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Annex A

EXECUTION VERSION

MERGER AGREEMENT

BY AND AMONG

BABYLON HOLDINGS LIMITED,

LIBERTY USA MERGER SUB, INC.,

AND

ALKURI GLOBAL ACQUISITION CORP.

DATED AS OF JUNE 3, 2021

NO AGREEMENT, ORAL OR WRITTEN, REGARDING OR RELATING TO ANY OF THE MATTERS COVERED BY THIS DRAFT AGREEMENT HAS BEEN ENTERED INTO BETWEEN THE PARTIES. THIS DOCUMENT, IN ITS PRESENT FORM OR AS IT MAY BE HEREAFTER REVISED BY ANY PARTY, WILL NOT BECOME A BINDING AGREEMENT OF THE PARTIES UNLESS AND UNTIL IT HAS BEEN SIGNED BY ALL PARTIES. THE EFFECT OF THIS LEGEND MAY NOT BE CHANGED BY ANY ACTION OF THE PARTIES.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 3, 2021 (the "date hereof"), is made by and among Babylon Holdings Limited, a company limited by shares incorporated under the laws of Jersey with registered number 115471 (the "Company"), Liberty USA Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Alkuri Global Acquisition Corp., a Delaware corporation (the "SPAC") and the Founder and Alkuri Sponsors LLC ("Sponsor") (each of Founder and Sponsor solely for the purposes of Section 1.08). The SPAC, the Company and Merger Sub will each be referred to herein from time to time as a "Party" and, collectively, as the "Parties." Capitalized terms used and not otherwise defined herein have the meanings set forth in Article X below.

WHEREAS, the Company desires to acquire one hundred percent (100%) of the issued and outstanding shares of the SPAC and assume one hundred percent (100%) of the issued and outstanding warrants of the SPAC on the terms and subject to the conditions set forth herein;

WHEREAS, prior to the Effective Time, the Company will undertake an internal reclassification of its shares (the "Reclassification") in accordance with the actions set forth on Schedule A (the "Reclassification Schedule") whereby, among other things, (i) the existing Company Shares will be reclassified into Pubco Class A Shares, other than the existing Company Class A Shares, which will be reclassified as Pubco Class B Shares with super voting rights in replacement for the Founder's pre-Reclassification majority voting right, and (ii) the Company shall adopt an amended and restated Memorandum and Articles of Association in the form attached hereto as Exhibit B (the "Amended and Restated Memorandum and Articles of Association");

WHEREAS, pursuant to the Governing Documents of the SPAC, the SPAC is required to provide an opportunity for its public stockholders to have their outstanding SPAC Shares redeemed for the consideration, and on the terms and subject to the conditions and limitations, set forth in the Governing Documents of the SPAC and the SPAC Trust Agreement (the "Offer");

WHEREAS, Sponsor has delivered to the Company a Voting and Support Agreement, dated as of the date hereof (the "SPAC Voting Agreement"), pursuant to which, among other things, Sponsor has agreed to vote its SPAC Shares in favor of certain matters (including the Merger and certain other proposals of the SPAC set forth in the Proxy Statement), all on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Merger, the SPAC and the Company have obtained commitments from certain investors for a private placement of Pubco Class A Shares (the "PIPE Investment") pursuant to the terms of one or more subscription agreements (each, a "Subscription Agreement"), such private placement to be consummated immediately prior to the consummation of the Merger;

WHEREAS, concurrently with the execution and delivery of this Agreement, in connection with the Merger, the Company, the SPAC, certain stockholders of the SPAC and certain shareholders of the Company have entered into those certain lockup agreements (collectively, the "Lockup Agreement"), substantially in the form set forth on Exhibit C each to be effective upon the Closing;

WHEREAS, concurrently with the execution and delivery of this Agreement, in connection with the Merger, the Company, the SPAC, certain stockholders of the SPAC and certain shareholders of the Company have entered into that certain Registration Rights Agreement (the "Registration Rights Agreement"), substantially in the form set forth on Exhibit D, to be effective upon the Closing;

WHEREAS, concurrently with the execution and delivery of this Agreement, (a) the Company has delivered to SPAC the Company Shareholder Approval by way of the written consents set out on, and exhibited to, Schedule B (the "Consent Schedule") ("Written Consents") executed by holders of Company Shares holding the requisite number of voting rights attaching to such Company Shares to provide the Company Shareholder Approval pursuant to the Governing Documents of the Company and the applicable provisions of the Companies (Jersey) Law 1991; (b) the holders of Company Shares listed at paragraph 8 of the Consent Schedule have entered into Voting and Support Agreements in the form attached hereto as Exhibit A (each, a "Company Voting and Support Agreement") pursuant to which, among other things, such holders have agreed to vote all of their respective shares of capital stock of the Company in favor of, among other things, adopting this Agreement;

WHEREAS, the Written Consents include the approval of the matters set forth on Consent Schedule which include the items set forth on the Reclassification Schedule and other matters set forth herein;

WHEREAS, the board of directors of the SPAC has unanimously approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, and determined to recommend to its shareholders, among other things, the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS, the board of directors of the Company has unanimously approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, and determined to recommend to its shareholders, among other things, the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS, the board of directors of Merger Sub has approved and adopted this Agreement and the transactions contemplated hereby and concurrently herewith the Company is delivering a consent as the sole shareholder of Merger Sub approving and adopting this Agreement and the transactions contemplated hereby; and

WHEREAS, the parties believe the value of the Founder's current Company Class A Shares to be in excess of the implied value per Company Class B Share in the Transactions, but the Founder, the Company and the SPAC were unable to agree on a fixed number of Pubco Class B Shares into which the Founder's current holdings of Company Class A Shares will be redesignated as part of the Reclassification, and as a result, the Founder, the Company and the SPAC have agreed that the Stockholder Earnout Shares will be, subject to the terms of this Agreement, issued to Founder as consideration in connection with the redesignation of Founder's existing Company Class A Shares into Pubco Class B Shares as part of the Reclassification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
THE MERGER; CLOSING

1.01 The Merger.

(a) Subject to the terms and conditions hereof and in accordance with the applicable provisions of the DGCL, on the Closing Date, Merger Sub will merge with and into the SPAC (the "Merger") at the Effective

Time, whereupon the separate existence of Merger Sub will cease, and the SPAC will continue as the surviving company (the "Surviving Company").

(b) At the Closing, the Merger shall be consummated in accordance with this Agreement and the DGCL and evidenced by a certificate of merger between Merger Sub and the SPAC (the "Certificate of Merger"), such Merger to be consummated immediately upon filing of the Certificate of Merger or at such later time as may be agreed by the SPAC and the Company in writing and specified in the Certificate of Merger (the "Effective Time").

(c) At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property of every description, rights, business, undertakings, goodwill, benefits, immunities and privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of Merger Sub and the SPAC shall become the property, rights, business, undertakings, goodwill, benefits, immunities and privileges, agreements, powers and franchises, debts, Liabilities, duties and obligations of the Surviving Company, which shall include the assumption by the Surviving Company of any and all agreements, covenants, duties and obligations of Merger Sub and the SPAC set forth in this Agreement to be performed after the Effective Time.

(d) If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of Merger Sub and the SPAC, the officers and directors of Merger Sub and the SPAC are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

1.02 Effect on Outstanding Shares. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the SPAC, Merger Sub, the Company or their respective stockholders:

(a) the stock transfer books of the SPAC shall be closed and there shall be no further registration of transfers of SPAC Shares thereafter on the records of the SPAC. From and after the Effective Time, the holders of stock certificates outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such SPAC shares except as otherwise provided for herein. If, after the Effective Time, stock certificates or book-entry shares are presented to the Surviving Company for any reason, they shall be cancelled and exchanged as provided in this Agreement.

(b) Each SPAC Share issued and outstanding immediately prior to the Effective Time (which excludes Excluded Shares, if any) will be automatically converted into the right to receive the Per Share Merger Consideration.

(c) Each SPAC Share, if any, held immediately prior to the Effective Time in treasury by the SPAC or by the Company (collectively, the "Excluded Shares") will be automatically canceled and no payment will be made with respect thereto.

(d) Each outstanding SPAC Warrant shall be assumed by the Company and automatically converted into a warrant that will be issued by the Company to each holder of SPAC Warrants and will allow such holder to

purchase Pubco Class A Shares (collectively, the "Assumed Warrants"). Each Assumed Warrant shall (i) constitute the right to acquire a number of Pubco Class A Shares equal to (in each case, as rounded down to the nearest whole number) the product of (A) the Per Share Merger Consideration, *multiplied* by (B) the number of SPAC Shares subject to the unexercised portion of such outstanding Warrant, and (ii) have an exercise price per Pubco Class A Share equal to (in each case, as rounded up to the nearest whole cent) the quotient of (A) the exercise price per share of such outstanding Warrant prior to its assumption, *divided* by (B) the Per Share Merger Consideration. The Company shall take all corporate action necessary to have a sufficient number of authorized but unissued Pubco Class A Shares that can be issued and allotted upon exercise of the Assumed Warrants in accordance with this Section 1.02(d) and the terms of the instrument constituting the Assumed Warrants.

(e) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time will be automatically converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Company.

1.03 Organizational Documents. At the Effective Time, the certificate of incorporation of the SPAC and the bylaws of the SPAC, each as in effect immediately prior to the Effective Time, shall be amended and restated in their entireties to be the Surviving Company Charter and the Surviving Company Bylaws, respectively, until thereafter supplemented or amended in accordance with their terms and the DGCL.

1.04 Directors and Officers. Immediately after the Effective Time, the board of directors and officers of Merger Sub prior to the Effective Time shall be the initial board of directors and officers of the Surviving Company.

1.05 Withholding. Notwithstanding any provision contained herein to the contrary, each of the Company, Merger Sub, the Exchange Agent, each of their respective Affiliates and any other Person making a payment under this Agreement (each, a "Payor") will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of Tax Law (including deducting and withholding from amounts payable in-kind but required to be remitted in cash to the applicable taxing authority). Without limiting the foregoing, Payor shall use commercially reasonable efforts to, at least five (5) Business Days prior to the Closing, (a) notify the SPAC of any anticipated withholding, (b) consult with the SPAC in good faith to determine whether such deduction and withholding in respect of holders of Equity Securities of the SPAC is required and (c) reasonably cooperate with the SPAC Shareholders to minimize the amount of any such applicable withholding. Each Payor will timely pay, or will cause to be timely paid, all amounts so deducted or withheld to the appropriate taxing authority within the period required under applicable Law. Any amount deducted or withheld pursuant to this Section 1.05 and remitted to the applicable taxing authority will be treated for all purposes of this Agreement as having been paid to such Person in respect of such deduction and withholding.

1.06 Payment Methodology.

(a) Prior to the Effective Time, the SPAC, the Company and the Exchange Agent will enter into an exchange agent agreement (the "Exchange Agent Agreement"), and at or prior to the Effective Time, the Company will issue to the SPAC Holders the Merger Consideration to be issued in respect of the SPAC Shares pursuant to Section 1.02(b).

(b) After the Closing the Company will promptly issue and allot, credited as fully paid, or cause to be issued and allotted, credited as fully paid, to such SPAC Shareholder (and the Company will direct the Exchange

Agent to take all necessary action to record and effect the same) the number of Pubco Class A Shares equal to the Per Share Merger Consideration multiplied by the number of SPAC Shares registered in the name of by such SPAC Shareholder immediately prior to the Effective Time (the "Merger Consideration").

(c) Any Merger Consideration that is to be issued to SPAC Shareholders under this Agreement will be issued directly to the registered SPAC Shareholders. Any fractional shares of Per Share Merger Consideration or fractional interest of Merger Consideration which would be issued under this Agreement, shall be handled in accordance with the Amended and Restated Memorandum and Articles of Association. If any portion of the Merger Consideration is to be issued to a Person other than the Person in whose name the relevant SPAC Shares were registered immediately prior to the Effective Time, it shall be a condition to such delivery that (i) the transfer of such SPAC Shares shall have been permitted in accordance with the terms of the SPAC's Governing Documents, as in effect immediately prior to the Effective Time, (ii) the certificate of such SPAC Shares shall be properly endorsed or shall otherwise be in proper form for transfer, (iii) the recipient of such portion of the Merger Consideration, or the Person in whose name such portion of the Merger Consideration is issued, shall have already executed and delivered counterparts to such other documents as are reasonably deemed necessary by the Surviving Company or the Company, and (iv) the Person requesting such delivery shall pay to the Company any transfer or other Taxes required as a result of such delivery to a Person other than the registered holder of such certificate of SPAC Shares or establish to the satisfaction of the Surviving Company and the Company that such Tax has been paid or is not payable.

1.07 The Closing. The closing of the Merger (the "Closing") will take place electronically by the exchange of the closing deliverables by the means provided in Article VII hereof as promptly as reasonably practicable, but in no event later than the third (3rd) Business Day, following the satisfaction (or, to the extent permitted by applicable Law, waiver) of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to satisfaction or waiver of such conditions) (the "Closing Date") or at such other place, date and/or time as the SPAC and the Company may agree in writing.

1.08 Earnout.

(a) *Issuance of Sponsor Earnout Shares*. The Sponsor agrees, in accordance with the SPAC Voting Agreement, that the Pubco Class A Shares issued, at the Effective Time pursuant to Section 1.02, upon the cancellation and conversion of 1,293,750 shares of SPAC Class B Common Stock (such Pubco Class A Shares, the "Sponsor Earnout Shares") shall become subject to the certain conversion and redemption rights conditioned upon certain trigger provisions of clause (d) of this Section 1.08 and the Amended and Restated Memorandum and Articles of Association. The Sponsor will immediately become the legal and beneficial owner of the Sponsor Earnout Shares, but they will be subject to (a) transfer restrictions as set out in Section 1.08(c) and (d) and (b) conversion into a redeemable class of Company shares in accordance with Section 1.08(d)(v) and the Amended and Restated Memorandum and Articles of Association (the "Sponsor Earnout Share Conversion Right"). The Sponsor will be shown as the registered owner of the Sponsor Earnout Shares on the books and records of the Company evidencing such shares, and shall, subject to the remaining provisions of this Section 1.08, have all rights with respect to such shares of Pubco Class A Shares during the period of time in which such Pubco Class A Shares have not been converted pursuant to the Sponsor Earnout Share Conversion Right (including the right to vote such shares and the right to receive on a current basis any cash dividends or other distributions made with respect to such shares; provided, however that (i) the Sponsor Earnout Shares shall not have any right to receive capital on a liquidation, dissolution or winding-up of the Company; and (ii) any dividends or other distributions that are due to be paid with respect to any Sponsor Earnout Shares shall be held

by the Company on behalf of the Sponsor, in each case, until such time as such Sponsor Earnout Shares have been released from the Sponsor Earnout Share Conversion Right).

(b) *Issuance of Stockholder Earnout Shares*. In consideration for the Founder's consenting to the Transactions and in connection with the exchange of Founder's Company Class A Shares for Pubco Class B Shares in the Reclassification, the Company shall issue to the Founder at the Closing, 38,800,000 Pubco Class B Shares (the "Stockholder Earnout Shares," and, together with the Sponsor Earnout Shares, the "Earnout Shares"), which shall be subject to the certain conversion and redemption rights conditioned upon certain trigger provisions of clause (d) of this Section 1.08 and the Amended and Restated Memorandum and Articles of Association. The Founder will immediately become the legal and beneficial owner of the Stockholder Earnout Shares, but they will be subject to (a) transfer restrictions as set out in Section 1.08(c) and (d) and (b) conversion into a redeemable class of Company shares in accordance with Section 1.08(d)(v) and the Amended and Restated Memorandum and Articles of Association (the "Founder Earnout Share Conversion Right" and, together with the Sponsor Earnout Share Conversion Right, the "Earnout Share Conversion Rights"). The Founder will be shown as the registered owner of the Stockholder Earnout Shares on the books and records of the Company evidencing such shares, and shall, subject to the remaining provisions of this Section 1.08, have all rights with respect to such shares of Pubco Class B Shares during the period of time in which such Pubco Class B Shares have not been converted pursuant to Founder Earnout Share Conversion Right (including the right to vote such shares and the right to receive on a current basis any cash dividends or other distributions made with respect to such shares; provided, however that the following restrictions shall apply and the Founder shall irrevocably waive the following rights unless the Stockholder Earnout Shares have been released from the Founder Earnout Share Conversion Right (i) the Stockholder Earnout Shares shall not have any right to receive capital on a liquidation, dissolution or winding-up of the Company; and (ii) any dividends or other distributions that are due to be paid with respect to any Stockholder Earnout Shares shall be held by the Company on behalf of the Founder until such time as such Stockholder Earnout Shares have been released from the Founder Earnout Share Conversion Right). The Founder and the Company will jointly enter into a UK tax election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 within fourteen (14) days of the issuance of the Stockholder Earnout Shares.

(c) *Procedures Applicable to the Earnout Shares*

(i) The Earnout Shares shall not be transferable while subject to the Earnout Share Conversion Rights. Upon the issuance of the Earnout Shares, in addition to any legends to reflect applicable transfer restrictions under applicable Laws, each certificate representing the Earnout Shares shall be stamped or otherwise imprinted with the following legend:

> "THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF CERTAIN CONVERSION AND REDEMPTION PROVISIONS SET FORTH IN SECTION 1.08 OF THAT CERTAIN AGREEMENT AND PLAN OF MERGER, DATED AS OF JUNE 3, 2021, BETWEEN THE HOLDER HEREOF AND THE ISSUER, AS WELL AS THE AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION, AS AMENDED, AND MAY ONLY BE SOLD OR TRANSFERRED UPON THE TERMINATION OF THE EARNOUT SHARE CONVERSION RIGHT IN ACCORDANCE WITH THE TERMS THEREOF."

(ii) Promptly upon the occurrence of any triggering event described in Section 1.08(d), or as soon as practicable after the Company becomes aware of the occurrence of such triggering event or receives written notice of such triggering event from the Sponsor or the Founder, (A) the Company shall instruct the Company's transfer agent in consultation with the Sponsor or the Founder as applicable, to remove the aforementioned

legend restricted transfer and (B) the respective Earnout Share Conversion Right shall terminate with respect to the relevant Earnout Shares.

(d) *Release of Earnout Shares from the Earnout Share Conversion Rights*. The following conditions must be met in order for the applicable portion of the Earnout Shares to be released from the Earnout Share Conversion Rights:

(i) (A) one-quarter of the Stockholder Earnout Shares will be released from the Founder Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, after the date which is nine months following the Closing Date (the "Stockholder Vesting Start Date") but on or prior to the fifth (5th) anniversary of the Stockholder Vesting Start Date: (x) the VWAP of shares of the Company's Class A Common Stock equals or exceeds $12.50 per share for twenty (20) of any thirty (30) consecutive trading days commencing after the Closing on the Nasdaq or any other national securities exchange, as applicable or (y) if the Company consummates a transaction which results in all the stockholders of the Company having the right to exchange all of their shares for cash, securities or other property (a "Change of Control Transaction") having a value equaling or exceeding $12.50 per share (for any non-cash proceeds, as determined based on the agreed valuation set forth in the applicable definitive agreements for such transaction or, in the absence of such valuation, as determined in good faith by the Company Board) ("Per Share Proceeds") and (B) one-quarter of the Sponsor Earnout Shares will be released from the Sponsor Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, on or prior to the fifth (5th) anniversary of the Closing Date: (x) the closing trading price of the Company's Class A Common Stock on the Nasdaq or any other national securities exchange, as applicable equals or exceeds $12.50 per share for any trading day after and including the Closing Date, or (y) if the Company consummates a Change of Control Transaction;

(ii) (A) one-quarter of the Stockholder Earnout Shares will be released from the Founder Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, after the Stockholder Vesting Start Date but on or prior to the fifth (5th) anniversary of the Stockholder Vesting Start Date: (x) the VWAP of shares of the Company's Class A Common Stock equals or exceeds $15.00 per share for twenty (20) of any thirty (30) consecutive trading days commencing after the Closing on the Nasdaq or any other national securities exchange, as applicable or (y) if the Company consummates a Change of Control Transaction with Per Share Proceeds equaling or exceeding $15.00 per share and (B) one-quarter of the Sponsor Earnout Shares will be released from the Sponsor Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, on or prior to the fifth (5th) anniversary of the Closing Date: (x) the closing trading price of the Company's Class A Common Stock on the Nasdaq or any other national securities exchange, as applicable equals or exceeds $15.00 per share for any trading day after and including the Closing Date, or (y) if the Company consummates a Change of Control Transaction;

(iii) (A) one-quarter of the Stockholder Earnout Shares will released from the Founder Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, after the Stockholder Vesting Start Date but on or prior to the fifth (5th) anniversary of the Stockholder Vesting Start Date: (x) the VWAP of shares of the Company's Class A Common Stock equals or exceeds $17.50 per share for twenty (20) of any thirty (30) consecutive trading days commencing after the Closing on the Nasdaq or any other national securities exchange, as applicable or (y) if the Company consummates a Change of Control Transaction with Per Share Proceeds equaling or exceeding $17.50 per share and (B) one-quarter of the Sponsor Earnout Shares will be released from the Sponsor Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, on or prior to the fifth (5th) anniversary of the Closing Date: (x) the closing trading price of the Company's Class A Common Stock on the Nasdaq or any other national securities exchange, as applicable equals or exceeds $17.50

per share for any trading day after and including the Closing Date, or (y) if the Company consummates a Change of Control Transaction;

(iv) (A) one-quarter of the Stockholder Earnout Shares will be released from the Founder Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, after the Stockholder Vesting Start Date but on or prior to the fifth (5th) anniversary of the Stockholder Vesting Start Date: (x) the VWAP of shares of the Company's Class A Common Stock equals or exceeds $20.00 per share for twenty (20) of any thirty (30) consecutive trading days commencing after the Closing on the Nasdaq or any other national securities exchange, as applicable or (y) if the Company consummates a Change of Control Transaction with Per Share Proceeds equaling or exceeding $20.00 per share and (B) one-quarter of the Sponsor Earnout Shares will be released from the Sponsor Earnout Share Conversion Right, in accordance with Section 1.08(c)(ii) if, on or prior to the fifth (5th) anniversary of the Closing Date: (x) the closing trading price of the Company's Class A Common Stock on the Nasdaq or any other national securities exchange, as applicable equals or exceeds $20.00 per share for any trading day after and including the Closing Date, or (y) if the Company consummates a Change of Control Transaction.

(v) if any the conditions set forth in any of Sections 1.08(d)(i), 1.08(d)(ii), 1.08(d)(iii) or 1.08(d)(iv) have not been satisfied (A) in the case of each of the Stockholder Earnout Shares, at the fifth (5th) anniversary of the Stockholder Vesting Start Date, or the Sponsor Earnout Shares, at the fifth (5th) anniversary of the Closing Date, (B) upon the consummation of a Change of Control Transaction or (C) immediately prior to any other liquidation, dissolution or winding up of the Company, any Earnout Shares not released from the applicable Earnout Share Conversion Right shall be deemed to automatically and irrevocably convert to Deferred Shares, and following such conversion, shall be redeemed from the Founder or Sponsor, as applicable, by the Company, in each case in accordance with the Amended and Restated Memorandum and Articles of Association and the Founder shall not have any right to retain such Stockholder Earnout Shares or any benefit therefrom and the Sponsor shall not have any right to retain such Sponsor Earnout Shares or any benefit therefrom.

(e) For the avoidance of doubt, if the condition for more than one triggering event is met pursuant to Section 1.08(d), then all of the Earnout Shares to be released from the Earnout Share Conversion Right in connection with each such triggering event shall be so released.

(f) For the avoidance of doubt, it is not a condition to the release of any Stockholder Earnout Shares from the Founder Earnout Share Conversion Right that the Founder remain an employee of the Company or any of its Affiliates.

(g) The Pubco Share price targets set forth in Sections 1.08(d)(i), 1.08(d)(ii), 1.08(d)(iii)or 1.08(d)(iv) shall be equitably adjusted for any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event affecting the Pubco Shares after the date of this Agreement.

(h) Founder shall be responsible for, shall pay, and shall reimburse the Company in respect of, any Taxes relating to withholding required to be made (excluding, for the avoidance of doubt, any employer National Insurance contributions) and the employee portion of any employment, payroll, social security or similar Taxes with respect to or in connection with the issuance of the Stockholder Earnout Shares pursuant to the provisions of this Agreement. The Founder shall cooperate with the Company with respect to Tax matters relating to the Stockholder Earnout Shares, including providing the Company with such information that the Company requires to determine the Founder's Tax residency or other Tax status.

(i) If any of the conditions set forth in any of Sections 1.08(d)(i), 1.08(d)(ii), 1.08(d)(iii) or 1.08(d)(iv) have not been satisfied, in the case of each of the Stockholder Earnout Shares upon the events referred to in (A) to (C) in Section 1.08(d)(v), Founder shall not take any action to prevent the conversion of such Shares to Deferred Shares.

(j) For U.S. federal income Tax purposes, the Parties intend that the Stockholder Earnout Shares issued to the Founder pursuant to Section 1.08(b) be treated as consideration received by the Founder in respect of the Transactions.

1.09 Adjustment to the Per Share Merger Consideration. In the event of any change in (i) the number of Pubco Shares, or securities convertible or exchangeable into or exercisable for Pubco Shares, other than as contemplated by the Reclassification, or (ii) the number of the SPAC, or securities convertible or exchangeable into or exercisable for SPAC Shares, in each case issued and outstanding after the date of this Agreement and prior to the Effective Time by reason of any stock split, reverse stock split (consolidation), stock dividend, subdivision, reclassification, recapitalization, combination, exchange of shares or similar, the Per Share Merger Consideration shall be equitably adjusted to reflect the effect of such change and, as so adjusted, shall from and after the date of such event, be the Per Share Merger Consideration. For the avoidance of doubt, no adjustment shall be made if shares of SPAC capital stock are issued or sold upon the exercise or conversion of any outstanding option, warrant or other convertible interest of the Company.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SPAC

Except as set forth in the sections of the disclosure letter prepared by the SPAC (the "SPAC Disclosure Letter") and dated as of, the date of this Agreement (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant if specified therein, and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent on its face) or in the SEC Reports filed or furnished by the SPAC prior to the date hereof (excluding any disclosures in such SEC Reports under the headings "Risk Factors", "Forward Looking Statements" or "Qualitative Disclosures About Market Risk" and other disclosures that are predictive, cautionary or forward looking in nature), the SPAC represents and warrants to the Company and Merger Sub as follows:

2.01 Organization and Power. The SPAC is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and perform its obligations hereunder and thereunder. There is no pending, or to the SPAC's Knowledge, threatened, action for the dissolution, liquidation or insolvency of the SPAC.

2.02 Authorization. Subject to receipt of the SPAC Shareholder Approval, the execution, delivery and performance of this Agreement and the other Transaction Document to which it is a party by the SPAC and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action, and no other proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement and the other Transaction Document to which it is a party. This Agreement has been duly executed and delivered by the SPAC and, assuming that this Agreement is a valid and binding obligation of the Company and Merger Sub, this Agreement constitutes a valid and binding obligation of the SPAC, enforceable in

accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity).

2.03 No Violations. Subject to (a) receipt of the SPAC Shareholder Approval, (b) the filing of the Certificate of Merger, and (c) compliance with and filings under the federal securities Laws, any U.S. state or foreign securities or "blue sky" laws and the rules and regulations of Nasdaq, the execution and delivery of this Agreement by the SPAC and the execution and delivery of other Transaction Documents to which the SPAC is party do not and will not, and the performance and compliance with the terms and conditions hereof and thereof by the SPAC and the consummation of the Transactions by the SPAC will not (with or without notice or passage of time, or both):

(a) violate or conflict with any of the provisions of the SPAC's Governing Documents; or

(b) violate, conflict with, result in a breach or constitute a default under any provision of, or require any notice, filing, consent, authorization or approval under, any Legal Requirement binding upon the SPAC.

2.04 Capitalization; Subsidiaries.

(a) Section 2.04(a) of the SPAC Disclosure Letter sets forth a true and complete statement as of the date of this Agreement of the number and class or series (as applicable) of the issued and outstanding SPAC Shares and SPAC Warrants. All outstanding Equity Securities of the SPAC have been duly authorized and validly issued and are fully paid and non-assessable. The issuance of Post-Closing SPAC Shares upon the exercise or conversion, as applicable, of Equity Securities that are derivative securities, will, upon exercise or conversion in accordance with the terms of such Equity Securities against payment, therefore, be duly authorized, validly issued, fully paid, and non-assessable. Except as set forth in Section 2.04(a) of the SPAC Disclosure Letter, such Equity Securities (i) were not issued in violation of the Governing Documents of the SPAC or any applicable Law, and (ii) are not subject to any preemptive rights, call option, right of first refusal, subscription rights, transfer restrictions or similar rights of any Person (other than transfer restrictions under applicable Securities Laws or under the Governing Documents of the SPAC) and were not issued in violation of any preemptive rights, call option, right of first refusal, subscription rights, transfer restrictions or similar rights of any Person. Except for the SPAC Shares and SPAC Warrants set forth on Section 2.04(a) of the SPAC Disclosure Letter (subject to any SPAC Shareholder redemptions), immediately prior to Closing, there shall be no other outstanding Equity Securities of the SPAC. Except as disclosed in the SPAC SEC Reports, in Section 2.04(b) of the SPAC Disclosure Letter, as expressly contemplated by this Agreement, the other Transaction Documents or the Transactions or as otherwise mutually agreed to by the Company and the SPAC, there are no outstanding (i) equity appreciation, phantom equity or profit participation rights, or (ii) options, restricted stock, phantom stock, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or first offer or other Contracts that could require the SPAC, and, except as expressly contemplated by this Agreement, the other Transaction Documents or the Transactions or as otherwise mutually agreed in writing by the Company and the SPAC, there is no obligation of the SPAC, to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Securities or securities convertible into or exchangeable for Equity Securities of the SPAC. Except as disclosed in the SPAC SEC Reports or the SPAC's Governing Documents, there are no outstanding contractual obligations of the SPAC to repurchase, redeem or otherwise acquire any securities or Equity Securities of the SPAC. Except as disclosed in the SPAC SEC Reports or in Section 2.04(b) of the SPAC Disclosure Letter, there are no outstanding bonds, debentures, notes or other Indebtedness of the SPAC having the right to vote (or convertible into, or exchangeable for, securities having the

right to vote) on any matter for which SPAC Shareholders may vote. Except as disclosed in the SPAC SEC Reports or in Section 2.04(b) of the SPAC Disclosure Letter, the SPAC is not a party to any stockholders' agreement, voting agreement or registration rights agreement relating to the SPAC Shares or any other Equity Securities of the SPAC. The SPAC does not own any Equity Securities in any other Person or have any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any Equity Securities, or any securities or obligations exercisable or exchangeable for or convertible into any Equity Securities, of such Person.

(b) The SPAC has no Subsidiaries and does not own, directly or indirectly, any Equity Securities in any Person, whether incorporated or unincorporated. The SPAC is not party to any Contract that obligates the SPAC to invest money in, loan money to or make any capital contribution to any other Person.

2.05 Governmental Consents, Etc.

Except for (a) receipt of the SPAC Shareholder Approval, (b) the applicable requirements of the federal securities Laws, any U.S. state or foreign securities or "blue sky" laws, and the rules and regulations of Nasdaq, (c) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, and (d) the pre-merger notification requirements of the HSR Act, the SPAC is not required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or performance by it of this Agreement or the other Transaction Documents or the consummation of the Transactions, and no consent, approval or authorization of any Governmental Entity or any other party or Person is required to be obtained by the SPAC in connection with its execution, delivery and performance of this Agreement or the other Transaction Documents or the consummation of the Transactions.

2.06 Legal Proceedings. There are no pending or, to the SPAC's Knowledge, threatened Legal Proceedings, in each case, against the SPAC including, any that (a) challenges the validity or enforceability of the SPAC's obligations under this Agreement or the other Transaction Documents to which the SPAC is party, or (b) seeks to prevent, delay or otherwise would reasonably be expected to adversely affect the consummation by the SPAC of the transactions contemplated herein or therein or otherwise result in a SPAC Material Adverse Effect.

2.07 SEC Filings and Financial Statements.

(a) The SPAC has timely filed or furnished all forms, reports, schedules, forms, statements and other documents required to be filed by it with the SEC (collectively, as they have been amended since the time of their filing and including all exhibits and supplements thereto, the "SEC Reports"), and, as of the Closing, will have filed or furnished all other statements, reports, schedules, forms, statements and other documents required to be filed or furnished with the SEC subsequent to the date of this Agreement. The SEC Reports did not at the time they were filed with the SEC (except to the extent that information contained in any SEC Report has been superseded by a later timely filed SEC Report) 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.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the SEC Reports was prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by

Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations and cash flows of the SPAC as at the respective dates thereof and for the respective periods indicated therein.

(c) Except as and to the extent set forth on the balance sheet of the SPAC at March 31, 2021, including the notes thereto (as set forth in the SPAC's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021 on file with the SEC, the "SPAC Subject Balance Sheet"), the SPAC has no liability or obligation of any nature (whether accrued, absolute, contingent or otherwise), of the type required to be reflected on a consolidated balance sheet prepared in accordance with GAAP except for (i) liabilities and obligations incurred since the date of the SPAC Subject Balance Sheet in the Ordinary Course of Business that are not, individually or in the aggregate, material to the SPAC and do not result from or arise out of any material breach of or material default under any material contract, material breach of warranty, tort, material infringement or material violation of Law; (ii) liabilities and obligations incurred in connection with the Transactions; and (iii) liabilities and obligations which are not, individually or in the aggregate, material to the SPAC.

(d) The SPAC has heretofore furnished to the Company and Merger Sub complete and correct copies of all amendments and modifications that have not been filed by the SPAC with the SEC to all agreements, documents and other instruments that previously had been filed by the SPAC with the SEC and are currently in effect.

(e) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the SPAC SEC Reports. None of the SPAC SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

(f) To the SPAC's Knowledge each director and executive officer of the SPAC has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations thereunder.

(g) The SPAC has timely filed and made available to the Company and Merger Sub all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to any SEC Report (the "SPAC Certifications"). Each of the SPAC Certifications is true and correct in all material respects. The SPAC maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act; such controls and procedures are reasonably designed to ensure that all material information concerning the SPAC is made known on a timely basis to the individuals responsible for the preparation of the SPAC's SEC filings and other public disclosure documents. As used in this Section 2.07, the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(h) The SPAC maintains a standard system of accounting established and administered in accordance with GAAP. The SPAC has designed and maintains a system of internal controls over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The SPAC maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability in all material respects.

(i) Neither the SPAC nor, to the Knowledge of the SPAC, any manager, director, officer, employee, auditor, accountant or Representative of the SPAC has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the SPAC or their respective internal accounting controls, including any complaint, allegation, assertion or claim that the SPAC has engaged in questionable accounting or auditing practices. No attorney representing the SPAC, whether or not employed by the SPAC, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the SPAC or any of its officers, directors, employees or agents to the SPAC Board (or any committee thereof) or to any director or officer of the SPAC.

(j) To the SPAC's Knowledge, as of the date hereof, no employee of the SPAC has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any applicable Law. As of the date hereof, neither the SPAC nor, to the SPAC's Knowledge, any officer, employee, contractor, subcontractor or agent of the SPAC has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the SPAC in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. § 1514A(a).

2.08 Absence of Certain Changes. Except as set forth on Section 2.08 of the SPAC Disclosure Letter during the period from the date of the SPAC Subject Balance Sheet to the date hereof, the SPAC has conducted its business in the Ordinary Course of Business and:

(a) there has not been a SPAC Material Adverse Effect;

(b) the SPAC has not declared, set aside or paid any dividend or other distribution or payment in respect of its Equity Securities;

(c) the SPAC has not sold, assigned, transferred, conveyed, leased or otherwise disposed of any material portion of its assets or incurred any Indebtedness;

(d) the SPAC has not made any loans, advances, or capital contributions to, or investments in, any Person;

(e) the SPAC has not (i) increased the base salary or base wages payable to any of its officers or employees other than increases made in the Ordinary Course of Business, (ii) increased severance obligations payable to any of its officers or employees, or (iii) made or committed to make any bonus payment to any of its officers or employees other than payments or arrangements in the Ordinary Course of Business;

(f) the SPAC has not acquired by merger, consolidation or otherwise any business of any Person or division thereof;

(g) there has not been any casualty event that has resulted in or is reasonably likely to result in a loss in excess of $500,000, whether or not covered by insurance;

(h) there has not been any material change by the SPAC in accounting or Tax reporting principles, methods or policies;

(i) the SPAC has not made or rescinded any material election relating to Taxes, settled or compromised any material Claim relating to Taxes, or amended any material Tax Return;

(j) the SPAC has not settled any material Legal Proceedings; and

(k) the SPAC has not agreed or committed, whether orally or in writing, to do any of the foregoing.

2.09 SPAC Trust Amount. As of the day immediately preceding the date hereof, the SPAC Trust has a rounded-off balance of no less than $345,000,000 (the "SPAC Trust Amount"). Such monies are invested solely in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, and held in trust by Continental Stock Transfer & Trust Company pursuant to the SPAC Trust Agreement. The SPAC Trust Agreement is valid and in full force and effect and enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, and has not been amended or modified. There are no separate agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied) that would cause the description of the SPAC Trust Agreement in the SEC Reports to be inaccurate in any material respect or that would entitle any Person (other than (a) the underwriters of the SPAC's initial public offering for deferred underwriting commissions as described in the SEC Reports, (b) holders of SPAC Shares who shall have elected to redeem their SPAC Shares pursuant to the SPAC's Governing Documents, or (c) if the SPAC fails to complete a business combination within the allotted time period set forth in the Governing Documents of the SPAC and liquidates the trust account (the "Trust Account"), subject to the terms of the SPAC Trust Agreement, the SPAC (in limited amounts to permit the SPAC to pay the expenses of the Trust Account's liquidation, dissolution and winding up of the SPAC) and then the SPAC Shareholders) to any portion of the proceeds in the SPAC Trust. Prior to the Closing, none of the funds held in the SPAC Trust may be released except (x) to pay income and other Tax obligations from any interest income earned in the SPAC Trust, (y) to redeem SPAC Shares in accordance with the provisions of the SPAC's Governing Documents, or (z) to pay deferred underwriting commissions (the "Permitted Releases").

2.10 Broker. Except as set forth on Section 2.10 of the SPAC Disclosure Letter, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any agreement made by or on behalf of the SPAC.

2.11 Solvency. The SPAC is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of the SPAC.

2.12 SPAC Information. None of the information supplied or to be supplied by the SPAC or any of its Affiliates expressly for inclusion in the SEC Reports, mailings to the SPAC Shareholders with respect to the Offer or the Merger, any supplements thereto or in any other document filed with any Governmental Entity in connection herewith, will, at the date of filing or mailing, 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 (subject to the qualifications and limitations set forth in the materials provided by the SPAC or that is included in the applicable filings). No representation or warranty is made by the SPAC with respect to statements made or incorporated by reference therein based on information supplied or to be supplied by, the SPAC, the SPAC Shareholders or any of their respective Affiliates.

2.13 Listing. The SPAC Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq as of the date hereof. As of the date hereof, there is no Legal Proceeding pending or,

to the SPAC's Knowledge, threatened in writing against the SPAC by the SEC with respect to the deregistration of the SPAC Shares under the Exchange Act. As of the date hereof, there is no Legal Proceeding pending or, to the SPAC's Knowledge, threatened in writing against the SPAC by Nasdaq with respect to the delisting of the SPAC Shares on Nasdaq. The SPAC has taken no action that is designed to terminate the registration of the SPAC Shares under the Exchange Act.

2.14 Affiliate Transactions. Other than (i) for payment of salary and benefits for services rendered, (ii) reimbursement for expenses incurred on behalf of the SPAC, (iii) with respect to any Person's ownership of shares or other securities of the SPAC, or (iv) as set forth in Section 2.14 of the SPAC Disclosure Letter, there are no Contracts under which there are any existing or future Liabilities or obligations between the SPAC, on the one hand, and, on the other hand, any (y) present or former manager, employee, officer or director of the SPAC or any of its Subsidiaries or (z) record or beneficial owner of five percent (5%) or more of the outstanding SPAC Shares as of the date hereof.

2.15 SPAC Contracts. As of the date hereof, the SPAC is not party to any Contract other than (a) nondisclosure agreements (containing customary terms) to which the SPAC is a party that were entered into in the Ordinary Course of Business, and (b) those entered into in connection with the Transactions.

2.16 Intellectual Property. The SPAC does not own or license the right to use any patents, copyrights, trademarks, trade secrets, know-how or software, and none are or ever have been necessary for the operation of its business. To the knowledge of the SPAC, as of the date hereof, the SPAC is not infringing, misappropriating or otherwise violating, and except as set forth on Section 2.16 of the SPAC Disclosure Letter, has never infringed, misappropriated or otherwise violated, the Intellectual Property Rights of any Person. Except as set forth on Section 2.16 of the SPAC Disclosure Letter, as of the date hereof, there are no claims pending or, to the Knowledge of the SPAC, threatened alleging that the SPAC is currently infringing upon, misappropriating or using in an unauthorized manner or violating the Intellectual Property Rights of any Person, and the SPAC is unaware of any facts which would form a reasonable basis for any such claim. The SPAC is not, nor will it be as a result of the execution and delivery of this Agreement or the performance of its obligations under this Agreement, in breach of any license, sublicense or other Contract relating to any Intellectual Property Rights. The SPAC is not a party, or otherwise subject to, any Contract that would be a Material Contract relating to Intellectual Property Rights, if a Company Entity were a party to such Contract, and none are or have ever been necessary for the operation of its business.

2.17 Employees.

(a) Other than the officers of the SPAC, the SPAC does not have any employees and has not previously had any employees. Section 2.17(a) of the SPAC Disclosure Letter lists each officer of the SPAC and their respective titles. As of the date hereof, no officer of the SPAC receives or has received any cash compensation (including base salary or cash bonuses).

(b) As of the date hereof, the SPAC is not, nor has ever been, a party to or bound by any collective bargaining agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. There has been no organizational effort made or, to the Knowledge of the SPAC, threatened, either currently or since the date of organization of the SPAC, by or on behalf of any labor union with respect to the service providers of the SPAC. Except as would not reasonably be expected to have a SPAC Material Adverse Effect, the SPAC is in compliance with all applicable Laws respecting labor, employment, fair employment practices (including equal employment opportunity laws), terms and conditions of employment,

classification of employees, workers' compensation, occupational safety and health, immigration, affirmative action, plant closings, and wages and hours. To the extent wages, salaries and other cash payments were made to its officers, the SPAC has, as of the date hereof, withheld all amounts required by applicable Laws or by Contract to be withheld such payments; and is not liable for any arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing. To the extent wages, salaries, commissions, bonuses, benefits and other cash compensations was due to be paid to or on behalf of its officers, the SPAC has, as of the date hereof, paid in full all such amounts owed.

2.18 Employee Benefits. Neither the SPAC nor any of its ERISA Affiliates maintains, sponsors or contributes to or in the past has maintained, sponsored or contributed to any SPAC Employee Benefit Plan. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement shall, individually, in the aggregate or in connection with any other event, (a) result in any payment becoming due to any officer, employee, consultant or director of the SPAC, (b) increase or modify any benefits otherwise payable by the SPAC to any employee, consultant or director of the SPAC, or (c) result in the acceleration of time of payment or vesting of any such benefits to any employee, consultant or director of the SPAC.

