair the financial status or business prospects of the Target Companies as a whole; (x) the timing of any clearance, authorisation or other approvals from a Governmental Authority required to consummate the Transactions; or (xi) any actions (A) required to be taken, or required not to be taken, pursuant to the terms of this Agreement, or (B) taken with the prior written consent of or at the prior written request of the Purchaser; provided, however, that if any state of facts, developments, changes, circumstances, occurrences, events or effects related to clauses (i), (ii), (iv), (v), (vi) or (vii) above materially and disproportionately adversely affect the business, assets, financial condition or results of operations of such Person or any of its Subsidiaries relative to similarly situated Persons in the industries in which such Person or any of its Subsidiaries conducts its operations, then such impact may be taken into account in determining whether a Material Adverse Effect has occurred.

“Migration” has the meaning ascribed to that term in Step 2 of the Steps Paper.

“Most Recent Accounts Date” means 31 December 2020.

“Option Notice Letter” means the letter setting forth the number of Company Options held by a holder of Company Options, the exercise price of such Company Options and whether such Company Options are vested or unvested.

“Order” means any order, decree, ruling, judgment, injunction, writ, determination, binding decision, verdict, judicial award or other Action that is or has been entered, rendered, or otherwise put into effect by or under the authority of any Governmental Authority.

“Organisational Documents” means, with respect to any Person, its articles of incorporation and bylaws, memorandum and articles of association or similar documents which governs its establishment and/or its governance or organisation, in each case, as amended.

“Patents” means any patents, and patent applications (including any divisionals, provisionals, continuations, continuations-in-part, substitutions, re-examinations, or reissues thereof).

“**Pension Scheme**” means the defined contribution scheme with Legal & General of which the Company is a part.

“**Permits**” means all federal, state, local or foreign or other third-party permits, grants, easements, consents, approvals, authorisations, exemptions, licenses, franchises, concessions, ratifications, permissions, clearances, confirmations, endorsements, waivers, certifications, designations, ratings, registrations, qualifications or orders of any Governmental Authority or any other Person.

“**Permitted Liens**” means (a) Liens for Taxes or assessments and similar governmental charges or levies, which either are (i) not yet due and payable or delinquent or (ii) being contested in good faith and by appropriate proceedings, and for which adequate reserves have been established in accordance with IFRS or other applicable accounting principles with respect thereto, (b) other Liens imposed by operation of Law arising in the ordinary course of business for amounts which are not due and payable and as would not in the aggregate materially adversely affect the value of, or materially adversely interfere with the use of, the property subject thereto, (c) Liens incurred or deposits made in the ordinary course of business in connection with social security, (d) Liens on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the ordinary course of business, (e) Liens arising under this Agreement or any Ancillary Document, or (f) in the case of the Purchaser, Liens under the general terms and conditions dated 15 October 2020 of the Purchaser’s bank account with Société Générale Luxembourg.

“**Person**” means an individual, company, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organisation, including a government, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

“**Personal Data**” shall have the meaning given to it in the UK GDPR.

“**Personal Property**” means any machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, parts and other tangible personal property.

“**Prospectus Regulation**” means Regulation (EU) 2017/1129.

“**Purchaser Confidential Information**” means all confidential or proprietary documents and information concerning the Purchaser or any of its Representatives; *provided*, however, that Purchaser Confidential Information shall not include any information which, at the time of the disclosure to the Company, the Company Shareholders or any of their respective Affiliates or Representatives, (i) was generally available publicly and was not disclosed in breach of this Agreement, or (ii) was previously known by such receiving party without violation of Law or any confidentiality obligation by the Person receiving such Purchaser Confidential Information. For the avoidance of doubt, from and after the Share Exchange Closing, Purchaser Confidential Information will include the confidential or proprietary information of the Target Companies.

“**Purchaser Fundamental Warranties**” means the warranties contained in Clauses 4.1 (Organisation), 4.2 (Authorisation; Binding Agreement), 4.3 (Governmental Approvals), 4.4 (Non-Contravention) and 4.15 (Finders and Brokers).

“Purchaser Group” means the Purchaser and the Purchaser Subsidiary.

“Purchaser Ordinary Shares” means the class A shares without nominal value in the share capital of the Purchaser.

“Purchaser Securities” means the Purchaser Ordinary Shares, the Purchaser Sponsor Shares and the Purchaser Warrants, collectively.

“Purchaser Services Agreements” means each of: (a) the director services agreement, dated 1 July 2021, entered into by the Purchaser and Andrew Gundlach; (b) the director services agreement, dated 1 July 2021, entered into by the Purchaser and Michael Zaoui; (c) the director services agreement, dated 1 July 2021, entered into by the Purchaser and Cynthia Tobiano; (d) the director services agreement, dated 1 July 2021, entered into by the Purchaser and Walid Chammah; (e) the services agreement, dated 1 June 2021, entered into by the Purchaser and the Sponsor; and (f) the services agreement, dated 1 June 2021, entered into by the Purchaser, the Sponsor and Zaoui & Co Ltd.

“Purchaser Sponsor Shares” means the convertible B shares without nominal value in the share capital of the Purchaser.

“Purchaser Subsidiary Fundamental Warranties” means the warranties contained in Clauses 5.1 (Organisation), 5.2 (Authorisation; Binding Agreement) and 5.5 (Purchaser Subsidiary Activities).

“Purchaser Transaction Expenses” means the aggregate amount of all fees, costs and expenses (whether or not yet invoiced), that have been incurred prior to the Share Exchange Closing by or on behalf of the Purchaser or that the Purchaser has agreed to pay or is otherwise liable for (including, if applicable, fees, costs and expenses of the managers, directors, officers, employees and consultants of the Purchaser which the Purchaser has agreed to pay or is otherwise liable for) in connection with the negotiation, execution, performance or consummation of this Agreement and the Ancillary Documents and the Transactions and that constitute fees, costs and expenses of third-party legal advisers, other professional advisers, brokers, finders, consultants, investment bankers, accountants, auditors and experts.

“Purchaser Warrant” means each one (1) warrant of the Purchaser entitling the holder thereof to purchase one (1) Purchaser Ordinary Share in accordance with terms described in the IPO Prospectus with respect to the warrants of the Purchaser.

“Redemption” means the redemption of Purchaser Ordinary Shares following exercise of a redemption right by the holder thereof, all in accordance with the IPO Prospectus.

“Reference Date” means 30 June 2021.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the environment.

“Relevant Company Shareholders” means the persons listed in Schedule 2.

“Relevant Date” means (a) the Share Exchange Closing Date, if the Share Exchange Closing is occurring on the last day of a calendar month, or (b) the date falling on the last day of the calendar month immediately prior to the Share Exchange Closing Date, if the Share Exchange Closing is not occurring on the last day of a calendar month.

“Representatives” means, as to any Person, such Person’s Affiliates and the respective managers, directors, officers, employees, consultants, advisors (including financial advisors, legal advisers and accountants), agents and other legal representatives of such Person or its Affiliates.

“Sanctioned Country” means any country or region that is targeted by comprehensive export, import, financial or investment embargo under any Sanctions Laws (which currently comprise Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine).

“Sanctions Laws” means any trade, economic and financial sanctions Laws administered, enacted or enforced from time to time by (a) the United States (including the Department of the Treasury’s Office of Foreign Assets Control), (b) the European Union, (c) any European Union member state, (d) the United Nations or (e) the United Kingdom.

“Sanctioned Person” means any Person that is the target of any Sanctions Laws, including (a) any Person on any sanctions list maintained by the United States (including through the Office of Foreign Assets Control of the U.S. Treasury Department or the U.S. Department of State), the European Union, any European Union member state, the United Nations, or the United Kingdom, (b) any Person located, organized, or resident in a Sanctioned Country; or (c) any Person directly or indirectly owned fifty percent or more or controlled, individually or in the aggregate, by one or more Persons described in the foregoing clauses (a) and/or (b).

“Shareholder Resolution” means a special resolution of the shareholders of the Company approving the adoption by the Company of new articles of association in the Agreed Form to the exclusion of all previous articles of association in accordance with the UK Companies Act.

“Shareholders’ Agreement” means the Subscription and Shareholders Agreement between the Company and the Company Shareholders relating to the Company dated 20 November 2020.

“Software” means any computer software programs or firmware, in source code and object code form, including application programming interfaces, development tools, user interfaces, any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions, previous versions, new releases and previous releases thereof, all media and other tangible property necessary for the delivery or transfer thereof, and all documentation related thereto.

“Sponsor” means Odyssey Sponsor, a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 62 Avenue Victor Hugo, L-1750 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255517.

“Sponsor Principals” means, collectively, Michael Zaoui, Yoël Zaoui, Jean Raby, Michel Combes, and Olivier Brandicourt.

“Sponsor Promote Amount” is equal to €50,000,000.

“Steps Paper” means the short form Steps Paper set forth in Exhibit E, subject to such amendments as the Company and the Purchaser may agree in writing.

“Subsidiary” means, with respect to any Person, any corporation, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of capital shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons will be allocated a majority of partnership, association or other business entity gains or losses or will be or control the managing director, managing member, general partner or other managing Person of such partnership, association or other business entity. A Subsidiary of a Person will also include any variable interest entity which is consolidated with such Person under applicable accounting rules.

“Sub-Plan C” means the Sub-Plan C of the Company Option Plan, as amended from time to time.

“Target Companies” means, collectively, all of the Company and its direct and indirect Subsidiaries and **“Target Company”** means any of them.

“Tax Authority” means any Governmental Authority responsible for the collection, imposition or administration of Taxes or Tax Returns.

“Tax Return” means any return, declaration, report, claim for refund, information return or other documents (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Taxes or the administration of any Laws or administrative requirements relating to any Taxes.

“Taxes” means all direct or indirect federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, value-added, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, social security and related contributions due in relation to the payment of compensation to employees, excise, severance, stamp, occupation, premium, property, windfall profits, alternative minimum, estimated, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto and regardless of whether such taxes, penalties, charges, costs and interest are directly or primarily chargeable against or attributable to any other person but are instead imposed upon any secondarily liable person by operation of Law.

“Total Consideration Shares” means the number of Purchaser Ordinary Shares equal to (a) the Equity Value less (i) the Sponsor Promote Amount and (ii) €45,800,000, divided by (b) €10.00.

“Trade Secrets” means any trade secrets, confidential business information, concepts, ideas, designs, research or development information, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, engineering drawings, methods, algorithms, source code, formulae, Know-how, data, mask works, discoveries, inventions, invention disclosures, modifications, extensions, and improvements (whether or not patentable or subject to copyright, trademark, or trade secret protection), in each case, to the extent the foregoing are confidential and protected by applicable Law.

“Trademarks” means any trademarks, service marks, trade dress, getup, trade names, brand names, internet domain names, designs, logos, or corporate names (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration and renewals and extensions thereof.

“Transaction Expenses” means: (a) all fees and expenses incurred in connection with filing the Prospectus, the process with the CSSF or another competent regulator, the fees and costs of the Luxembourg civil law notary (if any), the certified auditor (in case of e.g. legal merger or capital increase by contribution in kind) and the admission to listing and trading on Euronext, other than fees and expenses of professional advisers (including legal, financial advisory, consulting and accounting fees and expenses), which shall be borne by the Party incurring such fees and expenses; (b) all filing fees in connection with any antitrust or other governmental approvals; (c) all transfer taxes (including stamp duty, if applicable) arising on or in relation to this Agreement or the Transactions and (d) all fees and expenses incurred in connection with the negotiation, execution, performance or consummation of the PIPE Subscriptions.

“UK Companies Act” means the Companies Act of 2006.

“UK Takeover Code” means the City Code on Takeovers and Mergers.

“UK Takeover Panel” means the Panel on Takeovers and Mergers.

“Treasury Regulations” means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final, proposed or temporary form), as the same may be amended from time to time.

“VAT” means, in the United Kingdom, value added tax chargeable pursuant to the Value Added Tax Act 1994, and in relation to any jurisdiction within the European Union, value added tax provided for in Directive 2006/112/EC and charged under the provisions of any national legislation implementing that directive or Directive 77/388/EEC together with legislation supplemental thereto, and, in relation to any other jurisdiction, the equivalent Tax (if any) in that jurisdiction.

“Vested Company Options” means the Company Options which, as at the Share Exchange Closing, have vested in accordance with the terms of the Company Option Plan and any applicable

award agreements pursuant to which Company Options were granted under the Company Option Plan.

“*Vested Company RSUs*” means the Company RSUs which, as at the Share Exchange Closing, have time-vested in accordance with the terms of the Sub-Plan C and any applicable award agreements pursuant to which Company RSUs were granted under the Sub-Plan C.

13.2 Clause References. The following capitalised terms, as used in this Agreement, have the respective meanings given to them in the Clause as set out below adjacent to such terms:

<u>Term</u>	<u>Clause</u>	<u>Term</u>	<u>Clause</u>
Agreement.....	Preamble	ITEPA	6.24(s)
Amended Purchaser Articles.....	8.15	Leased Properties	6.25(c)
Antitrust Laws.....	8.9(b)	Lock-Up Agreement	8.20
Applicable Securities Laws.....	8.7	Luxembourg.....	Preamble
Board Nominees.....	8.16(a)	Multiemployer Plan	6.21(c)
Board Recommendation Change	8.11(c)	Non-Recourse Parties.....	12.16
Business Combination	4.7	NSI Act	8.9(e)
Business Combination EGM.....	8.11(a)(ii)	Open Source Code	6.17
CARES Act.....	6.24(k)	Outside Date.....	11.1(b)
Circular	8.11(a)(ii)	Parties.....	Preamble
Closing Filing.....	8.12(b)	Party	Preamble
Closing Press Release	8.12(b)	PIPE Investment Amount	8.22
Company	Preamble	PIPE Subscriptions.....	Preamble
Company Certificate	1.3(c)(ii)	Proceeding.....	6.14(b)
Company Disclosure Letter	Clause 6	Property Leases	6.25(b)
Company Material Contract.....	6.15(a)	Prospectus	8.11(a)(i)
Company Shareholders	Preamble	Purchaser.....	Preamble
Company Shareholders Representative	12.17(a)	Purchaser Disclosure Letter	4
Confidential Information	6.16(f)	Purchaser Financials	4.6(c)
D&O Indemnified Persons.....	8.17	Purchaser LTIP	8.21
Dispute	12.5	Purchaser Material Contract	4.13(a)
Effective Time	3.1	Purchaser Options	1.4(a)(i)
Employees	6.22(a)	Purchaser Recommendation.....	4.2(c)(iii)
Enforceability Exceptions	4.2(d)	Purchaser RSUs	1.4(b)(i)
Environmental Permits.....	6.23	Purchaser Subsidiary.....	Preamble
Exchange Shares	1.2(a)	Regulatory Reports	4.6(a)
Independent Auditor	1.3(b)	Releasing Persons	12.12
Independent Auditor Report	1.3(b)	Required Shareholder Approval	10.1(a)
Intended US Tax Treatment.....	2.3	Secretary of State	8.9(e)
Interim Period	8.1(a)	Share Exchange.....	Preamble
IP Licences.....	6.16(b)	Share Exchange Closing	3.1
ISU	8.9(e)	Share Exchange Closing Date.....	3.1
IT Contracts	6.17	Shareholder Approval Matters.....	8.11(a)(ii)
IT System	6.17	Signing Filing.....	8.12(b)
		Signing Press Release	8.12(b)

STFs	1.3(c)(i)
Subscribers	Preamble
Subscription Agreements	Preamble
Support Agreement	Preamble
Third Party	12.4(a)

Title IV Plan.....	6.21(c)
Transactions	Preamble
Transfer and Centralising Agent	2.7
UK Takeover Code Waiver	6.5

Schedule 1

Company Shareholders

(1) Company Shareholder	(2) Class of Shares	(3) Number of Company Shares
ACME TOOLS INC	Ordinary Shares	100,000
Michael Brennan	Ordinary Shares	120,000
Broad Street Principal Investments, L.L.C.	Ordinary Shares	4,660
Bruce Campbell	Ordinary Shares	800
Eli Lilly and Company	A-1 Preferred Shares	71,069
Mark Evenstad	Ordinary Shares	29,480
Richard Farleigh	Ordinary Shares	6,155
Grace B. Evenstad and Howard J. Rubin (Grace B. Evenstad Qualified Terminable Interest Property Marital Trust II)	Ordinary Shares	50,407
Grace B. Evenstad and Howard J. Rubin (Grace B. Evenstad 2018 Revocable Trust)	Ordinary Shares	10,987
Ivan Griffin	Ordinary Shares	15,000
H. Lundbeck A/S	Ordinary Shares	32,100

Howard J. Rubin and Mark B. Evenstad (2008 Niagara Trust 514)	Ordinary Shares	7,966
Howard J. Rubin and Mark B. Evenstad (Greenwood Trust 514)	Ordinary Shares	7,966
HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED A/C 685889	Ordinary Shares	881,000
Jackie Hunter	Ordinary Shares	5,000
Stevo Kenezevic	Ordinary Shares	600
Lansdowne Developed Markets Strategic Investment Master Fund Limited	Ordinary Shares	147,800
Lisciad Limited	Ordinary Shares	100
Mark B. Evenstad (Mark B. Evenstad Revocable Trust)	Ordinary Shares	36,980
Nortrust Nominees Limited a/c WIX01 (nominee for LF Equity Income Fund)	Ordinary Shares	236,827
Nortrust Nominees Limited A/C WIZ02 (nominee for Schroder UK Public Private Trust PLC)	Ordinary Shares	123,488
Peter Richardson	Ordinary Shares	5,000
State Street Nominees Limited a/c 34ZG (nominee for Omnis Income & Growth Fund)	Ordinary Shares	4,013
Ulf Wiinberg	Ordinary Shares	5,500

TLS Beta Pte Ltd.	A Preferred Shares and A-1 Preferred Shares	293,386 A Preferred Shares 106,604 A-1 Preferred Shares
SCHONFELD STRATEGIC 460 FUND LLC	A-1 Preferred Shares	35,535
Joanna Shields	G2 Growth Shares	87,984

Schedule 2

Relevant Company Shareholders

1. Kenneth Mulvany
2. TLS Beta Ltd.
3. Michael Brennan
4. Nortrust Nominees Limited a/c WIX01 as nominee for LF Equity Income Fund
5. Nortrust Nominees Limited A/C WIZ02 as nominee for Schroder UK Public Private Trust PLC
6. Lansdowne Developed Markets Strategic Investment Master Fund Limited
7. ACME TOOLS INC
8. Joanna Shields
9. Dr Francois Nader
10. Dr John Orloff
11. Sir Nigel Shadbolt
12. Jackie Hunter

[Signature Pages Follow]

EXHIBIT A

Form of Support Agreement

See attached.

SUPPORT AGREEMENT

This Support Agreement (this “**Agreement**”), dated as of December 6, 2021, is entered into as a deed by and among (i) Odyssey Sponsor, a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 62 Avenue Victor Hugo, L-1750 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255517 (the “**Sponsor**”), (ii) Michael Zaoui, Yoël Zaoui, Jean Raby, Michel Combes and Olivier Brandicourt (each a “**Sponsor Principal**” and collectively, the “**Sponsor Principals**”), (iii) Fusione Ltd, a private limited company incorporated in England and Wales with registered number 10622105 and having its registered office at C/O Zaoui & Co Ltd, 11 Hill Street, London, United Kingdom, W1J 5LF (together with Michael Zaoui, the “**Ordinary Shareholders**” and each an “**Ordinary Shareholder**”), (iv) Odyssey Acquisition S.A., a Luxembourg public limited liability company (*société anonyme*) having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255412 (the “**Purchaser**”) and (v) BenevolentAI Limited, a private limited company incorporated in England and Wales with registered number 09781806 and having its registered office at 4-8 Maple Street, London, United Kingdom, W1T 5HD (the “**Company**”). The Sponsor, the Sponsor Principals, the Ordinary Shareholders, the Purchaser and the Company shall be referred to herein from time to time collectively as the “**Parties**” (each a “**Party**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement (as defined below).

WHEREAS, concurrently with the execution of this Agreement, the Purchaser, the Company and certain other parties thereto are entering into that certain Business Combination Agreement dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time in accordance with its terms, the “**Business Combination Agreement**”), pursuant to which, among other things, Company Shareholders will contribute all of the Company Shares to the Purchaser in exchange for the issue, allotment and delivery to the Company Shareholders of Purchaser Ordinary Shares (the “**Share Exchange**”).