2.19 Real Property. The SPAC does not own, lease or use any real property.

2.20 Tax Matters.

(a) Except as would not reasonably be expected to have a SPAC Material Adverse Effect:

(i) all Tax Returns required to be filed by the SPAC have been filed (taking into account extensions) and all such Tax Returns are true, correct and complete in all material respects;

(ii) all Taxes required to be paid by the SPAC have been duly paid;

(iii) to the Knowledge of the SPAC, no Tax audit, inquiry, claim, examination or other proceeding (administrative or judicial) with respect to Taxes of the SPAC is pending or otherwise in progress or has been threatened in writing by any Governmental Entity;

(iv) the SPAC has complied in all material respects with all applicable Laws relating to the collection, withholding, reporting, and remittance of Taxes;

(v) the SPAC has not participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) (or any similar or analogous provision of state, local or non-U.S. Law);

(vi) there are no Liens for Taxes on any of the assets of the SPAC, other than Permitted Liens;

(vii) to the Knowledge of the SPAC, there are no written assessments, deficiencies, adjustments or other claims with respect to Taxes that have been asserted, assessed, or threatened against the SPAC that have not been paid or otherwise resolved in full;

(viii) to the Knowledge of the SPAC, the SPAC does not have any liability for the Taxes of any Person (other than the SPAC) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), or (ii) as a transferee or successor, or by contract (except for liabilities pursuant to commercial contracts entered into in the ordinary course of business and not primarily relating to Taxes);

(ix) the SPAC does not have a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country in which it is organized;

(x) the SPAC will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (B) installment sale or open transaction made prior to the Closing Date; (C) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (D) use of an improper method of accounting for a taxable period on or prior to the Closing Date; or (E) any agreement entered into with any Governmental Entity in respect of Taxes. The SPAC has not made an election pursuant to Section 965(h) of the Code; and

(xi) to the Knowledge of the SPAC, the SPAC will not be required to pay any material Tax after the Closing Date as a result of any deferral of a payment obligation or advance of a credit with respect to Taxes to the extent relating to any action, election, deferral, filing, or request made or taken by the SPAC (including the non-payment of a Tax) on or prior to the Closing Date (including (A) the delay of payment of employment Taxes under any COVID-19 Tax Measure or any similar notice or order or law, and (B) the advance refunding or receipt of credits under any COVID-19 Tax Measure (including, without limitation, Section 3606 of the CARES Act)).

(b) the SPAC (or any predecessor thereof) has not constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock that was purported or intended to be governed in whole or in part by Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) since January 1, 2017.

(c) the SPAC has not taken any action (nor permitted any action to be taken), that would reasonably be expected to prevent the Merger from constituting a transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations thereunder.

(d) the SPAC is a Tax resident only in its jurisdiction of formation.

(e) the SPAC (i) is not a "surrogate foreign corporation" or "expatriated entity" within the meaning of Section 7874(a)(2) of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law) or is treated as a U.S. corporation for U.S. federal Tax purposes by reason of the application of Sections 269B or 7874(b) of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law), or (ii) was not created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to the dual charter provision of Treasury Regulation Section 301.7701-5(a). (or any corresponding or similar provision of state, local or non-U.S. Tax Law).

(f) the SPAC is and has since formation been treated as a domestic corporation for U.S. federal (and applicable state and local) income Tax purposes.

2.21 Laws and Permits.

(a) the SPAC is in compliance in all material respects with all applicable Laws. As of the date hereof, to the SPAC's Knowledge, the SPAC is not under investigation by any Governmental Entity with respect to any alleged material violation of any applicable Laws.

(b) the SPAC has been granted all Permits necessary for and material to the conduct of its business as conducted as of the date hereof, taken as a whole. Section 2.21(b) of the SPAC Disclosure Letter sets forth a list of all Permits held by the SPAC. Such Permits are valid and in full force and effect, and the SPAC is in material compliance with all of such Permits. There is no lawsuit or similar proceeding pending or, to the Knowledge of the SPAC, threatened, to revoke, suspend, withdraw or terminate any such Permit. All such Permits are transferable to the Company Entities in connection with the Transactions.

2.22 Insurance. The SPAC does not own or maintain any insurance policies, nor is any insurance necessary for the operation of its business.

2.23 Vote Required. The affirmative vote of the holders of a majority of the SPAC Shares entitled to vote thereon and present in person or by proxy at a meeting in which a majority in voting power of the SPAC Shares (the "SPAC Required Vote") is the only vote of the holders of any class or series of SPAC Shares necessary to obtain the SPAC Shareholder Approval.

2.24 Investment Company. The SPAC is not an "investment company," a company controlled by an "investment company," or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

2.25 Minute Books. The minute books and other similar records of the SPAC contain, in all material respects, complete and accurate records of all actions taken at any meetings of directors (or committees thereof) and stockholders or actions by written consent in lieu of the holding of any such meetings since the time of organization of each such corporation through the date of this Agreement. The SPAC has provided true and complete copies of all such minute books and other similar records to the SPAC's representatives.

2.26 Absence of Certain Payments. As of the date of this Agreement, to the Knowledge of the SPAC, no employee of the SPAC has, and no agent or Representative when acting on behalf of the SPAC has, in violation of Law (a) used any corporate funds for any contribution, gift, entertainment or other expense relating to political activity; (b) made any direct or indirect payment to any foreign or domestic government official or employee from corporate funds; (c) violated any provision of the Foreign Corrupt Practices Act of 1977; or (d) made any bribe, rebate, payoff, influence payment, kickback or other payment.

2.27 SPAC Investigations. The SPAC acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Company Entities and Merger Sub which it and its Representatives have desired or requested to review, and that they and their Representatives have had full opportunity to meet with the management of the Company Entities and Merger Sub and to discuss the business and assets of the Company Entities and Merger Sub. The SPAC acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the Company Entities and Merger Sub and its business and operations.

2.28 Defense Production Act. No national or subnational governments of a single foreign state have a "substantial interest" (as defined in Section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof) in SPAC.

2.29 NO ADDITIONAL REPRESENTATIONS; NO RELIANCE. EACH OF THE COMPANY AND MERGER SUB ACKNOWLEDGES AND AGREES THAT: (A) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND

WARRANTIES EXPRESSLY MADE BY THE SPAC IN THIS ARTICLE II AND IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THE SPAC IS A PARTY, NONE OF THE SPAC OR ANY AFFILIATE THEREOF NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SPAC OR ANY OTHER PERSON OR THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE SPAC OR ANY OF ITS RESPECTIVE AFFILIATES OR REPRESENTATIVES OF ANY DOCUMENTATION, FORECASTS, PROJECTIONS OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING; (B) THE COMPANY HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY FROM THE SPAC STOCKHOLDERS, THE SPAC OR ANY OTHER PERSON IN DETERMINING TO ENTER INTO THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (C) NONE OF THE SPAC STOCKHOLDERS, THE SPAC OR ANY OTHER PERSON WILL HAVE, OR BE SUBJECT TO, ANY LIABILITY TO THE COMPANY OR MERGER SUB OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO, OR USE BY, THE COMPANY OR MERGER SUB OF ANY INFORMATION REGARDING THE SPAC FURNISHED OR MADE AVAILABLE TO THE COMPANY OR MERGER SUB AND ITS REPRESENTATIVES, INCLUDING ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO THE COMPANY OR MERGER SUB IN ANY DATA ROOM, MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT IN THE CASE OF FRAUD. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE SPAC IN THIS ARTICLE II AND IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THE SPAC IS A PARTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY THE SPAC.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF COMPANY AND MERGER SUB

Except as set forth in the disclosure letter prepared by the Company (the "Company Disclosure Letter" and together with the SPAC Disclosure Letter, the "Disclosure Letters") dated as of the date of this Agreement (each of which qualifies (a) the correspondingly numbered representation, warranty or covenant if specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent on its face), each of the Company and Merger Sub represents and warrants to the SPAC as follows:

3.01 Existence and Good Standing.

(a) Each of the Company Entities is duly organized, validly existing and, to the extent applicable in the respective jurisdiction and, in good standing under the Laws of the jurisdiction in which it is incorporated or organized to the extent applicable in such jurisdiction. Each of the Company Entities has all requisite corporate, limited liability company or other applicable business power and authority to own, lease and operate the properties and assets it owns, leases and operates and to carry on its business as such business is conducted, as of the date hereof.

(b) Each of the Company Entities is qualified to do business as a foreign entity in each jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where failure to be so duly qualified would not reasonably be expected to have a Material Adverse Effect. The

Company has made available to the SPAC a true, correct and complete copy of each Governing Document of each Company Entity, in each case, as amended and in effect as of the date of this Agreement. Such Governing Documents are in full force and effect, and no member of the Company Entities is in breach or violation in any material respect of any provision set forth in its Governing Documents. A correct and complete list of the directors or managers (as applicable) and statutory corporate officers of each Company Entity is set forth on Section 3.01(b) of the Company Disclosure Letter.

(c) The only directors or equivalent officeholder of each Company Entity are the persons whose names are so listed against each Company Entity in Section 3.01(c) of the Company Disclosure Letter. No director of any Company Entity is currently subject to any disqualification order under the Companies Act 2006, the Companies (Jersey) Law 1991, the Insolvency Act 1986 or the Company Directors Disqualification Act 1986.

3.02 Authority; Enforceability.

(a) Each of the Company and Merger Sub has the full corporate, limited liability company or other applicable business power, capacity and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and, subject to Company Shareholder Approval being obtained to perform its obligations under this Agreement and the other Transaction Documents to which it is a party. Assuming that this Agreement is a valid, legal and binding obligation of the SPAC, this Agreement and each of the other Transaction Documents to which the Company or Merger Sub is a party (or will be a party at the Closing) constitutes (or will constitute) the valid, legal and binding obligation of the Company and Merger Sub, as applicable.

(b) At a meeting duly called and held, the Company Board has unanimously: (i) determined that this Agreement, the other Transaction Documents and the Transactions are in the best interests of the Company, and (ii) approved the Transactions, subject to Company Shareholder Approval being obtained.

3.03 Consents and Requisite Governmental Approvals; No Violations.

(a) Except as set forth in Section 3.03 of the Company Disclosure Letter and the pre-merger notification requirements of the HSR Act, the execution and delivery of this Agreement by the Company or Merger Sub and the execution and delivery of the other Transaction Documents to which the Company or Merger Sub is a party does not and will not, and the performance and compliance with the terms and conditions hereof and thereof by Company or Merger Sub and the consummation of the Transactions by the Company or Merger Sub will not (with or without notice or passage of time, or both):

(i) violate, conflict with, result in a breach or constitute a default under any Governing Document of any Company Entity; or

(ii) (i) breach, violate or conflict with any provision of, (ii) cause a default under, or (iii) give rise to, or result in, a violation or breach of, or constitute a default or give rise to any termination, cancellation, consent, amendment, modification, suspension, revocation, or acceleration of any obligation under (A) any Law applicable to a Company Entity, (B) any Material Contract to which any Company Entity is a party, or (C) any Material Permits, (iv) violate, or constitute a breach under, any Order or applicable Law to which any Company Entity or any of their respective properties or assets are bound, or (v) result in the creation of any Lien upon any assets or properties (other than Permitted Liens) or Equity Securities of any Company Entity, except in the case of any of clauses (i) through (v), as would not individually or in the aggregate, reasonably be expected to be material to the Company.

(b) Except as set forth in Section 3.03(c) of the Company Disclosure Letter, no consent, Permit, approval or authorization of, or designation, declaration or filing with or notification to, any Governmental Entity is required on the part of the Company with respect to the Company's execution, delivery or performance of its obligations under this Agreement or the other Transaction Documents to which the Company is or will be party or the consummation of the Transactions.

3.04 Capitalization; Subsidiaries; Professional Practices.

(a) Section 3.04(a) of the Company Disclosure Letter sets forth a true and complete statement as of the date of this Agreement of the number and class or series (as applicable) of all of the Equity Securities of the Company issued and outstanding and, other than with respect to Company Options, the name and number of Equity Securities held by each equityholder thereof, who is the sole legal and beneficial owner of such Equity Securities set against their name. No Company Shares are held as treasury stock. All the outstanding Company Shares have been duly and validly issued, are credited as fully paid up, were issued in accordance with the Governing Documents and the Companies (Jersey) Law 1991. As of the date of this Agreement, other than as set forth in the Company Disclosure Letter, the Company does not have any outstanding options, restricted stock, phantom stock, stock or equity appreciation rights, equity ownership interests or other equity, equity-based or similar rights in the Company, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, preemptive rights, rights of first refusal or first offer or other Contracts (other than this Agreement) or commitments of any kind of any character, written or oral, that could require the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Securities or securities convertible into or exchangeable for Equity Securities of the Company.

(b) Subject to Company Shareholder Approval being obtained, the Pubco Class A Shares to be issued as Merger Consideration, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid up and issued in compliance with the Governing Documents and all applicable Laws, including the Securities Act and all applicable state and federal securities Laws and not subject to, and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, the Memorandum and Articles of Association (or the Amended and Restated Memorandum and Articles of Association) or any contract to which the Company is a party or otherwise bound. There are no outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company's Shareholders may vote. None of the Company Shares are subject to any proxies, voting agreements, voting trusts or other similar arrangements which affect the rights of holder(s) to vote such securities, nor are any of the Company shares subject to any shareholder agreements, buy-sell agreements, restricted share purchase agreements, share purchase agreements, warrant purchase agreements, stock issuance agreements, stock option agreements, preemptive rights, call option, right of first refusal or first offer, subscription rights, transfer restrictions or similar rights of any Person or other similar agreements.

(c) Section 3.04(c) of the Company Disclosure Letter accurately sets forth the name and place of incorporation or formation of each Subsidiary of the Company. Each such Subsidiary is directly or indirectly wholly owned by the Company. Except as set out in Section 3.04(c) of the Company Disclosure Letter, the issued and outstanding shares, nominal share capital or other equity securities of each Company Entity (excluding Company) have been, to the extent applicable, duly authorized and validly issued and are fully paid up. Except as set out in Section 3.04(c) of the Company Disclosure Letter, each Company Entity (excluding Company) has not granted any outstanding options, share appreciation rights, warrants, rights or other securities convertible into or exchangeable or exercisable for Company Shares. Except as set out in Section 3.04(c) of the Company

Disclosure Letter, there are no agreements requiring any Company Entity (excluding Company) to issue, purchase, redeem or otherwise acquire, or transfer, sell or otherwise dispose of any shares or other securities of any Company Entity, including any options, subscriptions, rights, warrants, calls or other similar commitments or agreements relating thereto, or any share appreciation rights or securities convertible into or exchangeable or exercisable for Company Shares. Except as set out in Section 3.04(c) of the Company Disclosure Letter, no shares or other securities of any Company Entity (excluding Company), are subject to any proxies, voting agreements, voting trusts or other similar arrangements which affect the rights of holder(s) to vote such securities, nor are any stockholder agreements, buy-sell agreements, restricted share purchase agreements, equity purchase agreements, warrant purchase agreements, stock issuance agreements, stock option agreements, rights of first refusal or other similar agreements, in each case, to which the Company or Merger Sub is a party, existing as of the date hereof with respect to such Equity Securities which in any manner would affect the title of any holder(s) to such Equity Securities or the rights of any holder(s) to sell the same free and clear of all Liens.

(d) Section 3.04(d) of the Company Disclosure Letter lists all Professional Practices. Except as set forth in Section 3.04(d) of the Company Disclosure Letter, there are no outstanding (i) equity interests of any of the Professional Practices, (ii) options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire any equity interests of any of the Professional Practices, or (iii) any securities convertible into or exchangeable for any equity interests of any of the Professional Practices (the items in the foregoing clauses (i) through (iii) being referred to collectively as "Professional Practice Securities"). Each Person who owns any of the Professional Practice Securities (x) is a natural person licensed to practice medicine in the jurisdiction in which the related Professional Practice is domiciled to the extent required by Law, and (y) owns such Professional Practice Securities subject to a contractual right held by the Company Entities that the Company Entities may enforce that would or is intended to result in the transfer by such Person of such Professional Practice Securities to another natural person who is licensed to practice medicine in such jurisdiction; except for Professional Practices providing clinical services in the states of New York or New Jersey.

(e) Merger Sub is a newly incorporated corporation, formed solely for the purpose of engaging in the Transactions. Merger Sub has not engaged in any business activities or conducted any operations other than in connection with the Transactions. Merger Sub is a direct wholly owned Subsidiary of the Company. Merger Sub has no Subsidiaries.

(f) Except for the obligations or liabilities incurred in connection with its incorporation and the Transactions, Merger Sub has not, and will not have prior to the Effective Time, incurred, directly or indirectly through any Subsidiary or Affiliate, any obligations or liabilities or engaged in any business activities of any type or kind whatsoever or entered into any agreements or arrangements with any Person.

(g) All dividends or distributions declared, made or paid by each Company Entity have been declared, made or paid in accordance with such Company Entity's Governing Documents and all applicable Law.

(h) Each Company Entity has complied with the provisions of its Governing Documents and the Companies (Jersey) Law 1991 and the Control of Borrowing (Jersey) Order 1958 (in the case of Company and Company Entities incorporated in Jersey), the Companies Act 2006 (in the case of any Company entity incorporated in the United Kingdom) or any equivalent legislation in relation to Company Entities (excluding Company) that are incorporated outside of Jersey or the United Kingdom in connection with: (i) the allotment or issue of any of its shares, debentures and other securities; and (ii) the repurchase, redemption or reduction of any of its share capital.

3.05 Financial Statements and Other Financial Matters; No Undisclosed Liabilities.

(a) The Company has made available to the SPAC an accurate, true and complete copy of (i) the unaudited consolidated balance sheets of the Company Entities as of December 31, 2019 and December 31, 2020, (ii) the unaudited consolidated financial statements for the Consolidated Company Group as of and for the years ended December 31, 2019 and 2020, (iii) the unaudited balance sheet of the Company Entities as of March 31, 2021 (the "Latest Balance Sheet" and collectively, the "Financial Statements"), each of which are attached as Section 3.05(a) of the Company Disclosure Letter. Each of the Financial Statements (including the notes thereto) (A) was prepared in accordance with IFRS (except that the unaudited Financial Statements may not contain all footnotes required by IFRS) applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto), (B) is based upon and consistent with information contained in the books and records of the Consolidated Company Group (which books and records are in turn accurate, correct and complete in all material respects), and (C) fairly presents in all material respects the financial position, results of operations and cash flows of the Consolidated Company Group as at the date thereof and for the period indicated therein, except as otherwise specifically noted therein.

(b) Except (i) as set forth on the face of the Latest Balance Sheet, (ii) for Liabilities incurred in the Company Entities' Ordinary Course of Business since the Latest Balance Sheet Date (none of which is a Liability for breach of contract, breach of warranty, tort, infringement or violation of Law), and (iii) for Liabilities incurred in connection with the negotiation, preparation or execution of this Agreement or any other Transaction Documents, the performance of their respective covenants or agreements in this Agreement or any other Transaction Document or the consummation of the Transactions, none of the Company Entities has any Liabilities of the type required to be set forth on a balance sheet in accordance with IFRS.

(c) The Consolidated Company Group has established and maintains systems of internal accounting controls that are designed to provide, in all material respects, reasonable assurance that (i) all transactions are executed in accordance with management's authorization, and (ii) all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with IFRS and to maintain accountability for the Consolidated Company Group's assets. The Consolidated Company Group maintains and, for all periods covered by the Financial Statements, has maintained books and records of the Consolidated Company Group in the ordinary course of business that are accurate, complete and reflect the revenues, expenses, assets and liabilities of the Consolidated Company Group, in each case in all material respects.

(d) Except as set forth in Section 3.05(d) of the Company Disclosure Letter, since January 1, 2018, no Company Entity has received any written complaint, or, to the Knowledge of the Company, any allegation, assertion or claim that there is (i) a "significant deficiency" in the internal controls over financial reporting of the Company Entities, (ii) a "material weakness" in the internal controls over financial reporting of the Company Entities, or (iii) fraud, whether or not material, that involves management or other employees of the Company Entities who have a significant role in the internal controls over financial reporting of the Company Entities.

(e) No Company Entity is insolvent or unable to pay its debts within the meaning of any insolvency laws applicable to it. No Company Entity has stopped payment of, nor is it unable to pay, its debts as they fall due, nor has any Company Entity commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness. No distress, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, assets or undertaking of any Company Entity. No Company Entity has received written notice that any administrator, administrative receiver or receiver has been appointed in relation to it. No Company Entity has received written notice from any third party that any

floating charge created by any Company Entity over its business or assets has crystallized or that any charge created by it over its business or assets has become enforceable.

3.06 Absence of Certain Changes. During the period beginning on March 31, 2021 to the date hereof, each Company Entity has conducted its business in the ordinary course substantially consistent with past practices and:

(a) there has not been a Material Adverse Effect;

(b) no Company Entity has taken any action that (i) would require the consent of the SPAC if taken during the period from the date of this Agreement until the Closing pursuant to Section 5.01, and (ii) is material to the business of the Company Entities, taken as a whole;

(c) no share or loan capital has been issued or allotted, or agreed to be issued or allotted, by any Company Entity (excluding the Professional Practices) to any third party that is not another Company Entity;

(d) no Company Entity has redeemed, reduced or purchased or agreed to redeem, reduce or purchase any of its share capital; and

(e) no dividend or other distribution has been or is treated as having been declared, made or paid by Company.

3.07 Permits.

(a) Each Company Entity holds, and since the later of January 1, 2018 or its respective date of incorporation or organization has at all times held, all of its respective Material Permits. Except as set forth in Section 3.07(a) of the Company Disclosure Letter, and except as is not, and would not reasonably be expected to be, material to the business of the Company Entities, taken as a whole, (i) each Company Entity's Material Permits are in full force and effect in accordance with their terms, (ii) each Company Entity is, and since the later of January 1, 2017 or its respective date of incorporation or organization has been, in compliance in all material respects with the requirements of the Material Permits under applicable Law, (iii) no Company Entity has received any written notice or other communication in writing from any Governmental Entity or any other Person regarding (A) any material actual or alleged violation of, or material failure on the part of any Company Entity to comply with, any requirement of any Material Permit or (B) any material actual or proposed revocation, withdrawal, suspension, cancellation, or termination of any Material Permit of any Company Entity, (iv) to the Knowledge of the Company, since January 1, 2017, no event has occurred or circumstance exists that (with or without the giving of notice or lapse of time or both) (A) constitutes a material violation of, or a material failure to comply with, any applicable Law or any requirement of any Material Permit of any Company Entity, or (B) has resulted in the revocation, withdrawal, suspension, cancellation, or termination of any Material Permit of any Company Entity, and (v) the Company Entities have filed, or caused to be filed, on a timely basis with the appropriate Governmental Entity or Notified Body, all applications and other filings or submissions of any kind required to have been filed for the renewal of their respective Material Permits, other than to the extent such Material Permits have been intentionally abandoned or withdrawn.

(b) Section 3.07(b) of the Company Disclosure Letter contains a true and complete list of all states, territories and jurisdictions in which any Company Entity is licensed to engage in the business of medical services or healthcare and the lines of authority for which it is licensed in each jurisdiction. The Healthcare

Permits listed on Section 3.07(b) of the Company Disclosure Letter will permit the applicable Company Entity to act as a medical services or healthcare provider in each jurisdiction where it is licensed for its business following the Closing, except as noted therein. The Company has delivered or made available true, correct and complete copies of Healthcare Permit documentation for each such jurisdiction, including, without limitation, any order of, agreement with or instruction by any Governmental Entity that materially limits or conditions any such Healthcare Permit. Since January 1, 2018, to the Knowledge of the Company, no Company Entity has marketed, sold, or provided any Company Entity Product for which a Healthcare Permit was required in any jurisdiction in which it did not, at the time it engaged in such activity, possess such Healthcare Permit, or engaged in any activity for which a Healthcare Permit was required in any jurisdiction in which it did not, at the time it engaged in the activity, possess such Healthcare Permit (except for as set forth on Section 3.07(b) of the Company Disclosure Letter).

3.08 Real Property.

(a) None of the Company Entities owns freehold title to any real property.

(b) Section 3.08(b)(i) of the Company Disclosure Letter sets forth a true and complete list (including street addresses) of all real property leased, subleased or occupied by any of the Company Entities (the "Leased Real Property") and a complete list of the Real Property Leases applicable thereto. A true, correct and complete copy of each of the written Real Property Leases (including, for the avoidance of doubt, all amendments, extensions, notices, renewals, guaranties and other agreements with respect thereto) has been delivered to the SPAC and none of the written Real Property Leases has been modified, determined or terminated in any respect (nor has any agreement or action been taken to effect any modification, determination or termination), except to the extent that such modifications are disclosed by the copies delivered to the SPAC. The title in and to the leasehold interests in the Leased Real Property of each of the Company Entities is free and clear of Liens, except for Permitted Liens. Each of the Real Property Leases is in full force and effect and is a valid, legal and binding obligation of the applicable Company Entity party thereto (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). There is, to the Company's Knowledge, no material breach or default by any Company Entity or, to the Company's Knowledge, any counterparty or third-party under any Real Property Lease, and, to the Company's Knowledge, no event has occurred which (with or without notice or lapse of time or both) would constitute a material breach or default or would permit termination of, or a material modification or acceleration thereof by any party to such Real Property Leases. Other than assignments or security interests that have been or will be terminated and released on or prior to the Closing Date, no Company Entity has previously assigned its interest or granted any other security interest in any of the Real Property Leases. Except as set forth on Section 3.08(b)(ii) of the Company Disclosure Letter, with respect to each of the Real Property Leases: (A) the possession and quiet enjoyment of the Leased Real Property by the applicable Company Entity party thereto under such Real Property Lease has not been disturbed, and to the Company's knowledge, there are no material disputes with respect to such Real Property Lease; (B) the applicable Company Entity party thereto has not subleased, licensed or otherwise granted any Person (except for other Company Entities) the right to use or occupy such Leased Real Property or any portion thereof; (C) the applicable Company Entity party thereto has not collaterally assigned or granted any other security interest in such Real Property Lease or any interest therein.

(c) The Leased Real Property constitutes all of the real property used in, or otherwise related to, the business of the Company Entities.

(d) Each Leased Real Property: (i) has been used, operated and maintained in accordance with the applicable Real Property Leases and otherwise in all material respects in accordance with all applicable Laws, (ii) is supplied with utilities and other services reasonably necessary for the operation of such Leased Real Property, and (iii) all tangible property used by the applicable Company Entity to conduct its business are located in the Leased Real Property and will remain located on the Leased Real Property after the Closing Date.

(e) Except as would not have a Material Adverse Effect, the Closing will not affect the valid, legal and binding nature of any Real Property Lease with respect to the Company Entities or the rights of the Company Entities to continue use and possession of the Leased Real Property for the conduct of the business of the Company Entities.

3.09 Tax Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or as otherwise set forth in the Company Disclosure Letter:

(i) all Tax Returns required to be filed by any Company Entity have been filed (taking into account extensions) and all such Tax Returns are true, correct and complete in all material respects;

(ii) all Taxes required to be paid by the Company Entities have been duly paid;

(iii) to the Knowledge of the Company, no Tax audit, inquiry, dispute, claim examination or other proceeding (administrative or judicial) with respect to Taxes of the Company Entities is pending or otherwise in progress or has been threatened in writing by any Governmental Entity within the last six (6) years;

(iv) each Company Entity has complied in all material respects with all applicable Laws relating to the collection, withholding, reporting and remittance of Taxes;

(v) no liability for Taxes of any Company Entity has arisen, or is reasonably expected to arise, as a result of the Reclassification, the conversion of the loan notes, the exercise of warrants, the exercise, release or cancellation of any share options, or the issue of any Stockholder Earnout Shares with respect to which liability the Company does not have a contractual right of recovery against another Person;

(vi) no Company Entity has been a party to any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2) (or any similar or analogous provision of state, local or non-U.S. Law);

(vii) there are no Liens for Taxes on any of the assets of the Company Entities, other than Permitted Liens;

(viii) to the Knowledge of the Company, there are no written assessments, deficiencies, adjustments or other claims with respect to Taxes that have been asserted, assessed or threatened against any Company Entity that have not been paid or otherwise resolved in full;

(ix) to the Knowledge of the Company, no Company Entity has any liability for the Taxes of any Person (other than the Company Entities) (A) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), or (B) as a transferee or successor, or by contract (except for liabilities pursuant to commercial contracts entered into in the ordinary course of business and not primarily relating to Taxes), and, to

the Knowledge of the Company, no Company Entity is otherwise liable to pay any Taxes in consequence of the failure by any other Person (other than a Company Entity) to discharge such Tax in circumstances where such other Person is primarily liable for such Tax and with respect to which the Company does not have a contractual right of recovery against such other Person;

(x) no Company Entity has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country in which it is organized;

(xi) to the Knowledge of the Company, no Company Entity will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (A) change in method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (B) installment sale or open transaction made prior to the Closing Date; (C) prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (D) use of an improper method of accounting for a taxable period on or prior to the Closing Date; or (E) any agreement entered into with any Governmental Entity in respect of Taxes;

(xii) no Company Entity has made an election pursuant to Section 965(h) of the Code; and

(xiii) to the Knowledge of the Company, no Company Entity will be required to pay any material Tax after the Closing Date as a result of any deferral of a payment obligation or advance of a credit with respect to Taxes to the extent relating to any action, election, deferral, filing, or request made or taken by any Company Entity (including the non-payment of a Tax) on or prior to the Closing Date (including (1) the delay of payment of employment Taxes under any COVID-19 Tax Measure or any similar notice or order or law, and (2) the advance refunding or receipt of credits under any COVID-19 Tax Measure (including, without limitation, Section 3606 of the CARES Act)).

(xiv) No Company Entity has consented to extend or waive the time in which any Taxes may be assessed or collected by any Tax Authority, other than extensions of time to file Tax Returns obtained in the ordinary course of business; and

(xv) No written rulings, clearances or similar agreements have been entered into with or issued by any Tax Authority with respect to a Company Entity which agreement, clearance or ruling would be effective after the Closing Date and could reasonably be expected to have a material effect on the Tax treatment of any Company Entity after the Closing Date.

(xvi) All documents which are required to evidence title of any Company Entity to any material asset held by such Company Entity and which are liable to Transfer Tax or are required to be stamped either with a particular stamp denoting that no Transfer Tax is chargeable or that the document has been produced to the appropriate authority, have been properly and duly stamped and the appropriate Transfer Tax has been paid (together with any related interest and penalties).

(b) No Company Entity (or any predecessor thereof) has constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock that was purported or intended to be governed in whole or in part by Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) since January 1, 2017.

(c) No Company Entity has taken any action (nor permitted any action under the control of a Company Entity to be taken), other than any action contemplated by the Transaction Documents, that would prevent the

Merger from constituting a transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations thereunder or otherwise qualify for the Intended Tax Treatment.

(d) Each Company Entity is a Tax resident only in its jurisdiction of formation.

(e) No Company Entity organized or formed under the laws of a jurisdiction outside of the United States (i) is a "surrogate foreign corporation" or "expatriated entity" within the meaning of Section 7874(a)(2) of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law) or is treated as a U.S. corporation for U.S. federal Tax purposes by reason of the application of Sections 269B or 7874(b) of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax Law), or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to the dual charter provision of Treasury Regulation Section 301.7701-5(a) (or any corresponding or similar provision of state, local or non-U.S. Tax Law).

(f) The Company is and has been since formation treated as a foreign corporation for U.S. federal (and applicable state and local) income Tax purposes. Section 3.09(f) of the Company Disclosure Letter lists the U.S. federal income Tax classification of each other Company Entity for U.S. federal income Tax purposes.

(g) Except as would not have a Material Adverse Effect and except as set forth on Section 3.09(g) of the Company Disclosure Letter, (i) all payments by, to or among the Company Entities comply with all applicable transfer pricing requirements imposed by any Governmental Entity, and (ii) the Company complies, and has always been compliant, with Section 482 of the Code and the Treasury Regulations thereunder, where applicable. Except as would not have a Material Adverse Effect, the Company Entities are in compliance with all terms and conditions of any Tax exemption, Tax holiday or other Tax reduction agreement or order of a Governmental Entity, and the consummation of the transactions contemplated by this Agreement will not have any Material Adverse Effect on the continued validity and effectiveness of any such Tax exemption, Tax holiday or other Tax reduction agreement or order.

(h) To the Knowledge of the Company, the Company is not expected to be a "passive foreign investment company" as defined under Section 1297 of the Code for the taxable year ending December 31, 2021.

(i) The Company was not a "controlled foreign corporation" as defined in Section 957 of the Code with respect to the tax year ended on December 31, 2020 (determined without taking into effect the repeal of Section 958(b)(4) of the Code by Pub. L. 115-97).

(j) The Company or its qualified subsidiaries have been engaged in an active trade or business outside the United States for the entire 36-month period immediately before the Closing Date and have no intention to substantially dispose of or discontinue such trade or business (all within the meaning of Treasury Regulation Section 1.367(a)-3(c)(3)(i)).

(k) The Company Shares to be received by the stockholders of SPAC in connection with the Merger will, in the aggregate, represent less than fifty percent (50%) of each of the total voting power and the total value of the stock of the Company following the Closing directly and indirectly, to the Company's Knowledge applying the attribution rules of Code Section 318 (as modified by Code Section 958(b), and taking into account the rules of proposed Treasury Regulations Section 1.367(a)-3(c)(4)(iv) as applicable).

(l) Immediately after the Merger, less than fifty percent (50%) of each of the total voting power and the total value of the stock of the Company shall be owned (applying the attribution rules of Code Section 318 (as modified by Code Section 958(b)), and taking into account the rules of proposed Treasury Regulations Section 1.367(a)-3(c)(4)(iv), as applicable), in the aggregate, by persons that (i) are officers or directors of SPAC or (ii) transferred SPAC Shares in connection with the Merger. Immediately after the Merger, Founder will not be an officer or director of SPAC.

3.10 Contracts.

(a) Section 3.10(a) of the Company Disclosure Letter sets forth a list of the following Contracts (whether written or oral, each, a "Material Contract"):

(i) each lease or other Contract under which any Company Entity is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds $100,000 (excluding the Real Property Leases);

(ii) each Real Property Lease for which the annual rental exceeds $250,000;

(iii) each Contract under which any Company Entity is lessor of, or permits any third party to hold or operate any personal property owned or controlled by such Company Entity for amounts in excess of $100,000;

(iv) each Contract that involves future payments, performance or services to or by any of the Company Entities of any amount or value reasonably expected to exceed $500,000 in the 2021 calendar year or $1,000,000 in the aggregate; excluding any Contracts with Company employees, directors, or independent contractors;

(v) each Contract relating to the development, ownership, use, registration, enforcement of, or exercise of, any Intellectual Property Rights, excluding (A) licenses of and agreements for off-the-shelf or other unmodified commercially available software and cloud services, including but not limited to software and cloud services licensed or provided under "click-wrap" or "shrink-wrap" agreements having a replacement cost of less than $200,000 that is not incorporated in, linked to, distributed with or used to host any Company Entity Software or to provide the products or services of any Company Entity; (B) licenses of other Intellectual Property Rights that involve annual individual license or maintenance fees less than $100,000; (C) nonexclusive licenses granted by any Company Entity in the Ordinary Course of Business of such Company Entity; (D) licenses for Publicly Available Software; and (E) confidentiality agreements and material transfer agreements entered into in the Ordinary Course of Business.

(vi) each joint venture, partnership or licensing arrangement with a third party involving the sharing of profits from the Company Entity Products any of the Company Entities with such third party;

(vii) each Contract that prohibits any Company Entity from competing in any business category or in any geographic area or that restricts any Company Entity's ability to solicit or hire any person as an employee, other than in the Ordinary Course of Business (and expressly excluding non-disclosure agreements entered into in the Ordinary Course of Business);

(viii) each Contract with any director, officer or equity holder of any Company (other than (i) contracts relating to or arising in connection with any person's employment with a Company Entity, and (ii) Contracts relating to the promise or grant of options in respect of Company Shares);

(ix) each Contract that is for the employment or engagement of any directors, employees or independent contractors with an annual base salary or base fees in excess of $200,000 and all management level employees, other than Contracts that can be terminated by the Company without cost or penalty on sixty (60) days prior written notice or less;

(x) each Contract that is for staffing agreements, employee leasing agreements or similar agreements or arrangements for temporary leased employees at annual or fees in excess of $150,000;

(xi) each Contract under which any Company Entity has made advances or loans to another Person in excess of $100,000, other than to another Company Entity or with respect to employee advances for business expenses in the Ordinary Course of Business;

(xii) each Contract relating to the incurrence, assumption or guarantee by any Company Entity of any Indebtedness under which the principal amount outstanding thereunder payable by any Company Entity is greater than $100,000, other than contracts solely between or among the Company Entities;

(xiii) each Contract under which a Company Entity has permitted any material asset to become subject to a security interest (including Permitted Liens) other than in the Ordinary Course of Business;

(xiv) each Contract that is a settlement, conciliation or similar agreement with any Governmental Entity, pursuant to which a Company Entity will have any material outstanding obligation after the date of this Agreement;

(xv) each Contract that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC) to the Company Entities as a whole;

(xvi) each Contract with any labor union or collective bargaining association representing any employee of a Company Entity;

(xvii) each Contract between any Professional Practice and any other Company Entity, including, but not limited to, any management, administrative, services, financial, or similar Contract;

(xviii) each Contract between any Company Entity and any Professional or other Person who owns equity interests in any Professional Practice including, but not limited to, any consulting, services, strategic collaboration, options, financial, or similar Contract; and

(xix) each Contract involving the acquisition or disposition of or by a Company Entity, directly or indirectly, by merger or otherwise, of assets with an aggregate value in excess of $100,000, or the shares or Equity Securities of any other Person; and

(xx) each Contract material to the continued operation of the GP at Hand business and the arrangements with the Lille Road Partnership as they are at the date of this Agreement.

(b) Except as set forth on Section 3.10(b) of the Company Disclosure Letter, with respect to each Material Contract, as of the date hereof (i) such Material Contract is the legal and valid obligation of any Company Entity party thereto, and to the Knowledge of the Company, and each other party thereto, and is in full force and effect, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is

sought at law or in equity), (ii) no Company Entity has given a notice of its intent to terminate or materially and adversely modify the terms of such Material Contract or has received any claim of default under such Material Contract, other than defaults that have been cured or waived in writing, and (iii) no Company Entity or, to the Knowledge of Company other party to such Material Contract is in material breach of or in material default under any Material Contract.

(c) None of the Company Entities has been since January 1, 2018 or is currently suspended or disbarred from bidding on Contracts or subcontracts for or with any Governmental Entity ("Government Contracts") and to the Knowledge of the Company no suspension or debarment actions have been commenced or threatened against any of the Company Entities or any of such Company Entity's directors, officers or employees. None of the Company Entities has received any written notice that they are being audited (other than routine audits in the ordinary course of business) or investigated by any Governmental Entity with respect to any Government Contracts. Each of the Company Entities conducts (and has at all times conducted) their operations in material compliance with the requirements of all applicable Laws and regulations pertaining to all Government Contracts and bids for Government Contracts. The Company Entities do not currently have in effect, nor are they required to have in effect, any security clearances from any Governmental Entity in connection with the operation of their business.

3.11 Compliance with Applicable Law.

(a) Except as set forth in Section 3.11(a) of the Company Disclosure Letter, the Company and, to the Knowledge of the Company, each other Company Entity (i) conducts (and since the later of January 1, 2017, or its respective date of incorporation or organization, has conducted) its business in accordance with all Laws and Orders of all Governmental Entities applicable to such Company Entity and is not in violation of any such Laws or Orders and (ii) has not since January 1, 2017 received any communications from any Governmental Entity that alleges that such Company Entity is not in compliance with any such Laws or Orders, except in each case of clause (i) and (ii) of this Section 3.11(a), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company Entities.

(b) Except for routine surveys and complaint investigations, no Company Entity nor, to the Knowledge of the Company, any of their equity holders, officers, directors, managers, employees, contractors, agents (to the extent such contractors and agents have acted on behalf of any Company Entity), or Professionals is presently subject to, or since the later of January 1, 2017 or the date of incorporation or organization of the applicable Company Entity received, any notice of any Legal Proceeding alleging any failure by any Company Entity to comply with Laws that have had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company Entities. Except as could not reasonably be expected to have a Material Adverse Effect on the Company Entities, since the later of January 1, 2017 or the date of incorporation or organization of the applicable Company Entity, the Company and, to the Knowledge of the Company, the Company Entities have not:

(i) Received notice of any investigation by a Governmental Entity as to any actual or alleged non-compliance by any Company Entity with, or violation of, any applicable Law;

(ii) received any subpoena, investigative demand, search warrant, judicial process, or request, other than any request of a character that the Company or such Company Entity would reasonably be expected to receive in its Ordinary Course of Business (e.g., routine surveys or inspections), by or from any Governmental Entity requiring production of documents or records or otherwise with regard to any alleged or actual violation of any applicable Law by any Company Entity;

(iii) received any notice or other communication in writing from a Governmental Entity asserting that any Company Entity is not in compliance with, or has violated, any applicable Law;

(iv) made any voluntary disclosure to any Governmental Entity relating to any Governmental Program or violation of any Law, and no such disclosure is pending or planned;

(v) been subject to any pending or, to the Knowledge of the Company, threatened actions by any Governmental Entity to suspend, limit, terminate or revoke any Company Entity's status as a provider or suspend, limit or terminate payments under any Governmental Program;

(vi) negotiated or entered into any agreement or settlement with any Governmental Entity with respect to non-compliance with, or violation of, any applicable Law, including but not limited to a corporate integrity agreement with the OIG or similar agreement with any Governmental Entity, deferred or non-prosecution agreement, monitoring agreement, consent decree, settlement order, unresolved plan of correction imposing material outstanding obligations, or any similar agreement with any Governmental Entity, or been subject to any reporting obligations pursuant to any settlement agreement entered into with any Governmental Entity; or

(vii) been subject to or, to the Knowledge of the Company, been threatened with: (A) any fine, penalty or other sanction by a Governmental Entity for any compliance failure; or (B) any claim denials, appeals, disallowances, reimbursement, suspensions, asserted overpayments, withholds, or recoupments by any Governmental Entity which individually exceeds $250,000.

3.12 Intellectual Property.

(a) To the Knowledge of the Company, a Company Entity owns all right, title and interest in, or has a valid written license or right to use, all the Intellectual Property Rights used or held for use in connection with conducting the Company Entity's business or operations (the "Company Entity Business") as currently conducted (the "Company Entity Intellectual Property"). Section 3.12(a) of the Company Disclosure Letter sets forth each item of Registered Intellectual Property that is owned, or purported to be owned, by any Company Entity ("Company Entity Owned Intellectual Property"), including (i) the jurisdictions in which each such item of Registered Intellectual Property has been issued or registered or in which any such application for issuance or registration has been filed; (ii) the registration or application date, as applicable, for each such item of Registered Intellectual Property; and (iii) the record owner of each such item of Registered Intellectual Property. The Company Entities solely and exclusively owns the Company Entity Owned Intellectual Property free and clear of all Liens (other than Permitted Liens). As of the date of this Agreement, no Registered Intellectual Property that is Company Entity Owned Intellectual Property has been cancelled, abandoned, allowed to lapse or not renewed, other than with respect to any such Registered Intellectual Property that is no longer use by any Company Entity or material to any Company Entity Business, and all Company Entity Owned Intellectual Property that is Registered Intellectual Property has been maintained effective by the filing of all necessary filings, maintenance and renewals and timely payment of requisite fees. All Company Entity Owned Intellectual Property is subsisting and to the Knowledge of the Company, all Registered Intellectual Property (other than pending applications for Registered Intellectual Property) that is Company Entity Owned Intellectual Property is valid and, to the Company's Knowledge, enforceable. As of the date of this Agreement, there are no Proceedings pending challenging the ownership, validity or enforceability of any Company Entity Owned Intellectual Property, and, to the Knowledge of the Company, no such Proceedings are currently threatened by any Person.

(b) To the Knowledge of the Company, the Company Entities, and the current products, services and conduct of the Company Entity Business, including the manufacture, importation, use, offer for sale, sale,

licensing, distribution or other commercial exploitation thereof have not infringed, misappropriated or otherwise violated, and do not infringe, misappropriate or otherwise violate, any Intellectual Property Rights of any Person. No Company Entity is the subject of any pending legal proceeding that (i) alleges a claim of infringement, misappropriation or other violation of any Intellectual Property Rights of any Person, and, to the Knowledge of the Company, no such claim has been asserted or threatened (in writing) against any Company Entity at any time since January 1, 2016, or (ii) challenges the ownership, use, patentability, registration, validity or enforceability of any Company Entity Owned Intellectual Property. As of the date hereof no Company Entity has received any written notice that the conduct of Company Entity Business, misappropriates, violates or infringes any Intellectual Property Rights of any other Person, or that any Company Entity requires a license to any of such Person's Intellectual Property Rights. To the Knowledge of the Company, there is no actual infringement, misappropriation or other violation by any Person of any of the Company Entity Owned Intellectual Property in any material respect, and no written or oral claims alleging such infringement, misappropriation or other violation have been made since January 1, 2016 against any Person by any Company Entity.

(c) No current or former founder or shareholder, employee, contractor or consultant of the Company Entities ("Personnel") has any right, title or interest, directly or indirectly, in whole or in part, in any material Company Entity Owned Intellectual Property. Each Personnel who has contributed to or participated in the discovery, creation or development of any Technology or Intellectual Property Rights for any Company Entity: (i) has assigned to the Company, or is under a valid, written, obligation to assign to the Company Entities by contract or otherwise, all right, title and interest in such Technology or Intellectual Property Rights; (ii) is a party to a valid, written, "work for hire" agreement under which the Company Entities are deemed to be the original author/owner of all subject matter included in such Company Entity Owned Intellectual Property; or (iii) to the extent the Personnel do not have the ability to take any of the actions described in the foregoing clauses (i) or (ii), has granted to the Company Entities a valid, written, license or other legally enforceable right granting the Company Entities to use such Technology or Intellectual Property Rights, to the extent such rights cannot be assigned at law.

(d) Each of the Company Entities have taken commercially reasonable measures to maintain and protect the Company Entity Owned Intellectual Property. The Company Entities have taken commercially reasonable measures to protect the confidentiality of all Trade Secrets of the Company Entities. No material Trade Secrets or other material confidential information have been disclosed by any Company Entity to any Person other than pursuant to a written agreement restricting the disclosure and use of such trade secrets or any other confidential information by such Person. To the Knowledge of Company, no unauthorized disclosure of any such Trade Secret has been made as of the date hereof and no Person is in violation of any such written confidentiality or assignment agreements.

(e) To the Knowledge of the Company, all Company Entity-authored Software and AI Technology that the Company Entities currently offer for sale, sell, license, distribute or other commercial exploit ("Company Entity Software") (i) conforms in all material respects with all applicable specifications, representations, warranties and other descriptions established by the Company Entities and conveyed thereby in writing as contractual obligations to their customers or other transferees in relation to the functionality and performance of the Company Entity Software, and (ii) is operative for its intended purpose free of any material, undocumented defects or deficiencies and does not contain any undocumented Self-Help Code, undocumented Unauthorized Code, or undocumented similar programs.

(f) Except as listed in Section 3.12(f) of the Company Disclosure Letter, to the Knowledge of the Company (i) no Person other than the Company Entities possesses a copy, in any form (print, electronic or

otherwise), of any source code for any Company Entity Software the confidential and proprietary nature of which is material to the Company Entities taken as a whole ("Proprietary Source Code"), (ii) all such Proprietary Source Code is in the sole possession of the Company Entities and has been maintained strictly confidential, and (iii) no Company Entity has any obligation to afford any third Person access to any such Proprietary Source Code.

(g) No Publicly Available Software has been incorporated in, linked to, distributed with or otherwise used by any Company Entities in connection with any Company Entity Software or any product or service of the Company Entities in any manner that creates obligations for any Company Entities to (i) make available, disclose or distribute any Proprietary Source Code to any third Person, (ii) license any Proprietary Source Code to any third Person for the purposes of making derivative works, or (iii) make proprietary source code redistributable at no or nominal fee.

(h) Except as listed in Section 3.12(h) of the Company Disclosure Letter, no funding, facilities, or personnel of any Governmental Entity or any university or research organization has been used in connection with the development of any Company Entity Owned Intellectual Property and the Company Entities and their predecessors have not participated in any standards setting organization. No Governmental Entity, university, research organization or standards setting organization has any right, title or interest in or to any Company Entity Owned Intellectual Property.

(i) The Company Entities have commercially reasonable disaster recovery and security plans, procedures and facilities and have taken commercially reasonable steps designed to safeguard the availability, security and integrity of the IT Assets and all data and information stored thereon, including from unauthorized access and infection by Unauthorized Code. To the Knowledge of the Company, the Company Entities have maintained in the Ordinary Course of business all required licenses and service contracts, including the purchase of a sufficient number of license seats for all Software, with respect to the IT Assets. The IT Assets have not suffered any material failure since January 1, 2018.

3.13 Privacy.

(a) The Company Entities (i) are, and have been since January 1, 2018, in compliance in all material respects with all Privacy and Security Requirements, (ii) maintain systems and procedures to receive and respond to individual rights requests in connection with any Company Entity's Processing of Personal Information, and (iii) have complied with all such individual rights requests, in each case of (ii) and (iii), to the extent required under applicable Privacy and Security Requirements. No Company Entity engages in the "sale" of Personal Information pursuant to the California Consumer Privacy Act, HIPAA and NRS Chapter 603A, or in violation of any Company Entity privacy policy in effect at the time the Personal Information was collected.

(b) Each Company Entity has all material legal rights to Process Protected Data that is Processed by or on behalf of the Company Entity as such Protected Data is Processed by or on behalf of the Company Entity as of immediately prior to the Closing, and (ii) the execution, delivery, or performance of this Agreement will not materially violate any applicable Privacy and Security Requirements in any material respect. The Company has provided to the SPAC true and correct copies of all material privacy policies and procedures adopted by the Company Entities in connection with their operations. Each Company Entity has implemented and maintains, and has required that third parties that Process Personal Information for or on behalf of the Company implement and maintain, commercially reasonable organizational, physical, administrative, and technical measures that are intended to protect the integrity, security and operations of such Company Entity's information systems against unauthorized loss, theft, access, acquisition, modification, disclosure, corruption, or other misuse.

(c) Since January 1, 2018, (i) none of the Company Entities have experienced any material Security Breaches, (ii) to the Company's Knowledge, except as would not, individually in or in the aggregate, reasonably be expected to result in a Material Adverse Effect, no third party that Processes Protected Data for or on behalf of any Company Entity has experienced any Security Breaches with respect to any Company Entity Protected Data, (iii) none of the Company Entities has received any written notices or complaints from any Person alleging a Security Breach, and (iii) none of the Company Entities have received any notice of any material claims or investigations (including investigations by a Governmental Entity) alleging (A) violations of any Privacy and Security Requirements by any Company Entities with respect to Protected Data possessed by, for or on behalf of the Company Entities, or (B) any other unauthorized processing of Protected Data by Company Entities.

(d) To the Company's Knowledge, each Company Entity has entered into, or is in the process of entering into, business associate agreements as required by HIPAA with all applicable entities that qualify as "business associates" or "subcontractors" as these terms are defined by HIPAA.

3.14 Legal Proceedings; Orders. There are currently no (and since January 1, 2018 there has been no) Legal Proceedings pending or threatened in writing, or, to the Knowledge of the Company, threatened orally, against any of the Company Entities other than any such Legal Proceeding that does not involve an amount in controversy in excess of $500,000 and does not seek material injunctive or other material non-monetary relief. There is no material Order outstanding as of the date hereof (whether rendered by a Governmental Entity or by arbitration) against any Company Entity or by which any Company Entity is bound. As of the date of this Agreement, there are no Legal Proceedings (other than any Legal Proceeding that does not involve an amount in controversy in excess of $500,000 and does not seek material injunctive or other material non-monetary relief) by a Company Entity pending against any other Person. There is no unsatisfied judgment or any open injunction binding upon a Company Entity which could have a material effect on the ability of the Company to enter into, perform its obligations under this Agreement and consummate the Transactions.

3.15 Consents. Except as set forth in Section 3.15 of the Company Disclosure Letter, and the pre-merger notification requirements of the HSR Act, and subject to obtaining Company Shareholder Approval, no approval, consent, waiver or authorization of, no Order or filing with, and no notice to, any Governmental Entity or other Person is or will be required to be obtained or made by or on behalf of any Company Entity in connection with the execution, delivery or performance of this Agreement or the consummation of the Merger.

3.16 Employee Benefits.

(a) Section 3.16(a) of the Company Disclosure Letter sets forth a list of all Company Employee Benefit Plans, including all Company Employee Benefit Plans that are maintained, sponsored, or contributed to for employees, independent contractors, consultants, or temporary employees located outside of the United States (such non-U.S. Company Employee Benefit Plans, the "Non-US Plans"). The Company Entities have delivered or made available to the SPAC copies of (i) the Company Employee Benefit Plan, including each Non-US Plan, and any trust agreement or other funding instrument relating to such plan, or in the event that the Company Employee Benefit Plan is unwritten, a written summary of the key provisions, (ii) the most recent summary plan description, if any, required under ERISA with respect to the Company Employee Benefit Plan, (iii) the three most recent annual reports on Form 5500 and all attachments with respect to the Company Employee Benefit Plans (if applicable), (iv) the three most recent actuarial valuations (if applicable) relating to each Company Employee Benefit Plan, (v) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service with respect to any Company Employee Benefit Plan, and (vi) any material or non-routine correspondence with any Governmental Entity within the past three years regarding any Company Employee Benefit Plan, including any Non-US Plans.

(b) The Company Employee Benefit Plans, including the Non-US Plans, have been established, maintained, funded and in material compliance with its terms and all applicable Laws, including ERISA and the Code, and all contributions, premiums or other payments that are due with respect to any Company Employee Benefit Plan, including any Non-US Plan, have been made and all such amounts due for any period ending on or before the Closing Date have been made or properly accrued and reflected in the Company Entities financial statements to the extent required by GAAP. No Non-US Plan is a source of unfunded benefit liability attributable to any Company Entities.

(c) The Company Employee Benefit Plans which are intended to be qualified within the meaning of Section 401(a) of the Code (i) has received a favorable determination or opinion letter as to its qualification, or (ii) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, and, to the Company's Knowledge, nothing has occurred, whether by action or failure to act, that could reasonably be expected to adversely affect such qualification. Any Non-US Plan that is intended to be qualified within the meaning of any foreign Laws is and has been so qualified.

(d) (i) No event has occurred and no condition exists, to the Knowledge of the Company Entities, that would subject the Company Entities, either directly or by reason of their affiliation with an ERISA Affiliate, to any tax, fine, Lien, penalty or other liability imposed by ERISA, the Code or other applicable Law, (ii) there do not exist any pending or, to the Company's Knowledge, threatened Proceedings (other than routine claims for benefits), audits or investigations with respect to any Company Employee Benefit Plan, (iii) there have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA, and (iv) no breaches of fiduciary duty (as determined under ERISA) with respect to any Company Employee Benefit Plan have occurred.

(e) No Company Employee Benefit Plan, including any Non-US Plan, provides, nor has the Company Entities incurred, any current or projected liability in respect of post-employment or post-retirement or post-termination health, medical or life insurance benefits for current, former or retired employee, independent contractor, consultant, or temporary employee of the Company Entities, except (i) as required to avoid an excise tax under Section 4980B of the Code ("COBRA") or similar applicable Law, or (ii) coverage through the end of the calendar month in which a termination of employment occurs. None of the Company Entities has incurred (whether or not assessed) any Tax or other penalty with respect to the reporting requirements under Sections 6055 and 6056 of the Code, as applicable, or under Section 4980B, 4980D or 4980H of the Code.

(f) None of the Company Entities or their respective ERISA Affiliates sponsors, maintains, contributes to, is required to contribute to, or otherwise has or could reasonably be expected to have any current or contingent liability or obligation under or with respect to: (i) a multiemployer plan (as defined in Section 3(37) of ERISA or Section 4001(a)(3) of the Code), (ii) a "defined benefit plan" (as defined in Section 3(35) of ERISA) or any plan that is or was subject to Section 302 or Title IV of ERISA or Section 412 or Section 4971 of the Code, (iii) a "multiple employer plan" (within the meaning of Section 210 of ERISA or 413(c) of the Code), or (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). For purposes of this Agreement, "ERISA Affiliate" means, with respect to any Company Entity, any Person or entity (whether or not incorporated) other than any Company Entity that, together with the Company Entity, is under common control or treated as one employer under Section 4001(b)(1) of ERISA or Section 414(b), (c), (m), or (o) of the Code.

(g) None of the Company Entities maintains any obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the

Code or otherwise. Any Company Employee Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code is in compliance with, and has been maintained, operated and administered in compliance with, Section 409A of the Code, and all applicable regulations, other guidance issued, and notices issued thereunder.

(h) Except as set forth in Section 3.16(h) of the Company Disclosure Letter, no Company Entity has made any changes to any Company Employee Benefit Plans, including any Non-US Plan, resulting from disruptions caused by the COVID-19 pandemic.

(i) Since January 1, 2018, neither the Company nor any of its Subsidiaries or ERISA Affiliates maintains, provides, sponsors or contributes to or in the past has maintained, provided, sponsored or contributed to any Company Employee Benefit Plan nor are they under any obligation, liability or commitment (whether established by trust, contract, board resolution, service agreement, ex-gratia arrangement or otherwise and whether or not legally enforceable) to maintain, provide, sponsor or contribute towards any Company Employee Benefit Plan.

(j) The UK Pension Scheme is and has at all times been operated in accordance with the requirements of HM Revenue & Customs (including registration under Chapter 2 of Part 4 of the Finance Act 2004), the Pensions Regulator and all applicable Laws relating to the UK Pension Scheme and any previous applicable pension scheme or retirement benefits scheme.

(k) To the Knowledge of the Company Entities, no claim has been made or threatened against any Company Entity or reported to the Pensions Regulator under section 69 or 70 of the Pensions Act 2004 in respect of any act, event, omission or other matter in relation to any pension arrangement and/or pensions legislation, and there are no circumstances which may give rise to any such claim or any such report.

(l) No Company Entity has ever been an associate of or connected with (within the meaning of sections 435 and 249 respectively of the Insolvency Act 1986) any person who is an employer in relation to any occupational pension scheme that is not a money purchase scheme.

(m) No employee's employment has previously been transferred to any Company Entity as a consequence of the transfer of an undertaking to which the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Transfer of Undertakings (Protection of Employment) Regulations 2006 applied and therefore no liability to provide a benefit under any occupational pension scheme has transferred to the Company or any of its Subsidiaries.

(n) All contributions, insurance premiums, Tax and expenses due in respect of the UK Pension Scheme have been duly paid. There are no liabilities outstanding in respect of the UK Pension Scheme at the date of this agreement. The contributions in respect of the UK Pension Scheme have been paid at the rate set out in the most recent schedule of contributions or the most recent payment schedule. Each Company Entity incorporated in the United Kingdom has complied with its obligations in relation to automatic enrolment under the Pensions Act 2008.

(o) No assurance, promise or guarantee of particular level or amount has been made or given to any past of present officer or employee of any Company Entity to be provided for or in respect of him under the UK Pension Scheme on death, retirement or leaving service.

(p) No discrimination on grounds of age, sex, disability, marital status, hours of work, fixed-term or temporary agency workers, sexual orientation, religion or belief is, or has at any stage been, made in the provision of pension, lump sum, death, ill-health, disability or accident benefits by any Company Entity in relation to any of the pensionable employees.

(q) Neither the execution of this Agreement nor the consummation of the Transactions shall, individually, in the aggregate or in connection with any other event, result in (i) any payment, severance or benefit becoming due to any officer, employee, consultant or director of any Company Entity, (ii) any increase or otherwise modify any payment, severance or benefits otherwise payable by any Company Entity to any employee, consultant or director of such Company Entity, (iii) the acceleration of time of payment or vesting of any payment, severance or such benefits, or (iv) any "excess parachute payment" within the meaning of Section 280G of the Code (or corresponding provision of state law) to any employee, independent contractor, consultant or temporary employee of any Company Entity who is a "disqualified individual" within the meaning of Section 280G of the Code.

3.17 Insurance. Section 3.17 of the Company Disclosure Letter sets forth (i) a list of all material policies of fire, liability, workers' compensation, property, casualty, cyber, error and omission and other forms of insurance owned or held by any Company Entity, or under which any Company Entity is otherwise an insured, a named insured or otherwise the principal beneficiary of coverage as of the date of this Agreement (each, a "Material Insurance Policy" and, collectively, the "Material Insurance Policies"), and with respect to each such Material Insurance Policy, (ii) the names of the insurer, and the insured Company Entities, (iii) the policy number, (iv) the period, scope and amount of coverage, and (v) the premium most recently charged. Each Material Insurance Policy, with respect to their amounts and types of coverage, are adequate to insure each Company Entity in all material respects against fire, accident, damage, injury, cyber, error and omission, third party loss and other reasonably foreseeable material risk normally insured against in the Ordinary Course of Business by Persons carrying on the same classes of business as those carried on by such Company Entity as of the date of this Agreement. With respect to each insurance policy, all policies of insurance maintained by, or for the benefit of, each Company Entity, no Company Entity or, to the Knowledge of the Company, insurer, is in material breach or material default (including with respect to the payment of premiums or the giving of notices), under such policy. All such policies are in full force and effect and no notice of cancellation or termination has been received by any Company Entity with respect to any such policy and the policy limits have not been exhausted. To the Knowledge of the Company, as of the date of this Agreement, no claim by any Company Entity is pending under any such policies as to which coverage has been denied or disputed by the underwriters thereof. All claims, occurrences, litigation and circumstances that could reasonably be expected by any Company Entity to lead to a claim that would be covered by a Material Insurance Policy and having a value of at least $100,000 have been properly reported to the applicable insurer in a timely fashion, except where the failure to report such a claim, occurrence, litigation or circumstance would not reasonably be expected to be material to the Company Entities, taken as a whole.

3.18 Environmental Matters.

(a) Each of the Company Entities is in compliance with all Environmental Laws, which compliance includes the possession by the Company Entities of all Permits, licenses, consents, approvals and other governmental authorizations required under Environmental Laws except as would not result in a Material Adverse Effect.

(b) (i) There is no Environmental Claim pending as of the date hereof or, to the Knowledge of the Company, threatened against any of the Company Entities that has not been fully resolved, and (ii) there has been

no release of any Hazardous Materials at any Leased Real Property that would reasonably be expected to result in any liability against the Company Entities, including any cleanup liability, under Environmental Laws and no handling, storage or generation of wastes containing Hazardous Materials by the Company Entities against the Company Entities under Environmental Laws, except, in each case, as would not result in a Material Adverse Effect.

(c) No Company Entity is subject to any Order issued specifically with respect to the Company Entities or the Leased Real Property that has not been fully resolved relating to compliance with, or the Release or cleanup of Hazardous Materials under, any Environmental Laws.

3.19 Relationships with Related Persons. Except as set forth in Section 3.19 of the Company Disclosure Letter, the Company Entities are not parties to any contracts with any Affiliate, shareholder, employee, member, manager, officer or director of any Company Entity other than Contracts entered into in the Ordinary Course of Business, Contracts for the provision of healthcare services, ordinary course compensation, employee benefits (including but not limited to the promise or grant of options over Company Shares) and contracts between Company Entities. No Company Entity has loaned or advanced any amounts that remain outstanding to, or received any loans or advancement of any amounts from, any Affiliate, shareholder, employee, member, manager, officer or director of any Company Entity, other than in the Ordinary Course of Business or intercompany loans between Company Entities, and no Company Entity has borrowed funds from any of the foregoing that remains outstanding other than intercompany loans between Company Entities. No Affiliate, shareholder, employee, member, manager, officer or director of a Company Entity (other than another Company Entity) (a) owns any property right, tangible or intangible, which is used by a Company Entity in the conduct of its business; (b) owns, directly or, to the Knowledge of the Company, indirectly, any Person that is a competitor, supplier, licensor, distributor, lessor, independent contractor or customer, or any other entity in any business arrangement or relationship with any Company Entity; or (c) has outstanding any Indebtedness owed to any Company Entity, except for employment-related compensation received in the Ordinary Course of Business.

3.20 Employees; Employment Matters and Independent Contractors.

(a) Section 3.20(a)(i) of the Company Disclosure Letter sets forth a true and complete list of all employees of the Company Entities, including for each, title, location, employing entity, 2021 base salary or hourly wage rate, 2020 bonuses or commissions paid and 2021 target bonuses and commissions, and status (as exempt or non-exempt under the Fair Labor Standards Act or similar state or local Laws). Section 3.20(a)(ii) of the Company Disclosure Letter sets forth a true and complete list of all individual independent contractors, consultants, and temporary workers servicing the Company Entities, including the fees paid to each in 2020 and 2021 (except in respect of fees paid to independent contractors, consultants, and temporary workers in the United States of America or Rwanda, for which Section 3.20(a)(ii) of the Company Disclosure Letter sets forth the aggregate spend for 2020 and 2021 in each such country). Except as would not be material (either individually or in the aggregate), none of the Company Entities have any liability for the misclassification of any employee as exempt under the Fair Labor Standards Act or state or local Laws or any Person as an independent contractor rather than an employee.

(b) None of the Company Entities is or ever has been a party to or bound by any collective bargaining agreement, works council agreement, employee representative agreement, or similar agreement with a labor representative of the employees or other service providers of the Company Entities, nor have any of them experienced any strikes, industrial action or other collective bargaining disputes. No application for recognition has been made since the date of organization of the Company Entities or is currently threatened by or on behalf

of any labor union with respect to the service providers of the Company or any of its Subsidiaries. The consummation of the Transaction will not result in the obligation of any Company Entity, the SPAC, or Merger Sub to provide notice to, consult with, or obtain the consent of any union, works council, employee representative or other labor representative for employees of the Company Entities.

(c) To the Knowledge of the Company, each Company Entity is in compliance in all material respects with all applicable Laws respecting labor, employment, fair employment practices (including equal employment opportunity laws), terms and conditions of employment, classification of employees, workers' compensation, occupational safety and health, all federal, state, and local laws, ordinances and official guidance regarding COVID-19, disability rights and benefits, affirmative action, employee privacy, labor relations, whistleblowing, classification of independent contractors, employee leave issues, discrimination, harassment, retaliation, immigration, affirmative action, plant closings, and wages and hours. All payments due from any Company Entity on account of wages, salaries, wage premiums, commissions, bonuses, severance and termination payments, fees, and other compensation that is due and payable to any current or former employees, directors, officers, or independent contractors of any Company Entity have been fully paid, and all fees that are due and payable to any independent contractor, consultant or temporary employee of any Company Entity has been made. Each Company Entity has withheld all amounts required by applicable Laws or by Contract to be withheld from the wages, salaries and other payments to its officers; and is not liable for any arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) No employee layoff, facility closure or shutdown (whether voluntary or by governmental order), reduction-in-force, furlough, temporary layoff, work schedule change or reduction in hours, salary or wages, or other workforce changes affecting employees of the Company Entities has occurred or has been announced in the 24 months preceding this Agreement, including as a result of COVID-19. None of the Company Entities has implemented any plant closing or employee layoffs that would trigger notice obligations under the Worker Adjustment and Retraining Notification Act of 1988 or any similar state, local, or foreign Laws.

(e) Neither the Company nor any of its Subsidiaries has experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes.

(f) No Company Entity has within a period of two (2) years preceding the date of this Agreement given any notice of redundancy to any of its employees or started consultation with any independent trade union or workers' representatives in relation to any employees. Within the period of two (2) years preceding the date of this Agreement, no Company Entity has given notice of redundancy to the Secretary of State or any other appropriate body in any relevant jurisdiction or started consultation with any independent trade union or workers' representatives in relation to any employees.

(g) Except as set forth in Section 3.20(g) of the Company Disclosure Letter or as required by applicable Law, (i) to the Knowledge of the Company within a period of two (2) years preceding the date of this Agreement no more than five percent (5%) per annum of the Professionals of any Professional Practice terminated their employment or independent contractor relationships, as the case may be, with such Professional Practice, (ii) the Company Entities do not have a present intention to terminate the employment or independent contractor relationships, as the case may be, of more than five percent (5%) of the Professionals of any Professional Practice, (iii) upon termination of an employment or independent contractor relationship, as the case may be, of any Professional of any Professional Practice, no severance or other payments will become due to such Professional from any Company Entity, and (iv) no Company Entity has any policy, practice, plan, or program of paying severance pay or any form of severance compensation in connection with the termination of the

employment or independent contractor relationships, as the case may be, of the Professionals of any Professional Practice.

(h) In respect of the Company Entity employees who work in the United Kingdom only:

(i) All Company Entity employees have received a written statement of particulars of employment as required by section 1 of the Employment Rights Act 1996 to the extent they are so entitled.

(ii) No Company Entity has in the 24 months preceding this Agreement been a party to any "relevant transfer" (as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended). No employee has in the 24 months preceding this Agreement had the terms of their employment varied for any reason as a result of or connected with a relevant transfer.

(iii) Each Company Entity has complied with its obligations under the Working Time Regulations 1998, in particular, or other applicable Law as to the hours worked by its employees.

(iv) In the twelve (12) months preceding this Agreement, there has been no recommendation made by an employment tribunal nor any investigation by anybody responsible for investigating or enforcing matters relating to any protected characteristic under the Equality Act 2010 or equivalent legislation in any applicable jurisdiction.

(v) No director or employee of any Company Entity will be entitled by reason of the transactions contemplated by this agreement to any one-off payment, bonus or commission, acceleration in the time of vesting or time of payment, or increase in the amount of, any compensation, or to terminate his employment.

(vi) Except as set forth on Section 3.20(h)(vi) of the Company Disclosure Letter, there are no severance, redundancy or other similar agreements or schemes conferring any entitlement on any of the directors and employees of any Company Entity to receive any payment on the termination of their employment (except for contractual notice pay), and no Company Entity is party to or bound by any such arrangements. To the Company's knowledge, no Company Entity has incurred any actual or contingent liability in connection with any termination of employment (including redundancy payments) or for failure to comply with any order for the reinstatement or re-engagement of any employee.

3.21 Coronavirus Job Retention Scheme.

(a) Section 3.21 of the Company Disclosure Letter includes anonymized details of all employees who have been absent and unable to work for a period of twenty-one (21) days or more due to COVID-19, or measures taken in connection with it, and how such employees are being paid. Except as set out in Section 3.21 of the Company Disclosure Letter there have not been any redundancies of employees or variation to employee pay or hours as a result of COVID-19.

(b) Each Company Entity has complied in all material respects with their requirements under all applicable Law when implementing any furlough leave, stand down, other leave or any direction in relation to working hours. To the Knowledge of the Company, no Company Entity employee has raised any grievance and/or written concern regarding their furlough leave, stand down, other leave or any direction given in relation to working hours. If required under applicable Law, each Company Entity has obtained written consent from all employees to place them on furlough, other leave or stand down and no employee has refused to give consent.

(c) Employees have continued to accrue holiday / annual leave in the normal way and have accrued holiday / annual leave in accordance with their contract of employment whilst on furlough, stand down or other leave. Employees have received full holiday pay for any periods of holiday taken during furlough or stand down.

(d) For any employee whose employment has terminated during their period of furlough leave, stand down or other leave the relevant Company Entity has paid these employees their full notice and any other entitlement under their contract of employment and in accordance with any applicable Law.

3.22 Healthcare Regulatory Compliance.

(a) Compliance with Healthcare Laws. Each Company Entity has operated its business since the later of January 1, 2017 or its respective date of incorporation or organization, and is presently operating as of the date hereof, in material compliance with all applicable Healthcare Laws, and, to the Knowledge of the Company, all of the Company Entities' equity holders, officers, directors, managers, employees, contractors and agents (to the extent such contractors and agents have acted on behalf of any Company Entity) are and have been since the later of January 1, 2018 or the applicable Company Entity's date of incorporation or organization, in compliance in all material respects with all applicable Healthcare Laws.

(b) Company Entity Products.

(i) All Company Entity Products are, to the extent applicable, developed, tested, investigated, manufactured, prepared, packaged, tested, labeled, distributed, marketed and advertised in compliance in all material respects with the applicable Healthcare Laws.

(ii) Since January 1, 2017, the Company Entities have not distributed any Company Entity Products that were upon their shipment or offer for sale by any Company Entity, adulterated or misbranded in violation of 21 U.S.C. § 331 or similar foreign law. No Company Entity Products have been seized, withdrawn, recalled, detained or subject to a suspension (other than in the Ordinary Course of Business) of research, manufacturing or distribution, and there are no facts or circumstances reasonably likely to cause (A) the seizure, denial, withdrawal, recall, detention, public health notification, safety alert or suspension of manufacturing or other activity relating to any Company Entity Product or (B) a termination, seizure or suspension of researching, clinical investigation, manufacturing or distributing of any Company Entity Product, in either case, except as would not have been material to the Company Entities, taken as a whole. As of the date of this Agreement, no Legal Proceedings seeking the withdrawal, recall, revocation, suspension, import detention or seizure of any Company Entity Product are pending or, to the Knowledge of the Company, threatened against the Company Entities.

(iii) To the Knowledge of Company, neither the Company Entities nor any of their respective directors, managers, officers, employees, or independent contractors (to the extent serving as personnel and/or furnishing health care items or services) (A) have been excluded or debarred from any federal healthcare program (including Medicare or Medicaid) or any other governmental healthcare program or (B) have received notice from the FDA, any other Governmental Entity and/or any health insurance institution with respect to debarment, disqualification or restriction. None of the Company Entities nor, to the Knowledge of the Company, any of the Company Entities' officers, directors, manager, employees, agents or contractors have been convicted of any crime or engaged in any conduct for which (1) debarment is mandated or permitted by 21 U.S.C. § 335a or (2) such Person could be excluded from participating in the federal healthcare programs under Section 1128 of the Social Security Act or any similar Law. To the Knowledge of the Company, no officer, employee, or agent of

any Company Entity has (x) made any untrue statement of material fact or fraudulent statement to the FDA or any other Governmental Entity; (y) failed to disclose a material fact required to be disclosed to the FDA or any other Governmental Entity; or (z) committed an act, made a statement or failed to make a statement that would reasonably be expected to provide the basis for the FDA or any other Governmental Entity to refuse to grant a Permit for any Company Entity Product.

(iv) To the Knowledge of the Company, there is no Legal Proceeding pending against any Company Entity related to product liability for the Company Entity Products.

(c) Regulatory Filings and Audits.

(i) Section 3.22(c)(i) of the Company Disclosure Letter sets forth a list of all annual statements and quarterly statements of each Company Entity required under applicable Healthcare Laws and filed with Governmental Entities for the years ended December 31, 2020 (collectively, the "Regulatory Statements"). No Governmental Entity has provided any Company Entity with written notice of, or, to the Knowledge of the Company, commenced any Legal Proceeding in respect of, any outstanding deficiencies or liabilities with respect to any Company Entity's Regulatory Statements or any information contained therein.

(ii) The Company Entities have made available to the SPAC true and complete copies of all audits performed with respect to the Company Entities by any health care regulatory Governmental Entity or Notified Body since January 1, 2018, other than audits completed by any Governmental Entity or Notified Body in the ordinary course or audits requiring no material plan of correction (the "Audit Reports"), along with true and correct copies of the Governmental Entities' or Notified Bodies', as applicable, responses and plans of correction with respect to such provided Audit Reports.

(iii) Since January 1, 2017, each Company Entity (A) has timely filed all Regulatory Statements and all material reports, notices of material modification, amendments, schedules, statements, documents, disclosures, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto (collectively, the "Regulatory Filings"), that such Company Entity was required to file with any Governmental Entity, including state health, managed care and insurance regulatory authorities and any applicable federal regulatory authorities, (B) has received all approvals, consents and authorizations of any Governmental Entity or Notified Body as required to operate each Company Entity as currently operating, and is in the process of obtaining any approvals, consents, and authorizations of any Governmental Entity or Notified Body contemplated to be required for planned operations, and (C) has timely paid to the applicable Governmental Entity or Notified Body all fees and assessments due and payable in connection therewith. Such Regulatory Filings were, at the time of filing, true and correct in all material respects. Other than as set forth in the Audit Reports or on Section 3.22(c)(iii) of the Company Disclosure Letter, (A) no material deficiencies or fines have been asserted in writing against the Company Entities with respect to the Regulatory Filings, (B) the Regulatory Filings were in compliance in all material respects with applicable Law when filed, (C) to the Knowledge of the Company, no material fine or penalty has been imposed on the Company Entities as a result of or to settle allegations of any noncompliance with material deficiencies in any Regulatory Filing, and (D) to the Knowledge of the Company, no investigation related to the preparation of an Audit Report is currently pending or has been threatened to any Company Entity in writing by any Governmental Entity or Notified Body.

(d) Compliance with Compliance Program Requirements.

(i) The Company Entities are operating in accordance with a compliance program that is materially consistent with the compliance guidance published by OIG and the Federal Sentencing Guidelines.

(ii) Company has made available to the SPAC true and complete copies of all material compliance program materials, including all available program descriptions, compliance officer and committee descriptions, ethic and risk area policy materials, training and education materials, auditing and monitoring protocols, reporting mechanisms, and disciplinary policies. The Company Entities have processes for identifying, investigating, and, where applicable, responding to identified compliance-related issues. To the Knowledge of Company, all material compliance-related issues that have been identified have been addressed, or, to the extent applicable, are in the process of being investigated and/or addressed.

(e) Compliance with Documentation, Coding and Billing Laws and Practices. All documentation, coding and billing practices of the Company Entities and the Professionals are in compliance in all material respects with applicable Healthcare Laws and applicable Third Party Payor requirements Section 3.22(e) of the Company Disclosure Letter identifies, as of the date hereof, the Third Party Payor programs in which any Company Entity participates and lists all related provider numbers.

(f) Overpayments.

(i) No Company Entity has knowingly submitted to any Third Party Payor any false or fraudulent claim for payment or knowingly billed for or received any material amount in excess of amounts permitted by applicable Healthcare Laws or the contractual requirements of any Third Party Payor, except for overpayments received in the Ordinary Course of Business ("Overpayments"); once such Overpayments were identified, to the extent required by applicable Healthcare Law, the applicable Company Entity refunded or made efforts to refund such Overpayments to the full extent required by applicable Healthcare Laws. The Company Entities have a process in place to identify overpayments and to then disclose and refund such overpayment to the appropriate Person in a timely manner.

(ii) Since January 1, 2017, no Company Entity has received an overpayment by or from any Governmental Entity (including any Governmental Program), including by or from any intermediary or carrier, which has not been repaid (or is in the process of being repaid) to such Governmental Entity.

(g) Compliance with the Anti-Referral Laws.

(i) The Company Entities and, to the Knowledge of the Company, their respective equity holders, officers, directors, managers, employees, contractors and agents (to the extent such contractors and agents have acted on behalf of any Company Entity) are in compliance in all material respects with (A) all applicable federal Laws relating to healthcare fraud and abuse, including but not limited to: the Anti-Kickback Law, 42 U.S.C. § 1320a-7b, 42 C.F.R. § 1001.952, the Civil Monetary Penalties Act, 42 U.S.C. § 1320a-7a, and the federal physician self-referral prohibition, 42 U.S.C. § 1395nn, 42 C.F.R. § 411.351 et seq., and (B) any and all other applicable Healthcare Laws relating to health care fraud and abuse.

(ii) None of the Company Entities nor, to the Knowledge of the Company, any of their equity holders, officers, directors, managers, employees, contractors or agents (to the extent such contractors and agents have acted on behalf of any Company Entity) has provided or paid remuneration in any form (whether in cash or in kind, directly or indirectly, covertly or overtly, including, but not limited to, any form of gifts or gratuitous payment of any kind, whether in money, property or services, to referral sources, any above fair market compensation, and any free services), or made any financial arrangements with, any other healthcare provider, referral source, entity or person with the intent to induce, obtain or maintain business or patient referrals, except as otherwise permitted by applicable Healthcare Laws. To the Knowledge of the Company, no Person associated

with any Company Entity has entered into any contract or financial arrangement with any Person with whom any Company Entity has, or plans to have, a referral relationship that is noncompliant with any applicable Healthcare Laws, including any state and federal fraud and abuse, professional misconduct, or any other applicable Healthcare Law.

(iii) All of the Company Entities marketing activities, whether engaged in either directly by the Company Entities or through independent contractors engaged by the Company Entities, including the provision of anything of value to a referral source or patient, are in compliance in all material respects with all applicable Laws.

(h) Compliance with Rules Governing Governmental Program Eligibility and Excluded Individuals.

(i) Since January 1, 2017, none of the Company Entities or, to the Knowledge of the Company, any of the Professionals, has been excluded, debarred, suspended, or otherwise ineligible to participate in any Governmental Program, and, to the Knowledge of the Company, no Legal Proceeding concerning such an exclusion, debarment, suspension or other disqualification is pending or has been threatened. No Company Entity has received any written notice that it, its equity holders, officers, directors, managers, employees, providers of services (whether employed or contracted) or other vendors or agents that provide healthcare-related services, or Professionals has been charged with or convicted of a criminal offense related to any Governmental Program, patient neglect or abuse in connection with the delivery of a health care item or service, or fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct in connection with the delivery of a health care item or service.

(ii) The Company Entities have in place a process to regularly check applicable Governmental Program exclusion and debarment lists to determine whether any of the following Persons are ineligible under applicable Law to participate in such Governmental Program: any Company Entity or any of their equity holders, officers, directors, managers, employees, providers of services (whether employed or contracted), any contracted vendor or agent that provides healthcare related services to any Company Entity, or any Professional (each, a "Screened Person"). To the Knowledge of the Company, the Company Entities have not allowed any Screened Person who has been ineligible under applicable Law to participate in any Governmental Program to directly participate in such Governmental Program.

(i) Compensation Arrangements. To the Knowledge of the Company, all compensation arrangements between or among the Company Entities and Professionals, including any agreements between the Company or any of its Subsidiaries, on the one hand, and any Professional Practice, on the other hand, for administrative services and any agreements for professional services between any Professional Practice, on the one hand, and any Professional, on the other hand, are consistent with fair market value for services rendered, and, to the Knowledge of the Company, no Governmental Entity, Third Party Payor or any other Person has challenged whether such financial arrangements are within fair market value for services rendered.

(j) Capital Requirements. Except as set forth in Section 3.22(j) of the Company Disclosure Letter, each Company Entity is, and has since the later of January 1, 2018 or the applicable Company Entity's date of incorporation or organization been, in compliance in all material respects with all deposit, reserve, capital, net worth, tangible net equity and other financial Laws, including statutory and contractual risk-based capital requirements applicable to such Company Entity.

3.23 Brokers. No Company Entity is liable for any investment banking fee, finder's fee, brokerage payment or other like payment in connection with the origination, negotiation or consummation of the Transactions.

3.24 Compliance with International Trade & Anti-Corruption Laws.

(a) Since January 1, 2018, and except where the failure to be, or to have been, in compliance with such Laws has not been or would not, individually or in the aggregate, reasonably be expected to be material to the Company taken as a whole, neither the Company Entities nor, to the Company's Knowledge, any of their Representatives, or any other Persons acting for or on behalf of any of the foregoing, is or has been (i) a Person named on any Sanctions and Export Control Laws-related list of designated Persons maintained by a Governmental Entity; (ii) located, organized or resident in a country or territory which is itself the subject of or target of any comprehensive Sanctions and Export Control Laws (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); (iii) an entity 50-percent or more owned, directly or indirectly, by one or more Persons described in clause (i) or (ii); or (iv) otherwise engaging in dealings with or for the benefit of any Person described in clauses (i) through (iii).

(b) Neither the Company Entities, their directors or officers, nor, to the Company's Knowledge, any of their employees or agents has, directly or knowingly indirectly (i) made, offered, promised, authorized, paid or received any unlawful bribes, kickbacks or other similar payments to or from any Person, (ii) made, offered, promised, authorized or paid any unlawful contributions to a domestic or foreign political party or candidate, or (iii) otherwise made, offered, promised, authorized, paid or received any improper payment, in each of clauses (i) – (iii) in violation of any Anti-Corruption Laws. The Company Entities have implemented and maintained policies and procedures reasonably designed to promote compliance in all material respects with Anti-Corruption Laws.

(c) To the Knowledge of the Company, there is no current investigation, allegation, request for information, or other inquiry by any Governmental Entity regarding the actual or possible violation of the Anti-Corruption Laws or Sanction and Export Controls Laws by any Company Entity and since January 1, 2018, no Company Entity has received any written notice that there is any investigation, allegation, request for information, or other inquiry by any Governmental Entity regarding an actual or possible violation by a Company Entity of the Anti-Corruption Laws or Sanctions and Export Controls Laws.

(d) To the Knowledge of the Company, no person associated with any Company Entity within the meaning of Section 8 of the Bribery Act 2010 (an "Associated Person") has bribed another person (within the meaning given in Section 7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of business for any Company Entity and each Company Entity has at all relevant times had in place adequate procedures in line with the guidance published from time to time by the Secretary of State under Section 9 of the Bribery Act 2010 designed to prevent its Associated Persons from undertaking any such conduct.

(e) To the Knowledge of the Company, no Company Entity has committed or omitted to do any act or thing which has given rise to any fine, penalty, or damages.

(f) To the Knowledge of the Company, no Company Entity nor any of their respective directors, officer or employees is the subject of any investigation by the Competition and Markets Authority (or which was initiated by the Office of Fair Trading or the Competition Commission, prior to being replaced by the Competition and Markets Authority) or the European Commission or any other Governmental Entity responsible for enforcing the Antitrust Law of any jurisdiction.

(g) To the Knowledge of the Company, no Company Entity is subject to any pending decisions, judgments, orders or rulings of any Governmental Entity or any other authority responsible for enforcing the Antitrust Law of any jurisdiction, nor have they given any undertakings or commitments to such bodies which affect the conduct of their respective businesses.

3.25 Books and Records. All books and records of the Company Entities are accurate, up to date, under the relevant Company Entity's control and are maintained in accordance with applicable Laws, in each case, in all material respects.

3.26 Vote Required. The Company Shareholders required to approve the Transactions have each delivered Company Voting and Support Agreements.

3.27 Information Supplied. None of the information relating to the Company Entities supplied by or on behalf of the Company Entities expressly for inclusion or incorporation by reference in the Closing in the Registration Statement / Proxy Statement contains 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.

3.28 Investigations.

(a) Each of the Company and Merger Sub acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, contracts and other assets of the SPAC which it and its Representatives have desired or requested to review, and that they and their Representatives have had full opportunity to meet with the management of the SPAC and to discuss the business and assets of the SPAC. Each of the Company and Merger Sub acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the SPAC and its business and operations.

(b) In entering into this Agreement and the other Transaction Documents to which it is or will be a party, each of the Company and Merger Sub has relied on its own investigation and analysis and the representations and warranties expressly set forth in Article III and in the Transaction Documents to which it is or will be a party and no other representations or warranties of the SPAC, any SPAC Non-Party Affiliate or any other Person, either express or implied, and the Company, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that, except for the representations and warranties expressly set forth in Article III and in the Transaction Documents to which it is or will be a party, none of the SPAC, any SPAC Non-Party Affiliate nor any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the other Transaction Documents or the Transactions.

3.29 NO ADDITIONAL REPRESENTATIONS; NO RELIANCE. THE SPAC ACKNOWLEDGES AND AGREES THAT: (A) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY AND MERGER SUB IN ARTICLE III OR THE TRANSACTION DOCUMENTS, NO COMPANY ENTITY OR AFFILIATE THEREOF NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPANY ENTITIES OR ANY OTHER PERSON OR THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE SPAC OR ANY OF ITS RESPECTIVE AFFILIATES OR REPRESENTATIVES OF

ANY DOCUMENTATION, FORECASTS, PROJECTIONS OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING; (B) THE SPAC HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY FROM THE COMPANY SHAREHOLDERS, THE COMPANY, MERGER SUB OR ANY OTHER PERSON IN DETERMINING TO ENTER INTO THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS; AND (C) NONE OF THE COMPANY STOCKHOLDERS, THE COMPANY, MERGER SUB OR ANY OTHER PERSON WILL HAVE, OR BE SUBJECT TO, ANY LIABILITY TO THE SPAC OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO, OR USE BY, THE SPAC OF ANY INFORMATION REGARDING THE COMPANY ENTITIES FURNISHED OR MADE AVAILABLE TO THE SPAC AND ITS REPRESENTATIVES, INCLUDING ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO THE SPAC IN ANY DATA ROOM, MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT IN THE CASE OF FRAUD. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY AND MERGER SUB IN ARTICLE III AND IN THE TRANSACTION DOCUMENTS, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY THE COMPANY AND MERGER SUB.