WHEREAS, the Business Combination Agreement contemplates that the Parties will enter into this Agreement prior to the entry into the Business Combination Agreement, pursuant to which, among other things, (a) each Ordinary Shareholder and the Sponsor agrees to vote in favor of approval of the Business Combination, the entry into the Business Combination Agreement and the Ancillary Documents and the transactions contemplated by each of them, including the Shareholder Approval Matters, and (b) solely in connection with the transactions contemplated by the Business Combination Agreement, the Sponsor waives any adjustment to the conversion ratio or any other anti-dilution or similar protection with respect to the Purchaser Sponsor Shares set forth in the Organisational Documents of the Purchaser, if any, and/or after giving effect to the Share Exchange, the Purchaser Ordinary Shares set forth in the Organisational Documents of the Purchaser.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Agreement to Vote and Non-Redemption.

(a) Each Ordinary Shareholder, the Sponsor, and each Sponsor Principal (solely with respect to any Purchaser Ordinary Shares over which such Sponsor Principal acquires record or beneficial ownership (if any) after the date hereof and prior to the Closing (as defined below) and without prejudice to its obligations under Clause 6) hereby irrevocably and unconditionally agrees to, at any meeting of the shareholders of the Purchaser duly called and convened in accordance with the Organisational Documents of the Purchaser, whether or not adjourned and however called: (i) vote, or cause to be voted, as applicable: (1) (A) in the case of the Sponsor, all of the Purchaser Sponsor Shares held of record or beneficially by the Sponsor as of the date of this Agreement; and (B) in the case of an Ordinary Shareholder, all of the Purchaser Ordinary Shares held of record or beneficially by such Ordinary Shareholder as of the date of this Agreement, and (2) in the case of the Sponsor, any Ordinary Shareholder or any Sponsor Principal, any Purchaser Ordinary Shares over which such Ordinary Shareholder, the Sponsor or such Sponsor Principal acquires

record or beneficial ownership (if any) after the date hereof and prior to the Share Exchange Closing (the “**Closing**”) (collectively, the “**Subject Equity Securities**”) in favor of each of the Shareholder Approval Matters, in each case, to the extent such Subject Equity Securities are entitled to vote thereon; (ii) when such meeting is held, appear at such meeting or otherwise cause the applicable Subject Equity Securities to be counted as present thereat for the purpose of establishing a quorum; (iii) to the fullest extent permitted under applicable Law, waive any dissenters’, appraisal or other similar rights, whether such rights are afforded by law or contract, in respect of the transactions contemplated by the Business Combination Agreement and the Ancillary Documents, including the Share Exchange; (iv) vote against, or cause to be voted against, with respect to, any other matter, action or proposal that would reasonably be expected to result in (x) a breach of any of the Purchaser’s or the Purchaser Subsidiary’s (each, a “**Purchaser Party**”) covenants, agreements or obligations under the Business Combination Agreement or any of the Ancillary Documents or (y) any of the conditions to the consummation of the Transactions set forth in Clause 10.1 (Conditions to Each Party’s Obligations) or Clause 10.3 (Conditions to Obligations of the Purchaser) of the Business Combination Agreement not being satisfied; and (v) not redeem, elect to redeem or tender or submit any of its or his Subject Equity Securities for redemption in connection with the Shareholder Approval Matters, the Share Exchange or any other transactions contemplated by the Business Combination Agreement. The respective obligations of each Ordinary Shareholder, the Sponsor and each Sponsor Principal specified in this Clause 1, and of the Sponsor Principals specified in Clause 6, shall apply whether or not the Share Exchange, any of the transactions contemplated by the Business Combination Agreement or any action described above is recommended by the Purchaser’s board of directors or the Sponsor’s board of managers or sole manager (as applicable).

(b) Each Ordinary Shareholder and the Sponsor hereby agrees, consents to and approves the transactions contemplated by the Business Combination and the Ancillary Documents.

(c) Without limiting any other rights or remedies of the Company, in the event that any Ordinary Shareholder or the Sponsor fails to perform or otherwise comply with his or its respective covenants, agreements or obligations set forth in Clause 1(a) hereof (such failure, a “**POA Event**”), then, solely in such circumstances and solely to the extent set forth herein, each Ordinary Shareholder and the Sponsor hereby irrevocably appoints each member of the board of directors of the Company as the true and lawful representative, agent, attorney and proxy (with full power of substitution and resubstitution), for and in the name, place and stead of such Ordinary Shareholder or the Sponsor, as applicable (the “**Appointment**”), (i) to execute and deliver on its or his behalf all Ancillary Documents, (ii) to attend on behalf of such Ordinary Shareholder or the Sponsor any meeting of the Purchaser’s shareholders with respect to the matters described in Clause 1(a) hereof, (iii) to include the applicable Subject Equity Securities in any computation for purposes of establishing a quorum at any such meeting of the holders of Purchaser Ordinary Shares and (iv) to vote (or cause to be voted), or waive, revoke or not assert any right, if applicable, with respect to the applicable Subject Equity Securities on the matters specified in, and in accordance and consistent with Clause 1(a) hereof in connection with any meeting of the holders of Purchaser Ordinary Shares. Each Ordinary Shareholder and the Sponsor hereby revokes any appointment previously granted by him or it with respect to the Subject Equity Securities. Notwithstanding anything contained herein to the contrary, this Appointment shall automatically terminate upon the earlier of the termination of the Business Combination Agreement in accordance with its terms or the Share Exchange Closing. For the purpose of Clause 1(c)(ii), each Ordinary Shareholder and the Sponsor hereby irrevocably undertakes to execute and deliver, for each relevant meeting of the Purchaser’s shareholders with respect to the matters described in Clause 1(a) hereof, a power of attorney appointing each member of the board of directors of the Company as his and its true and lawful representative, agent, attorney and proxy (with full power of substitution and resubstitution), to attend on his/its behalf any such meeting and vote on his/its behalf at any such meeting.

(d) The Appointment granted by each Ordinary Shareholder or the Sponsor in Clause 1(c) is granted in consideration for the Company and the Purchaser entering into the Business Combination Agreement and agreeing to consummate the transactions contemplated thereby. The Appointment granted by each Ordinary Shareholder and the Sponsor is unconditional and irrevocable and shall survive the bankruptcy, dissolution, death, incapacity or other inability to act by such Ordinary Shareholder or the Sponsor, as applicable. The Appointment may be exercised only with respect to the matters described in Clause 1(a). Upon the occurrence of a POA Event, each Ordinary Shareholder and the Sponsor hereby approves, authorises and ratifies everything which any member of the board of directors of the Company shall lawfully do pursuant to this Clause 1 with respect to such Ordinary Shareholder or the Sponsor, as applicable, to the extent consistent with the terms and conditions of this Agreement, the Business Combination Agreement and the Ancillary Documents.

2. Agreement to Transfer 659,000 Promote Shares. Prior to Closing, the Sponsor shall transfer, and deliver written notice to the Company that the Sponsor has transferred, 659,000 of its Purchaser Sponsor Shares (the “**Promote Shares**”) to one or more or a combination of the following transferees (each a “**Promote Holder**”), in its sole discretion, including as to the identity of the Promote Holder(s) and the proportion of Promote Shares transferred to each such Promote Holder: (i) one or more existing shareholders of the Purchaser, other than the Sponsor, the Sponsor Principals or their respective Affiliates, who each commit not to exercise their Redemption right, and (ii) one or more Persons, other than the Sponsor, the Sponsor Principals or their respective Affiliates, who agree to provide a backstop facility agreement (a “**Backstop Agreement**”) and contribute cash to the Purchaser to cover some or all of the shortfall in cash resulting from Redemptions, if any; provided, however, that the Company shall be capable of waiving this obligation in whole or in part at any time. The Sponsor shall use its best endeavors to procure that for transfers pursuant to sub-clauses (i) and (ii) above, where the Promote Holder owns shares in the Purchaser, each such Promote Holder enters into a support and non-redemption agreement substantially in the form of this Agreement as a condition to the transfer of the Promote Shares. Any such agreement or transfer shall not require any approvals under or waiver of clause 8.3(b)(xiv) of the Business Combination Agreement.

3. Waiver of Anti-Dilution Protection. Subject to, and conditioned upon, the occurrence of the Closing, to the fullest extent permitted by law and solely in connection with the transactions contemplated by the Business Combination Agreement, the Sponsor (on behalf of itself and for its successors, heirs and assigns) hereby waives, and agrees not to assert or perfect, any rights to adjustment or other anti-dilution protections, if any, with respect to the rate that the Purchaser Sponsor Shares held by it convert into Purchaser Ordinary Shares, as set out in Article 9 of the Purchaser’s articles of association, in connection with the transactions contemplated by the Business Combination Agreement and the Ancillary Documents; provided always that this Clause 2 shall not apply to the extent that any such waiver by the Sponsor will result in the Purchaser Sponsor Shares converting into Purchaser Ordinary Shares on anything less than a one-for-one basis. For the avoidance of doubt, the waiver under this Clause 2 shall not apply to any stock split, stock dividend or distribution, or any change in the Purchaser’s share capital by reason of any split-up, reverse stock split, recapitalisation, combination, reclassification, exchange of shares or the like which are not part of the transactions contemplated by, but are completed in accordance with, the Business Combination Agreement.

4. Release of Claims. In consideration for the benefits to be received by each Ordinary Shareholder and the Sponsor under the terms of the Business Combination Agreement and the Ancillary Documents, subject to and effective as of the Closing, each Ordinary Shareholder and the Sponsor for and on behalf of himself or itself and each of his or its respective heirs, executors, administrators, personal representatives, successors, assigns and subsidiaries, hereby acknowledges full and complete satisfaction of and fully and irrevocably releases and forever discharges the Purchaser, the Purchaser Subsidiary, each of their respective subsidiaries and their predecessors, successors, assignees, parent companies, shareholders and investors (direct and indirect) and, in each case, each of their respective Affiliates, officers, directors, partners, employees, agents, attorneys and other representatives, past and present (collectively, the “**Released Entities**”), from liability on or for any and all charges, claims, controversies, actions, causes of action, cross claims, counterclaims, demands, debts, duties, sanctions, fines, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs, attorney’s fees, sums of money, suits, contracts, covenants, controversies, agreements, promises, responsibilities, obligations and accounts of any kind, nature or description whatsoever in Law or in equity (“**Actions**”), direct or indirect, past, present and future, and whether or not now or heretofore known, suspected, matured or unmatured, contingent or uncontingent, or claimed against the Released Entities, through to and including the Closing, arising out of, or relating to, (x) such Ordinary Shareholder’s or the Sponsor’s respective ownership of the Subject Equity Securities or any equity or debt interests in the Purchaser prior to the Closing, (y) the organization, management or operation of the business of the Purchaser relating to any matter, occurrence, action, inaction, omission or activity prior to the Closing, in each case, in each Ordinary Shareholder’s or the Sponsor’s respective capacity as an equity or debt securityholder, and (z) the negotiation, implementation or closing of the transactions contemplated by the Business Combination Agreement; provided, that such release shall not release the Released Entities for (i) any Actions arising out of or related to the Released Entities’ respective Organisational Documents, to provide indemnification, reimbursement or advancement of expenses to any Ordinary Shareholder who is an individual in respect of actions taken or omitted in each of their respective capacity as an officer and/or director of such Released Entity prior to the Closing, (ii) any Actions arising out of or related to the Released Entities’ contracts with or obligations to any Ordinary Shareholder who is an individual in respect of compensation arrangements as an officer and/or director of such Released Entity prior to the Closing, (iii) any Actions arising under, or in connection with, any commercial agreements as between any direct or indirect portfolio companies of the Sponsor or any Ordinary Shareholder that is an entity or their respective Affiliates and any Released Entity, or

(iv) for the avoidance of doubt, any Actions arising in any Ordinary Shareholder's or the Sponsor's capacity as a shareholder of the Purchaser arising after the Closing.

5. Other Covenants.

(a) Each Ordinary Shareholder, the Sponsor and Sponsor Principal hereby agrees that he or it shall be bound by and subject to Clause 8.12 (Public Announcements) and Clause 8.13 (Confidential Information) of the Business Combination Agreement to the same extent as such provisions apply to the parties to the Business Combination Agreement.

(b) Each Ordinary Shareholder and the Sponsor hereby covenants and agrees that he or it shall not, at any time prior to termination of this Agreement, (i) enter into any voting agreement or voting trust with respect to any Subject Equity Securities that is inconsistent with such Ordinary Shareholder's or the Sponsor's respective obligations pursuant to this Agreement, (ii) grant a proxy or power of attorney with respect to such Ordinary Shareholder's or the Sponsor's respective Subject Equity Securities that is inconsistent with such Ordinary Shareholder's or the Sponsor's respective obligations pursuant to this Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent such Ordinary Shareholder or the Sponsor from satisfying their respective obligations pursuant to this Agreement.

(c) Each Ordinary Shareholder and the Sponsor acknowledges and agrees that the Company is entering into the Business Combination Agreement in reliance upon each Ordinary Shareholder and the Sponsor entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, their respective agreements, covenants and obligations contained in this Agreement, and but for each of them entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, their respective agreements, covenants and obligations contained in this Agreement, the Company would not be entering into or agreeing to consummate the transactions contemplated by the Business Combination Agreement or the Ancillary Documents.

6. Sponsor Principals' Commitment. Each Sponsor Principal hereby agrees to exercise his voting rights in his capacity as a direct or indirect shareholder in the Sponsor with a view to procuring that the Sponsor performs and complies with all of its covenants, agreements and obligations under this Agreement.

7. Warranties. Each Ordinary Shareholder, the Sponsor and each Sponsor Principal, as applicable, warrants to the Company, severally as to himself or itself only and not jointly, as follows:

(a) The Sponsor is duly formed and validly existing under the Laws of its jurisdiction of formation. If an Ordinary Shareholder is an entity, such Ordinary Shareholder is duly formed and validly existing under the Laws of its jurisdiction of formation.

(b) Each Ordinary Shareholder, the Sponsor, and each Sponsor Principal has the requisite power and authority to execute and deliver this Agreement, to perform his or its respective covenants, agreements and obligations hereunder (including, for the avoidance of doubt, those covenants, agreements and obligations hereunder that relate to the provisions of the Business Combination Agreement) (as applicable), and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement has been duly authorized by all necessary action on the part of the Sponsor and any Ordinary Shareholder which is an entity. This Agreement has been duly and validly executed and delivered by each Ordinary Shareholder, the Sponsor and each Sponsor Principal and constitutes a valid, legal and binding agreement of each Ordinary Shareholder, the Sponsor and each Sponsor Principal (assuming that this Agreement is duly authorized, executed and delivered by the other Parties hereto), enforceable against each Ordinary Shareholder, the Sponsor and, only to the extent of his individual power or control over the Sponsor, each Sponsor Principal, in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity.

(c) The Sponsor and each Ordinary Shareholder is the record and beneficial owner of the Subject Equity Securities set forth with respect to the Sponsor or such Ordinary Shareholder in Schedule I hereto (if any) and has

valid, good and marketable title to such Subject Equity Securities, free and clear of all Liens (other than transfer restrictions under the Organisational Documents of the Purchaser or as set forth in the Purchaser Disclosure Letter). Except for the Equity Securities of the Purchaser set forth in Schedule I hereto, together with any other Equity Securities of the Purchaser that the Sponsor, any Sponsor Principal and Ordinary Shareholder acquires record or beneficial ownership of after the date hereof that is either permitted pursuant to, or acquired in accordance with, the Business Combination Agreement (including in connection with the Share Exchange), none of the Sponsor, any Sponsor Principal and any Ordinary Shareholder owns, beneficially or of record, any Equity Securities of the Purchaser or has the right to acquire any Equity Securities of the Purchaser. Each of the Sponsor and each Ordinary Shareholder has the right to vote the Subject Equity Securities owned by it or him and, except for this Agreement, the Business Combination Agreement, the Organisational Documents of the Purchaser or any proxy given for purposes of voting in favor of the Shareholder Approval Matters, neither the Sponsor nor any Ordinary Shareholder, is a party to or bound by (i) any option, warrant, purchase right, or other Contract that could (either alone or in connection with one or more events, developments or events (including the satisfaction or waiver of any conditions precedent)) require either the Sponsor or such Ordinary Shareholder to transfer any of the Subject Equity Securities (or, following the consummation of the Share Exchange, the Purchaser Ordinary Shares) or (ii) any voting trust, proxy or other Contract with respect to the voting or transfer of any of the Subject Equity Securities (or, following the consummation of the Share Exchange, the Purchaser Ordinary Shares) in a manner inconsistent with the requirements of this Agreement. As of the date hereof, the Sponsor holds 87.87% of the issued and outstanding Purchaser Sponsor Shares and the voting rights attached thereto.

8. Termination. This Agreement shall automatically terminate, without any notice or other action by any Party, and be void ab initio upon the termination of the Business Combination Agreement in accordance with its terms. Upon termination of this Agreement as provided in the immediately preceding sentence, none of the Parties shall have any further obligations or Liabilities under, or with respect to, this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the termination of this Agreement shall not affect any Liability on the part of any Party for a willful and material breach of any covenant or agreement set forth in this Agreement prior to such termination or actual fraud, and (ii) Clause 5(a) (Other Covenants) (solely to the extent that it relates to Clause 8.13 (Confidential Information) of the Business Combination Agreement), Clause 19 (Fees and Expenses), and Clause 20 (No Ownership Interest) shall each survive any termination of this Agreement.

9. No Recourse. Except for claims pursuant to the Business Combination Agreement or any other Ancillary Document by any party(ies) thereto against any other party(ies) thereto on the terms and subject to the conditions therein, each Party agrees that (a) this Agreement may only be enforced against, and any action for breach of this Agreement may only be made against, the Parties, and no claims of any nature whatsoever (whether in tort, contract or otherwise) arising under or relating to this Agreement, the negotiation hereof or its subject matter, or the transactions contemplated hereby shall be asserted against any Representatives of any Party (other than the Persons named as parties hereto), and (b) none of the Representatives of any Party (other than the Persons named as parties hereto, on the terms and subject to the conditions set forth herein) shall have any Liability arising out of or relating to this Agreement, the negotiation hereof or its subject matter, or the transactions contemplated hereby, including with respect to any claim (whether in tort, contract or otherwise) for breach of this Agreement or in respect of any written or oral warranties made or alleged to be made in connection herewith, or for any actual or alleged inaccuracies, misstatements or omissions with respect to any information or materials of any kind furnished in connection with this Agreement, the negotiation hereof or the transactions contemplated hereby. Notwithstanding anything to the contrary in this Agreement, in no event shall the Purchaser have any obligations or Liabilities related to or arising out of the covenants, agreements, obligations or warranties of the Sponsor, any Sponsor Principal or any Ordinary Shareholder under this Agreement (including related to or arising out of any breach of any such covenant, agreement, obligation or warranty by the Sponsor, any Sponsor Principal or any Ordinary Shareholder).

10. Further Assurances. From time to time, at the request of the Company, each Ordinary Shareholder the Sponsor and each Sponsor Principal shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. Each Ordinary Shareholder, the Sponsor and each Sponsor Principal further agrees not to commence or participate in, and to take all actions necessary to opt out of any class action with respect to, any action or claim, derivative or otherwise, against the Company, any Affiliate of the Company or any of their respective successors and assigns challenging the transactions contemplated by the Business Combination Agreement, including the Share Exchange.

11. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary, (a) (1) no Ordinary Shareholder nor the Sponsor makes any agreement or understanding herein in any capacity other than in such Ordinary Shareholder's or the Sponsor's respective capacity as record holder and/or beneficial owner of the Subject Equity Securities and (2) no Sponsor Principal makes any agreement or understanding herein other than in such Sponsor Principal's capacity as a shareholder in the Sponsor to exercise his voting rights with a view to procuring that the Sponsor performs and complies with all of its covenants, agreements or obligations under this Agreement, and (b) nothing herein will be construed to limit or affect any action or inaction by any Representative of any Ordinary Shareholder, the Sponsor or any Sponsor Principal serving as (or having a designee serve as) a member of the board of directors (or other similar governing body) of any Purchaser Party or as an officer, employee or fiduciary of a Purchaser Party, in each case, acting in such person's capacity as a director, officer, employee or fiduciary of such Purchaser Party.

12. Changes in Share Capital. In the event of a stock split, stock dividend or distribution, or any change in the Purchaser's share capital by reason of any split-up, reverse stock split, recapitalisation, combination, reclassification, exchange of shares or the like, the term "Subject Equity Securities" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

13. No Third-Party Beneficiaries. This Agreement shall be for the sole benefit of the Parties and their respective successors and permitted assigns (which shall, for the avoidance of doubt, include any successor to the Purchaser, which successor shall be bound by all obligations and entitled to enforce all rights of the Purchaser under this Agreement) and is not intended, nor shall be construed, to give any Person, other than the Parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever pursuant to the Contracts (Rights of Third Parties) Act 1999 by reason of this Agreement; provided, however, that each of the Released Entities shall be express third-party beneficiaries of Clause 4. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties, partners or participants in a joint venture.

14. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) by delivery in person, by e-mail (having obtained electronic delivery confirmation thereof (i.e., an electronic record of the sender that the email was sent to the intended recipient thereof without an "error" or similar message that such email was not received by such intended recipient)), or by registered or certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the other Parties as follows:

If to the Sponsor, to:

Odyssey Sponsor
62, avenue Victor Hugo
L-1750 Luxembourg
Luxembourg
Attn: Georges Majerus
Email: [REDACTED]

If to a Sponsor Principal, to the address set forth under such Sponsor Principal's name on such Sponsor Principal's signature page attached hereto

If to an Ordinary Shareholder, to the address set forth under such Ordinary Shareholder's name on such Ordinary Shareholder's signature page attached hereto

with a copy to (prior to the Closing) (which will not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street, Canary Wharf
London E14 5DS

United Kingdom
Attn: Scott V. Simpson; Lorenzo Corte
Email: [REDACTED]

If to the Purchaser, to:

Odyssey Acquisition S.A.
9, rue de Bitbourg
L-1273 Luxembourg
Luxembourg
Attn: The Board of Directors
Email: Info@odyssey-acquisition.com

with a copy to (prior to the Closing) (which will not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street, Canary Wharf
London E14 5DS
United Kingdom
Attn: Scott V. Simpson; Lorenzo Corte
Email: [REDACTED]

If to the Company, to:

BenevolentAI Limited
4-8 Maple Street
London, W1T 5HD
United Kingdom
Attn: General Counsel
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Latham & Watkins (London) LLP
99 Bishopsgate
London, EC2M 3XF
United Kingdom
Attn: Robbie McLaren; Sam Newhouse
Email: [REDACTED]

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

15. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by the Parties.

16. Waiver. No failure or delay by any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties hereto hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a Party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

17. Entire Agreement. This Agreement, the Business Combination Agreement and the other Ancillary Documents constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and

supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

18. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto in whole or in part (whether by operation of Law or otherwise) without the prior written consent of the other Parties, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

19. Fees and Expenses. Except as otherwise set forth in the Business Combination Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; provided, that, any such fees and expenses incurred by the Sponsor shall be deemed to be Purchaser Transaction Expenses.

20. No Ownership Interest. Nothing contained in this Agreement will be deemed to vest in the Company any direct or indirect ownership or incidents of ownership of or with respect to the Subject Equity Securities. All rights, ownership and economic benefits of and relating to the Subject Equity Securities shall remain vested in and belong to each Ordinary Shareholder or the Sponsor (as applicable), and the Company shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of any Purchaser Party or exercise any power or authority to direct any Ordinary Shareholder or the Sponsor in the voting of any of the Subject Equity Securities, except as otherwise expressly provided herein with respect to the Subject Equity Securities. Except as otherwise expressly provided in Clause 1, no Ordinary Shareholder nor the Sponsor shall be restricted from voting in favor of, against or abstaining with respect to or giving (or withholding) their respective written consent to any other matters presented to the shareholders of the Purchaser (or any successor thereto).

21. Non-Survival. The warranties, and each of the agreements and covenants (to the extent such agreement or covenants contemplates or requires performance at or prior to the Closing) in this Agreement shall terminate at the Closing, and each covenant and agreement contained herein that by its terms, expressly contemplates performance after the Closing shall so survive the Closing in accordance with its terms, in each case, subject to Clause 8; provided, however, notwithstanding the foregoing the Liability on the part of any Party for a willful and material breach of any covenant or agreement set forth in this Agreement prior to Closing or actual fraud shall not be affected.

22. Specific Performance. Each Party acknowledges that the rights of each Party to consummate the Transactions are unique, recognises and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Parties may have not adequate remedy at law, and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed by an applicable Party in accordance with their specific terms or were otherwise breached. Accordingly, each Party shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent or remedy any breach of this Agreement and to seek to enforce specifically the terms and provisions hereof, in each case, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such Party may be entitled under this Agreement, at law or in equity.

23. Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected in a manner materially adverse to any party hereto. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

24. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party need not sign the same counterpart. This

Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

25. Governing Law; Jurisdiction. This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Clause 25, “*Dispute*” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Agreement or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

26. Interpretation and Construction. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Clauses are to Clauses of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

[signature page follows]

SCHEDULE I

Shares held by the Sponsor and the Ordinary Shareholders in Odyssey Acquisition S.A. as of the date hereof

Shareholder	Number of Purchaser Sponsor Shares	Number of Purchaser Ordinary Shares
Odyssey Sponsor	6,590,250	0
Michael Zaoui	0	1,000,000
Fusione Ltd	0	1,000,000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Odyssey Sponsor, *société à responsabilité limitée*,)
acting by Zaoui & Co S.A., *société anonyme*, acting
by

[•], a Class A director and) _____

[•], a Class B director,) _____

who, in accordance with the laws of the Grand Duchy
of Luxembourg, are acting under the authority of
Odyssey Sponsor

)
in the presence of:

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Odyssey Acquisition S.A., acting by Michael Zaoui) _____
who, in accordance with the laws of the Grand Duchy
of Luxembourg, is acting under the authority of)
Odyssey Acquisition S.A.

in the presence of:)

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Michael Zaoui, in his capacity as a Sponsor) _____
Principal

Address) _____

in the presence of:)

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a Deed by)	
Yoël Zaoui , in his capacity as a Sponsor Principal)	_____
Address)	_____
in the presence of:)	
Witness's signature		_____
Name (print)		_____
Occupation		_____
Address		_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a Deed by)	
Jean Raby , in his capacity as a Sponsor Principal)	_____
Address)	_____
in the presence of:)	
Witness's signature		_____
Name (print)		_____
Occupation		_____
Address		_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Michel Combes, in his capacity as a Sponsor) _____
Principal

Address) _____

in the presence of:)

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Olivier Brandicourt, in his capacity as a Sponsor) _____
Principal

Address) _____

in the presence of:

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Michael Zaoui, in his capacity as an Ordinary) _____
Shareholder

Address) _____

in the presence of:)

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

Fusione Ltd, a private limited company, in its)
capacity as an Ordinary Shareholder, acting by Yoël
Zaoui as its Director

) _____

Address)

in the presence of:)

Witness's signature

Name (print)

Occupation

Address

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a DEED as of the date first written above.

Executed as a **Deed** by)

BenevolentAI Limited, acting by a director)

) _____

) _____

in the presence of:)

Witness's signature _____

Name (print) _____

Occupation _____

Address _____

EXHIBIT B

Form of Subscription Agreement

See attached.

FORM OF SUBSCRIPTION AGREEMENT

Odyssey Acquisition S.A.
9, Rue de Bitbourg
L-1273 Luxembourg, Luxembourg
RCS Luxembourg: B255412

Ladies and Gentlemen:

In connection with the proposed business combination (the “Transaction”) between Odyssey Acquisition S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 9, Rue de Bitbourg, L-1273 Luxembourg, Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B255412 (“Odyssey SPAC”), and BenevolentAI Limited, a private company limited by shares incorporated under the laws of England and Wales (“Benevolent”), pursuant to a business combination agreement to be entered into among Odyssey SPAC, Benevolent and the other parties thereto (as may be amended, supplemented or otherwise modified from time to time, the “Transaction Agreement”), Odyssey is seeking commitments from interested investors to subscribe for newly issued ordinary shares, par value EUR 0.001 per share of Odyssey SPAC (the “Shares”) in a private placement for a subscription price of EUR [10.00]¹ per share (the “Subscription”). The aggregate subscription price (as set forth on the signature page hereto) to be paid by the undersigned (the “Investor”) for the number of subscribed Shares (as set forth on the signature page hereto) is referred to herein as the “Subscription Amount”.

In connection therewith, and in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions precedent, set forth herein, and intending to be legally bound hereby, the Investor and Odyssey SPAC hereby acknowledge and agree as follows:

1. Subscription, Payment and Issue of Shares.

a. The Investor hereby irrevocably commits to subscribe and pay for (pursuant to the Subscription Form (as defined herein) set forth in Annex A), and Odyssey SPAC agrees to issue, allot and arrange for the delivery to the Investor by book entry to the securities account communicated by the Investor in accordance with Section 7, such number of Shares as is set forth on the signature page of this subscription agreement (the “Subscription Agreement”) on the terms provided for herein.

b. Odyssey SPAC has entered into separate subscription agreements (the “Other Subscription Agreements”) with certain other investors (each, an “Other Investor”), pursuant to which such investors have agreed to subscribe for Shares on the Closing Date (as defined herein). The obligations of the Investor and each Other Investor in connection with the Subscription are several and not joint, and the Investor shall not be responsible in any way for the performance of the obligations of any Other Investor in connection with the Subscription. Nothing contained herein or in any Other Subscription Agreement, and no action taken by the Investor or any Other Investor pursuant hereto or thereto, shall be deemed to constitute the Investor and any Other Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investor and Other Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby.

c. The Investor understands and agrees that Odyssey SPAC may, at its sole discretion, issue additional Shares to additional subscribers prior to the Closing Date (as defined herein) pursuant to a subscription agreement substantively in the same form as this Subscription Agreement and at the same subscription price.

¹ [NTD: Pricing TBD.]

2. Closing. On the basis of the representations, warranties and covenants contained herein and subject to the satisfaction or waiver of the conditions precedent set forth in Section 3 below, the closing of the Subscription contemplated hereby (the “Closing”) shall occur on the date of and substantially concurrently with, and conditioned upon, the closing of the Transaction (the “Closing Date”) and immediately prior to the Business Combination (as defined in the Transaction Agreement). Upon delivery of written notice from (or on behalf of) Odyssey SPAC to the Investor (the “Closing Notice”), that Odyssey SPAC reasonably expects all conditions precedent to the closing of the Transaction to be satisfied or waived on a date that is not less than ten (10) business days from the date on which the Closing Notice is delivered to the Investor and containing the wire instructions for payment of the Subscription Amount to Odyssey SPAC, the Investor shall wire to Odyssey SPAC, at least two (2) business days prior to the Closing Date specified in the Closing Notice (the “Scheduled Closing Date”), the Subscription Amount (without any deductions or fees applied) by wire transfer of Euros in immediately available funds to the account specified by Odyssey SPAC in the Closing Notice. On the Closing Date, Odyssey SPAC shall issue and arrange for the delivery of the Shares in book-entry form, free and clear of any liens or other restrictions (other than those arising under applicable securities laws), with the Shares being, upon issue, allocated and credited by book entry to the Investor’s securities account (or the security account of its nominee in accordance with the delivery instructions). In the event the Closing does not occur within two (2) business days of the Scheduled Closing Date, Odyssey SPAC shall promptly (but not later than one (1) business day thereafter) return the Subscription Amount to the Investor. For the avoidance of doubt, the return of any Subscription Amount in connection with a delay in the Closing Date, save for in the case of termination of this Subscription Agreement pursuant to Section 9 hereof, shall not relieve the Investor of its obligations to pay the Subscription Amount on the date set forth in a revised Closing Notice and to otherwise comply with the terms and conditions of this Subscription Agreement. For purposes of this Subscription Agreement, “business day” shall mean any day other than (a) any Saturday or Sunday and (b) any other day on which commercial banks located in Luxembourg, Amsterdam, the Netherlands and in London, United Kingdom are not generally open for the conduct of normal business.

3. Closing Conditions.

a. The obligation of the parties hereto to consummate the issuance and subscription of the Shares pursuant to this Subscription Agreement is subject to the satisfaction or written waiver by SPAC Odyssey and the Investor (if permitted by law) of the following conditions precedent:

(i) no Governmental Authority shall have issued, promulgated, enforced or entered any Law or Order (each as defined in the Transaction Agreement) that is then in effect and which has the effect of making the Subscription illegal or which otherwise prevents or prohibits the consummation of the Subscription;

(ii) all conditions precedent to the closing of the Transaction under the Transaction Agreement shall have been (I) satisfied (as determined by the parties to the Transaction Agreement), other than those conditions under the Transaction Agreement that, by their nature, are to be satisfied at the closing of the Transaction, including to the extent that any such condition is dependent upon the consummation of the issuance and subscription of the Shares pursuant to this Subscription Agreement, or (II) waived by the party who is the beneficiary of such condition(s) in the Transaction Agreement; and

(iii) the closing of the Transaction shall be scheduled to occur on the Closing Date (or such other date as the parties to the Transaction Agreement may agree in accordance therewith).

b. The obligation of Odyssey SPAC to consummate the issuance and sale of the Shares pursuant to this Subscription Agreement shall be subject to (i) the satisfaction or written waiver by Odyssey SPAC of the condition that all representations and warranties of the Investor contained in

this Subscription Agreement are true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined herein), which representations and warranties shall be true in all respects) at and as of the Closing Date (unless they specifically speak as of an earlier date, in which case they shall be so true and correct as of such specific date), (ii) a duly completed and executed subscription form, in the form of Schedule A hereto (the “Subscription Form”), for the Shares has been provided by the Investor to Odyssey SPAC, (iii) receipt of the Subscription Amount by Odyssey SPAC no later than two (2) business days prior to the Closing Date specified in the Closing Notice in accordance with the provisions of Section 2, and (iv) the Investor having performed and complied in all material respects with all other covenants and agreements required by this Subscription Agreement to be performed or complied with by it at or prior to the Closing Date. The consummation of the Closing shall constitute a reaffirmation by the Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Subscription Agreement as of the Closing Date (except for representations and warranties made as of a specific date).

c. The obligation of the Investor to consummate the subscription of the Shares pursuant to this Subscription Agreement shall be subject to (i) the satisfaction or written waiver by the Investor of the condition that all representations and warranties of Odyssey SPAC contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect (as defined herein), which representations and warranties shall be true in all respects) at and as of the Closing Date, and (ii) Odyssey SPAC having performed and complied in all material respects with all covenants and agreements required by this Subscription Agreement to be performed or complied with by it at or prior to the Closing Date. The consummation of the Closing shall constitute a reaffirmation by Odyssey SPAC of each of the representations and warranties of Odyssey SPAC contained in this Subscription Agreement as of the Closing Date.

4. Further Assurances. At or prior to the Closing, the parties hereto shall execute such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the subscription as contemplated by this Subscription Agreement.

5. Odyssey SPAC Representations and Warranties. Odyssey SPAC represents and warrants to the Investor that:

a. Odyssey SPAC has been duly formed as a public limited liability company (*société anonyme*) and is validly existing under the laws of the Grand Duchy of Luxembourg, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into and perform its obligations under this Subscription Agreement.

b. As of the Closing Date, the Shares will be duly authorized and, when issued to the Investor against full payment therefor in accordance with the terms of this Subscription Agreement, the Shares will be validly issued, fully paid, free and clear of all liens or other encumbrances (other than those under applicable securities laws) and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under Odyssey SPAC’s articles of association and, to the extent relevant, any of its other organizational documents (each as amended from time to time) or under the laws of the Grand Duchy of Luxembourg or otherwise.

c. This Subscription Agreement has been duly authorized and executed by Odyssey SPAC and, assuming that this Subscription Agreement constitutes the valid and binding agreement of the Investor, this Subscription Agreement constitutes a legal, valid and binding obligation of Odyssey SPAC and is enforceable against Odyssey SPAC in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) principles of equity, whether considered at law or equity.

d. The issuance and sale of the Shares and the compliance by Odyssey SPAC with all of the provisions of this Subscription Agreement and the consummation of the transactions

contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Odyssey SPAC or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Odyssey SPAC or any of its subsidiaries is a party or by which Odyssey SPAC or any of its subsidiaries is bound or to which any of the property or assets of Odyssey SPAC is subject that would reasonably be expected to have a material adverse effect on the ability of Odyssey SPAC to enter into and timely perform its obligations under this Subscription Agreement (a “Material Adverse Effect”), (ii) result in any violation of the provisions of the organizational documents of Odyssey SPAC or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Odyssey SPAC, its subsidiaries, or any of their properties that would reasonably be expected to have a Material Adverse Effect.

e. The Other Subscription Agreements do not include terms or conditions that are materially more advantageous to any Other Investor compared to the terms and conditions of this Subscription Agreement with respect to the Subscriber (other than terms particular to the regulatory requirements of any such Other Investor or its affiliates or related funds that are mutual funds or are otherwise subject to regulations related to the timing of funding and the issuance of the related Shares). Without limitation to the generality of the foregoing, this Subscription Agreement reflects the same subscription price of EUR [10.00] per Share as is provided for in each Other Subscription Agreement.

f. Assuming the accuracy of the Investor's representations and warranties set forth in Section 6 hereof, Odyssey SPAC is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with (collectively, “Consents”), any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution and performance by Odyssey SPAC of this Subscription Agreement (including, without limitation, the issuance of the Shares), other than (i) filings with the CSSF (as defined herein), (ii) filings required by applicable securities laws or antitrust laws, (iii) filings required by the regulated market operated by Euronext Amsterdam N.V. (the “Stock Exchange”), (iv) filings required by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*) (the “AFM”) and (v) such Consents the failure of which to obtain, give or make would not have, individually or in the aggregate, a Material Adverse Effect.

g. Odyssey SPAC is (i) (A) a “foreign issuer” (as defined in Rule 902(e) of Regulation S under the Securities Act of 1933, as amended (the “Securities Act”)) and (B) there is no “substantial U.S. market interest” (as defined in Rule 902(j)(1) of Regulation S under the Securities Act) with respect to the Shares, and (ii) neither Odyssey SPAC, nor, so far as Odyssey SPAC is aware, any of its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any “directed selling efforts” (as defined in Rule 902(c) of Regulation S under the Securities Act) in the United States with respect to the Shares.