ARTICLE IV
COVENANTS OF THE SPAC

4.01 Operations of the SPAC Prior to the Closing.

(a) From the date hereof until the earlier of the termination of this Agreement and the Closing Date (the "Pre-Closing Period"), and except (i) if the Company will have consented (which consent will not be unreasonably withheld, conditioned or delayed) after notice has been provided by the SPAC, or (ii) as contemplated by this Agreement, the SPAC shall (A) conduct its business, in all material respects, in the Ordinary Course of Business, (B) comply with all applicable Laws, (C) use commercially reasonable efforts to keep available the services of their respective officers and employees, and (D) not take any of the following actions:

(i) make any amendment or modification to its Governing Documents;

(ii) take any action in material violation or contravention of any of the SPAC's Governing Documents, applicable Law or any applicable rules and regulations of the SEC and Nasdaq;

(iii) split, combine or reclassify the SPAC Shares;

(iv) except pursuant to the Working Capital Loans, authorize 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 security interests, 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 Person with respect to such equity securities or other security interests;

(v) make any redemption or purchase of its equity interests, except pursuant to the Offer or as otherwise required by the SPAC's Governing Documents;

(vi) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its equity securities;

(vii) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(viii) make any amendment or modification to the SPAC Trust Agreement;

(ix) make or allow to be made any reduction in the SPAC Trust Amount, other than as expressly permitted by the SPAC's Governing Documents;

(x) incur any Indebtedness, expenses or any other financial obligations that will become the obligations of the Surviving Company at or following the Effective Time (other than the making of Working Capital Loans) or issue or sell any debt securities or warrants or rights to acquire any debt securities of the SPAC or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any Person for indebtedness;

(xi) establish any Subsidiary or acquire any interest in any material non-cash asset (other than rights in any Contract);

(xii) prepare or file any Tax Return materially inconsistent with past practice or, on any such Tax Return, take any Tax position, make any Tax election, or adopt any method of Tax accounting that is materially inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods, except, in each case, as required by applicable Law

(xiii) enter into any Tax sharing, allocation or similar agreement (other than agreements among the Company Entities and commercial contracts entered into in the ordinary course of business and not primarily relating to Taxes);

(xiv) amend, waive or terminate, in whole or in part, any other material agreement to which the SPAC is a party;

(xv) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(xvi) adopt any SPAC Employee Benefit Plan, except with respect to adopting or putting in place employee benefit plans for the benefit of the employees, independent contractors and/or temporary employees of the Company Entities that will be effective as of the Closing Date; or

(xvii) enter into any agreement or commitment to do any of the foregoing, or any action or omission that would result in any of the foregoing.

(b) Nothing contained in this Agreement will give the Company or Merger Sub, directly or indirectly, the right to control or direct the SPAC's operations prior to the Closing.

4.02 Access to Books and Records. During the Pre-Closing Period, the SPAC will provide Company and its authorized Representatives reasonably acceptable to the SPAC (the "Company's Representatives") with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, senior

personnel, and all financial books and records (including Tax records) of the SPAC in order for the Company to have the opportunity to make such investigation as it will reasonably desire in connection with the consummation of the transactions contemplated hereby; provided, however, that in exercising access rights under this Section 4.02, the Company and the Company's Representatives will not be permitted to interfere unreasonably with the conduct of the business of the SPAC. Notwithstanding anything contained herein to the contrary, no such access or examination will be permitted to the extent that it would require the SPAC to disclose information subject to attorney-client privilege or attorney work-product privilege, conflict with any third-party confidentiality obligations to which the SPAC is bound or violate any applicable Law. Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 4.02 will qualify or limit any representation or warranty set forth herein or the conditions to the Closing set forth in Section 7.03(a).

4.03 SPAC Confidentiality. Prior to the Closing, the SPAC shall not disclose any Confidential Information of the Company and Merger Sub, except to the SPAC's Affiliates and its and their respective directors, officers, employees, agents or advisors (including without limitation legal counsel, accountants, auditors, consultants, or financial advisors) who are required to have the information in order for aid the SPAC in consummating the Transactions and who are subject to contractual or other confidentiality obligations at least as protective as those contained herein. The SPAC shall not be in violation of this Section 4.03 with regard to any disclosure in response to a valid Order or other Legal Requirement, provided that the SPAC gives the Company prompt written notice of such requirement prior to disclosure, if legally permissible, and uses its commercially reasonable effort to assist the Company in seeking an order protecting such Confidential Information from public disclosure. The SPAC will notify the Company in writing promptly upon any unauthorized use or disclosure of Confidential Information of the Company or Merger Sub of which it becomes aware.

4.04 Efforts to Consummate. Subject to the terms and conditions herein provided, during the Pre-Closing Period, the SPAC will use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not a waiver, of the Closing conditions set forth in Section 7.01 and Section 7.03) and the Reclassification Schedule; provided, that such efforts will not require agreeing to any obligations or accommodations (financial or otherwise) binding on the SPAC in the event the Closing does not occur. The Parties acknowledge and agree that nothing contained in this Section 4.04 will limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of the SPAC's obligations under this Agreement.

4.05 Exclusive Dealing. During the Pre-Closing Period, the SPAC will not take any action to knowingly initiate, solicit or engage in discussions or negotiations with, or knowingly provide any information to, any Person (other than the Company and Merger Sub and their respective Representatives or as contemplated by this Agreement and the other Transaction Documents or the PIPE Investors with respect to the PIPE including as contemplated by the Subscription Agreements) concerning any alternative business combination transaction involving the SPAC, including any purchase or sale of equity or assets of the SPAC by any other Person, any purchase or sale of equity or assets of any other Person by the SPAC, any merger, combination or recapitalization of the SPAC or any Subsidiary thereof or any merger, combination or recapitalization of any other Person in a transaction to which the SPAC or any Subsidiary thereof is a party (each such transaction, a "SPAC Acquisition Transaction"); provided that this Section 4.05 will not apply to the SPAC in connection with communications to its shareholders related to the transactions contemplated by this Agreement. The SPAC will, and will cause its Subsidiaries to, cease and cause to be terminated any existing discussions, communications or negotiations with any Person (other than the Company and Merger Sub and their respective Representatives and the PIPE Investors with respect to the PIPE Investment) conducted heretofore with respect to any SPAC Acquisition Transaction. In

the event that any unsolicited inquiry is made by a potential party to a SPAC Acquisition Transaction, whether formal or informal, the SPAC will promptly notify the Company that such contact has occurred and provide the name of the Person who made such contact and if terms were proposed, what terms were so proposed.

4.06 PIPE Investment. The SPAC shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms and conditions described therein, including maintaining in effect the Subscription Agreements and to use its reasonable best efforts to satisfy in all material respects on a timely basis all conditions and covenants applicable to the SPAC in the Subscription Agreements and otherwise comply with its obligations thereunder.

4.07 Sponsor Support. During the Pre-Closing Period, Sponsor may, at its sole discretion, provide one or more working capital loans to the SPAC (the "Working Capital Loans") to pay for the SPAC expenses incurred in connection with the transactions contemplated by this Agreement and the other Transaction Documents. Such Working Capital Loans shall be convertible into SPAC Warrants immediately prior to the Effective Time at a conversion price and on the terms and conditions set forth in the SPAC's Form S-1 filing.

4.08 Notification. During the Pre-Closing Period, if the SPAC becomes aware of any fact or condition arising after the date hereof that constitutes a breach of any representation or warranty made by the SPAC in ARTICLE II or of any covenant, in each case that would cause the conditions set forth in Section 7.02(a) or Section 7.02(b), as applicable, not to be satisfied as of the Closing Date, the SPAC will disclose in writing to the Company such breach.

ARTICLE V
COVENANTS OF COMPANY AND MERGER SUB

5.01 Operations of the Company and Merger Sub Prior to Closing.

(a) During the Pre-Closing Period, except (i) if the SPAC will have consented (which consent will not be unreasonably withheld, conditioned or delayed) after notice has been provided by the Company, (ii) as otherwise contemplated by this Agreement or (iii) as otherwise disclosed on Section 5.01 of the Company Disclosure Letter, or (iv) as otherwise set forth in the Reclassification Schedule, the Company (A) will use commercially reasonable efforts to conduct its business and the businesses of the other Company Entities in the Ordinary Course of Business; (B) use commercially reasonable efforts to keep available the services of its and the other Company Entities' officers and employees; (C) shall and shall cause the Company Entities to use commercially reasonable efforts to, keep all insurance policies currently in effect, or policies that are substantially similar in all material aspects with the terms, conditions, retentions, and limits of liability under the insurance in effect as of the date hereof; and (D) will not, and will not permit any Company Entity to:

(i) except for issuances of (A) replacement certificates for Company Shares, (B) new certificates for Company Shares in connection with a transfer of Company Shares by the holder thereof, (C) Pubco Class A Shares to PIPE Investors in connection with the PIPE Investment, (D) Company Shares pursuant to the exercise of existing Company Options, or (E) Pubco Shares in connection with the Reclassification, sell or deliver any of its or any of its Subsidiaries' equity securities or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any of its or any of its Subsidiaries' equity securities;

(ii) (A) effect any recapitalization, reclassification, equity split or like change in its capitalization (other than the Reclassification) or (B) fail to effect the Reclassification on the terms set forth on the Reclassification Schedule;

(iii) except for any amendments necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents (including, without limitation, the Reclassification), amend the Company's Governing Documents or any of its Subsidiaries' organizational documents;

(iv) 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, in each case, outside the Company Group;

(v) (A) sell, assign or transfer any material portion of its tangible assets, except in the Ordinary Course of Business for (1) inventory assets and (2) non-inventory assets having an aggregate value of less than $500,000 and except for sales of obsolete assets or assets with *de minimis* or no book value; or (B) mortgage, encumber, pledge, or impose any Lien upon any of its assets, except for Permitted Liens or in the Ordinary Course of Business or for the purpose of raising short term financing for working capital needs;

(vi) enter into, amend, breach or terminate any Material Contract or Real Property Leases other than in the Ordinary Course of Business;

(vii) make any loans, advances or capital contributions to, or guarantees for the benefit of, or any investments in, any Person, other than (A) intercompany loans or capital contributions between the Company and any of its wholly owned Subsidiaries or its Professional Practices, (B) the reimbursement of expenses of employees in the Ordinary Course of Business and consistent with past practice, (C) prepayments and deposits paid to suppliers of any Company Entity in the Ordinary Course of Business, (D) trade credit extended to customers of the Company Entities in the Ordinary Course of Business, and (E) advances to wholly owned Subsidiaries or its Professional Practices of the Company;

(viii) enter into any other transaction with any of its directors, officers or employees or hire or terminate any directors, officers or employees, other than, in each case, with any such employee with an annual base salary of less than $400,000;

(ix) enter into, modify or terminate any employment agreement, independent contractor agreement, staffing agreement, Company Employee Benefit Plan, UK Pension Scheme, collective bargaining agreement, works council agreement, employee representative agreement, labor representative agreement, severance agreement or change of control agreement, other than, in each case, for any such individual with an annual base salary of less than $400,000 or as required by applicable Law;

(x) cancel or modify the terms of any material third-party Indebtedness owed to any Company Entity;

(xi) make, amend, disregard, withdraw or disclaim any material claim, election, surrender or disclaimer in respect of Taxes or material method of accounting or accounting policies of any Company Entity, in each case unless required by Law or IFRS or GAAP;

(xii) prepare or file any Tax Return materially inconsistent with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is materially inconsistent with positions

taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including materially inconsistent positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date), surrender any right to claim a refund of Taxes other than surrenders between Company Entities; knowingly fail to pay any material Tax as such Tax becomes due and payable unless such Tax is being contested in good faith or change its US federal income tax classification;

(xiii) make any Tax election reasonably expected to have a material effect in a period ending after the Closing Date;

(xiv) settle or otherwise compromise any material Claim relating to Taxes, enter into any closing agreement or similar agreement relating to Taxes, otherwise settle any material dispute relating to Taxes, or request any ruling or similar guidance with respect to Taxes, 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);

(xv) consent to any extension or waiver of the statutory period of limitations applicable to any material Tax matter (other than at the request of a taxing authority), file any amended material Tax Return, fail to timely file (taking into account valid extensions) any material Tax Return required to be filed, fail to pay any material amount of Tax as it becomes due, enter into any Tax sharing, allocation or similar agreement (other than commercial contracts entered into in the Ordinary Course of Business and not primarily relating to Taxes), surrender any right to claim any refund of a material amount of Taxes, or take any action that would reasonably be expected to prevent, impair or impede the Intended Tax Treatment;

(xvi) change any Company Entity's methods of accounting in any material respect, other than changes that are required by applicable Laws, IFRS or GAAP standards;

(xvii) merge, consolidate, combine or amalgamate any Company Entity with any Person make any acquisition of a business or a division thereof, or consummate any merger or similar business combination or enter into any binding agreement for such an acquisition, merger or similar business combination with any Person (provided that non-exclusive licenses of Intellectual Property Rights will not be deemed to be an acquisition, merger or similar business combination);

(xviii) incur any Indebtedness for borrowed money or issue or sell any debt securities or warrants or rights to acquire any debt securities of the Company or any of its Subsidiaries or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any Person (other than a wholly owned Subsidiary of the Company) for Indebtedness, except for (A) in connection with refinancing of existing Indebtedness on terms no less favorable to the Company than, and in an aggregate principal amount not in excess of, such existing Indebtedness, or (B) borrowings under or permitted by the Company's existing credit facilities;

(xix) enter into any settlement, conciliation or similar Contract outside of the Ordinary Course of Business the performance of which would involve the payment by the Company Entities in excess of $500,000, in the aggregate, or that imposes, or by its terms will impose at any point in the future, any material, non-monetary obligations on any Company Entity;

(xx) authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution or similar transaction involving any Company Entity;

(xxi) 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, other than any such Contract entered into prior to the date of this Agreement;

(xxii) fail to maintain the Leased Real Property in substantially the same condition as of the date of this Agreement, other than ordinary wear and tear, casualty and condemnation;

(xxiii) discontinue any material line of business or material business operations;

(xxiv) other than in the Ordinary Course of Business, relinquish, allow to expire or terminate any license, Permit (including any Healthcare Permit), accreditation or registration, nor agree to the imposition of any undertakings, contractual limitations or adverse material modifications relating to any such license, Permit (including any Healthcare Permit), accreditation or registration; or

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

(b) Nothing contained in this Agreement will give the SPAC, directly or indirectly, the right to control or direct the Company's or any of its Subsidiaries' operations prior to the Closing.

5.02 Access to Books and Records. During the Pre-Closing Period, the Company will provide the SPAC and its authorized Representatives reasonably acceptable to the SPAC (the "SPAC's Representatives") with reasonable access, during normal business hours, and upon reasonable notice, to the offices, properties, senior personnel, and all financial books and records (including Tax records) of the Company Entities in order for the SPAC to have the opportunity to make such investigation as it will reasonably desire in connection with the consummation of the transactions contemplated hereby; provided, however, that in exercising access rights under this Section 5.02 SPAC's Representatives will not be permitted to interfere unreasonably with the conduct of the business of the Company. Notwithstanding anything contained herein to the contrary, no such access or examination will be permitted to the extent that it would require the Company to disclose information subject to attorney-client privilege or attorney work-product privilege, conflict with any third-party confidentiality obligations to which the Company is bound, or violate any applicable Law.

Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 5.02 will qualify or limit any representation or warranty set forth herein or the conditions to the Closing set forth in Section 7.02(a).

5.03 Company Confidentiality. Prior to the Closing, the Company shall not disclose any Confidential Information of the SPAC, except to the Company's Affiliates and its and their respective directors, officers, employees, agents or advisors (including without limitation legal counsel, accountants, auditors, consultants, or financial advisors) who are required to have the information in order for aid the Company in consummating the Transactions and who are subject to contractual or other confidentiality obligations at least as protective as those contained herein. The Company shall not be in violation of this Section 5.03 with regard to any disclosure in response to a valid Order or other Legal Requirement, provided that the Company gives the SPAC prompt written notice of such requirement prior to disclosure, if legally permissible, and uses its commercially reasonable effort to assist the SPAC in seeking an order protecting such Confidential Information from public disclosure. The Company will notify the SPAC in writing promptly upon any unauthorized use or disclosure of Confidential Information of the SPAC of which it becomes aware.

5.04 Exclusive Dealing. During the Pre-Closing Period, none of the Company or Merger Sub will take any action to knowingly initiate, solicit or engage in discussions or negotiations with, or knowingly provide any information to, any Person (other than the SPAC and the SPAC's Representatives) concerning an initial public offering, recapitalization or refinancing of any member of the Company Entities (other than as contemplated by this Agreement and the other Transaction Documents, including the Subscription Agreements), any purchase of a majority of the outstanding Company Shares or any merger, sale of a majority of the assets of the Company Entities or similar transactions involving the Company Entities or their respective securities (other than assets sold in the Ordinary Course of Business and licenses (whether exclusive or non-exclusive) of the Intellectual Property Rights of a third Person) (each such transaction, an "Alternative Transaction"); provided, that this Section 5.04 will not apply to the Company or Company's Representatives in connection with shareholder communications related to the transactions contemplated by this Agreement and the other Transaction Documents or the execution, delivery and performance thereof. The Company will, and will cause its Subsidiaries to, cease and cause to be terminated (a) any existing discussions, communications or negotiations with any Person (other than the SPAC and the SPAC's Representatives, the PIPE Investors with respect to the PIPE Investment) conducted heretofore with respect to any Alternative Transaction, and (b) any such Person's and its authorized Representatives' access to any electronic data room granted in connection with any acquisition transaction. In the event that any unsolicited inquiry is made by a potential party to an Alternative Transaction, whether formal or informal, the Company will (to the extent permissible under the Takeover Code) notify the SPAC that such contact has occurred.

5.05 Notification. During the Pre-Closing Period, if after the date hereof the Company has Knowledge of any fact or condition that constitutes a breach of any representation or warranty made in Article III or any covenant that would cause the conditions set forth in Section 7.03(a) or Section 7.03(b) as applicable, not to be satisfied as of the Closing Date, the Company will disclose in writing to the SPAC such breach.

5.06 Merger Sub Stockholder Approval. As promptly as reasonably practicable following the date of this Agreement (and in any event within four (4) weeks), the Company, as the sole shareholder of Merger Sub, will approve and adopt this Agreement, the Transaction Documents to which Merger Sub is or will be a party and the Transactions.

5.07 Efforts to Consummate. Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company and Merger Sub will use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the Closing conditions set forth in Section 7.01 and Section 7.02) including the Reclassification Schedule. The Parties acknowledge and agree that nothing contained in this Section 5.06 will limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of the Company's or Merger Sub's respective obligations set forth in this Agreement.

ARTICLE VI
ACTIONS PRIOR TO THE CLOSING

The respective parties hereto covenant and agree to take the following actions:

6.01 The Registration Statements and Proxy Statement.

(a) As soon as reasonably practicable following the date of this Agreement, (i) the SPAC shall prepare (with the Company's reasonable cooperation) and cause to be furnished to the SEC a proxy statement to be sent or otherwise made available to the SPAC Shareholders relating to the SPAC Shareholders' Meeting (together with any amendments or supplements thereto, the "Proxy Statement"); and (ii) the Company shall prepare (with the SPAC's reasonable cooperation) and cause to be filed with the SEC (x) the Form F-4 (the "Form F-4") relating to the registration of the offer and sale of Pubco Class A Shares to be issued in connection with the Merger, in which the Proxy Statement will be included, and (y) the Form 8-A (the "Form 8-A") in connection with the registration under the Exchange Act of the Pubco Class A Shares contemplated pursuant to the Merger. The Company and the SPAC shall use their respective reasonable best efforts to have the Form F-4 and the Form 8-A declared effective under the Securities Act as soon as reasonably practicable after such filing. Each of the SPAC and the Company shall furnish all information concerning such Person and its Affiliates to the other, and provide such other assistance, as may be reasonably requested in connection with the preparation, filing and distribution of the Form F-4, the Form 8-A, and Proxy Statement, and the Form F-4, the Form 8-A and Proxy Statement shall include all information reasonably requested by such other Party to be included therein. Each of the SPAC and the Company shall promptly notify the other upon the receipt of any comments from the SEC or any request from the SEC for amendments or supplements to the Form F-4, the Form 8-A or Proxy Statement and shall provide the other with copies of all correspondence between it and its Representatives, on the one hand, and the SEC, on the other hand, with respect to the Form F-4, the Form 8-A or the Proxy Statement, as applicable. Each of the SPAC and the Company shall use its reasonable best efforts to respond as soon as reasonably practicable to any comments from the SEC with respect to the Form F-4, the Form 8-A or Proxy Statement. Notwithstanding the foregoing, prior to filing or causing to be filed the Form F-4, the Form 8-A or the Proxy Statement (or any amendment or supplement thereto) to the SEC and making it available to the shareholders of the SPAC or responding to any comments of the SEC with respect thereto, each of the SPAC and the Company shall (A) provide the other an opportunity to review and comment on such document or response (including the proposed final version of such document or response) and (B) consider in good faith all comments reasonably proposed by the other. Each of the SPAC and the Company shall advise the other, promptly after receipt of notice thereof, of the time of effectiveness of the Form F-4 and the Form 8-A, the issuance of any stop order relating thereto or the suspension of the qualification of the Merger Consideration for offering or sale in any jurisdiction, and each of the SPAC and the Company shall use its reasonable best efforts to have any such stop order or suspension lifted, reversed or otherwise terminated. Notwithstanding anything to the contrary, neither this provision nor any other provision in this Agreement shall require counsel to either of the SPAC, the Company or their tax advisors to provide an opinion that the Merger qualifies as a reorganization within the meaning of Section 368(a) of the Code or otherwise qualifies for the Intended Tax Treatment. Each of the SPAC and the Company shall also take any other action required to be taken under the Securities Act, the Exchange Act or any applicable non-U.S. or state securities or "blue sky" Laws in connection with the Merger and the issuance of the Merger Consideration. The Company shall use its reasonable best efforts to keep the Form F-4 and the Form 8-A effective as long as necessary to consummate the Merger and the other transactions contemplated by this Agreement.

(b) The SPAC, on the one hand, and the Company, on the other hand, covenant that none of the information supplied or to be supplied by the Company or the SPAC, as applicable, for inclusion or incorporation by reference in (i) the Form F-4 or the Form 8-A will, at the time the such filing or any amendment or supplement thereto is declared effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; or (ii) the Proxy Statement will, at the date it is first filed with the SEC in definitive form or mailed or otherwise made available to the SPAC's shareholders or at the time of the SPAC Shareholders' Meeting, 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. The Form F-4 and the Form 8-A will comply as to form in all material respects with the requirements of the Securities Act and the rules and regulations thereunder, it being understood that no covenant is made by the Company or Merger Sub with respect to statements or omissions made or incorporated by reference therein based on information supplied by the SPAC for inclusion or incorporation by reference therein. The Proxy Statement will comply as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder, it being understood that no covenant is made by the SPAC with respect to statements or omissions made or incorporated by reference therein based on information supplied by the Company or Merger Sub for inclusion or incorporation by reference therein.

(c) If prior to the Effective Time, any event occurs with respect to the Company or any of its Subsidiaries, or any change occurs with respect to other information supplied by the Company for inclusion in the Proxy Statement, the Form F-4 or the Form 8-A, in each case that is required to be described in an amendment of, or a supplement to, the Proxy Statement, the Form F-4 or the Form 8-A, then the Company shall promptly notify the SPAC of such event, and the Company and the SPAC shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement, the Form F-4 or the Form 8-A and, as required by applicable Law, in disseminating the information contained in such amendment or supplement to the SPAC's shareholders.

(d) If prior to the Effective Time, any event occurs with respect to the SPAC or any of it is Subsidiaries, or any change occurs with respect to other information supplied by the SPAC for inclusion in the Proxy Statement, the Form F-4 or the Form 8-A, in each case that is required to be described in an amendment of, or a supplement to, the Proxy Statement, the Form F-4 or the Form 8-A, then the SPAC shall promptly notify the Company of such event, and the SPAC and the Company shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement, the Form F-4 or the Form 8-A and, as required by applicable Law, in disseminating the information contained in such amendment or supplement to the SPAC's shareholders.

6.02 Regulatory Filings.

(a) The Parties shall make, or cause to be made, as promptly as practicable, all filings necessary to obtain all Regulatory Approvals. The Parties shall use their reasonable best efforts to: (i) respond to any requests for additional information made by any Governmental Entity; (ii) provide the other Party with a reasonable opportunity to review and comment on any filing, submission, response to an information request or other (oral or written) material communication to be submitted or made to any Governmental Entity and such receiving Party shall consider any such received comments in good faith; (iii) advise the other Party (and, where applicable, provide a copy) of any material written or oral communications that it receives from any Governmental Entity in respect of such filings (including in respect of any supplementary filings or submissions) and otherwise in connection with satisfying the Regulatory Approvals; and (iv) provide the other Party with a reasonable opportunity to participate in any material meetings with any Governmental Entity (subject to any opposition by a Governmental Entity to a particular party's participation in such meeting) and participate in, or review, any material communication before it is made to any Governmental Entity.

(b) To the extent required under any Antitrust Laws, each party hereto agrees to promptly make any required filing or application under Antitrust Laws, as applicable, and no later than ten (10) Business Days after the date of this Agreement, the Parties each shall file (or cause to be filed) with the Antitrust Division of the U.S.

Department of Justice and the U.S. Federal Trade Commission a Notification and Report Form as required by the HSR Act. The Parties hereto agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable, including by requesting early termination of the waiting period provided for under the HSR Act. The Parties each shall, in connection with its efforts to obtain all requisite approvals and expiration or termination of waiting periods for the transactions contemplated hereby under any Antitrust Law, use its reasonable best efforts 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 reasonably informed of any communication received by such party from, or given by such party to, any Governmental Entity and of any communication received or given in connection with any proceeding by a private person, in each case regarding any of the transactions contemplated hereby, and promptly furnish the other with copies of all such written communications; (iii) permit the other to review in advance any written communication to be given by it to, and consult with each other in advance of any meeting or video or telephonic conference with, any Governmental Entity or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such Governmental Entity or other person, give the other the opportunity to attend and participate in such in person, video or telephonic meetings and conferences; (iv) in the event a party is prohibited from participating in or attending any in person, video or telephonic meetings or conferences, the other shall keep such party promptly and reasonably apprised with respect thereto; and (v) use reasonable best efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the transactions contemplated hereby, articulating any regulatory or competitive argument, and/or responding to requests or objections made by any Governmental Entity.

(c) Notwithstanding the foregoing, each Party has the right to redact or otherwise exclude a Party from receiving any confidential competitively sensitive information otherwise required to be shared under this Section 6.02, provided that such other Party's external counsel shall be entitled to receive such confidential competitively sensitive information on an external counsel only basis. The Parties shall: (i) not agree to more than one extension of any waiting period or review being undertaken by a Governmental Entity without the other Party's prior written consent; (ii) cause any applicable waiting periods to terminate or expire at the earliest possible date; and (iii) resist vigorously, at their respective cost and expense, any Order challenging the completion of the Merger or any temporary or permanent injunction which could delay or prevent the Closing, all to the end of expediting consummation of the Merger contemplated herein.

6.03 Financial Statements. As promptly as reasonably practicable following the date of this Agreement, but in any event in connection with the Registration Statement, the Company shall provide to the SPAC: (i) the audited consolidated balance sheets of the Company as of December 31, 2019 and December 31, 2020 and the related audited statements of operations, changes in shareholders' equity and cash flows of the Company Entities for each of the periods then ended, prepared in accordance with IFRS and PCAOB applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto); (ii) management's discussion and analysis of financial condition and results of operations prepared in accordance with Item 303 of Regulation S-K with respect to the periods described in clause (i); and (iii) any unaudited consolidated balance sheets and the related unaudited statements of operations, changes in shareholders' equity and cash flows of the Company Entities that may be required to be included in the Proxy Statement and the Form F-4 pursuant to any applicable SEC requirements.

6.04 Shareholder Vote; Recommendation of the SPAC Board. Except as otherwise required by applicable Law, the SPAC, through the SPAC Board, shall recommend that the SPAC Shareholders vote in favor of adopting and approving the Merger, and the SPAC shall include such recommendation in the Proxy Statement. Prior to the termination of this Agreement in accordance with Article IX, except as otherwise required by applicable Law, neither the SPAC Board nor any committee or agent or Representative thereof shall (i) withdraw (or modify in any manner adverse to the Company), or propose to withdraw (or modify in any manner adverse to the Company), the SPAC Board's recommendation in favor of the Merger, (ii) approve, recommend or declare advisable, or propose publicly to approve, recommend or declare advisable, any SPAC Acquisition Transaction, (iii) approve, recommend or declare advisable, or propose to approve, recommend or declare advisable, or allow the SPAC to execute or enter into, any agreement related to a SPAC Acquisition Transaction, (iv) enter into any agreement, letter of intent, or agreement in principle requiring the SPAC to abandon, terminate or fail to consummate the transactions contemplated hereby or breach its obligations hereunder, (v) fail to recommend against any SPAC Acquisition Transaction, (vi) fail to re-affirm the aforementioned SPAC Board recommendation of the Merger at the written request of the Company within five (5) Business Days, or (vii) resolve or agree to do any of the foregoing (each of the foregoing, a "SPAC Change in Recommendation"); provided, however, that the SPAC Board shall not be entitled to make, or agree or resolve to make, a SPAC Change in Recommendation unless (i) the SPAC delivers to the Company a written notice (a "SPAC Recommendation Change Notice") advising the Company that the SPAC Board proposes to take such action and containing the material facts underlying the SPAC Board's determination that a SPAC Change in Recommendation is required by applicable Law, and (ii) at or after 5:00 p.m., New York City time, on the fourth Business Day immediately following the day on which SPAC delivered the SPAC Recommendation Change Notice (such period from the time the SPAC Recommendation Change Notice is provided until 5:00 p.m. New York City time on the fourth Business Day immediately following the day on which SPAC delivered the SPAC Recommendation Change Notice (it being understood that any material development with respect to the facts underlying the SPAC Board's determination that a SPAC Recommendation Change is required by applicable Law shall require a new notice but with an additional three Business Day (instead of four Business Day) period from the date of such notice, the "SPAC Recommendation Change Notice Period")), the SPAC Board reaffirms that the SPAC Change in Recommendation is required by applicable Law. If requested by the Company, the SPAC will, and will use its reasonable best efforts to cause its Representatives to, during the SPAC Recommendation Change Notice Period, engage in good faith negotiations with the Company and its Representatives to make such adjustments in the terms and conditions of this Agreement so as to obviate the need for a SPAC Change in Recommendation.

6.05 SPAC Shareholders' Meeting.

(a) The SPAC shall take all action necessary under applicable Law to, in consultation with the Company, establish a record date for, call, give notice of and hold a meeting of the holders of SPAC Shares to consider and vote on the Merger, the Equity Plans and any other proposals set forth in the Proxy Statement (such meeting, the "SPAC Shareholders' Meeting"). The SPAC Shareholders' Meeting shall be held as promptly as practicable, in accordance with applicable Law and the SPAC's Governing Documents, after the Form F-4, is declared effective by the SEC. The SPAC shall take reasonable measures to ensure that all proxies solicited in connection with the SPAC Shareholders' Meeting are solicited in compliance with all applicable Law. Notwithstanding anything to the contrary contained herein, if on the date of the SPAC Shareholders' Meeting, or a date preceding the date on which the SPAC Shareholders' Meeting is scheduled, the SPAC reasonably believes that (i) it will not receive proxies sufficient to obtain the SPAC Required Vote, whether or not a quorum would be present, or (ii) it will not have sufficient SPAC Shares represented (whether in person or by proxy) to constitute a quorum necessary to conduct the business of the SPAC Shareholders' Meeting, the SPAC may

postpone or adjourn, or make one or more successive postponements or adjournments of, the SPAC Shareholders' Meeting as long as the date of the SPAC Shareholders' Meeting is not postponed or adjourned more than an aggregate of 30 calendar days in connection with any postponements or adjournments.

(b) the SPAC's obligation to call, give notice of and hold the SPAC Shareholders' Meeting in accordance with Section 6.05(a) shall not be limited or otherwise affected by any breach by the SPAC of Section 6.04.

6.06 Listing; Public Filings.

(a) During the Pre-Closing Period, the SPAC and the Company will cooperate with one another and use their respective reasonable best efforts to cause, pursuant to appliable Law and the rules and regulations of the NASDAQ, (i) the delisting of the SPAC Shares from the NASDAQ as promptly as practicable after the Effective Time, and (ii) the deregistration of the SPAC Shares pursuant to the Exchange Act as promptly as practicable after such delisting.

(b) The Company shall use its reasonable best efforts to cause the Pubco Class A Shares to be issued in connection with the Transactions to be approved for listing on the Nasdaq market(s), subject to official notice of issuance, prior to the Closing Date. Such shares shall be listed on the Closing Date under a ticker symbol to be mutually agreed upon in writing by the parties. The Company shall submit prior to the Closing an initial listing application with the Nasdaq (the "**Nasdaq Listing Application**") with respect to such shares. Each of the SPAC and the Company shall promptly furnish all information concerning itself and its Affiliates as may be reasonably requested by the other party and shall otherwise reasonably assist and cooperate with the other party in connection with the preparation, filing and distribution of the Nasdaq Listing Application. The Company will use its reasonable best efforts to (i) cause the Nasdaq Listing Application, when filed, to comply in all material respects with all legal requirements applicable thereto, (ii) respond as promptly as reasonably practicable to and resolve all comments received from the Nasdaq or its staff concerning the Nasdaq Listing Application, and (iii) have the Nasdaq Listing Application approved by the Nasdaq as promptly as practicable after such filing. No submission of, or amendment or supplement to, the Nasdaq Listing Application, or response to the Nasdaq comments with respect thereto, will be made by the Company and the SPAC, as applicable, without the other party's prior consent (which shall not be unreasonably withheld, conditioned or delayed) and without providing such other party a reasonable opportunity to review and comment thereon.

(c) The Company will promptly notify the SPAC upon the receipt of any comments from the Nasdaq or any request from the Nasdaq for amendments or supplements to the Nasdaq Listing Application and will, as promptly as practicable after receipt thereof, provide the SPAC with copies of all material correspondence between it and its Representatives, on the one hand, and the Nasdaq, on the other hand, and all written comments with respect to the Nasdaq Listing Application received from the Nasdaq and advise the SPAC on any oral comments with respect to the Nasdaq Listing Application received from the Nasdaq. The Company will advise the SPAC, promptly after the Company receives notice thereof, of the time of the approval of the Nasdaq Listing Application and the approval of the Pubco Class A Shares to be issued in connection with the Transactions for listing on the Nasdaq, subject only to official notice of issuance.

(d) During the Pre-Closing Period, the SPAC will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable securities Laws.

6.07 Non-Transfer of Certain SPAC Intellectual Property.

(a) The Company acknowledges that the SPAC is in possession of certain confidential and proprietary information of third parties received in connection with the SPAC's evaluation of alternative business combinations, including but not limited to, information concerning the business, financial condition, operations, assets and liabilities, trade secrets, know-how, technology, customers, business plans, Intellectual Property Rights, promotional and marketing efforts, the existence and progress of financings, mergers, sales of assets, take-overs or tender offers of third parties, including the SPAC's, Merger Sub's and their respective Representatives' internal notes and analysis concerning such information (collectively, "Evaluation Material"), and that the Evaluation Material is or may be subject to confidentiality or non-disclosure agreement. The Company acknowledges and agrees it has no right or expectancy in or to the Evaluation Material and the such Evaluation Material shall, without any further action of the Company or the SPAC, vest in the Sponsor at the Effective Time.

(b) The Company shall have no right or expectancy in or to the name "Alkuri Acquisition Corp." or any derivation thereof, the trading symbol "KURI," the SPAC's internet domain name, or the Intellectual Property Rights therein and all such property shall, without any further action of the Company or the SPAC, vest in the Sponsor at the Effective Time.

6.08 No Claim Against SPAC Trust. Each of the Company and Merger Sub acknowledges that it has read the Prospectus and that the SPAC has established the SPAC Trust from the proceeds of its initial public offering ("IPO") and from certain private placements occurring simultaneously with the IPO for the benefit of the holders of SPAC Public Shares (the "Public Shareholders") and certain parties (including the underwriters of the IPO) and that, except for a portion of the interest earned on the amounts held in the SPAC Trust, the SPAC may disburse monies from the SPAC Trust only: (a) to the Public Shareholders in the event they elect to redeem SPAC Share in connection with the consummation of the SPAC's initial business combination (as such term is used in the Prospectus) ("Business Combination"), (b) to the Public Shareholders if the SPAC fails to consummate a Business Combination by February 3, 2023, (c) any amounts necessary to pay any Taxes, or (d) to, or on behalf of, the SPAC after or concurrently with the consummation of a Business Combination. Each of the Company and Merger Sub hereby agrees that, it does not now and shall not at any time hereafter have (other than its rights upon and after Closing) any right, title, interest or claim of any kind in or to any monies in the SPAC Trust or distributions therefrom, or make any claim prior to Closing against the SPAC Trust, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Claims"). Each of the Company and Merger Sub hereby irrevocably waives any Claims it may have against the SPAC Trust (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with the SPAC and will not, prior to the Closing, seek recourse against the SPAC Trust (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of this Agreement). For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the waivers under this Section 6.08 will continue to apply at and after the Closing or termination of this Agreement (as applicable) to distributions made to redeeming Public Shareholders and for transaction expenses paid. Each of the Company and Merger Sub agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by the SPAC to induce it to enter into this Agreement. This Section 6.08 shall not limit the Company's or Merger Sub's right to seek specific performance against the SPAC pursuant to Section 11.17, including the right to seek specific performance against the SPAC to require the SPAC to take such actions contemplated by this Agreement subject to the satisfaction of the SPAC's conditions to the Closing in Section 7.02, and to comply with the terms of the SPAC Trust Agreement, including distribution of funds from the SPAC Trust upon the Closing in accordance with the terms of this Agreement.

6.09 Equity Plans. The Parties agree that the Company shall establish a customary equity incentive plan with an initial pool of approximately 10% of the outstanding shares of the Company as of immediately following the Closing *plus* an additional 1,200,000 Pubco Class A Shares with an evergreen annual replenishment on January 1st of each calendar year for a period of up to 10 years of 5% of the outstanding shares of Pubco Class A Shares on December 31st of the preceding calendar year or such lesser number of shares of Pubco Class A Shares determined by the board of directors of the Surviving Company (as agreed and adopted, the "Pubco Equity Incentive Plan") and to adopt such agreed plan in advance of Closing. The Company shall have the Pubco Equity Incentive Plan approved by ordinary resolution of the Company passed prior to the Closing. The SPAC shall have the Pubco Equity Incentive Plan approved by the holders of SPAC Shares at the SPAC Shareholders' Meeting.

ARTICLE VII
CONDITIONS TO CLOSING

7.01 Mutual Conditions to the Parties' Obligations. The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver in writing by the SPAC, the Company and Merger Sub in writing) of the following conditions as of the Closing Date:

(a) The Form F-4 and the Form 8-A shall have been declared effective by the SEC under the Securities Act and shall not be the subject of any stop order or Legal Proceedings seeking a stop order.

(b) All material Regulatory Approvals required to consummate the Merger and the transactions contemplated hereby (including those set forth on Section 7.01 of the Company Disclosure Letter) shall have been obtained and any mandatory waiting periods related thereto (including any extension thereof) shall have expired or been terminated.

(c) All required filings under the HSR Act shall have been completed and any applicable waiting period (and any extension thereof) applicable to the consummation of the transactions under the HSR Act shall have expired or been terminated.

(d) The SPAC Shareholder Approval shall have been obtained;

(e) No Order will have been entered and no Law will be in effect that prevents or makes illegal the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declares unlawful the transactions contemplated by this Agreement or causes such transactions to be rescinded;

(f) The Pubco Shares (including the Pubco Class A Shares to be issued in connection with the Transactions) shall have been approved for listing on Nasdaq following Closing, subject only to official notice of issuance;

(g) Each of the Company and Merger Sub on the one hand, and the SPAC, on the other hand, shall have received reasonably satisfactory evidence that, following the Effective Time, the Company will qualify as a foreign private issuer pursuant to Rule 4b-4 of the Exchange Act as of the Closing; and

(h) The SPAC shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) immediately prior to the Effective Time;

7.02 Conditions to Company's and Merger Sub's Obligations. The obligations of the Company and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Company and Merger Sub in writing) of the following conditions as of the Closing Date:

(a) (i) the SPAC Fundamental Representations (other than the representations and warranties set forth in Section 2.04) shall be true and correct (without giving effect to any limitation as to "materiality" or "SPAC Material Adverse Effect" or any similar limitation set forth therein) in all material respects as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), (ii) the representations and warranties set forth in Section 2.04 shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), (iii) the representations and warranties set forth in Section 2.08(a) shall be true and correct in all respects, and (iv) all representations and warranties contained in Article II of this Agreement (other than the SPAC Fundamental Representations and Section 2.08(a)) shall be true and correct (without giving effect to any limitation as to "materiality" or "SPAC Material Adverse Effect" or any similar limitation set forth therein) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), except, in the case of this clause (a)(iv), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "SPAC Material Adverse Effect" or any similar limitations set forth therein) has not had, and would not have, a SPAC Material Adverse Effect;

(b) The SPAC will have performed and complied with in all material respects with the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) The SPAC will have delivered Closing SPAC Cash at the Closing in an amount that equals or exceeds $230,000,000.

(d) The SPAC will have delivered to the Company each of the following:

(i) a certificate of an authorized officer of the SPAC, solely in his or her capacity as such and not in his or her personal capacity, dated as of the Closing Date, stating that the conditions specified in Section 7.02(a) and Section 7.02(b), as they relate to the SPAC, have been satisfied;

(ii) other than the Sponsor Designee in his or her capacity as a director, at or prior to the Closing, the directors and officers of the SPAC shall have resigned or otherwise been removed, effective as of the Closing; and

(iii) (a) a statement from the SPAC that the SPAC is not, and has not been at any time during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation", as defined in Section 897(c)(2) of the Code, conforming to the requirements of Treasury Regulations Section 1.1445-2(c)(3) and 1.897-2(h), and (b) a notice to be delivered to the IRS in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2), together with written authorization for Company to deliver such notice to the IRS on behalf of the SPAC following the Closing, each dated as of the Closing Date, duly executed by an authorized officer of the SPAC, and in form and substance reasonably satisfactory to Company.

7.03 Conditions to the SPAC's Obligations. The obligation of the SPAC to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or, if permitted by applicable Law, waiver by the SPAC in writing) of the following conditions as of the Closing Date:

(a) (i) the Company Fundamental Representations (other than the representations and warranties set forth in Section 3.04(a) and (c)) shall be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation set forth therein) in all material respects as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), (ii) the representations and warranties set forth in Section 3.04(a) and (c) shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), (iii) the representations and warranties set forth in Section 3.07 the representations and warranties set forth in Section 3.06(a) shall be true and correct in all respects, and (iv) all representations and warranties contained in Article III of this Agreement (other than the Company Fundamental Representations and Section 3.06(a)) shall be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation set forth therein) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent that any such representation and warranty is expressly made as of an earlier date, in which case only as of such earlier date), except, in the case of this clause (a)(iii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitations set forth therein) has not had, and would not have, a Material Adverse Effect;

(b) The Company and Merger Sub will have performed and complied with in all material respects with the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) The SPAC shall have received a duly executed counterpart signature page of the Director Nomination Agreement, the form of which is attached hereto as Exhibit F (the "Director Nomination Agreement"), which shall be effective immediately following the Effective Time;

(d) There will not have been a Material Adverse Effect since the date hereof;

(e) The Reclassification shall have been consummated in accordance with the terms of the Reclassification Schedule;

(f) The Written Consent shall not be revoked or modified; and

(g) The Company will have delivered to the SPAC a certificate of an authorized officer of each of the Company and Merger Sub in his or her capacity as such, dated as of the Closing Date, stating that the conditions specified in Section 7.03(a) and Section 7.03(b), as they relate to such entity, have been satisfied.