6. Investor Representations and Warranties. The Investor represents and warrants to Odyssey SPAC that:

a. The Investor was, at the time the buy order was originated, outside the United States; or, if the Investor is inside the United States, the Investor (i) is a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act) or (ii) an institutional “accredited investor” (within the meaning of Rule 501(a) under the Securities Act), in each case satisfying the applicable requirements set forth in Schedule B. The Investor is acquiring the Shares only for his, her or its own account and not for the account of others and is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information in Schedule B). The Investor is not an entity formed for the specific purpose of acquiring the Shares.

b. If the Investor is located in the European Economic Area, with respect to any Shares offered to or purchased by it, (i) it is not: (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (b) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and (ii) it is a qualified investor within the meaning of Regulation (EU) 2017/1129 (as amended, the “Prospectus Regulation”).

c. If the Investor is located in the United Kingdom, with respect to any Shares offered to or purchased by it, (i) it is not: (a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”); or (b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and (ii) it is a qualified investor within the meaning of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “UK Prospectus Regulation”); and (iii) it is a person: (a) who is an investment professional within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”); or (b) to whom Article 49(2)(a) to (e) of the Order applies; and (iv) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving the United Kingdom.

d. Neither the Investor nor anyone acting on its behalf has taken, or will take, any action that would constitute or permit a public offering of any of the Shares, or possession or distribution of any offering material relating to the Shares, in any jurisdiction where action (including, without limitation, publication of a prospectus pursuant to article 3 of the Prospectus Regulation or article 3 of the UK Prospectus Regulation in respect of the issuance or sale of the Shares) for that purpose is required, nor will they do anything that would require Odyssey SPAC or any of the Placement Agents (as defined below) to take any such action, with respect to the issuance, offering and sale of the Shares.

e. The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of any securities laws, including the Securities Act, and that the Shares have not been registered under the Securities Act and that Odyssey SPAC is not required to register the Shares. The Investor acknowledges and agrees that the Shares may not be resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act except (i) to Odyssey SPAC or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates or book-entry positions representing the Shares shall contain a restrictive legend to such effect in accordance with any applicable securities laws and stock exchange requirements (including any required admission to trading); as a result the Investor may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. The Investor acknowledges that the Shares will not immediately be eligible for resale pursuant to Rule 144 promulgated under the Securities Act. The Investor understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares.

f. The Investor acknowledges and agrees that the Investor has received such information as the Investor deems necessary in order to make an independent investment decision with respect to the Shares, including, with respect to Odyssey SPAC, the Transaction and the business of Benevolent. Without limiting the generality of the foregoing, the Investor acknowledges that he, she or it has reviewed Odyssey SPAC’s filings with the *Commission de Surveillance du Secteur Financier* (the “CSSF”) and the AFM and Odyssey SPAC’s publications on the official appointed mechanism for the

central storage of regulated information in Luxembourg as well as on Odyssey SPAC's website. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the full opportunity to ask such questions to Benevolent and Odyssey SPAC, receive such answers and obtain such information as the Investor and such Investor's professional advisor(s), if any, have deemed necessary and sufficient to make an investment decision with respect to the Shares (including with regard to the risks as well as to projections, assumptions and estimates which, as the Investor represents and agrees, were explained to him by Benevolent and/or Odyssey SPAC). The Investor further acknowledges that the information provided to the Investor, in particular on the Transaction, is preliminary and subject to change, and that any changes to such information, including, without limitation, any changes based on updated information or changes in the terms of the Transaction, shall in no way affect the Investor's obligation to subscribe for the Shares hereunder. The Investor acknowledges that any information received by it speaks as at the date of its delivery (unless an earlier date is otherwise indicated in such information) and in furnishing the information on behalf of Odyssey SPAC, no obligation is undertaken by any person nor is any representation or undertaking given by any person to provide the Investor with additional information or to update, revise or reaffirm any information received by it or to correct any inaccuracies therein which may become apparent.

g. The Investor became aware of this offering of the Shares through one or more of the Placement Agents acting on behalf of Odyssey SPAC and solely in order to facilitate the direct contact between the Investor and Odyssey SPAC or Benevolent, and the Shares were offered to the Investor solely by direct contact between the Investor and Odyssey SPAC or Benevolent or a representative of Odyssey SPAC or Benevolent. The Investor did not become aware of this offering of the Shares, nor was the Investor provided with any recommendation, service or investment advice with respect to the Transaction, including, but not limited to, the offer and issuance of Shares, nor were the Shares offered to the Investor, by any other means, including, but not limited to, J.P. Morgan AG ("J.P. Morgan") and Goldman Sachs International ("Goldman Sachs") or their respective affiliates or any of its or their control persons, personally liable partners, officers, directors, employees or representatives (the "Placement Agents"). The Investor acknowledges that the Shares (i) were not offered pursuant to any "directed selling efforts" (as defined in Rule 902(c) of Regulation S under the Securities Act) or by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, any securities laws, the Securities Act, or any state securities laws. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by or on behalf of any person, firm or corporation (including, without limitation, Odyssey SPAC, Benevolent and the Placement Agents), expressly or by implication, other than the representations and warranties of Odyssey SPAC contained in Section 5 of this Subscription Agreement, in making its investment or decision to invest in Odyssey SPAC.

h. The Investor acknowledges that certain information provided to the Investor by Odyssey SPAC, Benevolent or (if any) on behalf of Odyssey SPAC and/or Benevolent by the Placement Agents was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections.

i. The Investor acknowledges that it is aware that there are substantial risks incident to the subscription and ownership of the Shares, including those set forth in Odyssey SPAC's filings with the CSSF and the AFM. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and the Investor has sought such accounting, legal, tax and other advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that the Investor shall be exclusively responsible for any of the Investor's tax liabilities or associated tax costs that may arise as a result of the transactions contemplated by this Subscription Agreement, and that neither Odyssey SPAC nor Benevolent has provided any tax advice or any other representation or guarantee regarding the tax consequences of the transactions contemplated by this Subscription Agreement.

j. Alone, or together with any professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor and that the Investor is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Investor's investment in Odyssey SPAC. The Investor acknowledges specifically that a possibility of total loss exists and the Investor will not seek any compensation or indemnification or any recourse. The Investor is able to sustain a complete loss on its investment in the Shares, it has no need for liquidity with respect to its investment in the Shares and it has no reason to anticipate any change in circumstances, financial or otherwise, which may cause or require any sale or distribution of all or any part of the Shares.

k. In making its decision to subscribe for the Shares, the Investor has relied solely upon independent investigation made by the Investor. Without limiting the generality of the foregoing, the Investor has not relied on any statements or other information provided by Odyssey SPAC, Benevolent, any of their respective affiliates, officers, directors, employees or on behalf of them by the Placement Agents, or any of their respective affiliates, control persons, personally liable partners, officers, directors, employees or representatives, concerning Odyssey SPAC, Benevolent, the Transaction, the Transaction Agreement, this Subscription Agreement or the transactions contemplated hereby or thereby, the Shares or the offer and sale of the Shares save as expressly set out herein.

l. The Investor acknowledges and agrees that no governmental, federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

m. If the Investor is not a natural person, the Investor has been duly formed or incorporated and is validly existing and is in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into and perform its obligations under this Subscription Agreement.

n. The execution and performance by the Investor of this Subscription Agreement are within the powers of the Investor, and, if the Investor is not a natural person, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Investor is a party or by which the Investor is bound, and, if the Investor is not a natural person, will not violate any provisions of the Investor's charter documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable.

o. This Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or (ii) principles of equity, whether considered at law or equity.

p. The Investor is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or in any Executive Order issued by the President of the United States and administered by OFAC ("OFAC List"), or a person or entity prohibited by any OFAC sanctions program or any EU or other international sanctions list, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "Prohibited Investor"). The Investor agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that the Investor is permitted to do so under applicable law. If the Investor is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), the Investor maintains policies and procedures reasonably designed to comply

with applicable obligations under the BSA/PATRIOT Act. To the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. To the extent required by applicable law, the Investor maintains policies and procedures reasonably designed to ensure that the funds held by the Investor and used to subscribe for the Shares were legally derived.

q. The Investor is not currently (and at all times through Closing will refrain from being or becoming) a “person acting in concert” (within the meaning of Luxembourg law), including any persons acting in concert for the purpose of acquiring, holding or disposing of equity securities of Odyssey SPAC (within the meaning of Luxembourg law).

r. The Investor (i) is a sophisticated investor, experienced in private investments in public equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and (ii) has exercised independent judgment in evaluating its participation in the subscription of the Shares.

s. The Investor acknowledges that the Placement Agents and their respective affiliates and any of their control persons, personally liable partners, officers, directors, employees or representatives (i) are acting as Odyssey SPAC’s placement agents (X) whose duties and obligations are strictly limited to support Odyssey SPAC in connection with the issuance of the Shares as agents for Odyssey SPAC, that is, to facilitate the interaction between Odyssey SPAC and certain of its shareholders or other potential investors in the Shares and (Y) are not and will not act as underwriter, commissionary intermediary, investment advisor or investment broker in connection with the issuance of the Shares and are not and shall not be construed as a fiduciary for or financial advisor to the Investor, (ii) have not made and do not make any representation, express or implied as to Odyssey SPAC, Benevolent, Benevolent’s credit quality, the Shares (including their value), the Investor’s subscription of the Shares or otherwise as to the suitability of the Transaction, (iii) shall not be under any obligation (and the Investor would not expect them) to provide any information with respect to Odyssey SPAC and/or Benevolent, (iv) will have no responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the Transaction or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) of any thereof, or (B) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning Odyssey SPAC, Benevolent or the Transaction, (v) may have existing or future business relationships with Odyssey SPAC, Benevolent (including, but not limited to, lending, depository, risk management, advisory and banking relationships) and will pursue actions and take steps that they deem necessary or appropriate to protect their interests arising therefrom without regard to the consequences for a holder of Shares, and that certain of these actions may have material and adverse consequences for a holder of Shares, and (vi) save in the case of fraud or fraudulent misrepresentation, shall have no liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by the Investor, Odyssey SPAC, Benevolent or any other person or entity), whether in contract or otherwise, to the Investor, or to any person claiming through the Investor, in respect of the Transaction.

t. The Investor understands and acknowledges that J.P. Morgan and Goldman Sachs are acting solely as Placement Agents to Odyssey SPAC, and in addition, Goldman Sachs is also acting as M&A advisor vis-à-vis Benevolent in connection with the Transaction. The Placement Agents may receive fees for their placement agent services and Goldman Sachs may also receive fees for its financial advisory services.

u. The Investor understands and acknowledges that: (i) no disclosure or offering document has been prepared by Odyssey SPAC, Benevolent, the Placement Agents, the Listing Agent or any of their respective affiliates in connection with the offer and issuance of the Shares; and (ii) a listing prospectus for the Shares will only be published after the date of this Subscription Agreement, following its approval by the CSSF in Luxembourg and its notification to the AFM. A shareholder

circular to seek shareholder approval for the Transaction will also be published by Odyssey SPAC after the date of this Subscription Agreement.

v. In connection with the Transaction and the issuance of the Shares, the Placement Agents have not prepared, inspected or endorsed (i) any press releases or ad-hoc releases of Odyssey SPAC or Benevolent, (ii) any investor presentations of Benevolent or Odyssey SPAC, (iii) any documents contained in the virtual data room, (iv) any listing prospectuses, (v) any documents prepared in connection with Odyssey SPAC's shareholder meeting or (vi) any further documents or statements in connection thereto (the foregoing (i) to (vi) together, the "Transaction Information").

w. The Placement Agents have made no independent investigation with respect to Odyssey SPAC, Benevolent or the Shares or the accuracy, completeness or adequacy of the Transaction Information supplied to the Investor by Odyssey SPAC or Benevolent in connection with the Transaction.

x. In connection with the Transaction, including, but not limited to, the issuance and subscription of the Shares, the Placement Agents have not acted as the Investor's financial advisor or fiduciary. The Investor has consulted its own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The Placement Agents are acting as agents for Odyssey SPAC and have not provided any recommendation, service or investment advice nor solicited any action from the Investor with respect to the Transaction, including, but not limited to, the offer, subscription and issuance of the Shares.

y. The Investor has or has commitments to have, and when required to deliver payment to Odyssey SPAC pursuant to Section 2 will have, sufficient funds to pay the Subscription Amount and consummate the issuance and subscription of the Shares pursuant to this Subscription Agreement.

z. If the Investor has received any inside information (as defined under Market Abuse Regulation (EU) No.596/2014 ("EU MAR")) about Odyssey SPAC in advance of the Transaction, it has not: (i) dealt in the securities of Odyssey SPAC; (ii) encouraged or required another person to deal in the securities of Odyssey SPAC; or (iii) disclosed such information to any person except as permitted by EU MAR prior to the information being made publicly available; in order for Odyssey SPAC to be able to comply with the amended Luxembourg law of 24 July 2015 implementing the Foreign Account Tax Compliance Act (the "FATCA Law") and the amended Luxembourg law of 18 December 2015 implementing the common reporting standard (the "CRS Law"), the Investor will complete, sign and date the FATCA / CRS Self-Certification attached hereto as Schedule C and provide Odyssey SPAC together with the Subscription Agreement any other documentation required to enable Odyssey SPAC to comply with its due diligence and reporting obligations under the FATCA Law and the CRS Law. The Investor certifies that the information contained in Schedule C as well as in any other documentation provided to Odyssey SPAC is correct and further undertakes to inform Odyssey SPAC within thirty (30) days and provide the latter with all supporting documentary evidence of any changes related to the FATCA/CRS information after occurrence of such changes. The Investor undertakes to inform its Controlling Person(s), as defined under the FATCA Law and the CRS Law, if applicable, of the processing of their personal data by Odyssey SPAC in accordance with the FATCA Law and the CRS Law. The Investor acknowledges that a failure to deliver, upon request, any documents or relevant information to Odyssey SPAC, may result in it being charged with any taxes, penalties, fines or any other charges imposed on Odyssey SPAC and attributable to such failure to provide the relevant documentation or information, and Odyssey SPAC may, in its sole discretion, redeem Odyssey SPAC Shares of such Investor in connection therewith. The Investor further acknowledges and irrevocably authorizes Odyssey SPAC, to the extent required by law, to disclose and transmit the required information to the Luxembourg tax authorities who, under their own responsibility may in turn pass on the reported information to the U.S. Internal Revenue Service for purposes of compliance with the FATCA Law and to any other governmental body which collects information for purposes of compliance with the CRS Law.

7. Issuance, Recording and Delivery. In order to allow Odyssey SPAC to issue and deliver the Shares, the Investor shall provide the details of its (or its nominee's) securities account to the Placement Agents in a form which will allow the Transfer and Centralizing Agent of Odyssey SPAC, ABN AMRO Bank N.V. ("ABN"), to deliver the Shares on the Closing Date by book entry and effect payment of the Subscription Amount as described in Section 3b. Odyssey SPAC will take the required resolutions and any ancillary steps in order to (i) issue and deliver the Shares from its available authorized capital and (ii) instruct ABN to cause delivery to be made through the book-entry system operated by *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("Euroclear Nederland").

8. Listing. Odyssey SPAC shall use its commercially reasonable efforts to have the Shares authorized for listing on the Stock Exchange within forty-five (45) calendar days following the Closing Date.

9. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof (save for any obligations of Odyssey SPAC in respect of the return of any monies paid by the Investor in connection herewith), upon the earlier to occur of (a) such date and time as the Transaction Agreement is terminated in accordance with its terms without the Transaction being consummated, (b) upon the mutual written agreement of each of the parties hereto and Benevolent to terminate this Subscription Agreement, (c) on or after the date that is 270 days after the date hereof if the Closing has not occurred by such date, or (d) if any of the conditions to Closing set forth in Section 3 of this Subscription Agreement are not satisfied or waived, and are not capable of being satisfied, on or prior to the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement will not be and are not consummated at the Closing (the termination events described in clauses (a)-(d) above, collectively, the "Termination Events"); provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such breach. Odyssey SPAC shall notify the Investor of the termination of the Transaction Agreement promptly after the termination of such agreement. Upon the occurrence of any Termination Event, this Subscription Agreement shall be void and of no further force or effect and any monies paid by the Investor to Odyssey SPAC in connection herewith shall promptly (and in any event within one (1) business day) following the Termination Event be returned to the Investor.

10. Waiver of Claims against the Placement Agents. On behalf of the Investor and its affiliates, the Investor hereby releases the Placement Agents, except in the case of fraud or fraudulent misrepresentation, in respect of any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements related to the Transaction, including, but not limited to, this Subscription Agreement and the Transaction Information. The Investor expressly and irrevocably waives by way of precaution any and all present and future rights or claims, whether arising out of statutory law, common law, equity, or otherwise, against the Placement Agents, their affiliates and any of their personally liable partners, directors, officers, employees or agents in connection with the Placement Agents acting as placement agents in connection with the Transaction. The Investor agrees not to commence any litigation or bring any claim against the Placement Agents in any court or any other forum which relates to, may arise out of, or is in connection with, the Transaction, including, but not limited to, this Subscription Agreement and the Transaction Information. This undertaking is given freely and after obtaining independent legal advice.

11. Escrow Account Waiver. The Investor acknowledges that, as described in Odyssey SPAC's prospectus relating to its initial offering and admission to trading of class A ordinary shares and warrants to purchase class A ordinary shares of Odyssey SPAC dated July 1, 2021 (the "Prospectus") available at <https://odyssey-acquisition.com/investor-relations/>, substantially all of Odyssey SPAC's assets consist of the cash proceeds of Odyssey SPAC's initial public offering and private placement of its securities, and Odyssey SPAC contributed substantially all of those proceeds to its wholly-owned subsidiary, Odyssey Acquisition Subsidiary B.V. (the "Dutch Subsidiary"), which

in turn deposited the proceeds in an escrow account (the “Escrow Account”) for the benefit of the Dutch Subsidiary, Odyssey SPAC, its public shareholders and the joint global coordinators (GSI and J.P. Morgan AG) of Odyssey SPAC’s initial listing and private placement. The cash in the Escrow Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of Odyssey SPAC entering into this Subscription Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Investor hereby irrevocably waives any and all right, title and interest, or any claim of any kind it has or may have in the future, in or to any monies held by the Dutch Subsidiary in the Escrow Account, and agrees not to seek recourse against the Escrow Account at any time for any reason whatsoever; provided however, that nothing in this Section 11 shall be deemed to limit the Investor’s right to monies held in the Escrow Account in accordance with Odyssey SPAC’s articles of incorporation in respect of public shares of Odyssey SPAC acquired by any means other than pursuant to this Subscription Agreement. This Section 11 shall survive any termination of this Subscription Agreement.

12. Miscellaneous.

a. The Investor hereby acknowledges that it shall be solely responsible for all transfer, stamp, issue, registration, documentary or other similar taxes, duties, fees or charges arising in any jurisdiction in connection with the transactions contemplated in this Subscription Agreement as well as the execution of this Subscription Agreement.

b. The Investor hereby acknowledges that Odyssey SPAC may, if required by law, withhold or make a deduction of, or in respect of, Tax on any payments made under or in respect of the Shares (including in respect of any redemption of the Shares). If any such withholding or deduction of tax is required by law, Odyssey SPAC will not be obliged to gross-up or top-up the payment such that the amount received by the Investor is equal to the amount the Investor would have received without any such withholding or deduction.

c. Neither this Subscription Agreement nor any rights that may accrue to the Investor hereunder (other than the Shares acquired hereunder, if any) may be transferred or assigned. Notwithstanding the foregoing, Investor may assign its rights and obligations under this Subscription Agreement to one or more of its affiliates (including other investment funds or accounts managed or advised by the investment manager who acts on behalf of Investor) or, with Odyssey SPAC’s prior written consent, to another person, provided that no such assignment shall relieve Investor of its obligations hereunder if any such assignee fails to perform such obligations.

d. Odyssey SPAC may request from the Investor such additional information as Odyssey SPAC may deem necessary to evaluate the eligibility of the Investor to acquire the Shares, and the Investor shall provide such information as may reasonably be requested. The Investor acknowledges that Odyssey SPAC may be requested to file a copy of this Subscription Agreement with the CSSF or, on their request, with the Stock Exchange.

e. All of the agreements, representations and warranties made by each party hereto in this Subscription Agreement shall survive the Closing.

f. The Investor acknowledges that Odyssey SPAC, Benevolent, the Placement Agents and others will, and Odyssey SPAC acknowledges that the Investor will, rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, the Investor agrees to promptly notify Odyssey SPAC and the Placement Agents if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 6 above are no longer accurate in any material respect (other than those acknowledgments, understandings, agreements, representations and warranties qualified by materiality, in which case the Investor shall notify Odyssey SPAC and the Placement Agents if they are no longer accurate in any respect). Odyssey SPAC agrees to promptly notify the Investor if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 5 above are no longer accurate in any material respect. The Investor agrees that each subscription by the

Investor of Shares from Odyssey SPAC will constitute a reaffirmation of the acknowledgments, understandings, agreements, representations and warranties herein (as modified by any such notice) by the Investor as of the time of such subscription.

g. Odyssey SPAC, Benevolent and the Placement Agents are each entitled to rely upon this Subscription Agreement and the representations, warranties and undertakings contained herein, and each is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

h. This Subscription Agreement may not be modified, amended, terminated (other than pursuant to Section 9) or waived except by an instrument in writing, signed by the Investor, Odyssey SPAC and Benevolent (and with respect to such sections which are for the benefit of the Placement Agents, which for the avoidance of doubt include, without limitation, Sections 6, 7, 9, 10, 12(f), 12(g), 12(p) and 13, additionally with the written consent of the Placement Agents). No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

i. This Subscription Agreement (including the annex and schedules hereto) constitutes the entire agreement among the parties hereto, and excludes and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and excludes any terms implied by law which may be excluded by contract. Except as set forth in Section 12.e, Section 12.g, Section 12.h, Section 12.g, Section 12.m and Section 13, in each case, with respect to the respective persons referenced therein who shall benefit and have the right to enforce such respective provisions under the Contracts (Rights of Third Parties) Act 1999 (the “Third Parties Act”), a person who is not a party to this Subscription Agreement has no right under the Third Parties Act to enforce any term of this Subscription Agreement except and to the extent that this Subscription Agreement expressly provides for such Third Parties Act to apply to any of its terms, nor shall the consent of any such third party be required for the amendment or termination of this Subscription Agreement (even where this Subscription Agreement expressly provides for the Third Parties Act to apply).

j. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

k. If any provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

l. This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic mail or in .pdf) and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be construed together and shall constitute one and the same agreement.

m. The parties hereto acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek equitable relief and remedies (including, without limitation, an injunction or injunctions,

or specific performance), without the requirement to post any bond or other security or to prove that money damages would be inadequate, to prevent breaches of this Subscription Agreement and/or to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise.

n. This Subscription Agreement, the rights and obligations of the parties hereto and any claims or disputes relating thereto shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Section 12.n, “Dispute” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Subscription Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Subscription Agreement or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this Subscription Agreement.

o. The parties to this Subscription Agreement shall each pay all of their own expenses in connection with this Subscription Agreement and the transactions contemplated herein, unless otherwise provided herein.

p. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, to such address(es) or email address(es) set forth below, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent if sent by email to the email address(es) below or to such other email address or email addresses as such person may hereafter designate by notice given hereunder, or (iii) three (3) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

i. if to the Investor, to such address or addresses set forth on the signature page hereto;

ii. if to Odyssey SPAC, to:

Odyssey Acquisition S.A.
9, Rue de Bitbourg
L-1273 Luxembourg, Luxembourg
RCS Luxembourg: B255412
Attention: Yoel Zaoui; Jean Raby
Email: info@odyssey-acquisition.com

with a required copy (which copy shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London
E14 5DS
Attention: Scott V. Simpson; Lorenzo Corte; John Adebiyi; Riley Graebner
Email: [REDACTED]
[REDACTED]

iii. if to the Placement Agents, to:

J.P. Morgan AG
Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany
Attention: ECM - EMEA Syndicate Desk
Email: [REDACTED]

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London
EC4A 4AU
Attention: ECM Syndicate Desk
Email: [REDACTED]

with a required copy (which copy shall not constitute notice) to:

Linklaters LLP
One Silk St
London
EC2Y 8HQ
Attention: Jason Manketo; Scott James
Email: [REDACTED]

q. The Investor shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

r. Other than the Placement Agents (which have been engaged by Odyssey SPAC in connection with the transactions contemplated by this Subscription Agreement), each of Odyssey SPAC and the Investor represents and warrants to the other party hereto that no broker, finder or other financial consultant has acted on its behalf in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on any other party hereto. Each of Odyssey SPAC and the Investor agrees to indemnify and hold the other party hereto harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

13. Non-Reliance and Exculpation. The Investor acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Placement Agents, Odyssey SPAC, Benevolent, any of their respective affiliates, control persons, personally liable partners, officers, directors and employees), other than the statements, representations and warranties of Odyssey SPAC expressly contained in Section 2 and Section 5 of this Subscription Agreement, in making its investment or decision to invest in Odyssey SPAC. The Investor agrees that save in the case of fraud or fraudulent misrepresentation, none of (i) any Other Investor (including the respective controlling persons, officers, directors, partners, agents, or employees of any Other Investors), (ii) the Placement Agents, Odyssey SPAC, Benevolent, their respective affiliates, control persons, officers, directors or employees, or (iii) any other party to the Transaction Agreement, including any of such party's representatives, affiliates or any of its or their control persons, personally liable partners, officers, directors or employees, that is not a party hereto shall be liable to the Investor, or to any Other Investor, pursuant to this Subscription Agreement or any Other Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the subscription of the Shares or with respect to any claim (whether in contract or otherwise) for breach of this Subscription Agreement or any other subscription agreement related to the private placement of the Shares or in respect of any written or oral representations made or alleged to be made in connection herewith, as expressly provided herein, or for any actual or alleged inaccuracies, misstatements or omissions with respect to any information or materials of any kind

(including the Transaction Information) furnished by Odyssey SPAC, Benevolent, the Placement Agents, any of their respective affiliates, control persons, personally liable partners, officers, directors or employees or any Non-Party Affiliate concerning Odyssey SPAC or Benevolent, any of their controlled affiliates, this Subscription Agreement or the transactions contemplated hereby.