7.04 Frustration of Closing Conditions. The Company may not rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was proximately caused by the Company's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 5.07. The SPAC may not rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was proximately caused by the SPAC's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 4.04.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS OF THE SPAC

8.01 Indemnification of Officers and Directors of the SPAC. If the Closing occurs, the Company and the Surviving Company shall cause all rights to indemnification and advancement of expenses and all limitations on liability existing in favor of any employee, officer or director of any of the SPAC (collectively, the "SPAC Indemnitees"), as provided in the Articles of Memorandum and Association or the Charter Documents (as applicable) and any indemnification agreements of the SPAC, to survive the consummation of the transactions contemplated hereby and continue in full force and effect and be honored by the Surviving Company and the Company Entities after the Closing (including, for the avoidance of doubt, that at and after the Closing, the Company agrees to assume and guarantee any such indemnification obligations to the SPAC Indemnitees). After the Effective Time, the Company Entities and the Surviving Company shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of (i) the Charter Documents in effect immediately prior to the Effective Time and (ii) any indemnification agreements of the SPAC with any of their respective directors, officers or employees as in effect immediately prior to the Effective Time (including, for the avoidance of doubt, that at and after the Closing, the Company agrees to assume and guarantee any such indemnification agreements in favor of the SPAC Indemnitees as in effect immediately prior to the Effective Time), and in each case of clauses (i) and (ii) shall not amend or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the Effective Time were current or former directors, officers or employees of the SPAC. The obligations of the Company Entities and the Surviving Company under this Section 8.01 shall not be terminated or modified in such a manner as to adversely affect any SPAC Indemnitee to whom this Section 8.01 applies without the consent of such affected SPAC Indemnitee (it being expressly agreed that the SPAC Indemnitees to whom this Section 8.01 applies shall be intended third party beneficiaries of this Section 8.01).

8.02 Indemnification by Successors and Assigns. In the event the Company, the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets or stock or other equity interests to any Person, then and in each such case, the Company shall ensure that proper provision shall be made so that the successors and assigns of the Company or the Surviving Company, as the case may be (or their respective successors and assigns), shall assume the obligations set forth in this Article VIII.

8.03 Tail Policy. The SPAC shall, or shall cause its Affiliates to, obtain at the Company's expense a "tail" directors' and officers' liability insurance policy, effective for a period of at least six (6) years from the Closing Date, for the benefit of the SPAC or any of their officers and directors, as the case may be, with respect to claims arising from facts or events that occurred on or before the Closing Date. The Company shall cause such "tail" policy to be maintained in full force and effect, for its full term, and cause the Surviving Company to honor all obligations thereunder.

8.04 Insurance. Prior to the Closing, the Company shall obtain directors' and officers' liability insurance that shall be effective as of the Closing and will cover (i) those Persons who were directors and officers of the Company prior to the Closing, and (ii) those Persons who will be the directors and officers of the Company and its Subsidiaries at and after the Closing on terms not less favorable that the better of (A) the terms of the current directors' and officers' liability insurance in place for the SPAC and the Company's directors and officers, and (B) the terms of a typical directors' and officers' liability insurance policy for a company whose equity is listed on the Nasdaq which policy has a scope and amount of coverage that is reasonably appropriate for a company of similar characteristics (including the line of business and revenues) as the Company.

ARTICLE IX
TERMINATION

9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Company and the SPAC;

(b) by the Company by written notice to the SPAC, if any of the representations or warranties of the SPAC set forth in Article II will not be true and correct, or if the SPAC has failed to perform any covenant or agreement on the part of the SPAC set forth in this Agreement (including an obligation to consummate the Closing), such that, in each case, any condition to the Closing set forth in either Section 7.02(a) or Section 7.02(b) could not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failure to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to the SPAC; provided that the Company or Merger Sub is not then in breach of this Agreement so as to cause any condition to the Closing set forth in either Section 7.03(a) or Section 7.03(b) to not be satisfied at or prior to the Outside Date;

(c) by the SPAC by written notice to the Company, if any of the representations or warranties of the Company or Merger Sub set forth in Article III will not be true and correct, or if the Company or Merger Sub has failed to perform any covenant or agreement on the part of the Company or Merger Sub, respectively, set forth in this Agreement (including an obligation to consummate the Closing), such that, in each case, any condition to the Closing set forth in either Section 7.03(a) or Section 7.03(b) could not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to the Company or Merger Sub; provided, that the SPAC is not then in breach of this Agreement so as to cause any condition to the Closing set forth in Section 7.02(a) or Section 7.02(b) from being satisfied at or prior to the Outside Date;

(d) by the Company or the SPAC by written notice to the opposing party, as applicable, if the Closing has not occurred on or prior to the Outside Date and the Party seeking to terminate this Agreement pursuant to this Section 9.01(d) (including, in the case of the Company, Merger Sub) will not have breached in any material respect its obligations under this Agreement in any manner that will have proximately caused the failure to consummate the transactions contemplated by this Agreement on or prior to the Outside Date;

(e) by the Company or the SPAC, by written notice from the SPAC or the Company to the opposing party, as applicable, if any Governmental Entity of competent jurisdiction shall have issued an Order, enacted any Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby and, in the case of Orders and other actions, such Order or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 9.01(e) shall not be available to the party seeking to terminate if any action of such party or any failure of such party to act has been the primary cause of, or primarily resulted in, such Order or other action and such action or failure constitutes a breach of this Agreement;

(f) by the Company by written notice to the SPAC if, prior to obtaining the SPAC Shareholder Approval, a SPAC Change in Recommendation has occurred or the SPAC shall have failed to include the SPAC Board's recommendation in the Proxy Statement distributed to SPAC Shareholders; *provided*, *however*, that the

Company may not terminate this Agreement pursuant to this Section 9.01(f) if the SPAC Shareholder Approval has been obtained prior to such termination; and

(g) by either the Company or the SPAC if the meeting of the SPAC Shareholders to be held in accordance with the Proxy Statement has been held (including any adjournment thereof), and the SPAC Shareholder Approval shall not have been obtained at the meeting of SPAC Shareholders (including any adjournment thereof).

9.02 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.01, all obligations of the Parties hereunder (other than the last sentence of Section 4.02, this Section 9.02 and Article XI, which will survive the termination of this Agreement (other than the provisions of Section 11.18, which will terminate)) will terminate without any liability of any Party to any other Party; *provided*, *further*, that no termination will relieve a Party from any liability arising from or relating to any Willful Breach of this Agreement or any Transaction Documents.

ARTICLE X
DEFINITIONS

10.01 Definitions. For purposes hereof, the following terms when used herein will have the respective meanings set forth below:

"Affiliate" or "Affiliates" of any particular Person means any other Person controlling, controlled by, or under common control with, such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Agreement" has the meaning set forth in specified in the preamble.

"AI Technologies" means deep learning, machine learning, and other artificial intelligence technologies, including any and all (a) algorithms or systems or Software that make use of or employ neural networks, statistical learning algorithms (including linear and logistic regression, support vector machines, random forests, and k-means clustering) or reinforcement learning, and (b) proprietary embodied artificial intelligence and related hardware or equipment.

"Alternative Transaction" has the meaning specified in Section 5.04.

"Amended and Restated Memorandum and Articles of Association" has the meaning set forth in the Recitals.

"Anti-Corruption Laws" means, collectively, the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, applicable laws passed pursuant to the UN Convention against Corruption, and any other applicable laws and regulations regarding corruption, bribery, or gifts, hospitalities, or expense reimbursements to public officials and private persons which are applicable in countries where the Company Entities engage in business.

"Antitrust Laws" means the HSR Act or any national or international federal, state or foreign Law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization

or abuse of a dominant position or restraint of trade or the significant impediment of effective competition or the prevention, restriction or distortion of competition.

"Associated Person" has the meaning specified in Section 3.22(c)(ii)

"Audit Reports" has the meaning specified in Section 3.22(c)(ii).

"Business Combination" has the meaning specified in Section 6.08.

"Business Day" means a day that is neither a Saturday or a Sunday nor any public holiday or other day on which banking institutions in New York, New York, Jersey, Channel Islands and/or London, United Kingdom are not open for the transaction of normal business.

"Cash and Cash Equivalents" means the unrestricted cash and cash equivalents, including checks, money orders, marketable securities, short-term instruments, negotiable instruments, funds in time and demand deposits or similar accounts on hand, in lock boxes, in financial institutions or elsewhere, together with all accrued but unpaid interest thereon, and all bank, brokerage or other similar accounts.

"Certificate of Merger" has the meaning specified in Section 1.01(b).

"Charter Documents" has the meaning specified in Section 1.03.

"Claims" has the meaning specified in Section 6.08.

"Closing" has the meaning specified in Section 1.07.

"Closing Date" has the meaning specified in Section 1.07.

"Closing SPAC Cash" means an amount equal to: (a) the funds contained in the Trust Account as of the Effective Time; plus (b) all other Cash and Cash Equivalents of the SPAC (excluding, for the avoidance of doubt, any amount in the foregoing clause "(a)"); plus (c) the amount delivered to the Company prior to the Closing in connection with the consummation of the PIPE Investment; minus (d) the aggregate amount of cash proceeds that will be required to satisfy the redemption of any SPAC Shares pursuant to the Offer (to the extent not already paid).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning specified in the preamble.

"Company Board" means the board of directors of the Company.

"Company Class A Shares" means the A ordinary shares of $0.00001277 each in the capital of the Company, having the rights and being subject the restrictions, set out in the Memorandum and Articles of Association.

"Company Class B Shares" means the Class B ordinary shares of $0.00001277 each in the capital of the Company, having the rights and being subject the restrictions, set out in the Memorandum and Articles of Association.

"Company Class C Shares" means the series C preferred shares of $0.00001277 each in the capital of the Company, having the rights and being subject the restrictions, set out in the Memorandum and Articles of Association.

"Company Class G1 Shares" means the G1 ordinary redeemable shares of $0.00001277 each in the capital of the Company, having the rights and being subject the restrictions set out in the Memorandum and Articles of Association.

"Company Disclosure Letter" has the meaning specified in Article III.

"Company Entity(ies)" means the Company, its Subsidiaries (including Merger Sub) and the Professional Practices.

"Company Entity Business" has the meaning specified in Section 3.12(a).

"Company Entity Intellectual Property" has the meaning specified in Section 3.12(a).

"Company Entity Owned Intellectual Property" has the meaning specified in Section 3.12(a).

"Company Entity Products" means all products, including all versions, derivative works, releases, and models of all products (including all software products), and services marketed, distributed, licensed, provided, or sold (or proposed to be marketed, distributed, licensed, provided, or sold) by any of the Company Entities.

"Company Entity Software" has the meaning specified in Section 3.12(a).

"Company Employee Benefit Plan" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA) and all other Company standard forms of stock purchase, stock option, restricted stock, severance, retention, employment, individual consulting, change-of-control, bonus, incentive, deferred compensation, employee loan, welfare, medical, health, disability, fringe benefit and other benefit plan, agreement, program or policy (i) that is sponsored, maintained, contributed to, or required to be contributed to, by a Company Entity for the benefit of any officer, employee, consultant or director of a Company Entity or (ii) with respect to which any Company Entity has any liability (including contingent liability through any ERISA Affiliate).

"Company Fundamental Representations" means the representations and warranties set forth in Section 3.01 (Existence and Good Standing), Section 3.02 (Authority; Enforceability), Section 3.04 (Capitalization; Subsidiaries), and Section 3.23 (Brokers).

"Company Group" has the meaning specified in Section 11.19(b).

"Company Option" means an option to purchase Company Class B Ordinary Shares.

"Company's Representatives" has the meaning specified in Section 4.02.

"Company Shares" means, collectively, the Company Class A Shares, Company Class B Shares, Company Class C Shares and Company Class G1 Shares.

"Company Shareholder(s)" means a person recorded as the holder of Company Shares as of immediately prior to the Effective Time.

"Company Shareholder Approval" means the approval of any and all matters, and/or passing of any and all resolutions, contained in the Company Shareholder Proposals, in each case, by the requisite number of Company Shareholders for the purposes of applicable Laws, the Memorandum and Articles of Association and the Shareholders' Agreement and all other purposes.

"Company Shareholder Proposals" shall have the meaning set forth in the Consent Schedule.

"Confidential Information" means any information that one party discloses, directly or indirectly, to the other party, whether embodied in tangible form or disclosed visually or orally and whether or not designated as "confidential" or "proprietary" or by some similar designation, relating to the prior, current or prospective business of the disclosing party, including, without limitation, business models, business opportunities, business plans, financial information, market research, marketing plans, pricing and cost data, customers, suppliers, employees, contractors, ideas, improvements, products and product plans, technologies, research activities and results, information regarding genetic or other biological materials, gene sequences, cell lines, viruses, plasmids, vectors, compounds, protocols, assays and clinical trials, and any other information that should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party. Confidential Information shall not include information (i) that has entered the public domain through no fault of the receiving party, (ii) rightfully known by the receiving party without obligation of confidentiality to any third party prior to receipt of same from the disclosing party, (iii) independently developed by the receiving party without using any Confidential Information of the disclosing party, and (iv) generally made available by the disclosing party without obligation of confidentiality.

"Consolidated Company Group" means, together, Babylon Partners Limited, Babylon Healthcare Services Limited, Babylon Rwanda Limited, Babylon Inc., Babylon Health Canada Limited, Babylon Malaysia SDN BDN, Babylon International Limited, Babylon Health Ireland Limited, Babylon Singapore PTE Limited, Health Innovators Inc, Acquisition Corp, Babylon Technology LTDA, Babylon Healthcare Inc, Babylon Healthcare NJ, PC, Babylon Healthcare, PLLC, Marcus Zachary DO, OC, California Telemedicine Associates, PC, Telemedicine Associates, PC, Babylon Healthcare, PC and Babylon Healthcare NC, PC. .

"Contract" means any written, oral or other agreement, contract, subcontract, settlement agreement, lease, instrument, note, warranty, purchase order, license, sublicense, or commitment that is legally binding, as in effect as of the date hereof.

"COVID-19" means SARS-CoV-2, coronavirus or COVID-19, and any evolutions thereof or related or associated epidemics, pandemics or disease outbreaks.

"COVID-19 Tax Measure" means any legislation or order enacted or issued by any Governmental Entity with respect to any Tax matter in response to COVID-19 (including, without limitation, the CARES Act and the Memorandum for the Secretary of the Treasury signed by President Trump on August 8, 2020) and any administrative authority issued pursuant to such legislation or order or otherwise issued with respect to any Tax matter in response to COVID-19 (including, without limitation, IRS Notice 2020-65).

"date hereof" has the meaning set forth in specified in the preamble.

"Deferred Shares" means, after the Reclassification, the deferred shares of $0.0000422573245084686 each in the capital of the Company, having the rights and being subject to the restrictions, set out in the Amended and Restated Memorandum and Articles of Association.

"DGCL" means the Delaware General Corporation Law.

"Director Nomination Agreement" has the meaning set forth in Section 7.03(c).

"Disclosure Letters" has the meaning specified in Article III.

"DTC" has the meaning specified in Section 1.08.

"Earnout Shares" has the meaning specified in Section 1.08(c)(i).

"EEA" means European Economic Area.

"Effective Time" has the meaning specified in Section 1.01(b).

"Encumbrance" means any lease, pledge, option, easement, deed of trust, right of way, encroachment, conditional sales agreement, security interest, mortgage, adverse claim, encumbrance, covenant, condition, restriction of record, right of pre-emption, charge or restriction of any kind (except for restrictions on transfer under the Securities Act and applicable state securities laws), including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, whether voluntarily incurred or arising by operation of Law, and includes any agreement to give any of the foregoing in the future.

"Environmental Claim" means any claim, action, cause of action, written notice or demand by any Person or investigation by any Governmental Entity alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, Release or threatened Release of, or any exposure to, any Hazardous Materials at any location, whether or not owned or operated by the Company, or (b) circumstances forming the basis of any violation or alleged violation of any Environmental Law.

"Environmental Laws" means all applicable federal, state, local and foreign laws and regulations relating to pollution or protection of human health (to the extent relating to exposure to Hazardous Materials) or the environment, including laws relating to Releases or threatened Releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Materials.

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

"ERISA Affiliate" means any entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(l) of ERISA that includes the Company Entities or the Company or its Subsidiaries, as applicable.

"Equity Securities" means any share, share capital, capital stock, partnership, membership, joint venture, equity ownership interests or other equity, equity-based or similar rights or interest in or with respect to any

Person (including any stock appreciation, phantom stock, profit participation, equity appreciation, or similar rights), any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor, and any other purchase rights, subscription rights, preemptive rights, participation rights, rights of first refusal, rights of first offer, or other Contracts or commitments with respect to any of the foregoing.

"Equity Plans" has the meaning specified in Section 6.09.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" means a nationally recognized bank or transfer agent reasonably acceptable to the Company and the SPAC.

"Exchange Agent Agreement" has the meaning specified in Section 1.06(a).

"Excluded Shares" has the meaning specified in Section 1.02(c).

"FDA" means the United States Food and Drug Administration.

"Financial Statements" has the meaning specified in Section 3.05(a).

"Founder" means Dr. Ali Parsadoust, ALP Partners Limited and Parsa Family Foundation; provided, however, that for purposes of Section 1.08, "Founder" shall only mean Dr. Ali Parsadoust.

"GAAP" means United States generally accepted accounting principles, consistently applied, as in effect as of the Reference Time.

"Government Contracts" has the meaning set forth in Section 3.10(c).

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs (including any shareholders' agreement). For example, the "Governing Documents" of a corporation incorporated in Delaware are its certificate of incorporation and by-laws or Memorandum and Articles of Association, the "Governing Documents" of a limited partnership organized in Delaware are its limited partnership agreement and certificate of limited partnership and the "Governing Documents" of a limited liability company formed in Delaware are its operating agreement and certificate of formation.

"Governmental Entity" means any federal, national, state, foreign, provincial, local or other government or any governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof in any jurisdiction in which a Company Entity operates.

"Governmental Program(s)" means (i) the Medicare program established under and governed by the applicable provisions of Title XVIII of the Social Security Act, the regulations promulgated thereunder and any legally-binding sub-regulatory guidance issued ("Medicare"), (ii) the Medicaid program governed by the applicable provisions of Title XIX of the Social Security Act, the regulations promulgated thereunder, as well as any state's Laws implementing the Medicaid program ("Medicaid"), and (iii) any other national, state or federal health care program or plan in any jurisdiction where any Company Entity operates.

"Hazardous Materials" means any chemical, material, waste or substance regulated under applicable Environmental Law as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, restricted hazardous waste, pollutant, contaminant, toxic substance or toxic waste, including per- and polyfluoroalkyl substances.

"Healthcare Laws" means any Laws, including, but not limited to, any requirements with respect to any Healthcare Permit, related to (v) the regulation of the healthcare industry (including, but not limited to, the telemedicine, telehealth or telestroke industry, the hospital industry, the medical device industry, independent practice associations, and the physician practice management industry), and the regulation of Professionals, (w) payment for items from or the services of healthcare suppliers or providers (including, but no limited to, hospitals, long term facilities, nursing facilities, assisted living facilities, the Professional Practices, and the Professionals), including, but not limited to, any Company Entity Products, (x) documentation, coding, or billing as related to the provision of and payment for health care items and services, (y) completion, quality, accuracy, and maintenance of records, files, and documentation related to the provision of health care items and services, or (z) the licensure, certification, qualification or authority to transact business in connection with the provision or arrangement of, health services, health benefits or health insurance, including, but not limited to, Laws that regulate managed care, healthcare service plans, health maintenance organizations, Third Party Payors and persons bearing the financial risk for the provision or arrangement of health care services, including, but not limited to, risk bearing organizations and independent physician associations, and, without limiting the generality of the foregoing, Laws relating to any Governmental Program. Healthcare Laws include, as applicable, the following, as each may be amended from time to time: (i) 42 U.S.C. § 1320a-7b(b) (commonly called the Anti-Kickback Law), its implementing regulations, and all same or similar state Laws; (ii) 42 U.S.C. § 1320a-7a (commonly called the Civil Monetary Penalty Statute), and all same or similar state Laws; (iii) 42 U.S.C. § 1395nn (commonly called the Stark Law), its implementing regulations, and all same or similar state Laws; (iv) 31 U.S.C. § 3729 (commonly called the Federal False Claims Act), and all same or similar state Laws; (v) the health care fraud criminal provision under the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104- 191); (vi) the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); (vii) the Deficit Reduction Act of 2005, (Public Law 109-171), 42 U.S.C. § 1396a(a)(68); (viii) all applicable requirements of the federal Controlled Substances Act, 21 U.S.C. § 31, and all requirements to maintain a Drug Enforcement Agency registration and any and all same or similar state Laws; (ix) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and the regulations promulgated thereunder, and all same or similar state Laws; (x) all federal or state Laws relating to robots, remote presence devices, medical devices, wireless medical devices, mobile telemedicine workstations or carts, mobile health devices, mobile medical applications or video or wireless mobility solutions related to the provision of telemedicine, telehealth or telestroke services; (xi) all federal or state Laws relating to the practice of medicine or other healthcare service including, but not limited to, the practice of nursing, psychology, counseling, or mental health profession, the corporate practice of medicine, fee splitting, telemedicine/telehealth, or online prescribing; (xii) all state insurance Laws governing, regulating or pertaining to the payment for healthcare related items or services; (xiii) all Laws, legally-binding manuals, and legally-binding guidance relating to Medicare (including, but not limited to, Medicare Part D and Medicare Advantage), Medicaid, state Medicaid contract management organizations, Medicare Advantage programs, and Medicaid-Waiver programs; (xiv) 18 U.S.C. § 287; (xv) 18 U.S.C. § 1001; (xvi) 18 U.S.C. § 1035; and (xvii) 18 U.S.C. §1347; and (xviii) 18 U.S.C. § 1516, and, in each case, including the equivalent Laws in any jurisdiction in which any Company Entity operates. Healthcare Laws does not include Privacy and Security Requirements.

"Healthcare Permits" means all licenses, permits, consents, waivers, approvals, certificates, registrations, concessions, exemptions, orders, franchises and any other authorizations necessary or required under any

Healthcare Law (including, as applicable, by any Governmental Entity) related to the conduct of the business of the Company Entities, including the Professional Practices, and delivery of professional services by each Professional.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the health information privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act, and the regulations and other legally-binding guidance issued by a Governmental Entity thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 through 164.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder.

"IFRS" means International Financial Reporting Standards.

"Indebtedness" means, as of any time of determination, without duplication, (a) the unpaid principal amount of, and accrued and unpaid interest on, all indebtedness for borrowed money of the Company Entities, including liabilities of the Company Entities evidenced by bonds, debentures, notes or other similar instruments or debt securities, (b) reimbursement and other obligations with respect to letters of credit, bank guarantees, bankers' acceptances or other similar instruments, in each case, solely to the extent drawn, (c) all obligations of the Company Entities under leases required in accordance with the Company's historic accounting principles to be capitalized on a balance sheet of the Company Entities, (d) any costs associated with termination of any of the Company Entities' interest rate, hedge and currency swap arrangements and any other arrangement of the Company Entities designed to provide protection against fluctuations in interest or currency rates that is being terminated as of the Closing Date including all obligations or unrealized losses of the Company Entities pursuant to such arrangements, (e) any obligation of the Company Entities to any Person (other than another Company Entity) for the deferred purchase price of property or services (other than trade payables incurred in the Ordinary Course of Business) or otherwise secured by a Lien (other than a Permitted Lien), including any promissory notes, contractual payment obligations, earn-outs, contingent payment obligations, non-compete or other restrictive covenant payments, including any such "earnout" obligation or "seller notes" arising from the acquisition of a business, and (f) any direct or indirect guarantees by any Company Entity (whether secured or unsecured) with respect to Indebtedness of any other Person of a type described in clauses (a) through (e) above, whether or not such Indebtedness has been assumed by such Company Entity.

"Intellectual Property Rights" means: (a) patents and patent applications, including utility, utility model, and design patents, including all issued claims therein, whether published or unpublished, including provisional, national, regional and international applications as well as continuations, continuations-in-part, divisionals, reissues, renewals and re-examination applications, (b) trademarks, service marks, trade names, trade dress, and logos, and other source or business identifiers, whether registered or unregistered, all registrations and applications for any of the foregoing, all renewals and extensions thereof, and all common law rights in and goodwill associated with any of the foregoing, (c) internet domain name registrations and applications for registration thereof and social media accounts and handles, together with all of the goodwill associated therewith, (d) copyrights, mask works rights, proprietary database rights, and design rights, whether registered or unregistered, and registrations and applications for registration for any of the foregoing; (e) trade secret rights; (f) any rights recognized under applicable Law arising out of or associated with the foregoing, or that are equivalent or similar to any of such rights; and (g) any of the foregoing rights described in clauses (a) through (f) in any Technology or any Trade Secrets.

"Intended Tax Treatment" has the meaning specified in Section 11.20(a).

"IPO" has the meaning specified in Section 6.08.

"IT Assets" means Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation, in each case, used or held for use in the operation of the Company Entity Business of the Company Group.

"Knowledge" means, with respect to the SPAC, the actual knowledge of Rich William and Steve Krenzer, and, with respect to the Company, the actual knowledge of Ali Parsa, Charlie Steel, Henry Bennett, Erin Lee, Dr. Mobasher Butt, Marcus Zachary, PH Herrand, and Steve Davis.

"Latest Balance Sheet Date" means March 31, 2021.

"Law(s)" means, with respect to any Person, any foreign, national, federal, state or local constitution, treaty, law (including common law), statute, code, ordinance, rule, regulation, legally-binding manual, legally-binding guidance document, directive, writ, injunction, undertaking, judgment, order, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by or on behalf of any Governmental Entity in any jurisdiction in which any Company Entity operates that is binding upon such Person. For purposes of Section 3.11, "Law(s)" shall not include any Healthcare Law.

"Leased Real Property" has the meaning specified in Section 3.08(b).

"Legal Proceeding" means any claim, demand, consent order, complaint, prosecution, contest, hearing, cause of action, petition, appeal, demand letter, suit, litigation or action (in law or in equity), arbitration, legal proceeding, investigation, action, written notice of noncompliance, violation or any other pending matter brought by or before any Governmental Entity, whether legal, administrative, judicial or arbitral.

"Legal Requirement" means, with respect to any Party, all applicable laws, statutes, rules, regulations, codes, ordinances, bylaws, variances, judgments, injunctions, orders, conditions and licenses of a Governmental Entity having jurisdiction over the assets or the properties of such Party or its Subsidiaries and the operations thereof, including the rules of any exchange on which any of the Parties is or intends to be listed.

"Liability(ies)" means all indebtedness, obligations and other liabilities of a Person required under IFRS or GAAP to be accrued on the financial statements of such Person.

"Liens" means liens, security interests, charges or Encumbrances.

"Lille Road Partnership" means the partnership between Dr Stephen Jefferies, Mrs. Rita Bright, Dr Mobasher Butt and Dr Matthew Noble in relation to the GP surgery at 139 Lille Road, London, SW6 7SX, United Kingdom constituted by partnership agreement dated 26 May 2017.

"Lock Up Agreement" has the meaning set forth in the Recitals.

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts, circumstance or development that, individually or in the aggregate, has had, or would be reasonably likely to have, a materially adverse effect on (a) the business, assets or condition (financial or otherwise) of the Company Entities, taken as a whole; or (b) the ability of the Company Entities to consummate the Transactions; provided, however, that none

of the following will be deemed, either alone or in combination, to constitute, and none of the following will be taken into account in determining whether there has been, or will be, a Material Adverse Effect: any adverse change, effect, event, occurrence, state of facts, circumstance or development attributable to: (i) operating, business, regulatory or other conditions in the industry in which the Company Entities operate; (ii) general economic conditions, including changes in the credit, debt or financial, capital markets, in each case anywhere in the world; (iii) conditions in the securities markets, capital markets, credit markets, currency markets or other financial markets in any country or region in the world and any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in any country or region in the world; (iv) any stoppage or shutdown of any Governmental Entity applicable to any Company Entity (including any default by any such Governmental Entity or delays in payments by any such Governmental Entity or delays or failures to act by any such Governmental Entity); (v) the announcement or pendency or consummation of the transactions contemplated by this Agreement (including the identity of the Company or any of its Affiliates) or compliance with the terms of, taking any action permitted by, or refraining from taking any action prohibited by, this Agreement, including the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, and any other negative development (or potential negative development) of any Company Entity with, any clients, customers, suppliers, distributors, partners, financing sources, directors, officers or other employees or consultants or on revenue, profitability and cash flows; (vi) changes in GAAP or other accounting requirements or principles or any changes in applicable Laws or the interpretation thereof or other legal or regulatory conditions; (vii) actions required to be taken under applicable Laws or contracts; (viii) the failure of any Company Entity to meet or achieve the results set forth in any budget, plan, projection or forecast (it being understood that the underlying causes of any such decline, change, decrease or failure may, if they are not otherwise excluded from the definition of Material Adverse Effect, be taken into account in determining whether a Material Adverse Effect has occurred); (ix) global, national or regional political, financial, economic or business conditions, including hostilities, acts of war, sabotage or terrorism or military actions or any escalation, worsening or diminution of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway; and (x) epidemics, pandemics or disease outbreaks (including any escalation or general worsening of any such epidemic, pandemic or disease outbreak, including the COVID-19 virus) and hurricanes, earthquakes, floods, tsunamis, tornadoes, mudslides, wild fires or other natural disasters and other force majeure events in the United States or any other country or region in the world; provided, however, that with respect to each of clauses (i) through (iv), (vi), (ix) and (x), any change, effect, event, occurrence, state of facts, circumstance or development referred to above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such change, effect, event, occurrence, state of facts, circumstance or development has a disproportionate effect on the Company Entities compared to other participants in the industries in which such Company Entities primarily conduct their businesses.

"Material Contract" has the meaning specified in Section 3.10(a).

"Material Permits" means, with respect to the Company and each wholly owned Subsidiary, all Healthcare Permits and all other Permits that are required to be held by such Company or wholly owned Subsidiary for such entity to own, lease or operate its material properties and material assets and to conduct, in any material respect, its businesses as currently conducted.

"Memorandum and Articles of Association" means the Company's current Memorandum and Articles of Association, as adopted on February 24, 2021.

"Merger" has the meaning specified in Section 1.01(a).

"Merger Sub" has the meaning specified in the preamble.

"Nasdaq" means The NASDAQ Capital Market.

"Notified Body" means an entity licensed, authorized or approved by the applicable Governmental Entity, to assess and certify the conformity of a medical device with the requirements of applicable legislation on medical devices in the European Union and United Kingdom, each as may be amended from time to time, and applicable harmonized standards.

"Offer" has the meaning specified in the recitals.

"OIG" means the federal Office of the Inspector General of the Department of Health and Human Services.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Entity. For clarification, a Permit is not an Order.

"Ordinary Course of Business" means, with respect to any Person, actions that are consistent in all material respects with the past practices of such Person, taken in the ordinary course of the normal day-to-day operations of such Person.

"Outside Date" means December 3, 2021, unless extended for an additional three (3) months by the delivery of written notice from the SPAC or the Company to the other as long as the parties are continuing to work in good faith to close the Transaction expeditiously.

"Party" or "Parties" has the meaning specified in the preamble.

"Per Share Merger Consideration" means the right to receive one (1) Pubco Class A Share for each SPAC Share issued and outstanding immediately prior to the Effective Time.

"Permits" means any approvals, authorizations, clearances, licenses, registrations, permits or certificates of a Governmental Entity or Notified Body.

"Permitted Liens" means (a) statutory liens for current Taxes or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company Entities and for which adequate reserves have been established; (b) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course of Business for amounts that are not delinquent, unless being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established; (c) zoning, entitlement, building and other land use regulations or ordinances imposed by Governmental Entities having jurisdiction over the Leased Real Property that are not violated in any material respect by the use and operation as of the date hereof of the Leased Real Property; (d) covenants, conditions, restrictions, easements and other similar Liens of record that do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is used as of the date hereof in connection with the Company Entities' and their Subsidiaries' businesses; (e) liens arising under workers' compensation, unemployment insurance, social security, retirement and similar legislation; (f) liens arising in connection with sales of foreign receivables; (g) liens on goods in transit incurred pursuant to documentary letters of credit; (h) purchase money liens; (i) title to any portion of the premises lying within the right of way or boundary of any public road or private road which, individually or in the aggregate, do not materially adversely affect the value or

the continued use of the Leased Real Property as it is used as of the date hereof; (j) rights of parties in possession without options to purchase or rights of first refusal; (k) liens securing Indebtedness; (l) rights of lessors or landlords to the Leased Real Property; (m) non-exclusive licenses of Intellectual Property Rights granted in the Ordinary Course of Business and (n) liens arising under a deficit funding loan agreement or functionally equivalent agreement between Company Entities.

"Permitted Releases" has the meaning specified in Section 2.09.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity.

"Personal Information" means any data defined as "personal information," "personal data," "protected health information," or similar term to the extent regulated by any Privacy and Security Requirements applicable to any Company Entity, including, as applicable, any data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household; name; Social Security number; government-issued identification numbers; PHI; patient identifying information as defined by 42 C.F.R. Part 2; financial account information; passport numbers; user names/email addresses in combination with a password or security code that would allow access to an online account; unique biometric identifiers (including fingerprints, retinal scans, face scans, or unique DNA profiles); employee ID numbers; date of birth; digital signature; and Internet Protocol (IP) addresses.

"Personnel" has the meaning specified in Section 3.12(c).

"PHI" means protected health information, as defined by HIPAA.

"PIPE Investment" has the meaning specified in the recitals.

"PIPE Investors" means those certain Persons that participate in the PIPE Investment pursuant to the terms of a Subscription Agreement.

"Privacy and Security Requirements" means, to the extent applicable to any Company Entity, (i) any Laws regulating privacy, data protection, or information security with respect to the Company Entities' Processing of Protected Data including but not limited to and as applicable, HIPAA and 42 C.F.R. Part 2, Section 5 of the Federal Trade Commission Act, all state Laws related to unfair or deceptive trade practices, the California Consumer Privacy Act and any implementing regulations therein, the Fair Credit Reporting Act, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, all Laws related to online privacy policies, the Telephone Consumer Protection Act, the Illinois Biometric Information Privacy Act, all applicable European Union ("EU") or national laws and regulations relating to the privacy, confidentiality, security and protection of Personal Data, including, without limitation: the EU General Data Protection Regulation 2016/679 ("GDPR"), with effect from 25 May 2018, and EU Member State laws supplementing the GDPR; the EU Directive 2002/58/EC ("e-Privacy Directive"), as amended and replaced from time to time, and EU Member State laws implementing the e-Privacy Directive, including laws regulating the use of cookies and other tracking means as well as unsolicited e-mail communications, UK laws and regulations relating to the privacy, confidentiality, security and protection of Personal Data, including, without limitation the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 the UK Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive), Regulations 2003 as amended and replaced from time to time, all Laws related to faxes, telemarketing

and text messaging, and all Laws related to breach notification; (ii) as applicable, the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council, as it may be amended from time to time ("PCI DSS"); and (iii) any provisions of Contracts (other than non-disclosure agreements entered into in the Ordinary Course of Business) directly related to the Company Entities' compliance with PCI-DSS or privacy or security or the Company Entities' Processing of Protected Data; and (iv) all policies and procedures of the Company Entities with respect to privacy or data security that relate to the PCI-DSS or the Processing of Protected Data by the Company Entities, including, as applicable, all website and mobile application privacy policies and internal information security procedures.

"Proceeding" means any lawsuit, litigation, action, audit, investigation, inquiry, examination, claim, complaint, charge, grievance, legal proceeding, administrative enforcement proceeding, suit or arbitration (in each case, whether civil, criminal or administrative and whether public or private) pending by or before or otherwise involving any Governmental Entity (other than office actions and similar proceedings involving only the Company and a Governmental Entity in connection with the prosecution of applications for registration or issuance of Intellectual Property Rights).

"Process" means the creation, collection, use (including, as applicable, for the purposes of sending telephone calls, text messages and emails), storage, maintenance, processing, recording, distribution, transfer, transmission, receipt, import, export, protection, safeguarding, access, disposal or disclosure or other activity regarding data (whether electronically or in any other form or medium).

"Professional" means any natural person providing professional medical services, nursing services, behavioral health therapy service or other clinical or medical services for or on behalf of any Company Entity (whether such person is employee or contractor of such Company Entity), including, but not limited to, any physician, physician assistant, pharmacist, registered nurse, licensed practical nurse, advanced practice nurse, nurse practitioner, certified registered nurse practitioner, healthcare provider, therapist, mental health coach or other healthcare practitioner or provider.

"Professional Practice(s)" means any Person (other than a natural person), including but not limited to, any direct or indirect Affiliates or Subsidiaries of any of the Company Entities that (i) renders healthcare services or sells or otherwise distributes healthcare related Company Entity Products, including, but not limited to, any professional corporation, professional association, professional limited liability company, or similar entity not owned directly by the Company, but which has entered into, whether by itself or through its owner, a management, administrative services agreement for the provisions of administrative and back office support services, with any of the Company or its Subsidiaries; and (ii) holds any healthcare related license, registration, certification, Permit or accreditation, such as a Knox-Keene license or an entity that functions as an independent practice association.

"Professional Practice Securities" has the meaning specified in Section 3.04(d).

"Proprietary Source Code" has the meaning set forth in Section 3.12(f).

"Prospectus" means that certain final prospectus (file number 333-251832 & 333-252756), dated as of February 4, 2021, of the SPAC.

"Protected Data" means (i) Personal Information and (ii) all data, in each case, that is Processed by any Company Entity for which such Company Entity is required by Law, Contract, or privacy policy to safeguard and/or keep confidential such data, including, as applicable, any such data received by a Company Entity.

"Proxy Statement" has the meaning specified in Section 6.01(a).

"Pubco Class A Shares" means, after the Reclassification, the Class A ordinary shares of $0.00004225732450846 86 each in the capital of the Company, having the rights and being subject to the restrictions, set out in the Amended and Restated Memorandum and Articles of Association.

"Pubco Class B Shares" means, after the Reclassification, the Class B ordinary shares of $0.00004225732450846 86 each in the capital of the Company, having the rights and being subject to the restrictions, set out in the Amended and Restated Memorandum and Articles of Association.

"Pubco Equity Incentive Plan" has the meaning specified in Section 6.09.

"Pubco Shares" means the Pubco Class A Shares and the Pubco Class B Shares.

"Pubco Employee Stock Purchase Plan" has the meaning specified in Section 6.09.

"Publicly Available Software" means (i) any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free software or open source software (for example, Software distributed under the GNU General Public License, the GNU Lesser General Public License, the Affero General Public License, or the Apache Software License), or pursuant to open source, copyleft or similar licensing and distribution models and (ii) any Software that requires as a condition of use, modification and/or distribution of such software that such Software or other Software incorporated into, derived from or distributed with such Software (A) be disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works or (C) be redistributable at no or minimal charge.

"Public Shareholders" has the meaning specified in Section 6.08.

"Real Property Leases" means all leases, subleases, licenses, and other contracts or agreements for the use or occupancy of the Leased Real Property, and any ancillary documents pertaining thereto, including, for example, amendments, modifications, supplements, exhibits, Schedules, addenda and restatements thereto and thereof.

"Reclassification Schedule" has the meaning set forth in the Recitals.

"Records" means all records of the Company Entities, including expiration records, Insurance Carrier Agency Agreements, client or broker information and files, client or broker lists, prospective client or broker lists, files, books and operating information, policy expiration information, invoices, databases, manuals and other materials, whether in print, electronic or other media, books of account, correspondence, financial, sales, market and credit information and reports, drawings, patterns, slogans, market research and other research materials, in each case related to Insurance Contracts and Placed Insurance Contracts.

"Reference Time" means 11:59 p.m. local time on the day immediately preceding the day the Effective Time occurs.

"Registered Intellectual Property" means all United States, international and foreign: (i) patents and patent applications; (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright

registration; and (iv) any other Intellectual Property Right that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority, quasi-governmental authority or registrar.

"Registration Rights Agreement" has the meaning set forth in the Recitals.

"Regulatory Approval" means any clearance, consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity, except for any clearance, consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity under the Antitrust Laws.

"Regulatory Filings" has the meaning specified in Section 3.22(c)(iii).

"Regulatory Statements" has the meaning specified in Section 3.22(c)(i).

"Related Claims" means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement and any other document or instrument delivered pursuant to this Agreement, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or otherwise arising from the transactions contemplated hereby or the relationship among the Parties (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement).

"Release" means any release, spill, emission, discharge, leak, pumping, injection, deposit, disposal, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any real property, including the movement of Hazardous Materials through or in the ambient air, soil, surface water, groundwater or real property.

"Released Party" has the meaning specified in Section 11.18.

"Representatives" means the officers, directors, managers, employees, attorneys, accountants, advisors, representatives, consultants and agents of a Person.

"Screened Person" has the meaning specified in Section 3.22(h)(i).

"SEC" means the U.S. Securities and Exchange Commission.

"Sanctions and Export Control Laws" means any applicable Law related to (a) import and export controls, including the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774), and the Export Controls Act of 2018, 22 U.S.C. 2751 et seq. or (b) economic or financial sanctions imposed, administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the European Union, any European Union Member State, the United Nations, or Her Majesty's Treasury of the United Kingdom.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Breach" means (i) any security breach or breach of Protected Data under applicable Privacy and Security Requirements; or (ii) unauthorized interference with system operations or security safeguards of IT Assets, including any phishing incident or ransomware attack.

"Self-Help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than the user of the program.

"Shareholder Earnout Group" has the meaning specified in Section 1.08(b)(iii).

"Shareholders' Agreement" means the shareholders' agreement dated August 1, 2019 relating to the Company Entity between the Company Entity and certain Company Shareholders, as amended and varied from time to time.

"Software" means all computer software and databases, including source code and object code, development tools, comments, user interfaces, menus, buttons and icons, and all files, scripts, application programming interfaces, manuals, design notes, programmers' notes, architecture, algorithms and other items and documentation related thereto or associated therewith, and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions, previous versions, new releases and previous releases thereof; and all media and other tangible property necessary for the delivery or transfer thereof.

"SPAC" has the meaning specified in the preamble.

"SPAC Board" means the board of directors of the SPAC.

"SPAC Change in Recommendation" has the meaning specified in Section 6.04.

"SPAC Class A Shares" means a shares of Class A common stock of the SPAC, par value $0.0001.

"SPAC Class B Shares" means a shares of Class B common stock of the SPAC, par value $0.0001.

"SPAC Disclosure Letter" has the meaning specified in Article II.

"SPAC Employee Benefit Plan" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA) and all other stock purchase, stock option, restricted stock, severance, retention, employment, individual consulting, change-of-control, bonus, incentive, deferred compensation, employee loan, welfare, medical, health, disability, fringe benefit and other benefit plan, agreement, program or policy (i) that is sponsored, maintained, contributed to, or required to be contributed to, by any of the SPAC for the benefit of any officer, employee, consultant or director of the SPAC or (ii) with respect to which the SPAC has any liability (including contingent liability through any ERISA Affiliate).

"SPAC Fundamental Representations" means the representations and warranties set forth in Section 2.01 (Organization and Power), Section 2.02 (Authorization), Section 2.04 (Capitalization; Subsidiaries), Section 2.08 (Absence of Certain Changes) and Section 2.10 (Brokers).

"SPAC Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or would have a material adverse effect on (a) the business, assets, properties or condition (financial or otherwise) of the SPAC, taken as a whole, or (b) the ability of the SPAC to consummate the transactions contemplated hereby.