14. Public Information. The Investor hereby consents (subject to any limitations set forth herein) to the publication and disclosure of its entry into this Subscription Agreement and its subscription to Shares (i) in any press release issued by Odyssey SPAC or Benevolent, subject to the Investor's express written approval, which shall not be unreasonable withheld by the Investor (for the avoidance of doubt, the Investor's approval will not be required for the publication or disclosure of any materials whereby the publication and/or disclosure of such materials is required pursuant to applicable securities laws, the Stock Exchange or any other securities authorities, which includes, but is not limited to, the publication and/or disclosure of the materials described under items (ii), (iii), (iv) and (v) of this Section 14), provided that the thresholds for mandatory voting rights notifications are/will be crossed by the Investor in connection with this Subscription Agreement, and such Investor has notified Odyssey SPAC and the CSSF of the crossing of such threshold, and/or (ii) in any prospectus filed by Odyssey SPAC with the CSSF (and notified to the AFM) in connection with the execution of the Transaction Agreement and circular and convening notice to the general meeting of Odyssey SPAC related thereto, and/or (iii) in any other documents or communications provided by Odyssey SPAC or Benevolent to any governmental authority or to security holders of Odyssey SPAC or Benevolent and/or (iv) in each case as and to the extent such publication and/or disclosure is required by applicable securities laws, including EU MAR or the CSSF, the AFM, the Stock Exchange or any other securities authorities (either directly by means of any the aforementioned information media or indirectly via other channels (such as, for example, information provided via voting rights notifications)) or as and to the extent the information required for such publication or disclosure is available in the public domain, of the Investor's identity and beneficial ownership of Shares and the nature of the Investor's commitments, arrangements and understandings under and relating to this Subscription Agreement and, if deemed appropriate by Odyssey SPAC or Benevolent, a copy of this Subscription Agreement. To the extent the Investor's name is disclosed in any of the foregoing, the Investor will be provided with a reasonable opportunity to review such materials prior to publication. The Investor will promptly provide any information reasonably requested by Odyssey SPAC or Benevolent for any regulatory application or filing made or approval sought in connection with the Transaction (including filings with the CSSF, the AFM and the Stock Exchange).

15. Agent for Service of Process in England. Odyssey SPAC has appointed Law Debenture Corporate Services Limited 8th Floor, 100 Bishopsgate, London, EC2N 4AG, (the "Odyssey Process Agent") as its authorized agent upon whom process may be served in England in any such legal suit, action or proceeding. The Investor has appointed the person set out in the Investor's signature page below as its authorized agent upon whom process may be served in England in any such legal suit, action or proceeding (the "Investor Process Agent", and together with the Odyssey Process Agent, each a "Process Agent"). Such appointments shall be irrevocable. Each Process Agent has, respectively, agreed to act as said agent for service of process for Odyssey SPAC or the Investor (as the case may be) and each of Odyssey SPAC and the Investor agrees to take any and all action including the filing of any and all documents and instruments that may be necessary to continue the appointment of their respective Process Agent in full force and effect as aforesaid. Each of Odyssey SPAC and the Investor further agrees that service of process upon its respective Process Agent and written notice of said service to Odyssey SPAC and/or the Investor (as the case may be) shall be deemed in every respect effective service of process upon Odyssey SPAC or the Investor (as the case may be) in any such legal suit, action or proceeding. Nothing herein shall affect the right of any party thereto to serve process in any other manner permitted by applicable law. If a Process Agent ceases to be able to act in such capacity or to have an address in England, Odyssey SPAC or the Investor (as the case may be) shall appoint a new process agent acceptable to the other party and deliver to such other party, within 14 days of such appointment, a copy of a written acceptance of appointment by such new process agent, which shall be the applicable party's Process Agent for purposes of this Section 15.

[SIGNATURE PAGES FOLLOW]

Confidential

IN WITNESS WHEREOF, the Investor has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

Name of Investor:

State/Country of Formation or Domicile:

By: _____

Name: _____

Title: _____

Name in which Shares are to be registered
(if different):

Date: _____, 2021

Investor's EIN:

Business Address-Street:

Mailing Address-Street (if different):

City, State, Zip:

City, State, Zip:

Attn: _____

Attn: _____

Telephone No.:

Telephone No.:

Facsimile No.:

Facsimile No.:

Number of Shares subscribed for:

Aggregate Subscription Amount:
EUR

Price Per Share:
EUR [10.00]

English Process Agent of Investor:

Name:

Address:

Email:

You must pay the Subscription Amount by wire transfer of Euros in immediately available funds to the account specified by Odyssey Acquisition S.A. in the Closing Notice.

IN WITNESS WHEREOF, Odyssey Acquisition S.A. has accepted this Subscription Agreement as of the date set forth below.

Odyssey Acquisition S.A.

By: _____

Name:

Title:

By: _____

Name:

Title:

Date: _____, 2021

ANNEX A

SUBSCRIPTION FORM

The undersigned,

Name: _____

Address: _____

Country: _____

(the “**Subscriber**”), hereby subscribes to _____ ordinary shares, par value EUR 0.001 (the “**Shares**”), to be issued by **Odyssey Acquisition S.A.**, as a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 9, Rue de Bitbourg, L-1273 Luxembourg, Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B255412.

The Subscription Amount is EUR_____ of which EUR_____ will be allocated to share capital of Odyssey Acquisition S.A. and EUR_____ to the share premium.

This Subscription Form will remain in force for the issuance of the Shares to be effected within twenty (20) calendar days as from (and excluding) the date of signature of the present form.

This Share Subscription Form shall be governed by and construed in accordance with the laws of England and any disputes arising under this Share Subscription Form shall be exclusively settled by the courts of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Subscription Form, “Dispute” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Subscription Form, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Subscription Form or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this Subscription Form.

[signature page follows]

[signature page to the subscription form for ordinary shares of Odyssey Acquisition S.A.]

Done in _____, on _____ 2021

By:
Title:

By:
Title:

SCHEDULE B

ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

A. QUALIFIED INSTITUTIONAL BUYER STATUS

(Please check the applicable subparagraphs):

- ☐ We are a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act (a “QIB”)) and have marked and initialed the appropriate box below indicating the provision under which we qualify as a QIB.
- ☐ We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS

(Please check the applicable subparagraphs):

1. ☐ We are an institutional “accredited investor”, which means that we are an “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act or an entity in which all of the equity holders are institutional accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act, and have marked and initialed the appropriate box below indicating the provision under which we qualify as an institutional “accredited investor.”
2. ☐ We are not a natural person.

Rule 501(a), in relevant part, states that an “accredited investor” shall mean any person who comes within relevant categories, or who the issuer reasonably believes comes within the relevant below listed categories, at the time of the issuance of the securities to that person. The Investor has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to the Investor and under which the Investor accordingly qualifies as an institutional “accredited investor.”

- ☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
- ☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;
- ☐ Any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;
- ☐ Any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;
- ☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;
- ☐ Any investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of the Investment Company Act;
- ☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act;

- ☐ Any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- ☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- ☐ Any employee benefit plan within the meaning of Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of \$5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are “accredited investors”;
- ☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act;
- ☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, partnership, or limited liability company, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of \$5,000,000;
- ☐ Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D;
- ☐ Any entity in which all of the equity holders are accredited investors as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

***This page should be completed by the Investor
and constitutes a part of the Subscription Agreement.***

SCHEDULE C

FATCA / CRS Self Certification Form

(Please complete in BLOCK CAPITALS)

Odyssey Acquisition S.A. may be obliged under (i) the Luxembourg law of 18 December 2015 implementing the common reporting standard (the “CRS Law”) as amended from time to time and (ii) the amended Luxembourg law of 24 July 2015 implementing FATCA (the “FATCA Law”) to collect and report to the Luxembourg tax authorities certain information about financial accounts held by some of its Investors.

Please note that you should complete the below self-certification form by ticking the applicable boxes and by providing the requested information (if applicable). Each prospective Investor has the right to access the data/financial information reported to the Luxembourg tax authorities as well as to request Odyssey Acquisition S.A. to rectify this data. The data collected will not be kept longer than necessary for the purpose of the CRS Law or FATCA Law.

For joint or multiple Investors (as defined under the FATCA Law or CRS Law), please complete a separate self-certification form for each Investor.

The Investor undertakes to inform its Controlling Persons (as defined under the FATCA Law or CRS Law), if applicable, of the processing of their personal data by Odyssey Acquisition S.A. in accordance with the FATCA Law and CRS Law.

If you have any questions about this self-certification form or defining your FATCA Law / CRS Law status, please contact your tax adviser or local tax authority.

All terms used in the CRS Law subsection shall have the meaning ascribed to them in the CRS Law.

All terms used in the FATCA Law subsection shall have the meaning ascribed to them in the FATCA Law.

FATCA / CRS Self-Certification Form - Individuals

1. Identification of the Investor

Name:	
Residential address	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	
Mailing Address (if different from above)	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	
Date of Birth (dd/mm/yyyy):	
Place of Birth:	
Town or City of Birth:	
Country of Birth:	

2. FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

*Please tick either (a) **or** (b) and complete as appropriate.*

The Investor confirms that he/she:

- ☐ (a) is a U.S. citizen and/or resident in the U.S. for tax purposes

U.S.

TIN

- ☐ (b) is not a U.S. citizen or resident in the U.S. for tax purposes.

3. **CRS Declaration of Tax Residence**

Please indicate your country of tax residence (if resident in more than one country please detail all countries of tax residence and associated Tax Identification Numbers (“TIN”)).

Country/Jurisdiction of tax residence	TIN(*)

(*) Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN (for each concerned jurisdiction):

.....

.....

.....

.....

4. **Declarations and Signature**

[I] declare that all statements made in this self-certification form are, to the best of [my] knowledge and belief, correct and complete.

[I] acknowledge that, in case [I am] a U.S. citizen or U.S. resident for tax purposes, the information disclosed in this form together with required information related to my financial account (as described in Article 2 of the intergovernmental agreement implemented by the FATCA Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the U.S. Internal Revenue Service.

[I] further acknowledge that, in case the country(ies) of tax residence listed in Part 3 is/are CRS Reportable Jurisdiction(s), the information disclosed in this form together with required information related to my financial account (as described in Annex I Section I of the CRS Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) listed in Part 3 pursuant to international agreements to exchange financial account information.

[I] certify that [I am] the Investor (or authorized to sign for the Investor) of all the account(s) to which this form relates.

If there is a change in circumstances that affects the tax residence status of the Investor or causes the information contained herein to become incorrect or incomplete, [I] understand that [I] am obligated to inform Odyssey Acquisition S.A., in writing, of the change in circumstances within 30 days of its occurrence and to provide a suitably updated FATCA / CRS Self-Certification Form.

[I] acknowledge that, as per Article 3 of the FATCA Law and Article 5 of the CRS Law, answering questions related to the information disclosed in this self-certification form is mandatory.

Signature: _____

Print name: _____

Date: _____

Note: If [you are] not the Investor but are signing this form on behalf of the Investor, please indicate the capacity in which you are signing the form (e.g., power of attorney, executor or administrator, parent or guardian, etc.) and provide any required documentation of your authority.

Capacity: (if applicable) _____

FATCA / CRS Self-Certification Form - Entities

1. Identification of the Investor

Entity Name:	
Current registered address	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	
Mailing Address (if different from above)	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	

2. FATCA Declaration of Specified U.S. Person:

*Please tick either (a) **or** (b) and complete as appropriate.*

The Investor confirms that it is:

- ☐ (a) a Specified U.S. Person pursuant to the FATCA Law.

U.S.

TIN

- ☐ (b) not a Specified U.S. Person pursuant to the FATCA Law.

3. CRS Declaration of Tax Residence

*Please indicate the Entity's place of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated Tax Identification Numbers ("**TIN**")).*

Country/Jurisdiction of tax residence	TIN(*)

(*) Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN (for each concerned jurisdiction):

.....

.....

.....

.....

4. FATCA / CRS Classification

Please tick appropriate box of the relevant section / sub-section for FATCA and CRS purposes.

	FATCA	CRS	
			<i>(Foreign) Financial Institution. Please tick option A, B or C and complete as instructed.</i>
A	<input type="checkbox"/>	<input type="checkbox"/>	Reporting Financial Institution Please provide the Financial Institution's GIIN: If sponsored, please provide the Sponsoring Entity's GIIN:
B	<input type="checkbox"/>	<input type="checkbox"/>	Non-Reporting Financial Institution Please specify status for FATCA: Please specify status for CRS
C		<input type="checkbox"/>	Financial Institution resident in a Non-Participating Jurisdiction under CRS Please specify the type of Financial Institution resident in a Non-Participating Jurisdiction below: <input type="checkbox"/> Investment Entity and managed by another Financial Institution (please indicate the name of the Controlling Person(s) in the section 5. below); <input type="checkbox"/> Other Investment Entity; <input type="checkbox"/> Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company
			<i>Non-Financial (Foreign) Entity. Please tick option D or E and complete as instructed.</i>
D	<input type="checkbox"/>	<input type="checkbox"/>	Active NF(F)E. Please specify the type of Active NF(F)E below: <input type="checkbox"/> Corporation that is regularly traded on an established securities market or a Related Entity of such corporation. Provide the name of the stock exchange where traded: If you are a Related Entity of a regularly traded corporation, provide the name of the regularly traded corporation: <input type="checkbox"/> Governmental Entity, International Organization or a Central Bank. <input type="checkbox"/> Other Active NF(F)E.
E	<input type="checkbox"/>	<input type="checkbox"/>	Passive NF(F)E. Please indicate the name of the Controlling Person(s) in the section 5. below.
			<i>Other classification. Please complete as instructed.</i>
F	<input type="checkbox"/>		Non participating FFI
G	<input type="checkbox"/>	<input type="checkbox"/>	Others Please specify:

5. **Identification of Controlling Person(s)²**

Please complete this section if you ticked in Section 4 above either (i) Passive NF(F)E or (ii) an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

CONTROLLING PERSON 1			
First Name / Last Name:			
Current residential address			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
Mailing Address (if different from above)			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
U.S. Person	<input type="checkbox"/> Yes US TIN:	<input type="checkbox"/> No	
Country of tax residence:			
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:			
Date of Birth (dd/mm/yyyy):			
Place of Birth:			
Country of Birth:			
Control Type	Legal Person: <input type="checkbox"/> Control by Ownership % of ownership	<input type="checkbox"/> Control by Other Means	<input type="checkbox"/> Senior Managing Official function:
	Legal Arrangement-Trust: <input type="checkbox"/> Settlor <input type="checkbox"/> Trustee <input type="checkbox"/> Protector <input type="checkbox"/> Beneficiary <input type="checkbox"/> Other		
	Legal Arrangement-Other: <input type="checkbox"/> Settlor-Equivalent <input type="checkbox"/> Trustee-Equivalent <input type="checkbox"/> Protector-Equivalent <input type="checkbox"/> Beneficiary-Equivalent <input type="checkbox"/> Other-Equivalent		

² If you have more than four Controlling Persons, please complete on a separate sheet if necessary.

CONTROLLING PERSON 2			
First Name / Last Name:			
Current residential address			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
Mailing Address (if different from above)			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
U.S. Person	<input type="checkbox"/> Yes <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> US TIN:	<input type="checkbox"/> No	
Country of tax residence:			
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN: <div style="border-bottom: 1px solid black; width: 100%; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-top: 5px;"></div>			
Date of Birth (dd/mm/yyyy):			
Place of Birth:			
Country of Birth:			
Control Type	Legal Person: <input type="checkbox"/> Control by Ownership % of ownership	<input type="checkbox"/> Control by Other Means	<input type="checkbox"/> Senior Managing Official function: <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div>
	Legal Arrangement-Trust: <input type="checkbox"/> Settlor <input type="checkbox"/> Trustee <input type="checkbox"/> Protector <input type="checkbox"/> Beneficiary <input type="checkbox"/> Other		
	Legal Arrangement-Other: <input type="checkbox"/> Settlor-Equivalent <input type="checkbox"/> Trustee-Equivalent <input type="checkbox"/> Protector-Equivalent <input type="checkbox"/> Beneficiary-Equivalent <input type="checkbox"/> Other-Equivalent		

CONTROLLING PERSON 3						
First Name / Last Name:						
Current residential address						
Number, street:						
Town/city:						
Postal Code/ZIP Code:						
Country:						
Mailing Address (if different from above)						
Number, street:						
Town/city:						
Postal Code/ZIP Code:						
Country:						
U.S. Person	<input type="checkbox"/> Yes US TIN:	<input type="checkbox"/> No				
Country of tax residence:						
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:						
Date of Birth (dd/mm/yyyy):						
Place of Birth:						
Country of Birth:						
Control Type	Legal Person:	<input type="checkbox"/> Control by Ownership % of ownership	<input type="checkbox"/> Control by Other Means	<input type="checkbox"/> Senior Managing Official function:		
	Legal Arrangement-Trust:	<input type="checkbox"/> Settlor	<input type="checkbox"/> Trustee	<input type="checkbox"/> Protector	<input type="checkbox"/> Beneficiary	<input type="checkbox"/> Other
	Legal Arrangement-Other:	<input type="checkbox"/> Settlor-Equivalent	<input type="checkbox"/> Trustee-Equivalent	<input type="checkbox"/> Protector-Equivalent	<input type="checkbox"/> Beneficiary-Equivalent	<input type="checkbox"/> Other-Equivalent

CONTROLLING PERSON 4			
First Name / Last Name:			
Current residential address			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
Mailing Address (if different from above)			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
U.S. Person	<input type="checkbox"/> Yes US TIN:	<input type="checkbox"/> No	
Country of tax residence:			
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:			
Date of Birth (dd/mm/yyyy):			
Place of Birth:			
Country of Birth:			
Control Type	Legal Person: <input type="checkbox"/> Control by Ownership % of ownership	<input type="checkbox"/> Control by Other Means	<input type="checkbox"/> Senior Managing Official function:
	Legal Arrange ment-Trust: <input type="checkbox"/> Settlor <input type="checkbox"/> Trustee <input type="checkbox"/> Protector <input type="checkbox"/> Beneficiary <input type="checkbox"/> Other		
	Legal Arrange ment-Other: <input type="checkbox"/> Settlor-Equivalent <input type="checkbox"/> Trustee-Equivalent <input type="checkbox"/> Protector-Equivalent <input type="checkbox"/> Beneficiary-Equivalent <input type="checkbox"/> Other-Equivalent		

6. Declarations and Signature

[I] declare that all statements made in this self-certification form are, to the best of [my] knowledge and belief, correct and complete.