"SPAC Recommendation Change Notice" has the meaning specified in Section 6.04.

"SPAC Recommendation Change Notice Period" has the meaning specified in Section 6.04.

"SPAC Shareholder" means a person recorded as the holder of SPAC Shares in the SPAC's register of members immediately prior to the Effective Time.

"SPAC Shares" means SPAC Class A Shares and SPAC Class B Shares.

"SPAC Shareholder Approval" means the requisite affirmative vote of the shareholders of the SPAC, in each case obtained in accordance with the Charter Documents, the rules and regulations of the SEC and Nasdaq and the Proxy Statement, in favor of all proposals set forth in the Proxy Statement with respect to the Offer.

"SPAC Shareholders' Meeting" has the meaning specified in Section 6.05(a).

"SPAC Subject Balance Sheet" has the meaning specified in Section 2.07(c).

"SPAC Trust" means that certain trust account of the SPAC with Continental Stock Transfer & Trust Company, acting as trustee, established under the SPAC Trust Agreement.

"SPAC Trust Agreement" means that certain Investment Management Trust Agreement, dated as of February 4, 2021, by and between the SPAC and Continental Stock Transfer & Trust Company.

"SPAC Voting Agreement" has the meaning specified in the recitals.

"SPAC Warrants" means a warrant entitling the holder to purchase one SPAC Share per warrant at a price of $11.50 per share, subject to adjustment in accordance with the Warrant Agreement (including, for the avoidance of doubt, each such warrant held by Sponsor).

"Sponsor" has the meaning specified in the preamble.

"Sponsor Designee" means a person who, subject to the Company's consent (not to be unreasonably withheld, conditioned or delayed) is designated by the Sponsor prior to the filing of the F-4 to serve on the board of directors of Pubco immediately following the Closing.

"Sponsor Earnout Shares" has the meaning specified in Section 1.08(a).

"Subscription Agreement" has the meaning specified in the recitals.

"Subsidiary" means, with respect to any Person, (i) any corporation of which the right or ability to elect a majority of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or (ii) any partnership, limited liability company, association or other business entity of which a majority of the partnership, limited liability company or other similar voting interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

"Surviving Company" has the meaning specified in Section 1.01(a).

"Surviving Company Bylaws" means the form of bylaws set forth on Exhibit F.

"Surviving Company Charter" means the form of amended and restated certificate of incorporation set forth on Exhibit G.

"Stockholder Earnout Shares" has the meaning specified in Section 1.08(b)(iii).

"Takeover Code" means the City Code on Takeovers and Mergers, as issued and administered from time to time by the Panel on Takeovers and Mergers.

"Tax" or "Taxes" means (i) any U.S. federal, state, local or non-U.S. net income, gross income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, and in each case, whether disputed or not, whether payable directly or by withholding and whether or not requiring the filing of a Tax Return, and (ii) any liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of being or having been a member of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis, as a result of any obligation under any agreement or arrangement (including any Tax sharing arrangement), as a result of being a transferee or successor, or by contract (other than a contract the principal subject matter of which is not Taxes).

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

"Tax Returns" means any return, report, information return or other document (including Schedules or any related or supporting information) filed or required to be filed with any Tax Authority or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax.

"Technology" means works of authorship (including Software) and AI Technologies.

"Third Party Payor" means any insurance company, managed care organization, health plan or program, or other third-party payor, whether private, commercial, or a Governmental Program.

"Trade Secrets" means confidential and proprietary information, trade secrets and know-how, including confidential processes, schematics, databases, formulae, drawings, prototypes, models, designs, know-how, concepts, methods, devices, technology, research and development, inventions (whether or not patentable), invention disclosures, ideas, developments, improvements, manufacturing and production processes, drawings, source code, techniques, compilations, compositions, specifications, reports, analytics, data analytics methods, mailing lists, business and marketing plans and proposals, supplier lists and customer lists, pricing and cost information.

"Transactions" means the transactions contemplated by this Agreement and the Transaction Documents (including the Merger).

"Transaction Documents" means, collectively, this Agreement and all of the certificates, instruments, agreements and other documents required to be delivered by any of the Parties at the Closing or otherwise necessary for the consummation of the transactions contemplated by this Agreement.

"Transfer Taxes" means all transfer, documentary, sales, use, stamp, registration, notarial fees and other similar Taxes and fees incurred in connection with the transactions contemplated by this Agreement.

"Treasury Regulations" means the regulations issued by the U.S. Department of Treasury interpreting the Code, as amended.

"UK Pension Scheme" means the group personal pension plan with Scottish Widows.

"Unauthorized Code" means any virus, Trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, hardware or data.

"Warrant Agreement" means the Warrant Agreement, dated February 4, 2021 by and among the Company, the Sponsor and the other holders party thereto.

"Willful Breach" means a material breach that is a consequence of an act undertaken or a failure to act by the breaching party with the actual knowledge that the taking of such act or such failure to act would constitute or result in a breach of this Agreement.

10.02 Other Definitional Provisions.

(a) Accounting Terms. Accounting terms that are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) Successor Laws. Any reference to any particular Code, Section or Law will be interpreted to include any revision of or successor to that Section regardless of how it is numbered or classified.

(c) Company Stockholders. References to "stock" and "stock capital" in connection with the Company shall mean shares and share capital, and reference to "stockholder" shall mean shareholder or member.

ARTICLE XI
MISCELLANEOUS

11.01 Press Releases and Public Announcements. No Party will issue any press release or make any similar public announcement relating to the subject matter of this Agreement without the prior written approval of the SPAC and the Company; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its commercially reasonable efforts to advise the other Parties in writing prior to making the disclosure).

11.02 Expenses. Except as otherwise expressly set forth in this Agreement, if the Closing does not occur, all fees and expenses incurred in connection with this Agreement and the Merger will be paid by the Party incurring such fees and expenses; provided that (a) expenses incurred in connection with the printing, filing and mailing of the Proxy Statement will be shared equally by the Company and the SPAC, to the extent paid prior to Closing and (b) all fees and expenses incurred by either Party that remain unpaid prior to the Closing will be paid

at the Closing by the Company (i) first from either cash on hand or proceeds from the PIPE Investment (and not from proceeds of the SPAC Trust Account), and (ii) if, and only if, the cash sources contemplated by the preceding subclause (i) are insufficient to satisfy such fees and expenses, from the funds remaining in the SPAC Trust Account following the satisfaction of redemptions of any SPAC Shares pursuant to the Offer. For the avoidance of doubt, upon the Closing, all funds remaining in the SPAC Trust Account following the satisfaction of redemptions of any SPAC Shares pursuant to the Offer shall be made available to the Company for use in the conduct of its business (whether for working capital purposes or otherwise).

11.03 Survival. Other than those representations, warranties and covenants set forth in Sections 2.27 and 3.28, and 11.20 with respect to the Intended Tax Treatment, and any certificates delivered in connection with the Closing (but only to the extent of Willful Breach), each of which shall survive following the Effective Time, the representations and warranties of the SPAC, the Company and Merger Sub contained in this Agreement shall terminate at the Effective Time, and only the covenants that by their terms are to be performed at or after the Closing shall survive the Effective Time.

11.04 Notices. Unless otherwise provided herein, all notices, requests, demands, claims, consents, approvals and other communications hereunder will be in writing. Any notice, request, demand, claim, consent, approval or other communication hereunder will be deemed duly given (a) when delivered personally to the recipient, (b) when signed for by the recipient if sent to the recipient by reputable international courier service (charges prepaid), and (c) on the date delivered in the place of delivery if sent by email or facsimile (with a written or electronic confirmation of delivery) prior to 5:00 p.m. local time at the recipient's location, and otherwise on the next succeeding Business Day, in each case addressed to the intended recipient as set forth below:

Notices to the Company or Merger Sub:

Babylon Holdings Limited
60 Sloane Avenue
London
SW3 3DD
United Kingdom
Attn: General Counsel

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

Wilson Sonsini Goodrich & Rosati, P.C.
1301 Avenue of the Americas
New York, NY 10019
Attn: Megan J. Baier
Mark P. Holloway
Email: mbaier@wsgr.com
mholloway@wsgr.com

Notices to the SPAC:

Alkuri Global Acquisition Corp.

4235 Hillsboro Pike, Suite 300
Nashville, TN 37215
Attn: Richard Williams, Chief Executive Officer
Steve Krenzer, Chief Financial Officer
Email: rich@alkuri.com
steve@alkuri.com

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

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Kyle Gann and Katie Blaszak
Email: kgann@winston.com
kblaszak@winston.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11.05 Succession and Assignment. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Parties. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assignable by the Company, Merger Sub or the SPAC (or the Sponsor or its designee following the Closing); *provided*, *however*, that the Company may from and after the Closing (a) assign its rights, but not its obligations, under this Agreement to any future purchaser of the Company or the Surviving Company or its respective assets or (b) collaterally assign any or all of their rights and interests hereunder to one or more lenders of the Company or the Surviving Company. Any attempted assignment in violation of the terms of this Section 11.05 shall be null and void, *ab initio*.

11.06 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

11.07 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement or any Exhibit hereto. All references to days (excluding Business Days) or months will be deemed references to calendar days or months. All references to "$" will be deemed references to United States dollars. Unless the context otherwise requires, any reference to a "Section," "Exhibit," "Disclosure Letter" or "Schedule" will be deemed to refer to a section of this Agreement, an Exhibit to this Agreement or a Schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement

that it follows to the specific or similar items or matters immediately following it. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

11.08 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. 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.

11.09 Amendment and Waiver. Any provision of this Agreement or the Disclosure Letters hereto may be amended or waived only in a writing signed (a) in the case of any amendment, by Merger Sub (or the Surviving Company following the Closing), the Company and the SPAC (or the Sponsor or its designee following the Closing) and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

11.10 Entire Agreement. This Agreement (including the Transaction Documents), the Mutual Nondisclosure Agreement, dated March 15, 2021 between the Company and the SPAC, and any other documents, instruments and certificates explicitly referred to herein, constitutes the entire agreement among the Parties, and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, in each case, to the extent they relate to the subject matter hereof. The exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof as if set forth in full herein.

11.11 Third-Party Beneficiaries. Except as set forth in or contemplated by Article VIII, Section 11.05, Section 11.09, this Section 11.11, or Section 11.18, this Agreement is not intended to confer upon any other Person any rights or remedies hereunder (and for the avoidance of doubt, this Agreement is not intended to confer upon Founder or Sponsor any rights or remedies other than as set forth in Section 1.08).

11.12 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11.13 Counterparts. This Agreement and each of the Transaction Documents may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Transaction

Document (including any of the closing deliverables contemplated hereby) by electronic means, including DocuSign, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement or any such Transaction Document.

11.14 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflicts of law that would result in the application of the substantive law of another jurisdiction.

11.15 Submission to Jurisdiction; Consent to Service of Process.

(a) Each Party hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware, or, if no federal court in the State of Delaware accepts jurisdiction, any state court within the State of Delaware) over all Related Claims, and each Party hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. Each Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of any such Related Claim brought in any such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each Party hereby consents to process being served by any other Party in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 11.04 (other than by email) along with a notification that service of process is being served in conformance with this Section 11.15(b). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

11.16 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

11.17 Specific Performance.

(a) Each Party agrees that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in addition to any other remedies available under this Agreement, the Parties agree that, prior to the termination of this Agreement, each Party will be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent the other Party's breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including the SPAC's or the Company's obligation to consummate the transactions contemplated by this Agreement if required to do so hereunder). Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (i) any defenses in any Legal Proceeding for an injunction, specific performance or other equitable relief, including the defense that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity and (ii) any requirement under Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief.

(b) To the extent any Party brings any Legal Proceeding to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date will automatically be extended to (i) the 20th (twentieth) Business Day after such Legal Proceeding is no longer pending or (ii) such other date established by the court presiding over such Legal Proceeding.

11.18 No Recourse. Except in the case of fraud, all actions, claims, obligations, liabilities or causes of actions (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement and (d) any failure of the Merger to be consummated, may be made only against (and, without prejudice to the rights of any express third party beneficiary to whom rights under this Agreement inure pursuant to Section 11.11), are those solely of the Persons that are expressly identified as parties to this Agreement and not against any Released Party. Except in the case of fraud, no other Person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, optionholder, Affiliate, agent, attorney or representative of, or any financial advisor or lender to, any party to this Agreement, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or Representative of, or any financial advisor or lender (each of the foregoing, a "Released Party") to any of the foregoing shall have any liabilities (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in the immediately preceding clauses (a) through (d) and each Party, on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges each of the Released Parties from any such liability or obligation.

11.19 Conflicts and Privilege.

(a) The SPAC and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Company), hereby agree that, in the event a dispute with respect to this Agreement or the Transactions arises after the Closing between or among (i) the Sponsor, the stockholders or holders of other Equity Securities of the Sponsor and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than the SPAC or the Surviving Company) (collectively, the "Alkuri Group"), on the one hand, and (ii) the Surviving Company and/or any Company Entity, on the other hand, any legal counsel, including Winston & Strawn LLP ("W&S"), that represented the SPAC and/or the Sponsor prior to the Closing may represent the Sponsor and/or any other member of the Alkuri Group, in such dispute even though the interests of such Persons may be directly adverse to the Surviving Company, and even though such counsel may have represented the SPAC in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Company and/or the Sponsor. The SPAC and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Company), further agree that, as to all legally privileged communications prior to the Closing made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Legal Proceeding arising out of or relating to, this Agreement, any Transaction Documents or the Transactions between or among the SPAC, the Sponsor and/or any other member of the Alkuri Group, on the one hand, and W&S, on the other hand (the "W&S Privileged Communications"), the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Alkuri Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Company. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with the SPAC or the Sponsor under a common interest agreement shall remain

the privileged communications or information of the Surviving Company. The SPAC and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the W&S Privileged Communications, whether located in the records or email server of the SPAC, Surviving Company or their respective Subsidiaries, in any Legal Proceeding against or involving any of the Parties after the Closing, and the SPAC and the Company agree not to assert that any privilege has been waived as to the W&S Privileged Communications, by virtue of the Merger. Notwithstanding the foregoing, if a dispute arises after the Closing between or among the Surviving Company or any of its Subsidiaries or its or their respective directors, members, partners, officers, employees or Affiliates (other than the Alkuri Group), on the one hand, and a third party other than (and unaffiliated with) the Alkuri Group, on the other hand, then the Surviving Company and/or any Company Entity may assert the attorney-client privilege to prevent disclosure to such third party of W&S Privileged Communications, and, in relation to such dispute, no member of the Alkuri Group shall be permitted to waive its attorney-client privilege with respect to such confidential communications without the Surviving Company's prior written consent.

(b) The SPAC and the Company, on behalf of their respective successors and assigns (including, after the Closing, the Surviving Company), hereby agree that, in the event a dispute with respect to this Agreement or the Transactions arises after the Closing between or among (i) the stockholders or holders of other equity interests of the SPAC and any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Company) (collectively, the "Company Group"), on the one hand, and (ii) the Surviving Company and/or any member of the Alkuri Group, on the other hand, any legal counsel, including Wilson Sonsini Goodrich & Rosati LLP ("WSGR") that represented the Company prior to the Closing may represent any member of the Company Group in such dispute even though the interests of such Persons may be directly adverse to the Surviving Company, and even though such counsel may have represented the SPAC and/or the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Surviving Company, further agree that, as to all legally privileged communications prior to the Closing made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Legal Proceeding arising out of or relating to, this Agreement, any Transaction Documents or the Transactions between or among the Company and/or any member of the Company Group, on the one hand, and WSGR, on the other hand (the "WSGR Privileged Communications"), the attorney/client privilege and the expectation of client confidence shall survive the Merger and belong to the Company Group after the Closing, and shall not pass to or be claimed or controlled by the Surviving Company. Notwithstanding the foregoing, any privileged communications or information shared by the SPAC prior to the Closing with the Company under a common interest agreement shall remain the privileged communications or information of the Surviving Company. The SPAC and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the WSGR Privileged Communications, whether located in the records or email server of the SPAC, Surviving Company or their respective Subsidiaries, in any Legal Proceeding against or involving any of the Parties after the Closing, and the SPAC and the Company agree not to assert that any privilege has been waived as to the WSGR Privileged Communications, by virtue of the Merger.

11.20 Tax Matters.

(a) The Parties hereto intend that (i) the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder to which each of the SPAC, Merger Sub and the Company are parties under Section 368(b) of the Code and the Treasury Regulations promulgated thereunder, and this Agreement is intended to be (and the SPAC, Merger Sub and the Company hereby adopt this Agreement as) a "plan of reorganization" within the meaning of the Treasury Regulations Section 1.368-2(g) and 1.368-3, and (ii) the transfer of SPAC Shares by SPAC Shareholders pursuant to the

Merger, other than by any SPAC Shareholders who are U.S. persons and who are or will be "five-percent transferee shareholders" within the meaning of Treasury Regulations Section 1.367(a)-3(c)(5)(ii) but who do not enter into gain recognition agreements within the meaning of Treasury Regulations Sections 1.367(a)-3(c)(1)(iii)(B) and 1.367(a)-8, qualifies for an exception to Section 367(a)(1) of the Code (collectively, the "Intended Tax Treatment"). Each Party hereto agrees, except to the extent prohibited by applicable Law, to report for all Tax purposes in a manner consistent with, and not otherwise take any U.S. federal income tax position inconsistent with, the Intended Tax Treatment, including causing the SPAC (and providing any information reasonably available to such Party that is necessary to allow the SPAC) to comply with the filing and reporting requirements in Treasury Regulations Section 1.367(a)-3(c)(6) in a manner consistent with the Intended Tax Treatment (including, without limitation, timely filing its U.S. federal income Tax Return for its Tax year in which the Merger is consummated (taking into account any extensions of time therefor) and attaching to such timely filed Tax Return the statement titled "Section 367(a)-Reporting of Cross-Border Transfer Under Reg. §1.367(a)-3(c)(6)," signed under penalties of perjury by an officer of the SPAC to the best of the officer's knowledge and belief), in each case, unless otherwise required pursuant to a "determination" within the meaning of Section 1313 of the Code. No Party shall take or cause to be taken any action, or knowingly fail to take or cause to be taken any action that prevents the Intended Tax Treatment, in each case, other than any action or failure to act (i) required by a change in applicable Law (including the Code, Treasury Regulations or other IRS published guidance), (ii) contemplated by the Transaction Documents, except to the extent any such action or failure to act is attributable to a manifest error in such Transaction Document; provided, that, for the avoidance of doubt, the Transaction Documents contemplate that the Surviving Corporation will not be further merged or liquidated following the Merger in connection with the Transactions, or (iii) relating to reporting for Tax purposes, which are addressed by the preceding sentence . Each of the Parties hereto further acknowledges and hereby agrees that (x) it is not a condition to the Closing that the Mergers qualify as a "reorganization" within the meaning of Section 368(a) and (y) no Tax opinion that the Merger qualifies as a reorganization within the meaning of Section 368(a) of the Code or otherwise qualifies for the Intended Tax Treatment is being given by counsel to any of the SPAC, the Company, the Merger Sub or any other Party hereto.

(b) The Company shall cause all Transfer Taxes to be paid. The Company shall prepare and file, or shall cause to be prepared and filed, in a timely manner, all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable Law, the Parties will, and will cause their respective Affiliates to, reasonably cooperate and join in the execution of any such Tax Returns and other documentation. The Parties shall reasonably cooperate to establish any available exemption from (or reduction in) any Transfer Tax. The Company shall provide the other Parties with evidence reasonably satisfactory to such other Party or Parties that such Transfer Taxes have been paid, or if the relevant transactions are exempt from Transfer Taxes, evidence of the filing of an appropriate certificate or other evidence of exemption.

(c) Following the Closing, the audit committee of the board of directors of the Company or any designee of such committee (the "Audit Committee") shall have the authority to oversee compliance by the Company and the Surviving Corporation with the filing and reporting provisions of this Section 11.20, and the Company and the Surviving Corporation shall submit such matters to the Audit Committee for its oversight.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Company: **BABYLON HOLDINGS LIMITED**

By: /s/ Ali Parsadoust
Name: Ali Parsadoust
Title: Chief Executive Officer

Merger Sub: **LIBERTY USA MERGER SUB, INC.**

By: /s/ Charlie Steel
Name: Charlie Steel
Title: Authorized Signatory

the SPAC: **ALKURI GLOBAL ACQUISITION CORP.**

By: /s/ Richard Williams
Name: Richard Williams
Title: Chief Executive Officer

[Signature Page of the Agreement and Plan of Merger, by and among Babylon Holdings Limited, Liberty USA Merger Sub, Inc. and Alkuri Global Acquisition Corp.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

the Founder (solely for purposes of Section 1.08): /s/ Ali Parsadoust

Ali Parsadoust

ALP PARTNERS LIMITED

By: /s/ Anthony Shield
Name: Anthony Shield
Title: Director

PARSA FAMILY FOUNDATION

By: /s/ Anthony Shield
Name: Anthony Shield
Title: Director

the Sponsor (solely for purposes of Section 1.08):

ALKURI SPONSORS LLC

By: /s/ Richard Williams
Name: Richard Williams
Title: Authorized Signatory

Schedule A

Reclassification Schedule

[Intentionally Omitted]

Schedule B

Consent Schedule

[Intentionally Omitted]

Exhibit A

Company Voting and Support Agreement

[Intentionally Omitted]

Exhibit B

Amended and Restated Memorandum and Articles of Association

[Intentionally Omitted]

Exhibit C

Lockup Agreement

[Intentionally Omitted]

Exhibit D

Registration Rights Agreement

[Intentionally Omitted]

Exhibit E

Director Nomination Agreement

[Intentionally Omitted]

Exhibit F

Form of Surviving Company Bylaws

[Intentionally Omitted]

Exhibit G

Form of Surviving Company Charter

[Intentionally Omitted]

ANNEX B

Final

THE COMPANIES (JERSEY) LAW 1991

A COMPANY LIMITED BY SHARES

AMENDED AND RESTATED
MEMORANDUM
AND
ARTICLES OF ASSOCIATION

OF

BABYLON HOLDINGS LIMITED

(COMPANY NUMBER: 115471)

(Adopted by special resolution passed on 2021
and effective on 2021)

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Company number:
115471

THE COMPANIES (JERSEY) LAW 1991

A COMPANY LIMITED BY SHARES

AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

BABYLON HOLDINGS LIMITED

(Adopted by special resolution passed on 2021
and effective on 2021)

1. The name of the company is **Babylon Holdings Limited.**
2. The company is a public company.
3. The company is a par value company.
4. The share capital of the company is US$409,896.05 divided into:
   - 4.1 6,500,000,000 Class A Ordinary Shares with a par value of US$0.0000422573245084686 each;
   - 4.2 3,100,000,000 Class B Ordinary Shares with a par value of US$0.0000422573245084686 each; and
   - 4.3 100,000,000 Deferred Shares with a par value of US$0.0000422573245084686 each.
5. The liability of a member of the company is limited to the amount unpaid (if any) on such member's share or shares.

Company number:
115471

THE COMPANIES (JERSEY) LAW 1991

A COMPANY LIMITED BY SHARES

AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

BABYLON HOLDINGS LIMITED

(Adopted by special resolution passed on 2021
and effective on 2021)

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THE COMPANIES (JERSEY) LAW 1991

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OF

BABYLON HOLDINGS LIMITED

(adopted by special resolution passed on 2021

and effective on 2021)

PRELIMINARY

1. Exclusion of Standard Table

The regulations constituting the Standard Table in the Companies (Standard Table) (Jersey) Order 1992 do not apply to the Company.

2. Interpretation

(a) In these articles, unless the contrary intention appears:

(i) the following definitions apply:

these articles means these articles of association, as amended from time to time;

bankrupt and/or **bankruptcy** shall have the meaning specified in the Interpretation (Jersey) Law 1954 and includes individual insolvency proceedings in a jurisdiction other than the Bailiwick of Jersey which have an effect similar to that of bankruptcy;

Board means the board of directors for the time being of the Company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present;

Class A Ordinary Shares means the ordinary shares in the capital of the Company from time to time, identified in article 4(a) and with the rights set out therein and in these articles generally;

Class B Ordinary Shares means the ordinary shares in the capital of the Company from time to time, identified in article 4(b) and with the rights set out therein and in these articles generally;

clear days means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Closing Date means the date of closing of the Merger;

committee means a committee of the Board;

Companies Law means the Companies (Jersey) Law 1991 as in force from time to time;

the **Company** means Babylon Holdings Limited;

Deferred Shares means the redeemable deferred shares in the capital of the Company from time to time, referred to in article 4(c) and with the rights set out therein and in these articles generally;

director means a director for the time being of the Company;

electronic address means any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;

electronic form means a document sent or supplied by electronic means (for example, by e-mail or fax, or by any other means while in an electronic form);

an **electronic general meeting** means, subject to the Statutes, a general meeting held or conducted in such a way that allows persons who may not be physically present together to participate in the general meeting and communicate with each other any information or opinions they may have on any particular item of business of the meeting, and for the avoidance of doubt, such participation and communication requires that each member participating and communicating at the meeting can both hear any other of them or be heard by any other of them;

electronic means sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;

Exchange Act means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time;

the **Founder** means Dr Ali Parsadoust;

Founder Permitted Transferee means each of:

(A) the Founder's spouse, widow, children or remoter issue;

(B) the Founder's executor or personal representative, the executor or personal representative of any Founder Permitted Transferee or any surviving joint holder of Class B Ordinary Shares;

(C) any trust or foundation established by the Founder and/or any other Founder Permitted Transferee for the principal benefit of the Founder and/or any Founder Permitted Transferee;

(D) any entity (whether formed as a corporate or unincorporated body and whether or not having separate legal personality) which is directly or indirectly controlled by such trust or foundation;

(E) any partnership established by the Founder and/or any other Founder Permitted Transferee which is controlled by the Founder and/or any Founder Permitted Transferee;

(F) any entity (whether formed as a corporate or unincorporated body and whether or not having separate legal personality) which is directly or indirectly controlled by, or under common control with, such partnership;

(G) any entity (whether formed as a corporate or unincorporated body and whether or not having a separate legal personality) which is directly or indirectly, through one or more intermediaries, or which is controlled by, or under common control with, the Founder;

(H) any charitable entity (whether formed as a trust, corporate or unincorporated body and whether or not having separate legal personality) created by the Founder and/or any Founder Permitted Transferee which is regarded as charitable under the laws of any jurisdiction;

(I) any pension or retirement account created by the Founder and/or any Founder Permitted Transferee under the laws of any jurisdiction;

any trustee, custodian, general partner, nominee or equivalent of any person or entity described in (A) to (I) above;

hard copy form means a document sent or supplied by paper copy or a similar form capable of being read;

holder in relation to any share means the member whose name is entered in the register as the holder of that share;

Listing Transaction means (i) a bona fide underwritten public offering of the Company's ordinary shares (or the ordinary shares of a subsidiary or a new holding company inserted into the Company's group for the purposes of the initial public offering) on a reputable, internationally recognised stock exchange; or (ii) the merger of the Company (or a subsidiary or a new holding company inserted into the Company's group) with a special purpose acquisition company (or its subsidiary) and the subsequent admission of all of the Company's ordinary shares to listing on a reputable internationally recognised stock exchange;

Merger means the consummation of the merger of Liberty USA Merger Sub, Inc. with and into Alkuri Global Acquisition Corp. (**Alkuri**), with Alkuri continuing on as the surviving entity and a wholly-owned subsidiary of the Company;

Merger Agreement means the agreement and plan of merger relating to the Merger by and between the Company, Alkuri, Liberty USA Merger Sub, Inc. and the Founder dated 2021, as may be amended or varied from time to time;

office means the registered office for the time being of the Company;

ordinary resolution means a resolution passed by a simple majority of the votes cast by such members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the voting rights represented by the number of shares to which each member is entitled;

ordinary shares means the Class A Ordinary Shares and Class B Ordinary Shares and any other shares in the capital of the Company designated as ordinary shares from time to time;

paid up means paid up or credited as paid up;

person entitled by transmission means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

a **physical general meeting** means a general meeting held or conducted at one or more physical venues (at which facilities are not available to allow for persons who are not at such physical venue to attend or participate in the meeting electronically);

principal register means the register maintained in Jersey;

a **proxy notification address** means the address or addresses (including any electronic address) specified in a notice of a meeting or in any other information issued by the Company in relation to a meeting (or, as the case may be, an adjourned meeting or a poll) for the receipt of proxy notices relating to that meeting (or adjourned meeting or poll) or, if no such address is specified, the office;

register means the register of members of the Company (and, unless the context requires otherwise, includes any overseas branch register) kept and maintained in accordance with these articles and pursuant to article 41 of the Companies Law;

relevant system means a computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, pursuant to the 2014 Order;

seal means any common seal of the Company (if any) or any official seal or securities seal which the Company may have or be permitted to have under the Statutes;

secretary means the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any person appointed by the Board to perform any of the duties of the secretary of the Company;

special resolution means a resolution passed by a majority of not less than 75 per cent. (or such higher majority as specified by article 5 or article 6, as applicable) of the votes cast by such members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) at a general meeting of the Company of which not less than fourteen clear days' notice, including the text of the resolution and specifying the intention to propose the resolution as a special resolution, has been duly given and where a poll is taken regard shall be had in computing such majority to the voting rights represented by the number of shares to which each member is entitled (provided that, if it is so agreed by the holder or holders of a majority in number of the members having the right to attend and vote at such a meeting upon the resolution who together hold not less than 95 per cent. of the total voting rights of the members who have that right, a resolution may be proposed and passed as a special resolution at a meeting of which less than fourteen clear days' notice has been given);

Sponsor means Alkuri Sponsor LLC;

Statutes means the Companies Law, the 2014 Order and every other statute, statutory instrument, regulation or order for the time being in force concerning companies in so far as they concern the Company;

transfer office means: (i) in relation to the principal register, the location in Jersey where the principal register is kept and maintained; and (ii) where the Company keeps an overseas branch register in respect of any country, territory or place outside of Jersey (not being in the United Kingdom), the location in that country, territory or place where that overseas branch register is kept and maintained;

treasury shares means those shares held by the Company in treasury in accordance with article 58A of the Companies Law;

United States of America means the United States of America and its territories and possessions, including the District of Columbia;

US branch register means the overseas branch register of the Company, if any, maintained in the United States of America;

2014 Order means the Companies (Transfers of Shares – Exemptions) (Jersey) Order 2014, as amended from time to time;

(ii) any reference to an uncertificated share, or to a share being held in uncertificated form, means a share title to which may be transferred by means of a relevant system, and any reference to a certificated share means any share other than an uncertificated share;

(iii) any other words or expressions defined in the Companies Law or, if not defined in the Companies Law, in any other of the Statutes (in each case as in force on the date these articles take effect) have the same meaning in these articles except that the word **company** includes any body corporate;

(iv) any reference in these articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force;

(v) words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations;

(vi) any reference to writing includes a reference to any method of reproducing words in a legible form;

(vii) any reference to a document being sealed or executed under seal or under the common seal of any body corporate (including the Company) or any similar expression includes a reference to its being executed in any other manner which has the same effect as if it were executed under seal;

(viii) any reference to a meeting shall not be taken as requiring more than one person to be present in person if any quorum requirement can be satisfied by one person;

(ix) any reference to a show of hands includes such other method of casting votes as the Board may from time to time approve;

(x) any reference to a person who is attending or participating in a meeting electronically is a reference to a person whose attendance or participation at that meeting is enabled by a facility or facilities (whether electronic or otherwise), other than physical presence at a general meeting, which allows persons who may not be physically present together to communicate with each other any information or opinions they may have on any particular item of business of the meeting; electronic attendance and participation shall be construed accordingly;

(xi) where the Company has a power of sale or other right of disposal in relation to any share, any reference to the power of the Company or the Board to authorise a person to transfer that share to or as directed by the person to whom the share has been sold or disposed of shall, in the case of an uncertificated share, be deemed to include a reference to such other action as may be necessary to enable that share to be registered in the name of that person or as directed by that person; and

(xii) any reference to:

(A) rights attaching to any share;

(B) members having a right to attend and vote at general meetings of the Company;

(C) dividends being paid, or any other distribution of the Company's assets being made, to members; or

(D) interests in a certain proportion or percentage of the issued share capital, or any class of share capital,

shall, unless otherwise expressly provided by the Statutes, be construed as though any treasury shares held by the Company had been cancelled.

(b) Subject to the Statutes, a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under these articles.

(c) Headings to these articles are inserted for convenience only and shall not affect construction.

3. Limited liability

The liability of the members is limited to the amount, if any, unpaid on the shares in the Company respectively held by them.

SHARE CAPITAL

4. Share capital and rights attached to shares

The authorised share capital of the Company is as specified in the Memorandum of Association of the Company.

The Company may issue the following shares in the capital of the Company with rights attaching to them as follows:

(a) **Class A Ordinary Shares**: Each Class A Ordinary Share shall be non-redeemable and shall be issued with one vote attaching to it for voting purposes in respect of all matters on which ordinary shares in the capital of the Company have voting rights. Save in respect of voting rights and subject to article 10, each Class A Ordinary Share shall rank *pari passu* in all respects with all other ordinary shares in the capital of the Company, including (but not limited to) as to rights to receive dividends and distributions, liquidation rights and proceeds upon a change of control.

(b) **Class B Ordinary Shares**: Each Class B Ordinary Share shall be non-redeemable and shall be issued with 15 votes attaching to it for voting purposes in respect of all matters on which ordinary shares in the capital of the Company have voting rights. Save in respect of voting rights and subject to article 10, each Class B Ordinary Share shall rank *pari passu* in all respects with all other ordinary shares in the capital of the Company, including (but not limited to) as to rights to receive dividends and distributions, liquidation rights and proceeds upon a change of control.

(c) **Deferred Shares**: Each Deferred Share shall be redeemable by the Company and shall have the rights and be subject to the restrictions set out in article 7 below.

Subject to articles 5, 6 and 10, the Class A Ordinary Shares and the Class B Ordinary Shares shall form a single class with the other ordinary shares in the capital of the Company in all respects including as to rights: (i) to receive a dividend or other distribution; (ii) upon a liquidation, dissolution or winding up of the Company; or (iii) upon a direct or indirect change of control of the Company. For the avoidance of doubt, the Deferred Shares shall have the rights and be subject to the restrictions set out in article 7 below only and shall be treated in all respects as a distinct class of shares in the capital of the Company to those of the Class A Ordinary Shares and the Class B Ordinary Shares.

5. Rights attaching to Class B Ordinary Shares

(a) The prior approval of holders of more than 50 per cent. of the issued Class B Ordinary Shares shall be required for the following matters:

(i) any amendment to the powers, preferences or other rights attached to the Class A Ordinary Shares, including (but not limited to) in respect of any subdivision, consolidation or conversion of shares;

(ii) any dividend or other distribution to the Class A Ordinary Shares which is not made pro rata to the Class B Ordinary Shares; or

(iii) the shares of the Class A Ordinary Shares are proposed to be treated differently from Class B Ordinary Shares with respect to any consolidation, subdivision, recapitalisation or similar; or with respect to any consideration into which the shares are converted or any consideration paid or otherwise distributed to the Company's (or any successor's) shareholders upon a change of control following a Listing Transaction,

in each case where such action would be reasonably likely to adversely affect the rights attaching to the Class B Ordinary Shares.

(b) To the extent that any matter referred to in article 5(a) would be given effect by way of special resolution, the majority referred to in the definition of "special resolution" shall be a majority comprising both: (i) 75 per cent. of the votes cast by such members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) at the applicable meeting; and (ii) the positive vote of a member or members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) who alone or together hold more than 50 per cent. of the issued Class B Ordinary Shares (which shall be deemed to constitute the prior approval of the holders of more than 50 per cent. of the issued Class B Ordinary Shares referred to above).

(c) Subject to the requirements of article 6, any rights attaching to the Class B Ordinary Shares may only be varied in accordance with the provisions of article 20.

6. Rights attaching to Class A Ordinary Shares

(a) The prior approval of holders of more than 50 per cent. of the issued Class A Ordinary Shares shall be required for the following matters:

(i) any amendment to the powers, preferences or other rights attached to the Class B Ordinary Shares, including (but not limited to) in respect of any subdivision, consolidation or conversion;

(ii) any dividend or other distribution to the Class B Ordinary Shares which is not made pro rata to the Class A Ordinary Shares; or
(iii) the shares of the Class B Ordinary Shares are proposed to be treated differently from Class A Ordinary Shares with respect to any consolidation, subdivision, recapitalisation or similar; or with respect to any consideration into which the shares are converted or any consideration paid or otherwise distributed to the Company's (or any successor's) shareholders upon a change of control following a Listing Transaction,

in each case where such action would be reasonably likely to adversely affect the rights attaching to the Class A Ordinary Shares, for which purpose, where the Class A Ordinary Shares are held by a single holder, that holder shall be entitled to specify the number of Class A Ordinary Shares in respect of which it gives its prior approval, and the reference above to the prior approval of holders of more than fifty percent (50 per cent.) of the issued Class A Ordinary Shares shall be deemed to be to the prior approval of the holder of the Class A Ordinary Shares in respect of more than fifty percent (50 per cent.) of the issued Class A Ordinary Shares.

(b) To the extent that any matter referred to in article 6(a) would be given effect by way of special resolution, the majority referred to in the definition of "special resolution" shall be a majority comprising both: (i) 75 per cent. of the votes cast by such members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) at the applicable meeting; and (ii) the positive vote of a member or members present and entitled to vote (including, where proxies are allowed, votes cast by proxy) who alone or together are entitled to exercise more than 50 per cent. of the total voting rights exercisable by all of the Class A Ordinary Shares (which shall be deemed to constitute the prior approval of the holders of more than fifty percent (50 per cent.) of the issued Class A Ordinary Shares referred to above).

(c) Subject to the requirements of article 5, any rights attaching to the Class A Ordinary Shares may only be varied in accordance with the provisions of article 20.

7. Rights attaching to the Deferred Shares

Each Deferred Share shall confer upon the holder such rights, and be subject to restrictions, as follows:

(a) notwithstanding any other provision of these articles, a Deferred Share:
(i) does not entitle its holder to receive any dividend or distribution declared, made or paid or any return of capital and does not entitle its holder to any further or other right of participation in the assets of the Company;
(ii) does not entitle its holder to participate on a return of assets on a winding up of the Company;
(iii) does not entitle its holder to receive a share certificate in respect of his or her shareholding, save as required by the Statutes;
(iv) does not entitle its holder to receive notice of, attend, speak or vote at, any general meeting of the Company; and
(v) shall not be transferable at any time other than with the prior written consent of the Board;

(b) all or any part of the Deferred Shares from time to time shall be redeemable for US$1.00 in aggregate for all such Deferred Shares being redeemed or such higher amount as may be specified in any agreement with the member holding such Deferred Shares;

(c) the Board may, and where required pursuant to the terms of the Merger Agreement the Board shall:
(i) undertake such actions as are required to redeem any or all of the Deferred Shares in issue from time to time (subject to the requirements of the Statutes) and without any requirement to obtain the consent or sanction of the holders thereof; and

(ii) nominate any person to execute and do all such deeds, documents, acts and things as may be necessary to give effect to the actions contemplated by this article 7; and

(d) the rights attached to the Deferred Shares shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking in priority to or *pari passu* with or subsequent to such shares, any amendment or variation of the rights of any other class of shares of the Company, the Company reducing its share capital or surrender or purchase of any share, whether a Deferred Share or otherwise.

8. Mandatory conversion of the Class B Ordinary Shares

Class B Ordinary Shares shall automatically convert into and immediately be treated as Class A Ordinary Shares in the following circumstances:

(a) with the approval of the holders of at least two-thirds by nominal value of the issued Class B Ordinary Shares;

(b) upon any transfer of Class B Ordinary Shares to any person, other than to any one or more of the Founder Permitted Transferees save that, in this case, for the avoidance of doubt, only those Class B Ordinary Shares transferred shall convert to Class A Ordinary Shares and any Class B Ordinary Shares not so transferred shall not convert;

(c) where any of the Class B Ordinary Shares cease to be beneficially owned at any time by the Founder or a Founder Permitted Transferee save that, in this case, for the avoidance of doubt, only those Class B Ordinary Shares that cease to be beneficially owned by the Founder or a Founder Permitted Transferee shall convert to Class A Ordinary Shares and any Class B Ordinary Shares that continue to be beneficially owned by the Founder or a Founder Permitted Transferee shall not convert; or

(d) on such date that: (i) the Founder (together with the Founder Permitted Transferees) no longer holds at least five per cent. of the Class B Ordinary Shares held by the Founder (together with the Founder Permitted Transferees) as at the Closing Date; and (ii) is either (A) at least twelve (12) months following the Founder's voluntary resignation as the chief executive officer and as a director of the Company; or (B) at least twelve (12) months following the death or permanent incapacity of the Founder.

9. Optional conversion of the Class B Ordinary Shares

(a) A holder of Class B Ordinary Shares shall be entitled at any time to convert all or part of their holding of fully paid Class B Ordinary Shares to the same number of fully paid Class A Ordinary Shares by delivering to the Company or its representative:

(i) written notice of the number of Class B Ordinary Shares that are to be converted, with such notice to identify the name and address of such holder, as they appear on the Company's register (a **conversion notice**);

(ii) in the case of a certificated share, the certificate(s) representing the Class B Ordinary Shares to be converted; and

(iii) such additional proof of title to the relevant shares of the person requesting conversion, or authority of such person to request conversion, as the Board may require.

(b) Any conversion notice, once delivered, shall not be withdrawn without the consent of the Board. The conversion of the Class B Ordinary Shares specified in the conversion notice shall be deemed to have been made in the register, which the Board shall procure to be made at the close of business on the date of receipt by the Company of the relevant conversion notice and such additional proof of title or authority as the Board may require in accordance with article 9(a)(iii).

(c) If less than all of the Class B Ordinary Shares represented by any certificate delivered in accordance with article 9(a)(ii) are to be converted, the Company shall issue and deliver to the holder a new

certificate in respect of the balance of Class B Ordinary Shares comprised in the surrendered certificate without charge within two months of the date of conversion.

(d) If the Class B Ordinary Shares to be converted are in certificated form, the Company shall issue and deliver to the holder a new certificate in respect of the newly-converted Class A Ordinary Shares within two months of the date of conversion.

(e) The Class A Ordinary Shares into which the relevant Class B Ordinary Shares are converted shall rank *pari passu* in all respects and form one class with the Class A Ordinary Shares then in issue.

10. Further provisions relating to ordinary shares

The Company may agree with any member that all or any part of the Class A Ordinary Shares or Class B Ordinary Shares held by such member from time to time shall be subject to provisions set out in a separate agreement.

11. Conversion to Deferred Shares

(a) The Company may agree with any member terms and conditions upon which all or any part of the Class A Ordinary Shares or Class B Ordinary Shares held by such member from time to time shall be automatically and irrevocably converted into Deferred Shares without any requirement to obtain the further consent or sanction of such member, and may deal with any such Deferred Shares in accordance with article 7.

(b) Without prejudice to the other provisions of these articles (including but not limited to article 11(a) or article 14(c)(iii)), the Board may, pursuant to any agreement with a member granting the Company an express right to do so, convert any Class A Ordinary Shares or Class B Ordinary Shares to Deferred Shares without any requirement to obtain the further consent or sanction of that member, and may deal with any such Deferred Shares in accordance with article 7.

(c) Where a director of the Company (or any affiliate of any such director within the meaning of article 82(d)) is a holder of Class A Ordinary Shares or Class B Ordinary Shares that are subject to conversion to Deferred Shares as envisaged by articles 11(a) and 11(b) above, such director shall be prohibited from counting in quorum or voting in respect of any resolutions proposed to be passed by the Board in connection with the conversion and/or subsequent redemption of such shares.