[I] acknowledge that, in case [I am] a Specified U.S. Person or the identified Controlling Person(s) is/are a U.S. citizen or U.S. tax resident, the information disclosed in this form together with required information related to this financial account (as described in Article 2 of the intergovernmental

agreement implemented by the FATCA Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the U.S. Internal Revenue Service.

[I] acknowledge that, in case the Country(ies) of tax residence listed in Part 3 and Part 5 is/are CRS Reportable Jurisdiction(s), the information disclosed in this form together with required information related to this financial account (as described in Annex I Section I of the CRS Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) listed in Part 3 and Part 5 pursuant to international agreements to exchange financial account information.

[I] certify that I am the Investor (or authorized to sign for the Investor) of all the account(s) to which this form relates. I also undertake to inform my Controlling Person(s) of the collection and/or reporting of his/her personal data by Odyssey Acquisition S.A. pursuant to the FATCA Law and CRS Law.

If there is a change in circumstances that affects the tax residence status of the Investor / Controlling Person(s) or causes the information contained herein to become incorrect or incomplete, [I] understand that I am obligated to inform Odyssey Acquisition S.A., in writing, of the change in circumstances within 30 days of its occurrence and to provide a suitably updated FATCA/CRS Self-Certification Form.

[I] acknowledge that, as per Article 3 of the FATCA Law and Article 5 of the CRS Law, answering questions related to the information disclosed in this self-certification form is mandatory.

Signature:

Print name:

Date:

Note: If you are not the Investor but are signing this form on behalf of the Investor, please indicate the capacity in which you are signing the form (e.g., power of attorney, executor or administrator, parent or guardian, etc.) and provide any required documentation of your authority.

Capacity: (if applicable)

EXHIBIT C.1

Form of Lock-Up Agreement (Company Shareholders)

See attached.

THIS AGREEMENT is made on December [•], 2021

BETWEEN:

1. **Odyssey Acquisition S.A.**, a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255412 (the “**Purchaser**”); and
2. **the undersigned** (the “**Holder**” and, together with the Purchaser, the “**Parties**” and each a “**Party**”).

WHEREAS, the Purchaser, Odyssey Acquisition Subsidiary B.V., the Company and the Holder, among others, entered into a business combination agreement, dated December [•], 2021 (the “**Business Combination Agreement**”), pursuant to which the parties thereto have agreed to consummate a series of transactions, including the contribution by the Company Shareholders of all of the Company Shares to the Purchaser in exchange for the issue, allotment and delivery to the Company Shareholders of Purchaser Ordinary Shares.

WHEREAS, pursuant to the Business Combination Agreement, the Purchaser and the Holder desire to enter into this agreement, pursuant to which the Purchaser Ordinary Shares, the Purchaser Options and the Purchaser RSUs to be received by the Holder pursuant to the Business Combination Agreement (together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the “**Restricted Securities**”) shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this agreement as if fully set forth below, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Lock-Up Provisions.

(a) The Holder agrees that it shall not Transfer any of the Restricted Securities during the period commencing from (and including) the Share Exchange Closing until (and including) the earlier to occur of (i) one-hundred and eighty (180) days after the Share Exchange Closing, (ii) during the period commencing ninety (90) days after the Share Exchange Closing Date, the day immediately after the trading day on which the closing price of the Purchaser Ordinary Shares equals or exceeds twelve euro (€12.00) per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any twenty (20) trading days within any thirty (30) consecutive trading day period and (iii) a date after the Share Exchange Closing on which the Purchaser consummates a subsequent liquidation, merger, share exchange or other similar transaction which results in all of the Purchasers’ shareholders having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property (the “**Lock-up Period**”). If dividends are declared and payable in Purchaser Ordinary Shares, such Purchaser Ordinary Shares will also be subject to the Lock-up Period.

(b) Notwithstanding the provisions set forth in Clause 1(a), Transfers of Restricted Securities that are held by the Holder are permitted: (i) to the Holder’s officers or directors, any Affiliates or family members to the second degree, spouses or registered partners (such family members, spouses or registered partners collectively “**Family Members**”) of any of the Holder’s officers or directors, any shareholders, employees or Affiliates of the Holder, or any members or shareholders of any Affiliates of the Holder; (ii) in the case of an individual, by gift to any of such Holder’s Family Members or to a trust, the beneficiary of which is a Family Member of such Holder, an Affiliate of such person or to a charitable organization; (iii) in the case of an individual, by virtue of the laws of descent and distribution upon death; (iv) in the case of an individual, pursuant to a judgment, decree or order to pay child support, alimony or marital property rights to a spouse, former spouse, child or other dependent or in connection with a divorce settlement; (v) to a nominee or custodian of any person or entity to which a Transfer would be permissible under any of the preceding subclauses (i) through (iv) above; (vi) in the case of an entity, by virtue of the laws of the Holder’s jurisdiction of incorporation or organization, the Holder’s organizational documents or the rights attaching to the equity interests in the Holder upon dissolution of the Holder; (vii) in connection with the exercise of any options (other than the Purchaser Options), warrants or other convertible securities to purchase Purchaser Ordinary Shares;

provided, that any Purchaser Ordinary Shares issued upon such exercise shall be subject to the Lock-Up Period; (viii) on arms' length terms under commercial arrangements for the sale of Restricted Securities (including any Restricted Securities acquired by virtue of the exercise of any options or settlement of any restricted stock units) in order exclusively to enable the transferor of such Restricted Securities (or any person or persons whose tax liability, in whole or in part, is determined by reference to the income, gains or assets of such transferor, as applicable, together with the transferor such person being the "**Dry Charge Taxpayer**") to discharge all applicable tax liabilities under jurisdictions relevant to the Dry Charge Taxpayer, as applicable, arising in connection with the holding of such Restricted Securities *provided that* such tax liability arises from and relates to the Transactions, and *further provided that* such tax liability does not result from a cash distribution to the Holder in relation to those Restricted Securities; (ix) in connection with any bona fide mortgage, pledge or encumbrance to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (x) in the event of completion of a liquidation, merger, share exchange, reorganization or other similar transaction which results in all of the holders of Purchaser Ordinary Shares having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property subsequent to the Share Exchange Closing; *provided*, that in subclauses (i) through (v) above, the transferee must enter into a written agreement in substantially the form of this agreement, agreeing to be bound by the terms of the Lock-up Period.

(c) If any Transfer is made or attempted contrary to the provisions of this agreement, such Transfer shall be invalid *vis-à-vis* the Purchaser and such Transfer shall be null and void, and the Purchaser shall refuse to recognize any such transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Clause 1, the Purchaser may impose stop-transfer instructions with respect to, or otherwise implement measures to prevent transfers of, the Restricted Securities of the Holder (and any permitted transferees and assigns thereof) until the end of the Lock-Up Period.

(d) For the avoidance of any doubt, the Holder shall retain all of its rights as a shareholder of the Purchaser with respect to the Restricted Securities during the Lock-Up Period, including the right to vote any Restricted Securities.

(e) For the purposes of this Clause 1, "Transfer" shall mean the (i) sale of, offer to sell, entry into of a contract or agreement to sell, hypothecation, pledge, grant of any option, right, warrant or contract to purchase, exercise of any option to sell, purchase of any option or contract to sell, lending or other transfer or disposition of or agreement to transfer or dispose of, directly or indirectly, (ii) entry into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in subclause (i) or (ii).

2. Miscellaneous.

(a) Effective Date. Clause 1 of this agreement shall become effective upon the Share Exchange Closing, subject to the consummation of the transactions contemplated by the Business Combination Agreement on the Share Exchange Closing Date.

(b) Termination of the Business Combination Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Business Combination Agreement is terminated in accordance with its terms prior to the Share Exchange Closing, this agreement and all rights and obligations of the Parties hereunder shall automatically terminate and be of no further force or effect.

(c) Binding Effect; Assignment. This agreement and all of the provisions hereof shall be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. Except as otherwise provided in this agreement, this agreement and all obligations of the Parties hereunder are personal to the Parties and may not be transferred or delegated by the Parties at any time.

(d) Third Parties. A person who is not a Party to this agreement shall have no right to enforce any of its terms.

(e) Governing Law; Jurisdiction. This agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Parties hereto irrevocably agree that the courts of the City of Luxembourg, Grand Duchy of Luxembourg shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Clause 2(e), “**Dispute**” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this agreement or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this agreement.

(f) Interpretation. Any capitalised term used but not defined in this agreement has the meaning ascribed to such term in the Business Combination Agreement. The titles and subtitles used in this agreement are for convenience only and are not to be considered in construing or interpreting this agreement. In this agreement, unless the context otherwise requires: (i) any pronoun used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words “without limitation”; (iii) the words “herein,” “hereto,” and “hereby” and other words of similar import in this agreement shall be deemed in each case to refer to this agreement as a whole and not to any particular Clause or other subdivision of this agreement; and (iv) the term “or” means “and/or”. The Parties have participated jointly in the negotiation and drafting of this agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provision of this agreement.

(g) Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery (i) in person, (ii) by e-mail (having obtained electronic delivery confirmation thereof), (iii) by reputable, nationally recognised overnight courier service, or (iv) by registered or certified mail, pre-paid and return receipt requested, provided, however, that notice given pursuant to subclauses (iii) and (iv) above shall not be effective unless a duplicate copy of such notice is also given in person or by e-mail; in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Purchaser to:

The Board of Directors of
Odyssey Acquisition S.A.
9 rue de Bitbourg
L-1273 Luxembourg
Grand Duchy of Luxembourg
info@odyssey-acquisition.com

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London
E14 5DS
Attention: Scott V. Simpson; Lorenzo Corte; John Adebiyi
Email: [REDACTED]
[REDACTED]
[REDACTED]

If to the Holder, to: the address set forth under the Holder’s name on the signature page hereto.

(h) Agent for Service of Process in the Grand Duchy of Luxembourg. The Holder has appointed Arendt Services S.A. with its registered office at 9 rue de Bitbourg, L-1273 Luxembourg (the “**Process Agent**”) as its authorized agent upon whom process may be served in the Grand Duchy of Luxembourg in any such legal suit, action or proceeding. Such appointments shall be irrevocable. The Process Agent has agreed to act as agent for service of process for the Holder. Service of process upon the Process Agent and written notice of said service to

the Holder shall be deemed in every respect effective service of process upon the Holder in any such legal suit, action or proceeding. Nothing herein shall affect the right of the Purchaser to serve process in any other manner permitted by applicable law. If the Process Agent ceases to be able to act in such capacity or to have an address in the Grand Duchy of Luxembourg, the Holder shall appoint a new process agent acceptable to the Purchaser and deliver to it, within fourteen (14) days of such appointment, a copy of a written acceptance of appointment by such new process agent, which shall be the Holder's Process Agent for purposes of this agreement.

(i) Amendments and Waivers. Any term of this agreement may be amended, supplemented or modified and the observance of any term of this agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Purchaser and the Holder. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not preclude any other or further exercise of it or the exercise of any other right, power, or remedy.

(j) Severability. Each of the provisions in this agreement is severable and distinct from the others. In case any provision in this agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(k) Specific Performance. The Holder acknowledges that its obligations under this agreement are unique, recognizes and affirms that in the event of a breach of this agreement by the Holder, money damages will be inadequate and the Purchaser will have no adequate remedy at law, and agree that irreparable damage would occur in the event that any of the provisions of this agreement were not performed by the Holder in accordance with their specific terms or were otherwise breached. Accordingly, the Purchaser shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent or remedy any breach of this agreement and to seek to enforce specifically the terms and provisions hereof, in each case, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which the Purchaser may be entitled under this agreement, at law or in equity.

(l) Entire Agreement. This agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly superseded hereby; *provided*, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the Parties under the Business Combination Agreement or any Ancillary Document. Notwithstanding the foregoing, nothing in this agreement shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under any other agreement between the Holder and the Purchaser or any certificate or instrument executed by the Holder in favor of the Purchaser, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under this agreement.

(m) Further Assurances. From time to time, at another Party's request and without further consideration (but at the requesting Party's reasonable cost and expense), each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this agreement.

(n) Counterparts; Facsimile. This agreement may also be executed and delivered by facsimile signature or by email in portable document format in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of the page intentionally left blank and signature pages to this agreement follow)

ODYSSEY ACQUISITION S.A.,
acting by [•], who in accordance with
the laws of the Grand Duchy of Luxembourg,
is acting under the authority of
Odyssey Acquisition S.A.

Name:

Title:.....

Date:.....

Address:.....

[HOLDER]

Name:

Title:.....

Date:.....

Address:.....

EXHIBIT C.2

Form of Lock-Up Agreement (Sponsor)

See attached.

THIS AGREEMENT is made on December [•], 2021

AMONG:

1. **Odyssey Acquisition S.A.**, a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255412 (the “**Purchaser**”);
2. **Odyssey Sponsor**, a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 62 Avenue Victor Hugo, L-1750 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255517 (the “**Holder**”); and
3. **Michael Zaoui, Yoël Zaoui, Jean Raby, Michel Combes and Olivier Brandicourt** (each a “**Sponsor Principal**” and collectively, the “**Sponsor Principals**” and together with the Purchaser and the Holder, the “**Parties**” and each a “**Party**”).

WHEREAS, the Purchaser, Odyssey Acquisition Subsidiary B.V. and the Company, among others, entered into a business combination agreement, dated December [•], 2021 (the “**Business Combination Agreement**”), pursuant to which the parties thereto have agreed to consummate a series of transactions, including the contribution by the Company Shareholders of all of the Company Shares to the Purchaser in exchange for the issue, allotment and delivery to the Company Shareholders of Purchaser Ordinary Shares.

WHEREAS, pursuant to the Business Combination Agreement, the Parties desire to enter into this agreement, pursuant to which the Purchaser Sponsor Shares, Purchaser Warrants or any Purchaser Ordinary Shares issued or issuable upon the exercise or conversion of Purchaser Warrants or Purchaser Sponsor Shares (together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the “**Restricted Securities**”) held by the Holder, shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this agreement as if fully set forth below, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Lock-Up Provisions.**

(a) The Holder agrees that it shall not Transfer any of the Purchaser Sponsor Shares (or any Purchaser Ordinary Shares issued or issuable upon conversion thereof) during the period commencing from (and including) the Share Exchange Closing until (and including) the earlier to occur of (i) three-hundred and sixty-five (365) days after the Share Exchange Closing, (ii) during the period commencing one-hundred and fifty (150) days after the Share Exchange Closing Date, the day immediately after the trading day on which the closing price of the Purchaser Ordinary Shares equals or exceeds twelve euro (€12.00) per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any twenty (20) trading days within any thirty (30) consecutive trading day period, and (iii) a date after the Share Exchange Closing on which the Purchaser consummates a subsequent liquidation, merger, share exchange or other similar transaction which results in all of the Purchasers’ shareholders having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property (the “**Shares Lock-up Period**”). If dividends are declared and payable in Purchaser Ordinary Shares, such Purchaser Ordinary Shares will also be subject to the Shares Lock-up Period.

(b) The Holder further agrees that it shall not Transfer any Purchaser Warrants (or any Purchaser Ordinary Shares issued or issuable upon the exercise or conversion of the Purchaser Warrants), until (and including) 30 days after the Share Exchange Closing (the “**Warrants Lock-up Period**”, together with the Shares Lock-up Period, the “**Lock-up Periods**”).

(c) Notwithstanding the provisions set forth in Clause 1(a) and (b), Transfers of Restricted Securities that are held by the Holder are permitted: (i) to the Holder’s officers or directors, any Affiliates, or family members to the second degree, spouses or registered partners of any of the Holder’s officers or directors, shareholders, employees or Affiliates of the Holder, or any members or shareholders of any Affiliates of the Holder; (ii) to a nominee or custodian of any person or entity to which a Transfer would be permissible under the

preceding subclause (i) above; (iii) by virtue of the laws of the Holder's jurisdiction of incorporation or organization, the Holder's organizational documents or the rights attaching to the equity interests in the Holder upon dissolution of the Holder; (iv) in connection with the exercise of any options, warrants (other than Purchaser Warrants) or other convertible securities to purchase Purchaser Ordinary Shares; *provided*, that any Purchaser Ordinary Shares issued upon such exercise shall be subject to the Shares Lock-Up Period; (v) on arms' length terms under commercial arrangements for the sale of Restricted Securities in order exclusively to enable the transferor of such Restricted Securities (or any person or persons whose tax liability, in whole or in part, is determined by reference to the income, gains or assets of such transferor, as applicable, together with the transferor such person being the "**Dry Charge Taxpayer**") to discharge all applicable tax liabilities under jurisdictions relevant to the Dry Charge Taxpayer, as applicable, arising in connection with the holding of such Restricted Securities *provided that* such tax liability arises from and relates to the Transactions, and *further provided that* such tax liability does not result from a cash distribution to the Holder in relation to those Restricted Securities; (vi) in connection with any bona fide mortgage, pledge or encumbrance to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (vii) in the event of completion of a liquidation, merger, share exchange, reorganization or other similar transaction which results in all of the holders of Purchaser Ordinary Shares having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property subsequent to the Share Exchange Closing; *provided*, that in subclauses (i) and (ii) above, the transferee must enter into a written agreement in substantially the form of this agreement, agreeing to be bound by the terms of the applicable Lock-up Period.

(d) If any Transfer is made or attempted contrary to the provisions of this agreement, such Transfer shall be invalid *vis-à-vis* the Purchaser and such Transfer shall be null and void¹, and the Purchaser shall refuse to recognize any such transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Clause 1, the Purchaser may impose stop-transfer instructions with respect to, or otherwise implement measures to prevent transfers of, the Restricted Securities of the Holder (and any permitted transferees and assigns thereof) until the end of the applicable Lock-Up Period.

(e) For the avoidance of any doubt, the Holder shall retain all of its rights as a shareholder of the Purchaser with respect to the Restricted Securities during the Lock-Up Periods, including the right to vote any Restricted Securities.

(f) For the purposes of this Clause 1, "Transfer" shall mean the (i) sale of, offer to sell, entry into of a contract or agreement to sell, hypothecation, pledge, grant of any option, right, warrant or contract to purchase, exercise of any option to sell, purchase of any option or contract to sell, lending or other transfer or disposition of or agreement to transfer or dispose of, directly or indirectly, (ii) entry into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in subclause (i) or (ii).

(g) Each Sponsor Principal hereby agrees to exercise his voting rights in his capacity as a direct or indirect shareholder in the Holder with a view to procuring that the Holder performs and complies with all of its covenants, agreements and obligations under this Agreement.

2. Miscellaneous.

(a) Effective Date. Clause 1 of this agreement shall become effective upon the Share Exchange Closing, subject to the consummation of the transactions contemplated by the Business Combination Agreement on the Share Exchange Closing Date.

(b) Termination of the Business Combination Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Business Combination Agreement is terminated in accordance with its terms prior to the Share Exchange Closing, this agreement and all rights and obligations of the Parties hereunder shall automatically terminate and be of no further force or effect.

(c) Binding Effect; Assignment. This agreement and all of the provisions hereof shall be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and

¹ **Note to Draft:** This will need to be reflected in the amended and restated articles of associations as well.

permitted assigns. Except as otherwise provided in this agreement, this agreement and all obligations of the Parties hereunder are personal to the Parties and may not be transferred or delegated by the Parties at any time.

(d) Third Parties. A person who is not a Party to this agreement shall have no right to enforce any of its terms.

(e) Governing Law; Jurisdiction. This agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Parties hereto irrevocably agree that the courts of the City of Luxembourg, Grand Duchy of Luxembourg shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Clause 2(e), "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this agreement or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this agreement.

(f) Interpretation. Any capitalised term used but not defined in this agreement has the meaning ascribed to such term in the Business Combination Agreement. The titles and subtitles used in this agreement are for convenience only and are not to be considered in construing or interpreting this agreement. In this agreement, unless the context otherwise requires: (i) any pronoun used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words "without limitation"; (iii) the words "herein," "hereto," and "hereby" and other words of similar import in this agreement shall be deemed in each case to refer to this agreement as a whole and not to any particular Clause or other subdivision of this agreement; and (iv) the term "or" means "and/or". The Parties have participated jointly in the negotiation and drafting of this agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provision of this agreement.