12. Authority to allot shares and grant rights

Subject to the Statutes, these articles and any resolution of the Company, the Board may offer, allot (with or without conferring a right of renunciation), grant options over, grant rights to subscribe for or to convert any security into or otherwise deal with or dispose of any unissued shares in the Company to such persons, at such times and generally on such terms as the Board may decide, save that the Board may not allot Class B Ordinary Shares except in connection with a Listing Transaction or as provided for in article 118.

13. Power to pay commission

The Company may pay commissions or brokerage fees in respect of shares on such terms as the directors may think proper.

14. Power to alter share capital

(a) Subject to the Statutes, the Company may exercise the powers conferred by the Statutes to:

(i) increase its share capital by creating new shares of such amount and in such currency or currencies as it thinks expedient;

(ii) reduce its share capital;

(iii) sub-divide or consolidate and divide all or any of its share capital;
(iv) redenominate all or any of its shares and cancel some of its shares in connection with such a redenomination; and
(v) alter its share capital in any other manner permitted by the Companies Law.

(b) A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the Company has power to attach to new shares.

(c) If as a result of any consolidation and division or sub-division of shares any members would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit. In particular, the Board may:
(i) (on behalf of those members) aggregate and sell the shares representing the fractions to any person (including, subject to the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members (except that any proceeds in respect of any holding less than a sum fixed by the Board may be retained for the benefit of the Company) and the directors may authorise some person to execute an instrument of transfer of shares and/or any relevant buyback instrument (if applicable) to, or in accordance with the directions of, the purchaser; or
(ii) subject to the Statutes, first, allot to a member credited as fully paid by way of capitalisation of any reserve account of the Company such number of shares as rounds up the member's holding to a number which, following consolidation and division or sub-division, leaves a whole number of shares; or
(iii) convert any such fractional entitlements into Deferred Shares.

(d) For the purpose of a sale under paragraph (c)(i) above, the Board may authorise a person to transfer the shares to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money and the title of the new holder to the shares shall not be affected by any irregularity in or invalidity of the proceedings relating to the sale.

15. Power to issue redeemable shares and conversion of existing non-redeemable shares

Subject to the Statutes:

(a) a share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the holder and the terms, conditions and manner of redemption of such shares shall be determined by the Board before the shares are allotted (and such terms and conditions shall apply as if the same were set out in these articles); and

(b) any existing non-redeemable shares (whether issued or not) may, where permitted by these articles and determined by the Board, be converted into shares that are to be redeemed or are liable to be redeemed in accordance with their terms, which may include provision for redemption at the option of either or both of the Company or holder thereof.

16. Power to purchase own shares

Subject to the Statutes, and to any rights conferred on the holders of any class of shares, the Company may purchase all or any of its shares of any class, including any redeemable shares. Subject to the Statutes, the Company may hold as treasury shares any shares purchased or redeemed by it.

17. Power to reduce capital

Subject to the Statutes and to any rights conferred on the holders of any class of shares, the Company may by special resolution reduce its share capital, any capital redemption reserves and any share premium account in any way.

18. Trusts not recognised

Except as required by law, a court of competent jurisdiction or these articles, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required to recognise (even when having notice of it) any equitable, contingent, future, partial or other claim to or interest in or in respect of any share, except the holder's absolute right to the entirety of the share.

UNCERTIFICATED SHARES – GENERAL POWERS

19. Uncertificated shares – general powers

(a) Subject to the Statutes, the Board may permit any class of shares to be held in uncertificated form and to be transferred by means of a relevant system and may revoke any such permission.

(b) In relation to any share which is for the time being held in uncertificated form:

(i) the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Statutes or these articles or otherwise in effecting any actions and the Board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;

(ii) any provision in these articles which is inconsistent with:

(A) the holding or transfer of that share in the manner prescribed or permitted by the Statutes;

(B) any other provision of the Statutes relating to shares held in uncertificated form; or

(C) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system,

shall not apply;

(iii) the Company may, by notice to the holder of that share, require the holder to change the form of such share to certificated form within such period as may be specified in the notice;

(iv) the Company may require that share to be converted into certificated form in accordance with the Statutes; and

(v) the Company shall not issue a certificate.

(c) The Company may, by notice to the holder of any share in certificated form, direct that the form of such share may not be changed to uncertificated form for a period specified in such notice.

(d) For the purpose of effecting any action by the Company, the Board may determine that shares held by a person in uncertificated form shall be treated as a separate holding from shares held by that person in certificated form but shares of a class held by a person in uncertificated form shall not be treated as a separate class from shares of that class held by that person in certificated form.

VARIATION OF RIGHTS

20. Variation of rights

(a) Whenever the share capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (subject to the Statutes and whether or not the Company is being wound up) be varied in such manner as those rights may provide or (if no such provision is made) either with the consent in writing of the holders of at least three quarters in nominal value of the issued shares of that class or with the authority of a special resolution passed at a separate general meeting of the holders of those shares.

(b) The provisions of these articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis*, to every such separate general meeting, except that:

(i) the quorum at any such meeting (other than an adjourned meeting) shall be two members present in person or by proxy holding at least one-third in nominal amount of the issued shares of the class (excluding any shares of that class held as treasury shares);

(ii) if at any adjourned meeting of such holders the quorum required under paragraph (i) above is not present, the quorum shall be at least one member present in person or by proxy holding shares of the class;

(iii) every holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by that holder; and

(iv) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

(c) Unless otherwise expressly provided by the rights attached to any class of shares those rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* with them or by the purchase or redemption by the Company of any of its own shares.

TRANSFERS OF SHARES

21. Right to transfer shares

Subject to the restrictions in these articles (including but not limited to article 22 below), a member may transfer all or any of the member's shares in any manner which is permitted by the Statutes.

22. Lock-up

(a) Subject to the exclusions in article 22(b) below and the other provisions of this article 22, no member shall be permitted to Transfer any Lock-up Shares until the earlier of:

(i) (A) in the case of a Lock-up Shareholder who is not the Founder or a Founder Permitted Transferee, the date that is six months after the Closing Date; and (B) in the case of Lock-up Shareholder who is the Founder or a Founder Permitted Transferee, the date that is nine months after the Closing Date; and

(ii) subsequent to the Closing Date, the first date on which:

(A) the closing price of the Class A Ordinary Shares has equalled or exceeded $15.00 per Class A Ordinary Share (as adjusted for share capital subdivisions, consolidations, dividends, reorganisations, recapitalisations and the like) for any 20 trading days within any 30- trading day period commencing at least 90 days after the Closing Date; or

(B) the Company completes a liquidation, merger, share capital exchange, reorganisation or other similar transaction that results in all of the Company's members having the right to exchange their ordinary shares for cash, securities or other property,

(such time period, the **Lock-up Period**).

(b) Notwithstanding article 22(a) above, each Lock-up Shareholder or any of its Permitted Lock-up Transferees may Transfer any Lock-up Shares it holds during the Lock-up Period:

(i) in respect of Lock-up Shares held by the Founder or any of the Founder Permitted Transferees only, to the Founder Permitted Transferees and to any Permitted Lock-up Transferee pursuant to this article 22(b);

(ii) to any other Lock-up Shareholder(s);

(iii) in the case of any Lock-up Shareholder (or any Permitted Lock-up Transferee of a Lock-up Shareholder) that is a corporation, partnership, limited liability company, trust or other business entity, to any partners (general or limited), members, managers, shareholders or holders of similar equity interests in such member (or, in each case, its nominee or custodian), or any of its or their Affiliates;

(iv) by bona fide gift or gifts, including to a charitable organisation;

(v) in the case of an individual, transmission upon death of such individual in accordance with article 27;

(vi) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of a member or the Immediate Family Member of a member;

(vii) to any Immediate Family Member or other dependent;

(viii) to a nominee or custodian of a person to whom a disposition or transfer would be permissible under paragraphs 22(b)(iv) to 22(b)(vii) inclusive above;

(ix) pursuant to an order or decree of a Governmental Entity;

(x) to the Company or its subsidiary or parent entities upon death, disability or termination of employment, in each case, of such holder;

(xi) pursuant to a bona fide tender offer, merger, consolidation or other similar transaction, in each case made to all holders of ordinary shares, involving a Change of Control (including negotiating and entering into an agreement providing for any such transaction); provided, however, that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such Lock-up Shareholder's shares shall remain subject to the provisions of this article 22;

(xii) to the Company pursuant to the exercise, in each case on a "cashless" or "net exercise" basis, of any option to purchase ordinary shares pursuant to any employee benefit plans or arrangements which are set to expire during the Lock-up Period, where any shares received by a member upon any such exercise will be subject to the terms of this article 22;

(xiii) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase shares or the vesting of any restricted stock awards granted by the Company pursuant to employee benefit plans or arrangements which are set to expire or automatically vest during the Lock-up Period, in each case on a "cashless" or "net exercise" basis, where any shares received by such member upon any such exercise or vesting will be subject to the terms of this article 22,

(xiv) for the purpose of repaying any loan issued by the Company to any executive officer at the closing of the Merger;

(xv) in any transaction relating to ordinary shares acquired by a member in open market transactions;
(xvi) otherwise with the prior written consent or by resolution of a majority of the Board;
(xvii) in the case of the Founder and any Founder Permitted Transferee, pursuant to a pledge, of up to 10,918,824 ordinary shares, in a bona fide transaction to a lender of such member, as disclosed in writing to the Company; or
(xviii) any transfers made pursuant to or otherwise in connection with the option agreement between Hanging Gardens Limited and the Founder dated 17 August 2016,

provided that, a Permitted Lock-up Transferee may only Transfer any Lock-Up Shares held by it to another Permitted Lock-up Transferee of the original Lock-up Shareholder that held such Lock-up Shares at the Closing Date and, in the case of each transfer or distribution pursuant to paragraphs 22(b)(i) to 22(b)(vii) (inclusive) above:

(A) each donee, trustee, distributee or transferee, as the case may be, shall be bound by the restrictions set out in this article 22;
(B) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives equity interests of such transferee or such transferee's interests in the transferor and except for any transfer pursuant to paragraph 22(b)(i) only, to which this paragraph (B) shall not apply; and
(C) if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of shares are required or are voluntarily made during the Lock-up Period, such member shall provide the Company prior written notice informing them of such report or filing and such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be is bound by the restrictions set out in this article 22.

(c) For the avoidance of doubt, members shall be permitted to enter into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act during the Lock-up Period so long as no Transfers of such members' ordinary shares in contravention of this article 22 are effected prior to the expiration of the Lock-up Period.

(d) The Company shall be entitled to enter stop transfer instructions with the its transfer agent and registrar against the transfer of any Lock-up Shares except in compliance with the restrictions in this article 22 and, where applicable, to the addition of a legend to such member's Lock-up Shares describing the restrictions in this article 22.

(e) Nothing in this article 22 shall limit:
(i) any Transfer of ordinary shares to any person (including, subject to the Statutes, to the Company) pursuant to article 14(c); or
(ii) any purchase or redemption of ordinary shares or Deferred Shares by the Company pursuant to and in accordance with article 16.

(f) For the purposes of this article 22:
(i) **Affiliate** has the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act;
(ii) **Change of Control** means any transaction or series of transactions:
(A) following which a person or "group" (within the meaning of Section 13(d) of the Exchange Act) of persons (other than the Company, Alkuri (as defined below) or any of their respective

subsidiaries), has direct or indirect beneficial ownership of securities (or rights convertible or exchangeable into securities) representing 50 per cent. or more of the voting power of or economic rights or interests in the Company, Alkuri or any of their respective subsidiaries,

(B) constituting a merger, consolidation, reorganisation or other business combination, however effected, following which either (1) the members of the Board or the board of directors of Alkuri immediately prior to such merger, consolidation, reorganisation or other business combination do not constitute at least a majority of the board of directors of the company surviving the combination or, if Alkuri is a subsidiary, the ultimate parent thereof or (2) the voting securities of the Company, Alkuri or any of their respective subsidiaries immediately prior to such merger, consolidation, reorganisation or other business combination do not continue to represent or are not converted into 50 per cent. or more of the combined voting power of the then outstanding voting securities of the person resulting from such combination or, if Alkuri is a subsidiary, the ultimate parent thereof, or (C) the result of which is a sale of all or substantially all of the assets of the Company or the surviving corporation (as appearing in its most recent balance sheet) to any person;

(iii) **Governmental Entity** means any United States or foreign or international federal, state, local, municipal or other government, governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitrator or arbitral tribunal (public or private);

(iv) **Immediate Family Member** means any person that is related by blood or current or former marriage or adoption, in each case that is not more remote than a first cousin;

(v) **Lock-up Shares** means with respect to any Lock-up Shareholder and its respective Permitted Lock-up Transferees, (A) the ordinary shares held by such person immediately following the closing of the Merger (including, for the avoidance of doubt, any ordinary shares held by such person following the closing of the Merger that are subject to a separate agreement between the member and the Company in accordance with article 10), and (B) the ordinary shares issuable to such person upon the settlement or exercise of restricted stock units, share options or other equity awards outstanding as of immediately following the closing of the Merger in respect of awards of the Company outstanding immediately prior to the closing of the Merger, determined as if, with respect to any such equity awards that are net exercised, such equity awards were instead cash exercised, but excludes any Relevant Warrants;

(vi) **Lock-up Shareholders** means the holders of ordinary shares in the capital of the Company immediately prior to the closing of the Merger, excluding any ordinary shares issued and allotted to the PIPE Investors on the Closing Date;

(vii) **Permitted Lock-up Transferees** means, prior to the expiry of the Lock-Up Period, any person to whom such member (or any other Permitted Lock-up Transferee of such member) is permitted to transfer ordinary shares held by it pursuant to article 22(b);

(viii) **PIPE Investors** means the investors who subscribe for private placement shares in the Company on the Closing Date;

(ix) **Relevant Warrants** means (A) warrants to acquire ordinary shares issued by the Company to the Sponsor at closing of the Merger; and (B) the ordinary shares issued or issuable upon the settlement or exercise of such warrants;

(x) **Transfer** shall mean the:

(A) sale of, offer to sell, contract or agreement to sell, hypothecation or pledge of, grant of any option to purchase or otherwise dispose of or agreement to dispose of or

establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security;

(B) entry into any 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

(C) public announcement of any intention to effect any transaction specified in article 22(f)(x)(A) or 22(f)(x)(B).

23. Transfers of uncertificated shares

The Company shall maintain a record of uncertificated shares in accordance with the Statutes.

24. Transfers of certificated shares

(a) An instrument of transfer of a certificated share may be in any usual form or in any other form which the Board may approve and shall be signed by or on behalf of the transferor and (except in the case of a fully paid share) by or on behalf of the transferee.

(b) Subject to article 24(c), the Board may in its absolute discretion refuse to register any instrument of transfer of a certificated share unless it is:

(i) left at the office, the transfer office, or at such other place as the Board may decide, for registration;

(ii) accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may reasonably require to prove the title of the intending transferor or the intending transferor's right to transfer the shares; and

(iii) in respect of only one class of shares.

(c) The Board shall not refuse to register a transfer of a certificated share to or from Cede & Co. unless the registration of such transfer would be contrary to the provisions of article 22 or the Companies Law.

(d) All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Board refuses to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person presenting it.

25. Other provisions relating to transfers

(a) No fee shall be charged for registration of a transfer or other document or instruction relating to or affecting the title to any share.

(b) The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of the share.

(c) Nothing in these articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

(d) Subject to article 24(c), unless otherwise agreed by the Board in any particular case, the maximum number of persons who may be entered on the register as joint holders of a share is four.

26. Notice of refusal

If the Board refuses to register a transfer of a certificated share it shall, as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged, give to the transferor

and the transferee notice of the refusal together with its reasons for refusal. The Board shall provide the transferor and the transferee with such further information about the reasons for the refusal as the transferor and/or the transferee may reasonably request.

TRANSMISSION OF SHARES

27. Transmission on death

If a member dies, the survivor, where the deceased was a joint holder, and the member's personal representatives where the member was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to the member's shares; but nothing in these articles shall release the estate of a deceased holder from any liability in respect of any share held by the member solely or jointly.

28. Election of person entitled by transmission

(a) A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the Board may require and subject as provided in this article, elect either to be registered personally as the holder of the share or to nominate some other person to be registered as the holder of the share.

(b) If the person elects to be registered personally, the person shall give notice to the Company to that effect. If the person elects to have another person registered, the first person shall execute a transfer of the share to that other person or shall execute such other document or take such other action as the Board may require to enable that other person to be registered.

(c) The provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer or other document or action as if it were a transfer effected by the person from whom the title by transmission is derived and the event giving rise to such transmission had not occurred.

29. Rights of person entitled by transmission

(a) A person becoming entitled to a share in consequence of a death or bankruptcy or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share and shall have the same rights in relation to the share as the person would have if the person were the holder except that, until the person becomes the holder, the person shall not be entitled to attend or vote at any general meeting of the Company.

(b) The Board may at any time give notice requiring any such person to elect either to be registered personally or to transfer the share and, if after 90 days the notice has not been complied with, the Board may withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

30. General meetings

(a) The Board shall determine whether any general meeting is to be held as:

(i) a physical general meeting; or

(ii) an electronic general meeting.

(b) The Board may make whatever arrangements it considers fit to allow those entitled to do so to participate in any general meeting. In the case of an electronic general meeting, the Board need only make arrangements for those entitled to do so to participate electronically (and need not make any provision for attendance at any physical venue).

(c) Unless otherwise specified in the notice of meeting; decided by the Board in accordance with article 31(a)(ii); or determined by the chair of the meeting either pursuant to article 31(a)(iii) or otherwise, a general meeting is deemed to take place at the place where the chair of the meeting is at the time of the meeting.

(d) Two or more persons who may not be in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at that meeting, they are able to exercise them, and are able to hear the other attendees.

(e) A person is present at a general meeting if the person attends it in accordance with the provisions of these articles.

(f) A person is able to participate in a meeting if the person's circumstances are such that if the person has rights in relation to the meeting, the person is able to exercise them.

(g) In determining whether persons are attending or participating in a meeting, other than a physical general meeting, it is immaterial where any of them are or how they are able to communicate with each other, provided they can hear each other speak.

(h) A person is able to exercise the right to speak at a general meeting when the chair of the meeting is satisfied that arrangements are in place so as to enable that person to communicate by speaking to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

(i) A person is able to exercise the right to vote at a general meeting when:

(i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(ii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

31. Meeting at more than one place or in more than one format

(a) A general meeting may be held at more than one place, or may be participated in in more than one way, if:

(i) the notice convening the meeting so specifies; or

(ii) the Board resolves, after the notice convening the meeting has been given, that:

(A) the meeting shall be held at one or more than one place in addition to any place or places specified in the notice; or

(B) arrangements will also be made for attendance and participation electronically; or

(iii) it appears to the chair of the meeting that the place of the meeting specified in the notice convening the meeting is inadequate to accommodate all persons entitled and wishing to attend at that place.

(b) A general meeting held at more than one place or participated in in more than one way in accordance with paragraph (a) above, is duly constituted and its proceedings are valid if (in addition to the other provisions of these articles relating to general meetings being satisfied) the chair of the meeting is satisfied that facilities (whether electronic or otherwise) are available to enable each person present at each place and/or attending or participating in it electronically to participate in the business of the meeting.

(c) Each person who is present at any place of the meeting or who is attending it electronically, and who would be entitled to count towards the quorum in accordance with the provisions of article 37 shall be counted in the quorum for, and shall be entitled to vote at, the meeting.

32. Annual general meetings

The Board shall convene and the Company shall hold annual general meetings in accordance with the Statutes.

33. Convening of general meetings other than annual general meetings

(a) The Board may convene a general meeting other than an annual general meeting whenever it thinks fit.

(b) A general meeting may also be convened in accordance with article 71.

(c) A general meeting shall also be convened by the Board on the requisition of members under the Statutes or, in default, may be convened by such requisitionists, as provided by the Statutes.

(d) The Board shall comply with the Statutes regarding the giving and the circulation, on the requisition of members, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company.

34. Separate general meetings

Subject to these articles and to any rights for the time being attached to any class of shares in the Company, the provisions of these articles relating to general meetings of the Company (including, for the avoidance of doubt, provisions relating to the proceedings at general meetings or to the rights of any person to attend or vote or be represented at general meetings or to any restrictions on these rights) shall apply, *mutatis mutandis*, in relation to every separate general meeting of the holders of any class of shares in the Company.

NOTICE OF GENERAL MEETINGS

35. Length, form and content of notice

(a) Subject to the Statutes, all general meetings shall be called by not less than 14 clear days' notice or by not less than such minimum notice period as is permitted by the Statutes.

(b) Notice of every general meeting shall be given to all members other than any who, under these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors (or, if more than one, each of them) and to each director.

(c) The notice (including any notice given by means of a website) shall comply with all applicable requirements in the Statutes and shall specify whether the meeting will be an annual general meeting.

(d) Without prejudice to the provisions of article 31(a), if it is anticipated that a meeting will be conducted as an electronic general meeting, the notice of meeting shall state how it is proposed that persons attending or participating in the meeting electronically should communicate with the meeting.

36. Omission or non-receipt of notice

The accidental omission to give notice of a general meeting or to send an instrument of proxy (where this is intended to be sent out with the notice) to, or the non-receipt of the notice or instrument of proxy (as applicable) by, any person entitled to receive the same shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

37. Quorum

(a) No business (other than the appointment of a chair) shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

(b) Two qualifying persons entitled to vote, which must include at least one holder of Class B Ordinary Shares for so long as any Class B Ordinary Shares remain in issue and have a right to vote at such meeting, shall be a quorum, unless:

(i) each is a qualifying person only because that person is authorised to act as the representative of a corporation in relation to the meeting, and they are representatives of the same corporation; or

(ii) each is a qualifying person only because that person is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.

(c) For the purposes of this article, a **qualifying person** means:

(i) an individual who is a member of the Company;

(ii) a person authorised to act as the representative of a corporation in relation to the meeting; or

(iii) a person appointed as proxy of a member in relation to the meeting.

(d) If within 15 minutes from the time fixed for holding a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned for ten clear days (or, if that day is a Saturday, a Sunday or a holiday, to the next working day) and at the same time and place (and/or, if appropriate, with similar or equivalent facilities for electronic attendance and participation) as the original meeting, or, subject to article 42(g) and the Statutes, to such other day, and at such other time and place (and/or, if appropriate, with such other facilities for electronic attendance and participation), as the Board may decide.

(e) If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

38. Security

The Board may, subject to the Statutes, make any physical or electronic security arrangements which it considers appropriate relating to the holding of a general meeting of the Company including, without limitation, arranging for any person attending a meeting physically to be searched and for items of personal property which may be taken into a meeting to be restricted. A director or the secretary may:

(i) refuse physical or electronic entry to a meeting to any person who refuses to comply with any such arrangements; and

(ii) physically or electronically eject from a meeting any person who causes the proceedings to become disorderly.

39. Chair

(a) At each general meeting, the chair of the Board (if any) or, if the chair is absent or unwilling, the deputy chair (if any) of the Board or (if more than one deputy chair is present and willing) the deputy chair who has been longest in such office, shall preside as chair of the meeting. If neither the chair nor deputy chair is present and willing, one of the other directors selected for the purpose by the directors present or, if only one director is present and willing, that director, shall preside as chair of the meeting. If no director is present within 15 minutes after the time fixed for holding the meeting or if none of the directors present is willing to preside as chair of the meeting, the members present and entitled to vote shall choose one of their number to preside as chair of the meeting.

(b) Subject to the Statutes (and without prejudice to any other powers vested in the chair of a meeting) when conducting a general meeting, the chair of the meeting may make whatever arrangements and take whatever actions as the chair considers, in the chair's sole discretion, to be appropriate or conducive to the facilitation of the conduct of the business of the meeting, proportionate discussion on any item of business of the meeting, or the maintenance of good order.

(c) If the chair of a general meeting is participating in that meeting electronically and becomes disconnected from the meeting, another person (determined in accordance with the provisions of paragraph (a) above) shall preside as chair of the meeting unless and until the original chair regains electronic connection with the meeting. In the event that no replacement chair is presiding over the general meeting (and the original chair has not regained electronic connection with the meeting) 20 minutes after the original chair became disconnected from the meeting, the meeting shall be adjourned to a time and place (and/or, if appropriate, facilities for electronic attendance and participation) to be fixed by the Board.

40. Right to attend and speak

(a) A director shall be entitled to attend and speak at any general meeting of the Company whether or not the director is a member.

(b) The chair may invite any person to attend and speak at any general meeting of the Company if the chair considers that such person has the appropriate knowledge or experience of the Company's business to assist in the deliberations of the meeting.

(c) A proxy shall be entitled to speak at any general meeting of the Company.

41. Resolutions and amendments

(a) Subject to the Statutes, a resolution may only be put to the vote at a general meeting if the chair of the meeting in the chair's absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.

(b) In the case of a resolution to be proposed as a special resolution no amendment may be made, at or before the time at which the resolution is put to the vote, to the form of the resolution as set out in the notice of meeting, except to correct a patent error or as may otherwise be permitted by law.

(c) In the case of a resolution to be proposed as an ordinary resolution no amendment may be made, at or before the time at which the resolution is put to the vote, unless:

(i) in the case of an amendment to the form of the resolution as set out in the notice of meeting, notice of the intention to move the amendment is received at the office at least 48 hours before the time fixed for the holding of the relevant meeting; or

(ii) in any case, the chair of the meeting in the chair's absolute discretion otherwise decides that the amendment or amended resolution may properly be put to the vote.

The giving of notice under paragraph (i) above shall not prejudice the power of the chair of the meeting to rule the amendment out of order.

(d) With the consent of the chair of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

(e) If the chair of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or the resolution in question shall not be invalidated by any error in the chair's ruling. Any ruling by the chair of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

42. Adjournment

(a) With the consent of any general meeting at which a quorum is present the chair of the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place (and/or, if appropriate, facilities for electronic attendance and participation) to place (and/or, if appropriate, facilities for electronic attendance and participation).

(b) In addition, the chair of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place (and, if the chair considers it appropriate, facilities for electronic attendance and participation) if, in the chair's opinion, it would facilitate the conduct of the business of the meeting to do so.

(c) In addition, the chair of the meeting shall at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place (and/or, if appropriate, with other facilities for electronic attendance and participation) if, in the chair's opinion, the facilities (whether electronic or otherwise, and whether affecting the place (or more than one place) of the meeting or any electronic participation arrangements) are not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of meeting.

(d) Nothing in this article shall limit any other power vested in the chair of the meeting to adjourn the meeting.

(e) All business conducted at a general meeting up to the time of any adjournment shall, subject to paragraph (f) below, be valid.

(f) The chair of the meeting may specify that only the business conducted at a general meeting up to a point in time which is earlier than the time of adjournment is valid if, in the chair's opinion, to do so would be more appropriate.

(g) Whenever a meeting is adjourned for 30 days or more or *sine die*, at least 14 clear days' notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting but otherwise no person shall be entitled to any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

(h) No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

43. Method of voting

All resolutions put to the vote of a general meeting shall be decided on a poll.

44. How poll is to be taken

(a) A poll shall be taken at such time (either at the meeting at which the resolution is proposed or within 30 days after the meeting), at such place and in such manner (including electronically) as the chair of the meeting shall direct and the chair may appoint scrutineers (who need not be members).

(b) A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

(c) It shall not be necessary (unless the chair of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.

(d) On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all the member's votes or cast all the votes used in the same way.

(e) The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded (or deemed to have been demanded).

45. Validity of meeting

All persons seeking to attend or participate in a general meeting electronically shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for the chair to adjourn a general meeting in accordance with the provisions of article 42(c), any inability of a person or persons to attend or participate in a general meeting electronically shall not invalidate the proceedings of that meeting.

VOTES OF MEMBERS

46. Voting rights

(a) Subject to these articles and to any special rights or restrictions as to voting for the time being attached to any class of shares in the Company (including, for the avoidance of doubt, such rights and restrictions as apply to the Class A Ordinary Shares and Class B Ordinary Shares as set out in articles 4(a) and 4(b) above), on a poll, every member who is present in person or by a duly appointed proxy shall have one vote for each share of which he or she is the holder.

(b) For the purposes of determining which persons are entitled to attend or vote at any general meeting, and how many votes such persons may cast, the Company must specify in the notice of the meeting a time, determined by the Board, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. Changes to entries on the register after the time so specified shall be disregarded in determining the rights of any person to attend or vote at the meeting, notwithstanding any provisions in the Statutes or these articles to the contrary.

47. Representation of corporations

(a) Any corporation which is a member of the Company may, by resolution of its Board or other governing body, authorise any person or persons to act as its representative or representatives at any general meeting of the Company.

(b) The Board or any director or the secretary may (but shall not be bound to) require evidence of the authority of any such representative.

48. Voting rights of joint holders

If more than one of the joint holders of a share tenders a vote on the same resolution, whether in person or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s); and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

49. Voting rights of members incapable of managing their affairs

A member in respect of whom an order has been made by any court having jurisdiction (whether in Jersey or elsewhere) in matters concerning mental disorder may vote by the member's receiver, *curator bonis* or other person in the nature of a receiver or *curator bonis* appointed by that court, and the receiver, *curator bonis* or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming the right to vote must be received at the office (or at such other address as may be specified for the receipt of proxy appointments) not later than the last time by which a proxy appointment must be received in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

50. Voting rights suspended where sums overdue

Unless the Board otherwise decides, a member shall not be entitled to vote, either in person or by proxy, at any general meeting of the Company in respect of any share held by that member unless all calls and other sums presently payable by that member in respect of that share have been paid.

51. Objections to admissibility of votes

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chair of the meeting, whose decision shall be final and conclusive.

PROXIES

52. Proxies

(a) A proxy need not be a member of the Company and a member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member.

(b) The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or on the poll concerned.

(c) The appointment of a proxy shall only be valid for the meeting mentioned in it and any adjournment of that meeting (including on any poll demanded at the meeting or any adjourned meeting).

53. Appointment of proxy

(a) Subject to the Statutes, the appointment of a proxy may be in such form as is usual or common or in such other form as the Board may from time to time approve and shall be signed by the appointor, or the appointor's duly authorised agent, or, if the appointor is a corporation, shall either be executed under its common seal or be signed by an agent or officer authorised for that purpose. The signature need not be witnessed.

(b) Without limiting the provisions of these articles, the Board may from time to time in relation to uncertificated shares: (i) approve the appointment of a proxy by means of a communication sent in electronic form which is sent by means of the relevant system and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such terms and conditions as the Board may from time to time prescribe (subject always to the facilities and requirements of the relevant system)); and (ii) approve supplements to, or amendments or revocations of, any such uncertificated proxy instruction by the same means. In addition, the Board may prescribe the method of determining the time at which any such uncertificated proxy instruction is to be treated as received by the Company or such participant and may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

54. Receipt of proxy

(a) A proxy appointment:

(i) must be received at a proxy notification address not less than 48 hours (or such shorter time as the Board decides) before the time fixed for holding the meeting at which the appointee proposes to vote; or

(ii) in the case of a poll taken more than 48 hours after it is demanded or in the case of an adjourned meeting to be held more than 48 hours after the time fixed for holding the original meeting, must be received at a proxy notification address not less than 24 hours (or such shorter time as the Board decides) before the time fixed for the taking of the poll or, as the case may be, the time fixed for holding the adjourned meeting; or

(iii) in the case of a poll which is not taken at the meeting at which it is demanded but is taken 48 hours or less after it is demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, must be received:

(A) at a proxy notification address in accordance with (i) above;

(B) by the chair of the meeting or the secretary or any director at the meeting at which the poll is demanded or, as the case may be, at the original meeting; or

(C) at a proxy notification address by such time as the chair of the meeting may direct at the meeting at which the poll is demanded.

In calculating the periods mentioned, no account shall be taken of any part of a day that is not a working day (within the meaning of the Companies Law).

(b) The Board may, but shall not be bound to, require reasonable evidence of the identity of the member and of the proxy, the member's instructions (if any) as to how the proxy is to vote and, where the proxy is appointed by a person acting on behalf of the member, authority of that person to make the appointment.

(c) The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under paragraph (b), above has not been received in accordance with the requirements of this article.

(d) Subject to paragraph (c) above, if the proxy appointment and any of the information required under paragraph (b) above, is not received in the manner set out in paragraph (a) above, the appointee shall not be entitled to vote in respect of the shares in question.

(e) If two or more valid but differing proxy appointments are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

55. Notice of revocation of authority etc.

(a) A vote given or poll demanded by proxy or by a representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll or (until entered in the register) the transfer of the share in respect of which the appointment of the relevant person was made unless notice of the termination was received at a proxy notification address not less than six hours before the time fixed for holding the relevant meeting or adjourned meeting or, in the case of a poll not taken on the same day as the meeting or adjourned meeting, before the time fixed for taking the poll.

(b) A vote given by a proxy or by a representative of a corporation shall be valid notwithstanding that the vote was not cast in accordance with any instructions given by the member by whom the proxy or representative of a corporation is appointed. The Company shall not be obliged to check whether the proxy or representative of a corporation has in fact voted in accordance with any such member's instructions.

56. Information Rights

(a) A member who holds shares on behalf of another person may nominate that person to enjoy information rights.

(b) For the purposes of article 56(a), information rights means:

(i) the right to receive a copy of all communications that the Company sends to its members generally or to any class of members that includes the person making the nomination;

(ii) the right of a debenture holder to receive a copy of the Company's last annual accounts and a copy of the auditor's report on the accounts; and

(iii) the right of a member to receive a document or information from the Company in hard copy form.

MEMBERS' RESOLUTIONS IN WRITING

57. Members' resolutions in writing

If at any time and from time to time the holder(s) of Class B Ordinary Shares hold not less than a simple majority of the total voting rights held by the members of the Company:

(a) A resolution in writing (including a special resolution but excluding a resolution removing an auditor) signed by members (who would be entitled to receive notice of and attend and vote at a general meeting at which such a resolution would be proposed) or by their duly appointed agents or attorneys representing such number of voting rights of eligible members as would have been required to pass such resolutions on a poll taken at a meeting of the members (or of a class of members) shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held (and, for the avoidance of doubt, any minimum notice period requirements applicable to special resolutions shall not apply).

(b) Any such resolution may consist of several documents in the like form each signed by one or more of the members or their agent or attorneys and signature in the case of a body corporate which is a member shall be sufficient if made by a director or other duly authorised officer thereof or its duly appointed agent or attorney.

Save as set out above, the passing of a resolution of the members in writing shall be prohibited.

DIRECTORS

58. Number of directors

The directors shall not, unless otherwise determined by an ordinary resolution of the Company, be less than three but shall not be subject to a maximum number.

59. Directors need not be members

A director need not be a member of the Company.

ELECTION, RETIREMENT AND REMOVAL OF DIRECTORS

60. Election of directors by the Company

(a) Subject to these articles, the Company may by ordinary resolution (including pursuant to article 57 where applicable) elect any person who is willing to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

(b) No person (other than a director retiring in accordance with these articles) shall be elected or re-elected a director unless:
  (i) the person is recommended by the Board; or
  (ii) during the period from and including the date that is 120 days before, to and including the date that is 90 days before, the proposed date of the general meeting of the Company or, where applicable, the date on which an ordinary resolution pursuant to article 57 is passed, there has been given to the Company, by a member (other than the person to be proposed) entitled to vote at the meeting, notice of the member's intention to propose a resolution for the election of that person, stating the particulars which would, if the person were so elected, be required to be included in the Company's register of directors and a notice executed by that person of the person's willingness to be elected.

(c) The chairman of any general meeting at which resolutions contained any member's notice referred to in article 60(b)(ii) are proposed may waive the notice requirements set out in article 60(b)(ii) and submit to the general meeting the name(s) of any person(s) duly qualified and willing to be elected as a director of the Company for election or re-election (as the case may be). Where article 57 applies and a director is proposed to be elected or re-elected by ordinary resolution of the Company passed in accordance with article 57, the holder(s) of a simple majority of the Class B Ordinary Shares may waive the notice requirements set out in article 60(b)(ii) in writing.

61. Separate resolutions for election of each director

Every ordinary resolution for the election of a director shall relate to one named person and a single resolution for the election of two or more persons shall be void, unless at a general meeting a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

62. The Board's power to appoint directors

The Board may appoint any person who is willing to act to be a director, either to fill a vacancy or by way of addition to their number, but so that the total number of directors shall not exceed any maximum number fixed by or in accordance with these articles.

63. Retirement of directors

(a) At each annual general meeting every director who held office on the date seven days before the date of notice of the annual general meeting shall retire from office. Each retiring director shall be eligible for re-election, and a director who is re-elected will be treated as continuing in office without a break.

(b) A retiring director who is not re-elected shall retain office until the close of the meeting at which that director retires.

(c) If the Company, at any meeting at which a director retires in accordance with these articles, does not fill the office vacated by such director, the retiring director, if willing to act, shall be deemed to be re-elected, unless at the meeting a resolution is passed not to fill the vacancy or to elect another person in that director's place or unless the resolution to re-elect that director is put to the meeting and lost.

64. Removal of directors

(a) The Company may by ordinary resolution remove any director before that director's period of office has expired notwithstanding anything in these articles or in any agreement between that director and the Company.

(b) Any removal of a director under this article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between that director and the Company.

65. Vacation of office of director

Without prejudice to the provisions of these articles for retirement or removal, the office of a director shall be vacated if:

(i) the director is prohibited by law from being a director; or

(ii) the director becomes bankrupt or makes any arrangement or composition with the director's creditors generally; or

(iii) a registered medical practitioner who has examined the director gives a written opinion to the Company stating that the director has become physically or mentally incapable of acting as a director and may remain so for more than three months and the Board resolves that the director's office be vacated; or

(iv) if for more than six months the director is absent, without special leave of absence from the Board, from board meetings held during that period and the Board resolves that the director's office be vacated; or

(v) the director gives to the Company notice of the director's wish to resign, in which event the director shall vacate that office on the receipt of that notice by the Company or at such later time as is specified in the notice.

66. Executive directors

(a) The Board may appoint one or more directors to hold any executive office under the Company (including that of chair, chief executive or managing director) for such period (subject to the Statutes) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the Company.

(b) The remuneration of a director appointed to any executive office shall be fixed by the Board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of that director's remuneration as a director.

(c) A director appointed as executive chair, chief executive or managing director shall automatically cease to hold that office if that person ceases to be a director but without prejudice to any claim for damages for breach of any contract of service between that director and the Company. A director appointed to any other executive office shall not automatically cease to hold that office if that person ceases to be a director unless the contract or any resolution under which the director holds office expressly states that the director shall, in which case that cessation shall be without prejudice to any claim for damages for breach of any contract of service between that director and the Company.

REMUNERATION, EXPENSES, PENSIONS AND OTHER BENEFITS

67. Special remuneration

(a) The Board may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.

(b) Such special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the Board may decide in addition to any remuneration payable under or pursuant to any other of these articles.

68. Expenses

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by the director in and about the discharge of the director's duties, including the director's expenses

of travelling to and from board meetings, committee meetings and general meetings. Subject to any guidelines and procedures established from time to time by the Board, a director may also be paid out of the funds of the Company all expenses incurred by the director in obtaining professional advice in connection with the affairs of the Company or the discharge of the director's duties as a director.

69. Pensions and other benefits

The Board may exercise all the powers of the Company to:

(a) pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependants of any such person. For that purpose the Board may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;

(b) establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including shares, share options or cash or any similar schemes for the benefit of any director or employee of the Company or of any associated body corporate, and to lend money to any such director or employee or to trustees on their behalf to enable any such schemes to be established, maintained or adopted; and

(c) support and subscribe to any institution or association which may be for the benefit of the Company or of any associated body corporate or any directors or employees of the Company or associated body corporate or their relatives or dependants or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

POWERS OF THE BOARD

70. General powers of the Board to manage the Company's business

(a) The business of the Company shall be managed by the Board which may exercise all the powers of the Company, subject to the Statutes, these articles and any resolution of the Company. No resolution or alteration of these articles shall invalidate any prior act of the Board which would have been valid if the resolution had not been passed or the alteration had not been made.

(b) The powers given by this article shall not be limited by any special authority or power given to the Board by any other article.

71. Power to act notwithstanding vacancy

The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number; but, if the number of directors is less than the minimum number of directors fixed by or in accordance with these articles, the continuing directors or director may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

72. Provisions for employees

The Board may exercise any of the powers conferred by the Statutes to make provision for the benefit of any persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or

former director or shadow director) in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

73. Power to borrow money

Subject to the Statutes, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (both present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

74. Power to change the name of the Company

Subject to the Statutes, the Company may change its name by special resolution.

DELEGATION OF BOARD'S POWERS

75. Delegation to individual directors

The Board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub-delegate) on such terms and conditions as it thinks fit and may revoke or vary all or any of them, but no person dealing in good faith shall be affected by any revocation or variation.

76. Committees

(a) The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee consisting of such person or persons (whether directors or not) as it thinks fit, provided that the majority of the members of the committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors. The Board may make any such delegation on such terms and conditions as it thinks fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the Board.

(b) The proceedings of a committee with two or more members shall be governed by any regulations imposed on it by the Board and (subject to such regulations) by these articles regulating the proceedings of the Board so far as they are capable of applying.

77. Local boards

(a) The Board may establish any local or divisional board or agency for managing any of the affairs of the Company whether in Jersey or elsewhere and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.

(b) The Board may delegate to any local or divisional board, manager or agent any of its powers, authorities and discretions (with power to sub-delegate) and may authorise the members of any local or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies.

(c) Any appointment or delegation under this article may be made on such terms and subject to such conditions as the Board thinks fit and the Board may remove any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

78. Powers of attorney

The Board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person appointed under this article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

DIRECTORS' INTERESTS

79. Declaration of interests in a proposed transaction or arrangement with the Company

A director who has, directly or indirectly, an interest in a transaction entered into or proposed to be entered into by the Company or by a subsidiary of the Company which to a material extent conflicts or may conflict with the interests of the Company and of which such director is aware, shall disclose to the Company the nature and extent of such director's interest.

80. Provisions applicable to declarations of interest

For the purposes of article 79:

(a) the disclosure shall be made at the first meeting of the directors at which the transaction is considered after the director concerned becomes aware of the circumstances giving rise to such director's duty to make it or, if for any reason the director fails to do so at such meeting, as soon as practical after the meeting, by notice in writing delivered to the secretary;

(b) the secretary, where the disclosure is made to shall inform the directors that it has been made and shall in any event table the notice of the disclosure at the next meeting after it is made;

(c) a disclosure to the Company by a director in accordance with article 80(a) above that such director is to be regarded as interested in a transaction with a specified person is sufficient disclosure of that director's interest in any such transaction entered into after the disclosure is made; and

(d) any disclosure made at a meeting of the directors shall be recorded in the minutes of the meeting.

81. Directors' interests and voting

(a) Subject to the Statutes and to declaring any interest or interests in accordance with articles 79 and 80, a director may:

(i) enter into or be interested in any transaction or arrangement with the Company, either with regard to the director's tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise;

(ii) hold any other office or place of profit with the Company (except that of auditor) in conjunction with the director's office of director for such period (subject to the Statutes) and upon such terms as the Board may decide and be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board may decide, either in addition to or in lieu of any remuneration under any other provision of these articles;

(iii) act personally or by the director's firm in a professional capacity for the Company (except as auditor) and be entitled to remuneration for professional services as if the director were not a director;

(iv) be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any holding company or subsidiary undertaking of that holding

company or any other company in which the Company may be interested. The Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company); and

(v) be or become a director, manager or employee of, or a consultant to, or acquire or retain any direct or indirect interest in, any entity (whether or not a body corporate) in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of the director's appointment as a director of that other company.

(b) A director shall not, by reason of holding office as director (or of the fiduciary relationship established by holding that office), be liable to account to the Company for any remuneration, profit or other benefit resulting from any interest permitted under paragraph (a) above and no contract shall be liable to be avoided on the grounds of any director having any type of interest permitted under paragraph (a) above.

(c) A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning that director's own appointment (including fixing or varying its terms), or the termination of that director's own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns that director's own appointment or the termination of that director's own appointment.