(g) Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery (i) in person, (ii) by e-mail (having obtained electronic delivery confirmation thereof), (iii) by reputable, nationally recognised overnight courier service, or (iv) by registered or certified mail, pre-paid and return receipt requested, provided, however, that notice given pursuant to subclauses (iii) and (iv) above shall not be effective unless a duplicate copy of such notice is also given in person or by e-mail; in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Purchaser to:

The Board of Directors of
Odyssey Acquisition S.A.
9 rue de Bitbourg
L-1273 Luxembourg
Grand Duchy of Luxembourg
Info@odyssey-acquisition.com

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London
E14 5DS
Attention: Scott V. Simpson; Lorenzo Corte; John Adebiyi
Email: [REDACTED]
[REDACTED]
[REDACTED]

If to the Holder, to:

Odyssey Sponsor
62, avenue Victor Hugo
L-1750 Luxembourg
Luxembourg
Attention: Georges Majerus
Email: [REDACTED]

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London
E14 5DS
Attention: Scott V. Simpson; Lorenzo Corte; John Adebisi
Email: [REDACTED]
[REDACTED]
[REDACTED]

If to a Sponsor Principal, to: the address set forth under such Sponsor Principal's name on the signature page hereto.

(h) Agent for Service of Process in the Grand Duchy of Luxembourg. The Holder has appointed Arendt Services S.A. with its registered office at 9 rue de Bitbourg, L-1273 Luxembourg (the "**Process Agent**") as its authorized agent upon whom process may be served in the Grand Duchy of Luxembourg in any such legal suit, action or proceeding. Such appointments shall be irrevocable. The Process Agent has agreed to act as agent for service of process for the Holder. Service of process upon the Process Agent and written notice of said service to the Holder shall be deemed in every respect effective service of process upon the Holder in any such legal suit, action or proceeding. Nothing herein shall affect the right of the Purchaser to serve process in any other manner permitted by applicable law. If the Process Agent ceases to be able to act in such capacity or to have an address in the Grand Duchy of Luxembourg, the Holder shall appoint a new process agent acceptable to the Purchaser and deliver to it, within fourteen (14) days of such appointment, a copy of a written acceptance of appointment by such new process agent, which shall be the Holder's Process Agent for purposes of this agreement.

(i) Amendments and Waivers. Any term of this agreement may be amended, supplemented or modified and the observance of any term of this agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Purchaser, the Holder and the Sponsor Principals. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not preclude any other or further exercise of it or the exercise of any other right, power, or remedy.

(j) Severability. Each of the provisions in this agreement is severable and distinct from the others. In case any provision in this agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(k) Specific Performance. The Holder acknowledges that its obligations under this agreement are unique, recognizes and affirms that in the event of a breach of this agreement by the Holder, money damages will be inadequate and the Purchaser will have no adequate remedy at law, and agree that irreparable damage would occur in the event that any of the provisions of this agreement were not performed by the Holder in accordance with their specific terms or were otherwise breached. Accordingly, the Purchaser shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent or remedy any breach of this agreement and to seek to enforce specifically the terms and provisions hereof, in each case, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which the Purchaser may be entitled under this agreement, at law or in equity.

(l) Entire Agreement. This agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly superseded hereby; *provided*, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the Parties under the Business Combination Agreement or any Ancillary Document. Notwithstanding the foregoing, nothing in this agreement shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under any other agreement between the Holder and the Purchaser or any certificate or instrument executed by the Holder in favor of the Purchaser, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under this agreement.

(m) Further Assurances. From time to time, at another Party's request and without further consideration (but at the requesting Party's reasonable cost and expense), each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this agreement.

(n) Counterparts; Facsimile. This agreement may also be executed and delivered by facsimile signature or by email in portable document format in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of the page intentionally left blank and signature pages to this agreement follow)

ODYSSEY ACQUISITION S.A.,
acting by [•], who in accordance with
the laws of the Grand Duchy of Luxembourg,
is acting under the authority of
Odyssey Acquisition S.A.

Name:

Title:.....

Date:.....

Address:.....

ODYSSEY SPONSOR,

société à responsabilité limitée,
acting by Zaoui & Co S.A., société anonyme,
acting by [•], a Class A director and
[•], a Class B director, who,
in accordance with the laws of the Grand
Duchy of Luxembourg, are acting under the
authority of Odyssey Sponsor

Name:

Title:.....

Date:.....

Address:.....

Name:

Title:.....

Date:.....

Address:.....

MICHAEL ZAOUI,
in his capacity as a Sponsor Principal

Date:.....

Address:.....

YOËL ZAOUL
in his capacity as a Sponsor Principal

Date:.....

Address:.....

JEAN RABY,
in his capacity as a Sponsor Principal

Date:.....

Address:.....

MICHEL COMBES,
in his capacity as a Sponsor Principal

Date:.....

Address:.....

OLIVIER BRANDICOURT,
in his capacity as a Sponsor Principal

Date:.....

Address:.....

EXHIBIT C.3

Form of Lock-Up Agreement (Ordinary Shareholders)

See attached.

THIS AGREEMENT is made on December [•], 2021

AMONG:

1. **Odyssey Acquisition S.A.**, a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg having its registered office at 9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B255412 (the “**Purchaser**”); and
2. **the undersigned** (the “**Holder**” and, together with the Purchaser, the “**Parties**” and each a “**Party**”).

WHEREAS, the Purchaser, Odyssey Acquisition Subsidiary B.V. and the Company, among others, entered into a business combination agreement, dated December [•], 2021 (the “**Business Combination Agreement**”), pursuant to which the parties thereto have agreed to consummate a series of transactions, including the contribution by the Company Shareholders of all of the Company Shares to the Purchaser in exchange for the issue, allotment and delivery to the Company Shareholders of Purchaser Ordinary Shares.

WHEREAS, pursuant to the Business Combination Agreement, the Purchaser and the Holder desire to enter into this agreement, pursuant to which the Purchaser Ordinary Shares, Purchaser Warrants or any Purchaser Ordinary Shares issued or issuable upon the exercise or conversion of Purchaser Warrants (together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, the “**Restricted Securities**”) held by the Holder, shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this agreement as if fully set forth below, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Lock-Up Provisions.

(a) The Holder agrees that it shall not Transfer any of the Purchaser Ordinary Shares during the period commencing from (and including) the Share Exchange Closing until (and including) the earlier to occur of (i) one-hundred and eighty (180) days after the Share Exchange Closing, (ii) during the period commencing ninety (90) days after the Share Exchange Closing Date, the day immediately after the trading day on which the closing price of the Purchaser Ordinary Shares equals or exceeds twelve euro (€12.00) per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations) for any twenty (20) trading days within any thirty (30) consecutive trading day period, and (iii) a date after the Share Exchange Closing on which the Purchaser consummates a subsequent liquidation, merger, share exchange or other similar transaction which results in all of the Purchasers’ shareholders having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property (the “**Shares Lock-up Period**”). If dividends are declared and payable in Purchaser Ordinary Shares, such Purchaser Ordinary Shares will also be subject to the Shares Lock-up Period.

(b) The Holder further agrees that it shall not Transfer any Purchaser Warrants (or any Purchaser Ordinary Shares issued or issuable upon the exercise or conversion of the Purchaser Warrants), until (and including) 30 days after the Share Exchange Closing (the “**Warrants Lock-up Period**”, together with the Shares Lock-up Period, the “**Lock-up Periods**”).

(c) Notwithstanding the provisions set forth in Clause 1(a) and (b), Transfers of Restricted Securities that are held by the Holder are permitted: (i) to the Holder’s officers or directors, any Affiliates or family members to the second degree, spouses or registered partners (such family members, spouses or registered partners collectively “**Family Members**”) of any of the Holder’s officers or directors, any shareholders, employees or Affiliates of the Holder, or any members or shareholders of any Affiliates of the Holder; (ii) in the case of an individual, by gift to any of such Holder’s Family Members or to a trust, the beneficiary of which is a Family Member of such Holder, an Affiliate of such person or to a charitable organization; (iii) in the case of an individual, by virtue of the laws of descent and distribution upon death; (iv) in the case of an individual, pursuant to a judgment, decree or order to pay child support, alimony or marital property rights to a spouse, former spouse, child or other dependent or

in connection with a divorce settlement; (v) to a nominee or custodian of any person or entity to which a Transfer would be permissible under any of the preceding subclauses (i) through (iv) above; (vi) in the case of an entity, by virtue of the laws of the Holder's jurisdiction of incorporation or organization, the Holder's organizational documents or the rights attaching to the equity interests in the Holder upon dissolution of the Holder; (vii) in connection with the exercise of any options, warrants (other than Purchaser Warrants) or other convertible securities to purchase Purchaser Ordinary Shares; provided, that any Purchaser Ordinary Shares issued upon such exercise shall be subject to the Shares Lock-Up Period; (viii) on arms' length terms under commercial arrangements for the sale of Restricted Securities (including any Restricted Securities acquired by virtue of the exercise of any options or settlement of any restricted stock units) in order exclusively to enable the transferor of such Restricted Securities (or any person or persons whose tax liability, in whole or in part, is determined by reference to the income, gains or assets of such transferor, as applicable, together with the transferor such person being the "**Dry Charge Taxpayer**") to discharge all applicable tax liabilities under jurisdictions relevant to the Dry Charge Taxpayer, as applicable, arising in connection with the holding of such Restricted Securities provided that such tax liability arises from and relates to the Transactions, and further provided that such tax liability does not result from a cash distribution to the Holder in relation to those Restricted Securities; (ix) in connection with any bona fide mortgage, pledge or encumbrance to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (x) in the event of completion of a liquidation, merger, share exchange, reorganization or other similar transaction which results in all of the holders of Purchaser Ordinary Shares having the right to exchange their Purchaser Ordinary Shares for cash, securities or other property subsequent to the Share Exchange Closing; provided that, in subclauses (i) through (v) above, the transferee must enter into a written agreement in substantially the form of this agreement, agreeing to be bound by the terms of the applicable Lock-up Period.

(d) If any Transfer is made or attempted contrary to the provisions of this agreement, such Transfer shall be invalid *vis-à-vis* the Purchaser and such Transfer shall be null and void, and the Purchaser shall refuse to recognize any such transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Clause 1, the Purchaser may impose stop-transfer instructions with respect to, or otherwise implement measures to prevent transfers of, the Restricted Securities of the Holder (and any permitted transferees and assigns thereof) until the end of the applicable Lock-Up Period.

(e) For the avoidance of any doubt, the Holder shall retain all of its rights as a shareholder of the Purchaser with respect to the Restricted Securities during the Lock-Up Periods, including the right to vote any Restricted Securities.

(f) For the purposes of this Clause 1, "Transfer" shall mean the (i) sale of, offer to sell, entry into of a contract or agreement to sell, hypothecation, pledge, grant of any option, right, warrant or contract to purchase, exercise of any option to sell, purchase of any option or contract to sell, lending or other transfer or disposition of or agreement to transfer or dispose of, directly or indirectly, (ii) entry into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in subclause (i) or (ii).

2. Miscellaneous.

(a) Effective Date. Clause 1 of this agreement shall become effective upon the Share Exchange Closing, subject to the consummation of the transactions contemplated by the Business Combination Agreement on the Share Exchange Closing Date.

(b) Termination of the Business Combination Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Business Combination Agreement is terminated in accordance with its terms prior to the Share Exchange Closing, this agreement and all rights and obligations of the Parties hereunder shall automatically terminate and be of no further force or effect.

(c) Binding Effect; Assignment. This agreement and all of the provisions hereof shall be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. Except as otherwise provided in this agreement, this agreement and all obligations of the Parties hereunder are personal to the Parties and may not be transferred or delegated by the Parties at any time.

(d) Third Parties. A person who is not a Party to this agreement shall have no right to enforce any of its terms.

(e) Governing Law; Jurisdiction. This agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Parties hereto irrevocably agree that the courts of the City of Luxembourg, Grand Duchy of Luxembourg shall have exclusive jurisdiction to hear, determine and settle any Disputes and, for such purposes, irrevocably submit to the jurisdiction of such courts, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this Clause 2(e), "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this agreement or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this agreement.

(f) Interpretation. Any capitalised term used but not defined in this agreement has the meaning ascribed to such term in the Business Combination Agreement. The titles and subtitles used in this agreement are for convenience only and are not to be considered in construing or interpreting this agreement. In this agreement, unless the context otherwise requires: (i) any pronoun used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words "without limitation"; (iii) the words "herein," "hereto," and "hereby" and other words of similar import in this agreement shall be deemed in each case to refer to this agreement as a whole and not to any particular Clause or other subdivision of this agreement; and (iv) the term "or" means "and/or". The Parties have participated jointly in the negotiation and drafting of this agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provision of this agreement.

(g) Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery (i) in person, (ii) by e-mail (having obtained electronic delivery confirmation thereof), (iii) by reputable, nationally recognised overnight courier service, or (iv) by registered or certified mail, pre-paid and return receipt requested, provided, however, that notice given pursuant to subclauses (iii) and (iv) above shall not be effective unless a duplicate copy of such notice is also given in person or by e-mail; in each case to the applicable Party at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Purchaser to:

The Board of Directors of
Odyssey Acquisition S.A.
9 rue de Bitbourg
L-1273 Luxembourg
Grand Duchy of Luxembourg
info@odyssey-acquisition.com

With a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London
E14 5DS
Attention: Scott V. Simpson; Lorenzo Corte; John Adebiyi
Email: [REDACTED]
[REDACTED]
[REDACTED]

If to the Holder, to: the address set forth under the Holder's name on the signature page hereto.

(h) Agent for Service of Process in the Grand Duchy of Luxembourg. The Holder has appointed Arendt Services S.A., with its registered office at 9 rue de Bitbourg, L-1273 Luxembourg (the "**Process**

Agent”) as its authorized agent upon whom process may be served in the Grand Duchy of Luxembourg in any such legal suit, action or proceeding. Such appointments shall be irrevocable. The Process Agent has agreed to act as agent for service of process for the Holder. Service of process upon the Process Agent and written notice of said service to the Holder shall be deemed in every respect effective service of process upon the Holder in any such legal suit, action or proceeding. Nothing herein shall affect the right of the Purchaser to serve process in any other manner permitted by applicable law. If the Process Agent ceases to be able to act in such capacity or to have an address in the Grand Duchy of Luxembourg, the Holder shall appoint a new process agent acceptable to the Purchaser and deliver to it, within fourteen (14) days of such appointment, a copy of a written acceptance of appointment by such new process agent, which shall be the Holder’s Process Agent for purposes of this agreement.

(i) Amendments and Waivers. Any term of this agreement may be amended, supplemented or modified and the observance of any term of this agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Purchaser and the Holder. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not preclude any other or further exercise of it or the exercise of any other right, power, or remedy.

(j) Severability. Each of the provisions in this agreement is severable and distinct from the others. In case any provision in this agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(k) Specific Performance. The Holder acknowledges that its obligations under this agreement are unique, recognizes and affirms that in the event of a breach of this agreement by the Holder, money damages will be inadequate and the Purchaser will have no adequate remedy at law, and agree that irreparable damage would occur in the event that any of the provisions of this agreement were not performed by the Holder in accordance with their specific terms or were otherwise breached. Accordingly, the Purchaser shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent or remedy any breach of this agreement and to seek to enforce specifically the terms and provisions hereof, in each case, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which the Purchaser may be entitled under this agreement, at law or in equity.

(l) Entire Agreement. This agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly superseded hereby; *provided*, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the Parties under the Business Combination Agreement or any Ancillary Document. Notwithstanding the foregoing, nothing in this agreement shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under any other agreement between the Holder and the Purchaser or any certificate or instrument executed by the Holder in favor of the Purchaser, and nothing in any other agreement, certificate or instrument shall limit any of the rights or remedies of the Purchaser or any of the obligations of the Holder under this agreement.

(m) Further Assurances. From time to time, at another Party’s request and without further consideration (but at the requesting Party’s reasonable cost and expense), each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to consummate the transactions contemplated by this agreement.

(n) Counterparts; Facsimile. This agreement may also be executed and delivered by facsimile signature or by email in portable document format in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Remainder of the page intentionally left blank and signature pages to this agreement follow)

ODYSSEY ACQUISITION S.A.,
acting by [•], who in accordance with
the laws of the Grand Duchy of Luxembourg,
is acting under the authority of
Odyssey Acquisition S.A.

Name:

Title:.....

Date:.....

Address:.....

MICHAEL ZAOUI,
in his capacity as an Ordinary Shareholder

Date:.....

Address:.....

FUSIONE LTD,
a private limited company,
in its capacity as an Ordinary Shareholder,
acting by Yoël Zaoui as its Director

Name:

Title:.....

Date:.....

Address:.....

EXHIBIT D

Form of Subscription Form

See attached.

EXHIBIT D

SUBSCRIPTION FORM

The undersigned,

Name: _____

Address: _____

Country: _____

(the “**Subscriber**”), hereby subscribes to the number of ordinary shares indicated below to be issued by Odyssey Acquisition S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 9, Rue de Bitbourg, L-1273 Luxembourg, Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B255412 (the “**Purchaser**”), in exchange for the contribution in kind by the Subscriber of the number of ordinary shares indicated below of BenevolentAI Limited, a private limited company incorporated in England and Wales with registered number 09781806 and having its registered office at 4-8 Maple Street, London, United Kingdom, W1T 5HD (the “**Company**”), in accordance with the business combination agreement (the “**BCA**”) dated _____ 2021 and entered into by, among others, the Purchaser, the Company and the Company Shareholders (as defined in the BCA) on behalf of the Subscriber.

Number of ordinary shares of the Company contributed by the Subscriber: _____

Number of ordinary shares of the Purchaser subscribed to by the Subscriber: _____

The Subscriber’s custodian bank information for purposes of settlement of the exchange is provided on **Annex 1** to this Subscription Form.

This subscription form shall be governed by and construed in accordance with Luxembourg law and any Disputes arising under this subscription form shall be exclusively settled by the courts of Luxembourg-City. For the purposes of this subscription form, “Dispute” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this subscription form, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this subscription form or the consequences of its nullity and also including any dispute relating to any contractual and/or non-contractual rights or obligations arising out of, relating to, or having any connection with this subscription form.

[signature page follows]

Date: _____2022

By: _____

Title: _____ / [Attorney for and on behalf of the Subscriber under a power of attorney]¹

¹ **Note to draft:** to be included for Company Shareholders who have executed the signing power of attorney at BCA signing.

(Signature page to the Company Shareholder subscription form for ordinary shares of Odyssey Acquisition S.A.)

Annex 1
Custodian Bank Information

Custodian Bank: _____

Custodian Bank Email: _____

Custodian Bank Contact Number: _____

Custodian Bank BIC (Bank Identifier Code): _____

Custodian Bank Account Number: _____

Details of Upstream Custodian (in case custodian bank is unable to hold securities directly via Euroclear Nederland):

Upstream Custodian Name: _____

Upstream Custodian Name: _____

Upstream Custodian Contact Number: _____

Additional Notes: _____

EXHIBIT E

Steps Paper

See attached.

Project Alchemy

STEPS PAPER

Skadden

PRIVATE AND CONFIDENTIAL

Draft: 11/30/2021

Exhibit F to the Business Combination Agreement (“**BCA**”) to be entered into by and between Odyssey Acquisition S.A. (“**Purchaser**”), Odyssey Acquisition Subsidiary B.V. (“**Purchaser Subsidiary**”), BenevolentAI Limited (the “**Company**”), the Company Shareholders Representative and the Company Shareholders (as each such term is defined therein)



1,700
attorneys

22
offices



50+
practices



SKADDEN
ARPS
SLATE
MEAGHER
& FLOM LLP



Beijing / Boston / Brussels / Chicago / Frankfurt / Hong Kong / Houston / London
Los Angeles / Moscow / Munich / New York / Palo Alto / Paris / São Paulo / Seoul
Shanghai / Singapore / Tokyo / Toronto / Washington, D.C. / Wilmington

This is the Steps Paper, as defined in the BCA.

The purpose of this Steps Paper is to summarize a set of steps that have been agreed between the parties to the BCA.

This Steps Paper does not constitute legal or tax advice provided by Skadden, Arps, Slate, Meagher & Flom (UK) LLP or any of its affiliates (“Skadden”), or any of the contributors hereto, and nor should it be construed as such.

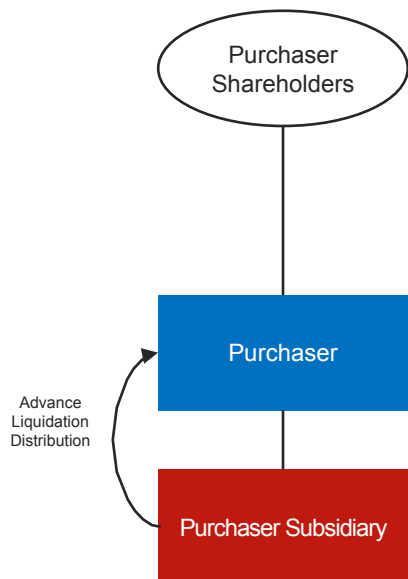
The reader should not rely on any information included in this Steps Paper as advice and Skadden does not accept any duty of care, responsibility or liability to any person in respect of it.

Terms used but otherwise undefined in this Steps Paper shall have the meaning ascribed to such terms in the BCA.

Timings provided in this Steps Paper assume a Business Combination EGM date of [REDACTED]. To the extent the assumed timings change, the Purchaser and the Company shall agree in writing revised timings for the steps herein.

1 Advance Liquidation Distribution from Purchaser Subsidiary

Step 1 – Advance Liquidation Distribution from Purchaser Subsidiary



Key:



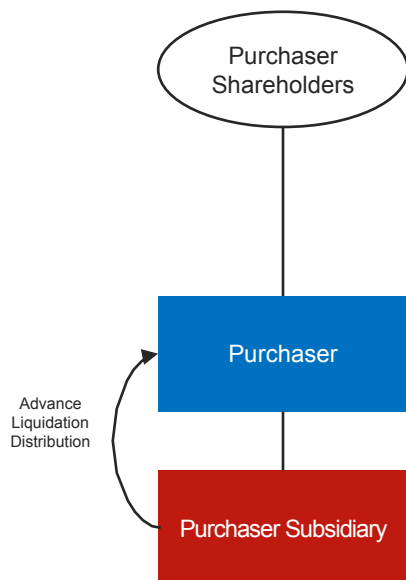
Luxembourg incorporated and tax resident entity



Dutch incorporated and tax resident entity

#	Sub-step	Assumed Timing
1	Business Combination EGM at which the resolutions referred to in the Shareholder Approval Matters are adopted.	
2	Purchaser, in its capacity as sole shareholder of Purchaser Subsidiary, adopts a written resolution resolving to: (i) dissolve Purchaser Subsidiary, (ii) appoint a liquidator (Intertrust Netherlands), (iii) appoint Purchaser as custodian of books and records of Purchaser Subsidiary, (iv) adopt Purchaser Subsidiary's 2021 accounts.	
3	Filing of the signed Purchaser Subsidiary shareholder resolution with the Dutch trade register. Dutch trade register to be informed that Purchaser Subsidiary is in liquidation and registration of the liquidator.	
4	Obtain an executed liquidator's resolution for an advance liquidation distribution by Purchaser Subsidiary to Purchaser in an amount equal to the entire amount in the Escrow Account, specifying (i) the amount of the distribution (being the entire amount in the Escrow Account) and that (ii) the advance liquidation distribution will be settled by means through an instruction to transfer the funds from the Escrow Account to the Purchaser. After such advance liquidation distribution the other liquidation costs and any other liabilities of the Purchaser Subsidiary will be borne directly by the Purchaser.	
5	Purchaser and Purchaser Subsidiary execute the statement included in schedule 10 to the Escrow Agreement and deliver such fully executed statement to the Dutch Notary (meaning a civil law notary of Stibbe or his/her substitute).	

Step 1 – Advance Liquidation Distribution from Purchaser Subsidiary (cont.)



Key:

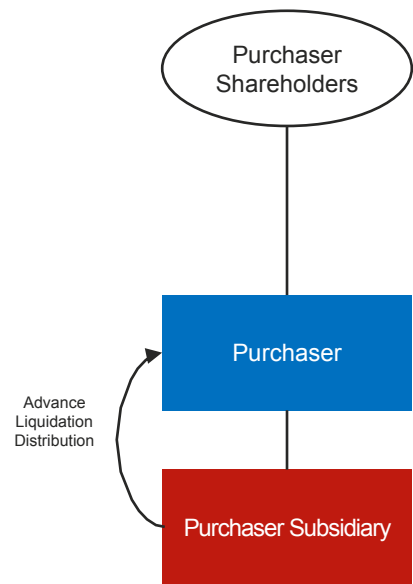


Luxembourg incorporated and tax resident entity



Dutch incorporated and tax resident entity

#	Sub-step	Assumed Timing
6	Obtain from the Dutch Notary the following documents executed by the Dutch Notary: <ul style="list-style-type: none"> a true copy (<i>afschrift</i>) of notarial record deed (<i>proces verbaal akte</i>) from which it is apparent that the chairperson of the Business Combination EGM has established that the Required Majority (as defined in the Escrow Agreement) has adopted and approved a resolution to approve the Transactions; and the requisite Notarial Declaration (as defined in the Escrow Agreement) in respect of the Payment Event (as defined in the Escrow Agreement) listed under paragraph (e) of the definition thereof. 	
7	Purchaser Subsidiary requests Escrow Agent to instruct Stichting Odyssey Escrow to make a payment of all the cash in the Escrow Account to Purchaser by delivering to Escrow Agent a duly completed Payment Notice (as defined in the Escrow Agreement) with both documents referred to in #6 attached thereto.	
8	Advance liquidation distribution by Purchaser Subsidiary to Purchaser is effected and all the cash in the Escrow Account is deposited in Purchaser's Luxembourg bank account.	
9	Execution of statement of rendering account (<i>rekening en verantwoording</i>) and plan of distribution (<i>plan van verdeling</i>) of Purchaser Subsidiary.	
10	Filing statement of rendering account and plan of distribution of Purchaser Subsidiary with the Dutch trade register and at the offices of Purchaser Subsidiary.	
11	Announcement of filing statement of rendering account and plan of distribution in a national daily newspaper.	



#	Sub-step	Assumed Timing
12	Two-month objection period for creditors of Purchaser Subsidiary.	
13	Subsequent steps to complete liquidation of Purchaser Subsidiary.	

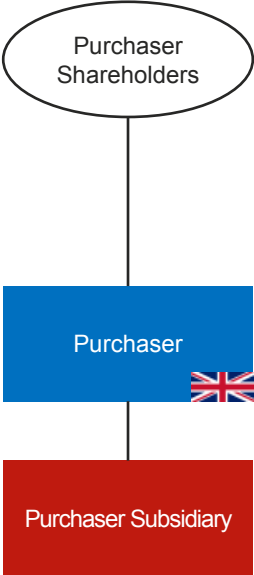
Key:

- Luxembourg incorporated and tax resident entity
- Dutch incorporated and tax resident entity


2 Purchaser Tax Residence Migration


On the day prior to Share Exchange Closing, Purchaser takes the first step in terminating its tax residence in Luxembourg and commencing residence in the UK (the “**Migration**”). The corporate seat, nationality for legal purposes and share register of Purchaser will remain in Luxembourg.




In the below table, “T” means the Share Exchange Closing Date.

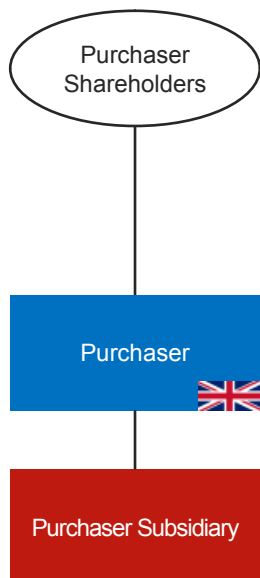


Key:

 Luxembourg incorporated and UK tax resident entity

 Dutch incorporated and tax resident entity

#	Sub-step	Assumed Timing
1	Business Combination EGM at which the resolutions referred to in the Shareholder Approval Matters are adopted.	
2	Purchaser has its last Luxembourg-taxable accounting period. Interim (non-audited) accounts to be drawn up showing end of accounting period.	 – T-2
3	On day prior to Share Exchange Closing, Purchaser board meeting in the UK with a full agenda (with pre-Closing board members). Board confirms UK corporation tax is intended to apply to Purchaser for the new accounting period, and Luxembourg taxation regime is intended to cease to apply. Board confirms that if Share Exchange Closing does not occur then no further board meetings will be held in the UK until further notice.	T-1
4	Purchaser commences its first UK-taxable accounting period.	T-1 – 
5	Purchaser deposits cash in its UK bank account.	T-1



Key:



Luxembourg incorporated and UK tax resident entity



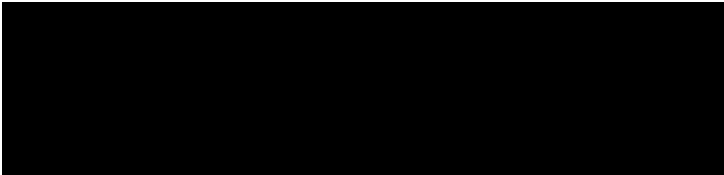
Dutch incorporated and tax resident entity

#	Sub-step	Assumed Timing
6	Purchaser establishes a UK service/postal address at the same offices as the Company, and registers as an Overseas Company at Companies House in the UK.	On or around T-1
7	Purchaser registers for UK corporation tax [and VAT]*. <i>*Subject to further analysis regarding Purchaser's invoicing and recovery position, as well as Company VAT grouping. To be agreed between the Purchaser and the Company between signing the BCA and Share Exchange Closing.</i>	On or around T-1 (and in any event within 3 months thereof)
8	Purchaser appoints UK tax accountants.	On or around T-1
9	On Share Exchange Closing, Purchaser board meeting in the UK with a full agenda (with post-Closing board members).	T
10	On Share Exchange Closing, Purchaser's Amended Purchaser Articles are effective and reflect a protocol (to be agreed between the Purchaser and the Company) for maintaining Luxembourg registered seat and UK tax residence.	T



Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates

IN WITNESS WHEREOF this Agreement has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

Executed as a Deed by) 
Odyssey Acquisition S.A., acting by)
Michael Zaoui, a director)
who, in accordance with the laws of the)
Grand Duchy of Luxembourg, is acting)
under the authority of Odyssey)
Acquisition S.A.)

in the presence of:) 

Witness's signature 

Name (print) 

Occupation

Address

Executed as a Deed by)

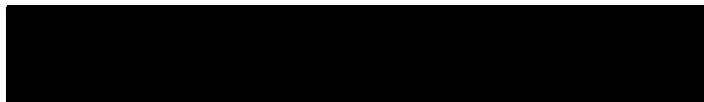
Odyssey Acquisition Subsidiary B.V.,)

acting by Intertrust Management B.V. itself)

who, in accordance with the Dutch law, acting by)

is acting under the authority of Odyssey)

Acquisition Subsidiary B.V.)



Peter van der Linden

Sytse van Ulsen

Proxyholder

Proxyholder

in the presence of:)

Witness's signature

Name (print)

Occupation

Address

EXECUTED as a **DEED** by
BENEVOLENTAI LIMITED acting by a
director

[Redacted Signature]

Joanna shields

Name

in the presence of:

[Redacted Signature]

Signature of Witness

[Redacted Name]

Name of Witness

[Redacted Address]

Address of Witness

[Redacted Occupation]

Occupation of Witness

EXECUTED as a **DEED** by

MICHAEL BRENNAN in his capacity as

Company Shareholders Representative

...

in the presence of:

...

Signature of Witness

...

Name of Witness

.....

Address of Witness

.....

.....

Occupation of Witness

EXECUTED as a **DEED** by
LANSDOWNE DEVELOPED MARKETS
STRATEGIC INVESTMENT
MASTER FUND LIMITED
acting by its duly authorised agent **LANSDOWNE**
PARTNERS (UK) LLP by a member

...

Suzi Nutton, CEO
.....
Name

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

H. LUNDBECK A/S

a company incorporated in Denmark acting by
Anders Götzsche

Jacob Tolstrup who, in accordance

with the laws of that territory is acting under

the authority of the company



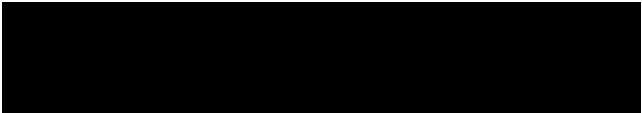
Authorised signatory

EXECUTED as a **DEED** by

ELI LILLY AND COMPANY

a company incorporated in the state of
Indiana acting by Philip Johnson

who, in accordance with the laws of that
territory is acting under the authority of
the company

... 
Authorised signatory

EXECUTED as a **DEED** by

BROAD STREET PRINCIPAL

INVESTMENTS, L.L.C.

a company incorporated in the state of
Delaware acting by Dominick Totino

who, in accordance with the laws of that
territory is acting under the authority of
the company

...

Authorised signatory

EXECUTED as a **DEED** by

BRUCE CAMPBELL

in the presence of:

...

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by **GRACE B. EVENSTAD**
AND HOWARD J. RUBIN as trustees of **GRACE B.**
EVENSTAD QUALIFIED TERMINABLE
INTEREST PROPERTY MARITAL TRUST II

.....

Name: Grace B. Evenstad

in the presence of:

[Redacted Signature]

Signature of Witness


[Redacted Name and Address]

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by **GRACE B. EVENSTAD**
AND HOWARD J. RUBIN as trustees of **GRACE B.**
EVENSTAD QUALIFIED TERMINABLE
INTEREST PROPERTY MARITAL TRUST II

..... 

Name: Howard J. Rubin

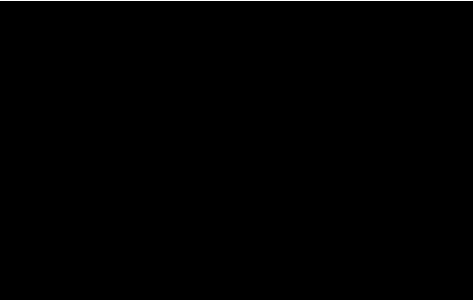
in the presence of:



Signature of Witness

Name of Witness

Address of Witness



Occupation of Witness

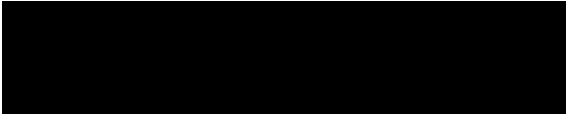
EXECUTED as a **DEED** by **GRACE B. EVENSTAD**

as trustee of **GRACE B. EVENSTAD 2018**

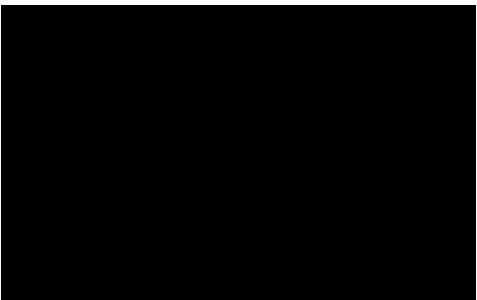
REVOCABLE TRUST

..... 

in the presence of:



Signature of Witness



Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

ACME TOOLS INC

a company incorporated in the state of
Nevada acting by Brent Gutekunst

who, in accordance with the laws of that
territory is acting under the authority of
the company

.....
Authorised signatory

EXECUTED as a **DEED** by **HOWARD J. RUBIN**

AND MARK B. EVENSTAD as trustees of **2008**

NIAGARA TRUST 514

.....

Name: Howard J. Rubin

in the presence of:

[Redacted]

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

[Redacted]


EXECUTED as a **DEED** by **HOWARD J. RUBIN**

AND MARK B. EVENSTAD as trustees of **2008**


NIAGARA TRUST 514


.....
Name: Mark B. Evenstad

in the presence of:


Signature of Witness


Name of Witness


Address of Witness


Occupation of Witness

EXECUTED as a **DEED** by **HOWARD J. RUBIN**

AND MARK B. EVENSTAD as trustees of

GREENWOOD TRUST 514

.....

Name: Mark B. Evenstad

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by **HOWARD J. RUBIN**

AND MARK B. EVENSTAD as trustees of

GREENWOOD TRUST 514

.....

Name: Howard J. Rubin

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

HSBC GLOBAL CUSTODY NOMINEE

(UK) LIMITED acting by a director

Account 685889

Shares 881,000

8 CANADA SQUARE
LONDON
E14 5HQ

Digitally signed
by Neil Evans

Date:

2021.12.02

16:22:01 Z

.....
Name

in the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Occupation of Witness

EXECUTED as a **DEED** by

IVAN GRIFFIN

in the presence of:

.....

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

JACKIE HUNTER

in the presence of:

.....

Signature of Witness

Name of Witness

Address of Witness

.....

.....

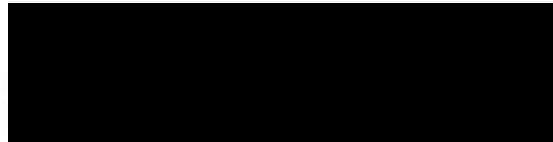
.....

Occupation of Witness

EXECUTED as a DEED by
NORTRUST NOMINEES LIMITED A/C WIX01



MARK TIERNEY
Name



in the presence of:

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness

.....

.....

.....

Occupation of Witness

(Signature page to the Business Combination Agreement)

EXECUTED as a **DEED** by

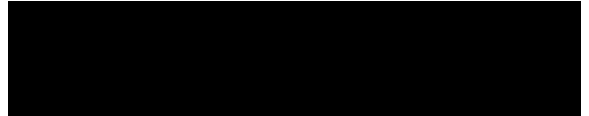
SCHRODERS CAPITAL MANAGEMENT (SWITZERLAND) AG

as agent for and on behalf of

SCHRODER UK PUBLIC PRIVATE TRUST PLC

acting by its authorised signatories

.....

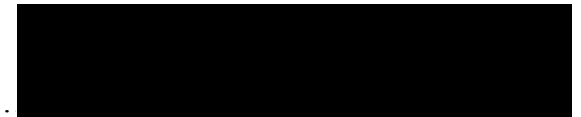


Aimi Thi

.....

Name

.....



Stephanie Aldag

.....

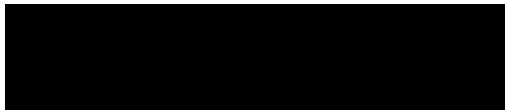
Name

EXECUTED as a **DEED** by
LISCIAD LIMITED
acting by a director

..... 

Kenneth Mulvany
.....
Name

in the presence of:



Signature of Witness



Name of Witness



Address of Witness

.....

.....



Occupation of Witness

EXECUTED as a **DEED** by **MARK B. EVENSTAD**

as trustee of **MARK B. EVENSTAD REVOCABLE**

TRUST

.....

in the presence of:

[Redacted]

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

[Redacted]

EXECUTED as a **DEED** by

MARK EVENSTAD

in the presence of:

.....

Signature of Witness

Name of Witness

Address of Witness

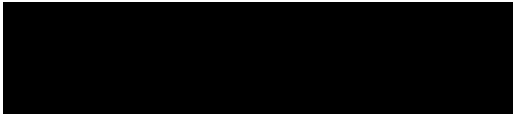
Occupation of Witness

EXECUTED as a **DEED** by
OMNIS INCOME & GROWTH FUND
acting by an authorised signatory

..... 

Dominic Sheridan
.....
Name

in the presence of:



Signature of Witness




Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

PETER RICHARDSON

in the presence of:

.....

.....

Signature of Witness

Name of Witness

Address of Witness

.....

.....

Occupation of Witness

EXECUTED as a **DEED** by

RICHARD FARLEIGH

in the presence of:

.....

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

SCHONFELD STRATEGIC 460 FUND LLC

a company incorporated in the state of

Delaware acting by Schonfeld Strategic Advisors LLC, its investment advisor,

who, in accordance with the laws of that

territory is acting under the authority of

the company



Authorised signatory

Name: Thomas Wynn

Title: Chief Compliance Officer

EXECUTED as a **DEED** by

STEVO KNEZEVIC

in the presence of:

.....

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

TLS BETA PTE LTD.

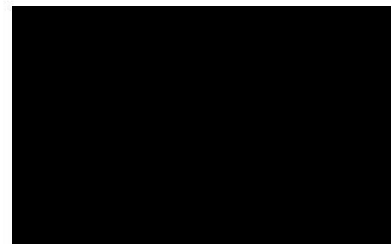
a company incorporated in the state of Singapore

acting by OH BOON HUI STELLA

who, in accordance with the laws of that

territory is acting under the authority of

the company



Authorised signatory



(Signature page to the Business Combination Agreement)

EXECUTED as a **DEED** by

ULF WIINBERG

in the presence of:

...

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

MICHAEL BRENNAN

in the presence of:

...

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

EXECUTED as a **DEED** by

JOANNA SHIELDS

in the presence of:

.....

[Redacted Signature]

[Redacted Signature]

Signature of Witness

Name of Witness

[Redacted Name]

.....

.....

[Redacted Occupation]

Occupation of Witness