(d) A director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction or arrangement with the Company in which the director has an interest which may reasonably be regarded as likely to give rise to a conflict of interest and, if the director purports to do so, the director's vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:

(i) any transaction or arrangement in which the director is interested by virtue of an interest in shares, debentures or other securities of the Company or otherwise in or through the Company;

(ii) the giving of any guarantee, security or indemnity in respect of:

(A) money lent or obligations incurred by the director or by any other person at the request of, or for the benefit of, the Company or any of its subsidiary undertakings; or

(B) a debt or obligation of the Company or any of its subsidiary undertakings for which the director personally has assumed responsibility in whole or in part (either alone or jointly with others) under a guarantee or indemnity or by the giving of security;

(iii) indemnification (including loans made in connection with it) by the Company in relation to the performance of the director's duties on behalf of the Company or of any of its subsidiary undertakings;

(iv) any issue or offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings in respect of which the director is or may be entitled to participate in the director's capacity as a holder of any such securities or as an underwriter or sub-underwriter;

(v) any transaction or arrangement concerning any other company in which the director does not hold, directly or indirectly as shareholder voting rights representing one per cent. or more of any class of shares in the capital of that company;

(vi) any arrangement for the benefit of employees of the Company or any of its subsidiary undertakings which does not accord to the director any privilege or benefit not generally accorded to the employees to whom the arrangement relates; and

(vii) the purchase or maintenance of insurance for the benefit of directors or for the benefit of persons including directors.

(e) If any question arises at any meeting as to whether an interest of a director (other than the chair of the meeting) may reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chair of the meeting) to vote in relation to a transaction or arrangement with the Company and the question is not resolved by the director voluntarily agreeing to abstain from voting, the question shall be referred to the chair of the meeting and the chair's ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to the director concerned, has not been fairly disclosed. If any question shall arise in respect of the chair of the meeting and is not resolved by the chair voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the Board (for which purpose the chair shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chair of the meeting, so far as known to the chair, has not been fairly disclosed.

(f) Subject to the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any transaction or arrangement not duly authorised by reason of a contravention of this article.

82. No duty of confidentiality to another person; waiver of corporate opportunity

(a) A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular, the director shall not be in breach of the general duties he owes to the Company because he fails:

(i) to disclose any such information to the Board or to any director or other officer or employee of the Company; and/or

(ii) to use or apply any such information in performing his duties as a director of the Company.

(b) Where the existence of a director's relationship with another person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the Company because he:

(i) absents himself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

(ii) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.

(c) To the fullest extent permitted by law, the Company hereby agrees that no director (excluding the Founder) (a **relevant director**) shall have any obligation to refrain from engaging, directly or

indirectly and whether or not by or through his affiliates, in the same or similar business activities or lines of business as the Company or any of its subsidiaries. To the fullest extent permitted by applicable law, the Company, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Company and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time available to any relevant director or his affiliates, even if the opportunity is one that the Company or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so. The Company hereby further agrees that no relevant director shall have any duty to communicate or offer such business opportunity to the Company (and that there shall be no restriction on any relevant director or any of his affiliates using the general knowledge and understanding of the Company and the industry in which the Company operates that such relevant director has gained from occupying the position of a director) and, to the fullest extent permitted by applicable law, shall not be liable to the Company or any of its subsidiaries or shareholders for breach of any fiduciary or other duty as a director solely by reason of the fact that the relevant director or his affiliates pursue or acquire such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Company or its subsidiaries, or uses such knowledge and understanding in the manner described herein.

(d) For the purposes of paragraph (c) above and article 11(c), an **affiliate** of a relevant director means an entity (whether or not a body corporate) of which the relevant director is a director, manager or employee, or to which the relevant director is a consultant, or in which the relevant director has any direct or indirect interest (an **affiliated entity**), and any other entity (whether or not a body corporate) in which an affiliated entity of the relevant director has any direct or indirect interest, but in each case excluding the Company and its subsidiaries.

(e) The provisions of paragraphs (a), (b) and (c) above are without prejudice to any equitable principle or rule of law which may excuse the director from:

(i) disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

(ii) attending meetings or discussions or receiving documents and information as referred to in paragraph (b) above, in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles or the law.

PROCEEDINGS OF THE BOARD

83. Board meetings

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

84. Notice of board meetings

Notice of a board meeting may be given to a director personally or by word of mouth or given in hard copy form or in electronic form to the director at such address as the director may from time to time specify for this purpose (or if the director does not specify an address, at the director's last known address). A director may waive notice of any meeting either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

85. Quorum

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two directors. Subject to these articles, any director who ceases

to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the end of the Board meeting if no other director objects and if otherwise a quorum of directors would not be present.

86. Chair or deputy chair to preside

(a) The Board may appoint a chair and one or more deputy chair(s) and may at any time revoke any such appointment.

(b) The chair, or failing the chair any deputy chair (the longest in office taking precedence, if more than one is present), shall, if present and willing, preside at all board meetings but, if no chair or deputy chair has been appointed, or if the chair or deputy chair is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chair of the meeting, the directors present shall choose one of their number to act as chair of the meeting.

87. Competence of board meetings

A board meeting at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

88. Voting

Questions arising at any board meeting shall be determined by a majority of votes. In the case of an equality of votes the chair of the meeting shall have a second or casting vote.

89. Telephone/electronic board meetings

(a) A board meeting may consist of a conference between directors some or all of whom are in different places provided that each director may participate in the business of the meeting whether directly, by telephone or by any other means (whether electronically or otherwise) which enables the director:

(i) to hear (or otherwise receive real time communications made by) each of the other participating directors addressing the meeting; and

(ii) if the director so wishes, to address all of the other participating directors simultaneously (or otherwise communicate in real time with them).

(b) A quorum is deemed to be present if at least the number of directors required to form a quorum, subject to the provisions of article 71, may participate in the manner specified above in the business of the meeting.

(c) A board meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates.

(d) A resolution passed at any meeting held in the above manner, and signed by the chair of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee of the Board, as the case may be) duly convened and held.

90. Resolutions without meetings

A resolution which is signed or approved by all the directors entitled to vote on that resolution (and whose vote would have been counted) shall be as valid and effectual as if it had been passed at a board meeting duly called and constituted. The resolution may be contained in one document or communication in electronic form or in several documents or communications in electronic form (in like form), each signed or approved by one or more of the directors concerned. For the purpose of this article the approval of a director shall be given in hard copy form or in electronic form.

91. Validity of acts of directors in spite of formal defect

All acts *bona fide* done by a meeting of the Board, or of a committee, or by any person acting as a director or a member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

92. Minutes

The Board shall cause minutes to be made and kept in books kept for the purpose:

(i) of all appointments of officers made by the Board;

(ii) of the names of all the directors present at each meeting of the Board and of any committee; and

(iii) of all resolutions and proceedings of all meetings of the Company and of any class of members, and of the Board and of any committee.

SECRETARY

93. Secretary

Subject to the Companies Law, the secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it thinks fit, and the Board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between the secretary and the Company).

SHARE CERTIFICATES

94. Issue of share certificates

(a) A person whose name is entered in the register as the holder of any certificated shares shall be entitled (unless the conditions of issue otherwise provide) within the time limits prescribed by the Statutes to receive one certificate for those shares, or one certificate for each class of those shares and, if that person transfers part of the shares represented by a certificate in that person's name, or elects to hold part in uncertificated form, to receive a new certificate for the balance of those shares, provided in all cases that there shall be no requirement to issue any certificate to Cede & Co. in respect of any shares held by it.

(b) In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names, and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.

(c) A share certificate shall be issued under seal or signed by at least one director and the secretary or by at least two directors (which may include any signature being applied mechanically or electronically). A share certificate shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares and (where required by the Statutes), the distinguishing numbers of such shares. Any certificate so issued shall, as against the Company, be prima facie evidence of title of the person named in that certificate to the shares comprised in it.

(d) A share certificate may be given to a member in accordance with the provisions of these articles on notices and the Statutes.

95. Charges for and replacement of certificates

(a) Except as expressly provided to the contrary in these articles, no fee shall be charged for the issue of a share certificate.

(b) Any two or more certificates representing shares of any one class held by any member may at the member's request be cancelled and a single new certificate issued.

(c) If any member surrenders for cancellation a certificate representing shares held by that member and requests the Company to issue two or more certificates representing those shares in such proportions as that member may specify, the Board may, if it thinks fit, comply with the request on payment of such fee (if any) as the Board may decide.

(d) If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence, indemnity and security for such indemnity as the Board may think fit and on payment of any exceptional expenses of the Company incidental to its investigation of the evidence and preparation of the indemnity and security and, if damaged or defaced, on delivery up of the old certificate.

(e) In the case of joint holders of a share a request for a new certificate under any of the preceding paragraphs of this article may be made by any one of the joint holders unless the certificate is alleged to have been lost, stolen or destroyed.

LIEN ON SHARES

96. Lien on partly paid shares

(a) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount payable in respect of that share.

(b) The Board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from this article. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

97. Enforcement of lien

(a) The Company may sell any share subject to a lien in such manner as the Board may decide if an amount payable on the share is due and is not paid within 14 clear days after a notice has been given to the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.

(b) To give effect to any sale under this article, the Board may authorise some person to transfer the share sold to, or as directed by, the purchaser. The purchaser shall not be bound to see to the application of the purchase money nor shall the title of the new holder to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale.

(c) The net proceeds of the sale, after payment of the costs of such sale, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale), on surrender, in the case of shares held in certificated form, of the certificate for the shares sold, be paid to the holder or person entitled by transmission to the share immediately before the sale.

CALLS ON SHARES

98. Calls

(a) Subject to the terms of these articles and the terms of which the shares are allotted, the Board may make calls on the members in respect of any moneys unpaid on their shares (whether in respect of nominal amount or premium) and not payable on a date fixed by or in accordance with the terms of issue. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on the member's shares. A call may be revoked or postponed as the Board may decide.

(b) Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the Board authorising that call is passed.

(c) A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

(d) The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

99. Interest on calls

If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid, from the due date for payment to the date of actual payment, at such rate as the Board may decide, but the Board may waive payment of the interest, wholly or in part.

100. Sums treated as calls

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, whether in respect of nominal value or premium, shall for all purposes of these articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, these articles shall apply as if that sum had become due and payable by virtue of a call.

101. Power to differentiate

On any allotment of shares the Board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

102. Payment of calls in advance

The Board may, if it thinks fit, receive all or any part of the moneys payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any moneys so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the Board and the member paying the sum in advance.

FORFEITURE OF SHARES

103. Notice of unpaid calls

(a) If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the Board may give a notice to the holder requiring the holder to pay so much of the call or instalment as remains unpaid, together with any accrued interest.

(b) The notice shall state a further day, being not less than 14 clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.

(c) The Board may accept a surrender of any share liable to be forfeited.

104. Forfeiture on non-compliance with notice

(a) If the requirements of a notice given under article 103 are not complied with, any share in respect of which it was given may at any time thereafter (before the payment required by the notice is made) be forfeited by a resolution of the Board. The forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

(b) If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission, and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register; but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

105. Power to annul forfeiture or surrender

The Board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

106. Disposal of forfeited or surrendered shares

(a) Every share which is forfeited or surrendered shall become the property of the Company and (subject to the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the Board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The Board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been disposed of.

(b) A statutory declaration by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The person to whom the share has been disposed of shall not be bound to see to the application of the consideration for the disposal (if any) nor shall that person's title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

107. Arrears to be paid notwithstanding forfeiture or surrender

A person any of whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered share and shall, in the case of shares held in certificated form, surrender to the Company for cancellation any certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the Board) to pay to the Company all moneys payable by that person on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the Board shall decide, in the same manner as if the share had not been forfeited or surrendered. The Board may waive payment of interest wholly or in party and may enforce payment, without any reduction or allowance for the value of the shares at the time of

forfeiture or for any consideration received on their disposal. Such a person shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal.

SEAL

108. Seal

(a) The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the Board.

(b) The Board shall provide for the safe custody of every seal of the Company.

(c) A seal shall be used only by the authority of the Board or a duly authorised committee but that authority may consist of an instruction or approval given in hard copy form or in electronic form by a majority of the directors or of the members of a duly authorised committee.

(d) The Board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

(e) Unless otherwise decided by the Board:

(i) certificates for shares, debentures or other securities of the Company issued under seal need not be signed; and

(ii) every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors or by one director in the presence of a witness who attests the signature.

DIVIDENDS

109. Declaration of dividends by the Company

Subject to the provisions of the Companies Law, the Company may, by ordinary resolution, declare a dividend to be paid to the members, according to their respective rights and interests in the profits, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the Board.

110. Fixed and interim dividends

Subject to the provisions of the Companies Law, the Board may pay interim dividends and may also pay any dividend payable at a fixed rate at intervals settled by the Board whenever the financial position of the Company, in the opinion of the Board, justifies its payment. If the Board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss such holders may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

111. Calculation and currency of dividends

(a) Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

(i) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share;

(ii) all dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and

(iii) dividends may be declared or paid in any currency.

(b) The Board may agree with any member that dividends which may at any time or from time to time be declared or become due on that member's shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

112. Method of payment

(a) The Company may pay any dividend or other sum payable in respect of a share by such method as the Board may decide. The Board may decide to use different methods of payment for different holders or groups of holders. Without limiting any other method of payment which the Board may decide upon, the Board may decide that payment can be made, wholly or partly and exclusively or optionally:

(i) by cheque or dividend warrant payable to the holder (or, in the case of joint holders, the holder whose name stands first in the register in respect of the relevant share) or to such other person as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(ii) by a bank or other funds transfer system or by such other electronic means as the Board may decide (including, in the case of an uncertificated share, a relevant system) to such account as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose; or

(iii) in such other way as may be agreed between the Company and the holder (or, in the case of joint holders, all such holders).

(b) If the Board decides that any dividend or other sum payable in respect of a share will be made exclusively by one or more of the methods referred to in paragraph (a)(ii) above to an account, but no such account is nominated by the holder (or, in case of joint holders, all the joint holders) or if an attempted payment into a nominated account is rejected or refunded, the Company may treat that dividend or other sum payable as unclaimed.

(c) Any such cheque or dividend warrant may be sent by post to the registered address of the holder (or, in the case of joint holders, to the registered address of that person whose name stands first in the register in respect of the relevant share) or to such other address as the holder (or, in the case of joint holders, all the joint holders) may notify to the Company for the purpose.

(d) Every cheque or warrant is sent, and payment in any other way is made, at the risk of the person or persons entitled to it and the Company will not be responsible for any sum lost or delayed when it has sent or transmitted the sum in accordance with these articles. Clearance of a cheque or warrant or transmission of funds through a bank or other funds transfer system or by such other electronic means as is permitted by these articles shall be a good discharge to the Company.

(e) Any joint holder or other person jointly entitled to any share may give an effective receipt for any dividend or other sum paid in respect of the share.

(f) Any dividend, distribution or other sum payable in respect of any share may be paid to a person or persons entitled by transmission to that share as if that person or those persons were the holder or joint holders of that share and that person's address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

113. Dividends not to bear interest

No dividend or other moneys payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

114. Calls or debts may be deducted from dividends

The Board may deduct from any dividend or other moneys payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from that person (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares of the Company.

115. Unclaimed dividends etc.

(a) All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. All dividends and any other such monies unclaimed for a period of 10 years after having been declared shall be forfeited and cease to remain owing by the Company.

(b) If the Company exercises its power of sale in accordance with article 129, all dividends and other such monies payable on that share shall be forfeited and cease to remain owing by the Company.

(c) The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

116. Uncashed dividends

If:

(i) a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with these articles is left uncashed or is returned to the Company or a payment has failed (including where the payment has been rejected or refunded) and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system, a new account, for that person; or

(ii) such a payment is left uncashed or returned to the Company or fails (including where the payment has been rejected or refunded) on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until that person notifies the Company of an address or, where the payment is to be made by a funds transfer system, details of the account, to be used for the purpose.

117. Dividends *in specie*

(a) With the authority of an ordinary resolution of the Company and on the recommendation of the Board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

(b) Where any difficulty arises with the distribution, the Board may settle the difficulty as it thinks fit and, in particular, may issue fractional certificates (or ignore fractions), fix the value for distribution of the specific assets or any part of them, determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution and vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the Board may think fit.

118. Scrip dividends

(a) The Board may, with the authority of an ordinary resolution of the Company, offer any holders of any particular class of shares the right to elect to receive further shares of that class, credited as fully paid,

instead of cash in respect of all (or some part) of any dividend specified by the ordinary resolution (a **scrip dividend**) in accordance with the following provisions of this article.

(b) The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than five years after the date of the meeting at which the ordinary resolution is passed.

(c) The basis of allotment shall be decided by the Board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid (disregarding the amount of any associated tax credit).

(d) For the purposes of paragraph (c) above the value of the further shares shall be:

(i) equal to the final reported per share closing price as quoted for a fully paid share of the relevant class, as shown in the NASDAQ Daily List for the day on which such shares are first quoted "ex" the relevant dividend and the four subsequent dealing days; or

(ii) calculated in such manner as may be determined by or in accordance with the ordinary resolution.

(e) The Board shall give notice to the holders of such shares of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.

(f) The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made and the Board shall capitalise a sum equal to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the Board may consider appropriate.

(g) The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.

(h) The Board may decide that the right to elect for any scrip dividend shall not be made available to members resident in any territory where, in the opinion of the Board, compliance with local laws or regulations would be unduly onerous.

(i) The Board may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this article, and may make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned). To the extent that the entitlement of any holder of shares in respect of any dividend is less than the value of one new share of the relevant class (as determined for the basis of any scrip dividend) the Board may also from time to time establish or vary a procedure for such entitlement to be accrued and aggregated with any similar entitlement for the purposes of any subsequent scrip dividend.

(j) The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this article is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

(k) The Board shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.

(l) The Board may decide at any time before the further shares are allotted that such shares shall not be allotted and pay the relevant dividend in cash instead. Such decision may be made before or after any election has been made by holders of shares in respect of the relevant dividend.

CAPITALISATION OF RESERVES

119. Capitalisation of reserves

(a) The Board may, with the authority of an ordinary resolution of the Company or, if required by the Companies Law, a special resolution:

(i) subject to these articles, resolve to capitalise any sum standing to the credit of any reserve account of the Company (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account not required for the payment of any preferential dividend (whether or not it is available for distribution); and

(ii) appropriate that sum as capital to the holders of ordinary shares in proportion to the nominal amount of the ordinary share capital held by them respectively and apply that sum on their behalf in paying up in full any shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by the resolution provided that the share premium account, the capital redemption reserve, any redenomination reserve and any sum not available for distribution in accordance with the Statutes may only be applied in paying up shares to be allotted credited as fully paid up.

(b) Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the Board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the members concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution, and may vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as the Board may think fit.

(c) The Board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

120. Capitalisation of reserves – employees' share schemes

(a) This article (which is without prejudice to the generality of the provisions of article 119) applies where, pursuant to an employees' share scheme:

(i) a person is granted a right to acquire shares in the Company for no payment or at a price less than their nominal value; or

(ii) the terms on which any person is entitled to acquire shares in the Company are adjusted so that the price payable to acquire them is less than their nominal value,

and the relevant shares are to be subscribed.

(b) In any such case the Board:

(i) may, without requiring any further authority of the Company in general meeting, at any time transfer to a reserve account a sum (the **reserve amount**) which is equal to the amount required to pay up the nominal value of the shares in full, after taking into account the amount (if any) payable by the person from the profits or reserves of the Company which are available for distribution and not required for the payment of any preferential dividend; and

(ii) (subject to paragraph (d) below) will not apply the reserve amount for any purpose other than paying up the nominal value on the allotment of the relevant shares.

(c) Whenever the Company allots shares to a person pursuant to a right described in article 120(a), the Board will (subject to the Statutes) appropriate to capital the amount of the reserve amount necessary to pay up the nominal value of those shares in full, after taking into account the amount (if any) payable by the person, apply that amount in paying up the nominal value of those shares in full and allot those shares credited as fully paid to the person entitled to them.

(d) If any person ceases to be entitled to acquire shares as described in article 120(a), the restrictions on the reserve amount will cease to apply in relation to the part of that amount (if any) applicable to those shares.

RECORD DATES

121. Fixing of record dates

(a) Notwithstanding any other of these articles, but without prejudice to any rights attached to any shares and subject always to the Companies Law, the Company or the Board may fix any date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.

(b) In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

ACCOUNTS

122. Accounting records

(a) The Board shall cause accounting records of the Company to be kept in accordance with the Statutes.

(b) No member (as such) shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the Board or by any ordinary resolution of the Company.

REGISTER

123. Register Requirements

(a) The directors shall keep, or cause to be kept, at the transfer office (but in relation to the principal register not, for the avoidance of doubt, at a place outside Jersey), the register in the manner required by the Companies Law.

(b) Subject to the provisions of the Companies Law, the Company may keep an overseas branch register in any country, territory or place (other than in the United Kingdom). The Board may (subject to the Companies Law and the requirement that no overseas branch register shall be kept in the United Kingdom) make and vary such regulations as it may think fit in relation to the keeping of any such overseas branch register, including any regulations regarding the transfer of shares from such overseas branch register to the register, the transfer of shares from the register to such overseas branch register or the inspection of the overseas branch register. For so long as the shares of the Company are listed on NASDAQ, the Company shall maintain a US branch register.

(c) For so long as the shares of the Company are listed on NASDAQ, all members shall have their shares registered on the US branch register unless the Board otherwise resolves. The Board may take such action as it deems necessary to transfer any shares from the principal register or any other register to the US branch register. Each director (acting alone) will be deemed to have been appointed as the agent of any holder with shares registered on any register other than the US branch register with full power to execute, complete and deliver, in the name of and on behalf of the holder, any transfer form or other documents necessary to transfer such shares from the relevant register to the US branch register. Such appointment is:

(i) made with effect from the later of (i) the holder becoming the holder of such shares and (ii) any share in the Company being listed on NASDAQ; and

(ii) irrevocable for a period of one year thereafter.

COMMUNICATIONS

124. Communications to the Company

(a) Subject to the Statutes and except where otherwise expressly stated in these articles, any document, notice or information to be sent or supplied to the Company (whether or not such document, notice or information is required or authorised under the Statutes) shall be in hard copy form or, subject to paragraph (b) below, be sent or supplied in electronic form or by means of a website.

(b) Subject to the Statutes, a document, notice or information may be given to the Company in electronic form only if it is given in such form and manner and to such address as may have been specified by the Board from time to time for the receipt of documents in electronic form. The Board may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such document or information given to it in electronic form.

125. Communications by the Company

(a) A document notice or information may be sent or supplied in hard copy form by the Company to any member either personally or by sending or supplying it by post addressed to the member at the member's registered address or by leaving it at that address.

(b) Subject to the Statutes (and other rules applicable to the Company), a document, notice or information may be sent or supplied by the Company to any member in electronic form to such address as may from time to time be authorised by the member concerned or by making it available on a website and notifying the member concerned in accordance with the Statutes (and other rules applicable to the Company) that it has been made available. A member shall be deemed to have agreed that the Company may send or supply a document, notice or information by means of a website if the conditions set out in the Statutes have been satisfied.

(c) In the case of joint holders of a share, any document, notice or information sent or supplied by the Company in any manner permitted by these articles to the joint holder who is named first in the register in respect of the joint holding shall be deemed to be given to all other holders of the share.

126. When communication is deemed received

(a) Any document, notice or information, if sent by recorded delivery post or by courier, shall be deemed to have been received on delivery, if sent by airmail, shall be deemed to have been received five days following that on which the envelope containing it is put into the post, if sent by first class post, shall be deemed to have been received on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been received on the second day

following that on which the envelope containing it is put into the post and in proving that a document, notice or information has been received it shall be sufficient to prove that the letter, envelope or wrapper containing the document or information was properly addressed, prepaid and put into the post.

(b) Any document, notice or information not sent by post but left at a registered address or address at which a document, notice or information may be received shall be deemed to have been received on the day it was so left.

(c) Any document, notice or information, if sent or supplied by electronic means, shall be deemed to have been received on the day on which the document, notice or information was sent or supplied by or on behalf of the Company.

(d) If the Company receives a delivery failure notification following a communication by electronic means in accordance with paragraph (c) above, the Company shall send or supply the document, notice or information in hard copy or electronic form (but not by electronic means) to the member either personally or by post addressed to the member at the member's registered address or by leaving it at that address. This shall not affect when the document, notice or information was deemed to be received in accordance with paragraph (c) above.

(e) Where a document, notice or information is sent or supplied by means of a website, it shall be deemed to have been received:

(i) when the material was first made available on the website; or

(ii) if later, when the recipient was deemed to have received notice of the fact that the material was available on the website.

(f) A member present, either in person or by proxy, at any meeting of the Company or class of members of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.

(g) Every person who becomes entitled to a share shall be bound by every notice in respect of that share which before that person's name is entered in the register was given to the person from whom that person derives title to the share.

127. Record date for communications

(a) For the purposes of giving notices of meetings, or of sending or supplying other documents or other information, whether under any Statute, a provision in these articles or any other instrument, the Company may determine that persons entitled to receive such notices, documents or other information are those persons entered on the register at the close of business on a day determined by it.

(b) The day determined by the Company under paragraph (a) above may not be more than 15 days before the day that the notice of the meeting, document or other information is given.

128. Communication to person entitled by transmission

Where a person is entitled by transmission to a share, any notice or other communication shall be given to that person, as if that person were the holder of that share and that person's address noted in the register were that person's registered address. In any other case, any notice or other communication given to any member pursuant to these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly given in respect of any share registered in the name of that member as sole or joint holder.

UNTRACED MEMBERS

129. Sale of shares of untraced members

(a) The Company may sell, in such manner as the Board may decide and at the best price it considers to be reasonably obtainable at that time, any share of a member, or any share to which a person is entitled by transmission if:

(i) during a period of 12 years at least three cash dividends have become payable in respect of the share to be sold;

(ii) during that period of 12 years no cash dividend payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a bank or other funds transfer system or other electronic system or means (including, in the case of uncertificated shares, a relevant system) has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;

(iii) on or after the expiry of that period of 12 years the Company has sent, or caused to be sent, a notice to the registered address or last known address the Company has for the member or other person entitled by transmission to the share, giving notice of its intention to sell the share (provided that before sending such a notice, the Company shall have made, or caused to be made, such tracing enquiries for the purpose of contacting that member or other person as the Board considers to be reasonable and appropriate in the circumstances); and

(iv) during the period of three months following the sending of the notice referred to in paragraph (iii) above and after that period until the exercise of the power to sell the share, the Company has not received any communication from the member or the person entitled by transmission to the share.

(b) The Company's power of sale shall extend to any further share which, on or before the sending of the notice pursuant to paragraph (a)(iii) above, is issued in right of a share to which paragraph (a) above applies (or in right of any share to which this paragraph applies) if the conditions set out in paragraphs (a)(ii) to (iv) above are satisfied in relation to the further share (but as if the references to a period of 12 years were references to a period beginning on the date of allotment of the original share and ending on the date of sending the notice referred to above).

(c) To give effect to any sale, the Board may authorise some person to transfer the share to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money; nor shall the title of the new holder to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

130. Application of proceeds of sale

(a) The net proceeds of any sale made under article 129 will be forfeited and will belong to the Company. The Company will not be liable in any respect to the former member or members or other person who may or would have been entitled to the share or shares by law for the proceeds of sale, and the Company may use the proceeds of sale for any purpose as the Board may decide.

DESTRUCTION OF DOCUMENTS

131. Destruction of documents

(a) Subject to the Statutes, the Board may authorise or arrange the destruction of documents held by the Company as follows:

(i) at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or

purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;

(ii) at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;

(iii) at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address; and

(iv) at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques.

(b) Subject to the Statutes, it shall conclusively be presumed in favour of the Company that:

(i) every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;

(ii) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;

(iii) every share certificate so destroyed was a valid certificate duly and properly cancelled;

(iv) every other document mentioned in paragraph (a) above so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and

(v) every paid dividend warrant and cheque so destroyed was duly paid.

(c) The provisions of paragraph (b) above shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.

(d) Nothing in this article shall be construed as imposing on the Company or the Board any liability in respect of the destruction of any document earlier than as stated in paragraph (a) above or in any other circumstances in which liability would not attach to the Company or the Board in the absence of this article.

(e) References in this article to the destruction of any document include references to its disposal in any manner.

WINDING UP

132. Powers to distribute *in specie*

If the Company is in liquidation, the liquidator may, with the authority of a special resolution of the Company and any other authority required by the Statutes:

(i) divide among the members *in specie* the whole or any part of the assets of the Company and, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members; or

(ii) vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like sanction, shall think fit but no member shall be compelled to accept any assets upon which there is any liability.

INDEMNITY AND INSURANCE, ETC.

133. Directors' indemnity, insurance and defence

(a) Subject to the provisions of the Companies Law, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty, breach of trust or otherwise in relation to the affairs of the Company, provided that this article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this article, or any element of it, to be treated as void under the Companies Law or otherwise unlawful under the Companies Law.

(b) Without prejudice to the foregoing, the board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

(i) a director, officer, employee or auditor of the Company or any body which is or was the holding company or subsidiary undertaking of the Company, or in which the Company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary undertaking is or was in any way allied or associated; or

(ii) a trustee of any pension fund in which employees of the Company or any other body referred to in paragraph (i) above are or have been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

FORUM SELECTION

134. Forum Selection

(a) Unless the Company consents in writing to the selection of an alternative forum, the Courts of Jersey shall, to the fullest extent permitted by law, be the sole and exclusive forum for:

(i) any derivative action or proceeding brought on behalf of the Company;

(ii) any action, including any action commenced by a member of the Company in its own name or on behalf of the Company, asserting a claim of breach of any fiduciary or other duty owed by any director, officer or other employee of the Company (including but not limited to duties arising under the Companies Law); and/or

(iii) any action arising out of or in connection with these articles (pursuant to any provision of the laws of Jersey or these articles (as either may be may be amended from time to time)) or otherwise in any way relating to the constitution or conduct of the Company, other than any such action in any way relating to the conduct of the Company arising out of a breach of any federal law of the United States of America or the laws of any State of the United States of America.

(b) Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the United States Securities Act of 1933, as amended or any successor thereto.

(c) For the avoidance of doubt, nothing contained in this article 134 shall apply to any action brought to enforce a duty or liability created by the Exchange Act or any successor thereto.

ANNEX C

BABYLON HOLDINGS LIMITED

2021 EQUITY INCENTIVE PLAN

WITH

NON-EMPLOYEE SUB-PLAN

ADOPTED BY THE BOARD OF DIRECTORS 6 AUGUST 2021

APPROVED BY THE COMPANY'S SHAREHOLDERS: [●] 2021

APPROVED BY THE SPAC COUNTERPARTY'S SHAREHOLDERS: [●] 2021

EFFECTIVE DATE: 2021

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1. PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities. Capitalized terms used in the Plan are defined in Section 12.

2. ELIGIBILITY

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein.

3. ADMINISTRATION AND DELEGATION.

(a) Administration. The Plan is administered by the Administrator. The Administrator has authority to (i) determine which Service Providers receive Awards, (ii) grant Awards, and (iii) set Award terms and conditions, in each case subject to the conditions and limitations in the Plan and all Applicable Laws. The Administrator also has the authority to take all actions and make all determinations under the Plan, to approve the forms of Award Agreements for use under the Plan, to interpret the Plan and the terms of Awards and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

(b) Appointment of Committees. To the extent Applicable Laws permit, the Board may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries. The Board may abolish any Committee or re-vest in itself any previously delegated authority at any time.

4. SHARES AVAILABLE FOR AWARDS.

(a) Number of Shares. Subject to adjustment under Section 8 and the terms of this Section 4, Awards may be made under the Plan (taking account of Awards granted under the Non-Employee Sub-Plan) in an aggregate amount up to 45,335,210 Shares *plus* any Shares that become available under the Plan pursuant to Section 4(c)(ii) below (the "***Share Reserve***"). In addition, the Share Reserve will automatically increase on January 1st of each year commencing on January 1, 2022 and ending on (and including) January 1, 2031, in an amount equal to the lesser of: (i) 45,335,210 Shares; and (ii) 5% of the total number of all classes of shares of the Company that have been issued as at December 31st of the preceding calendar year, in each case , subject to applicable law and the Company having sufficient authorised but unissued shares. Notwithstanding the foregoing, the Board may act prior to January 1st of a given year to provide that there will be no January 1st increase in the Share Reserve for such year or that the increase in the Share Reserve for such year will be a lesser (but not a greater) number of Shares than would otherwise occur pursuant to the preceding sentence.

(b) Limit Applies to Shares Issued Pursuant to Awards. For clarity, the Share Reserve is a limit on the number of Shares that may be issued pursuant to Awards that were granted under this Plan and does not limit the granting of Awards, except that the Company will keep available at all times the number of Shares reasonably required to satisfy its obligations to issue shares pursuant to such Awards. Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, Nasdaq Listing Rule 5635(c), the NYSE Listed Company Manual Section 303A.08, the NYSE American Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of Shares available for issuance under the Plan, as further described under Section 4(e).

(c) Share Recycling.

(i) If all or any part of an Award or Awards granted under the Plan (including the Non-Employee Sub-Plan) expires, lapses or is terminated, exchanged for cash, surrendered, repurchased or cancelled without having been fully exercised, or is withheld to satisfy a tax withholding obligation in connection with an Award or to satisfy a purchase or exercise price of an Award, the unused Shares covered by the Award or Awards granted under the Plan (including the Non-Employee Sub-Plan) will, as applicable, become or again be available for Awards granted under the Plan (including the Non-Employee Sub-Plan).

(ii) If all or any part of an option or options to acquire unissued Shares that was granted under the Prior Plans and which is subsisting as of the Effective Date expires, lapses or is terminated, exchanged for cash, surrendered, repurchased or cancelled without having been fully exercised, or is withheld to satisfy a tax withholding obligation in connection with an option or to satisfy a purchase or exercise price of an option, in each case on or after the Effective Date, the unused Shares covered by such option or options under the Prior Plans shall increase the Share Reserve and shall become available for Awards granted under the Plan (including the Non-Employee Sub-Plan) subject to a maximum of 23,902,282 Shares.

(d) ISO Limitations. Subject to adjustment under Section 8 and to the overall Share Reserve, no more than 69,237,492 Shares may be issued pursuant to the exercise of ISOs.

(e) Substitute Awards. In connection with an entity's merger or consolidation with the Company or the Company's acquisition of an entity's property or stock, the Administrator may grant Awards in substitution for any options or other equity or equity-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Subject to Applicable Laws, Substitute Awards will not count against the Share Reserve (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan not adopted in contemplation of such acquisition or combination, then, subject to Applicable Laws, shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of ordinary shares or common stock (as applicable) of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

(f) Date of Grant. Unless otherwise determined by the Administrator, the date of grant of an Award shall be the date of the Administrator's approval of that Award.

(g) Deed Poll. The Administrator may grant Awards by entering into a deed poll and, as soon as practicable after the Company has executed the deed poll, the Administrator shall enter into an Award Agreement.

(h) Type of Shares. The Shares issuable under the Plan will be new shares, treasury shares or market purchase shares.

(i) Prior Plans. Upon the Effective Date, no further new awards may be granted over Shares under the Prior Plans.

5. OPTIONS AND SHARE APPRECIATION RIGHTS.

(a) General. The Administrator may grant Options or Share Appreciation Rights to Service Providers subject to the limitations in the Plan, including any limitations in the Plan that apply to ISOs. The Administrator will determine the number of Shares covered by each Option and Share Appreciation Right, the exercise price of each Option and Share Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Share Appreciation Right. Each Option will be designated in writing as an ISO or Non-Qualified Option at the time of grant; provided, however, that if an Option is not so designated, then such Option will be a Non-Qualified Option, and the Shares purchased upon exercise of each type of Option will be separately accounted for. A Share Appreciation Right will entitle the Participant (or other person entitled to exercise the Share Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Share Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Share Appreciation Right by the number of Shares with respect to which the Share Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement. A Participant will have no rights of a shareholder with respect to Shares subject to any Option or Share Appreciation Right unless and until any Shares are issued in settlement of the Option or Share Appreciation Right.

(b) Exercise Price. The Administrator will establish each Option's and Share Appreciation Right's exercise price and specify the exercise price in the Award Agreement. Subject to Section 10(g), the exercise price will be no less than the nominal value of a Share and, in respect of Participants who are subject to tax in the United States, shall also not be less than less than 100% of the Fair Market Value on the grant date of the Option or Share Appreciation Right. Notwithstanding the foregoing, an Option or Share Appreciation Right may be granted with an exercise price lower than 100% of the Fair Market Value on the date of grant of such Award if such Award is granted pursuant to an assumption of or substitution for another option or share appreciation right pursuant to Section 4(e) and, in respect of Participants who are subject to tax in the United States, in a manner consistent with the provisions of Sections 409A and, if applicable, 424(a) of the Code.

(c) Duration. Each Option or Share Appreciation Right will vest and be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Share Appreciation Right will not exceed ten years, subject to Section 10(g). Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Share Appreciation Right (other than an ISO) (i) the exercise of the Option or Share Appreciation Right is prohibited by Applicable Laws, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading, window period and/or dealing policy (including blackout periods), the term of the Option or Share Appreciation Right shall be extended until the date that is thirty (30) days after the end of the legal prohibition, black-out period, as determined by the Company; provided, however, in no event shall the extension last beyond the original term of the applicable Option or Share Appreciation Right. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Share Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines. In addition, if, prior to the end of the term of an Option or Share Appreciation Right, the Participant is given notice by the Company or any of its Subsidiaries of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as a Service Provider will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or

any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant will terminate immediately upon the effective date of such Termination of Service); provided, however, in no event shall the suspension cause the original term of the applicable Option or Share Appreciation Right to be extended.

(d) Exercise. Options and Share Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Share Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5(e) for the number of Shares for which the Award is exercised and (ii) as specified in Section 9(e) for any applicable taxes. Unless the Administrator otherwise determines, an Option or Share Appreciation Right may not be exercised for a fraction of a Share.

(e) Payment Upon Exercise. Subject to any Company insider trading, window period and/or dealing policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

(i) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(ii) if there is a public market for Shares at the time of exercise, unless the Administrator otherwise determines, (A) delivery (including telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(iii) to the extent permitted by the Administrator at the time of exercise, transfer of Shares owned by the Participant free and clear of any liens, claims, encumbrances or security interests, which, when valued at their Fair Market Value on the exercise date, have a value sufficient to pay the exercise price, provided that (1) at the time of exercise the Shares are publicly traded, (2) any remaining balance of the exercise price not satisfied by such transfer is paid by the Participant in cash or other permitted form of payment, (3) such transfer would not violate any Applicable Laws or agreement restricting the redemption of the Shares, (4) if required by the Administrator, any certificated Shares are endorsed or accompanied by an executed assignment separate from certificate, and (5) such Shares have been held by the Participant for any minimum period necessary to avoid adverse accounting treatment as a result of such delivery;

(iv) to the extent permitted by the Administrator at the time of exercise, except with respect to ISOs, surrendering the largest whole number of Shares then issuable upon the Option's exercise which, when valued at their Fair Market Value on the exercise date, have a value sufficient to pay the exercise price, provided that (1) such Shares used to pay the exercise price will not be exercisable thereafter and (2) any remaining balance of the exercise price not satisfied by such net exercise is paid by the Participant in cash or other permitted form of payment;

(v) to the extent permitted by the Administrator at the time of exercise and permitted by Applicable Law, delivery of any other property that the Administrator determines is good and valuable consideration; or

(vi) to the extent permitted by the Company, any combination of the above payment forms approved by the Administrator.

(f) Non-Exempt U.S. Employees. No Option or Share Appreciation Right, whether or not vested, granted to an Employee who is a non-exempt employee for purposes of the U.S. Fair Labor Standards Act of 1938, as

amended, will be first exercisable for any Shares until at least six months following the date of grant of such Award. Notwithstanding the foregoing, in accordance with the provisions of the U.S. Worker Economic Opportunity Act, any vested portion of such Award may be exercised earlier than six months following the date of grant of such Award in the event of (i) such Participant's death or Disability, (ii) a Corporate Event in which such Award is not assumed, continued or substituted, (iii) a Change in Control, or (iv) such Participant's retirement (as such term may be defined in the Award Agreement or another applicable agreement or, in the absence of any such definition, in accordance with the Company's then current employment policies and guidelines). This Section 5(f) is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or Share Appreciation Right will be exempt from his or her regular rate of pay.

6. RESTRICTED SHARES; RESTRICTED SHARE UNITS

(a) General. The Administrator may issue Restricted Shares, or grant rights to purchase Restricted Shares, to any Service Provider, subject to the Company's right to convert such Restricted Shares to deferred shares and redeem them under the terms of the Company's articles of association, or to require such shares to be transferred to an employee benefit trust, or to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant (or to require forfeiture or compulsory transfer of such shares in such manner as the Administrator may determine) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant to Service Providers Restricted Share Units, which may be subject to vesting, issuance and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Share and Restricted Share Unit Award, subject to the conditions and limitations contained in the Plan.

(b) Duration. Each Restricted Share or Restricted Share Unit will vest at such times and as specified in the Award Agreement, provided that the vesting schedule of a Restricted Share or Restricted Share Unit will not exceed ten years. Notwithstanding the foregoing, if the Participant, prior to the vesting date of a Restricted Share or Restricted Share Unit, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's transferees to receive Shares on the vesting of the Restricted Share or Restricted Share Unit issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines. In addition, if, prior to the vesting date of a Restricted Share or Restricted Share Unit, the Participant is given notice by the Company or any of its Subsidiaries of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant's transferees to receive Shares as a result of the vesting of the Restricted Share or Restricted Share Unit issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as a Service Provider will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to receive Shares on the vesting of the Restricted Share or Restricted Share Unit issued to the Participant will terminate immediately upon the effective date of such Termination of Service).

(c) Dividends and Dividend Equivalents. Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any Restricted Shares or Shares subject to Restricted Share Units, as determined (and on such terms as may be determined) by the Administrator and specified in the Award Agreement, subject to Applicable Laws.

(d) Restricted Shares.

(i) Form of Award. The Company may require that the Participant deposit in escrow with the Company (or its designee) any certificates issued in respect of Restricted Shares, together with a stock transfer form endorsed in blank. Unless otherwise determined by the Administrator, a Participant will have voting and other rights as a shareholder of the Company with respect to any Restricted Shares, save that any redesignation and subsequent redemption and forfeiture provisions of the Company's articles of association shall apply.

(ii) Consideration. Restricted Shares may be granted in consideration for (A) cash or check, bank draft or money order payable to the Company, (B) past services to the Company or a Subsidiary, or (C) any other form of consideration (including future services) as the Administrator may determine to be acceptable and which is permissible under Applicable Laws.

(e) Restricted Share Units.

(i) Settlement. The Administrator may provide that settlement of Restricted Share Units will occur upon or as soon as reasonably practicable after the Restricted Share Units vest or will instead be deferred, on a mandatory basis or at the Participant's election.

(ii) Shareholder Rights. A Participant will have no rights of a shareholder with respect to Shares subject to any Restricted Share Unit unless and until the Shares are delivered in settlement of the Restricted Share Unit.

(iii) Consideration. Unless otherwise determined by the Administrator at the time of grant, Restricted Share Units will be granted in consideration for the Participant's services to the Company or a Subsidiary, such that the Participant will not be required to make any payment to the Company (other than such services) with respect to the grant or vesting of the Award, or the issuance of any Shares pursuant to the Award. If, at the time of grant, the Administrator determines that any consideration must be paid by the Participant (in a form other than the Participant's services to the Company or a Subsidiary) upon the issuance of any Shares in settlement of the Award, such consideration may be paid in any form of consideration as the Administrator may determine to be acceptable and which is permissible under Applicable Laws.

7. OTHER SHARE BASED AWARDS

Other Share Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future (whether based on specified performance criteria, performance goals or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Share Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Share Based Awards may be paid in Shares or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Share Based Award, including any purchase price, performance condition, performance goal, transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

8. ADJUSTMENTS FOR CHANGES IN SHARES AND CERTAIN OTHER EVENTS

(a) Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Section 8, the Administrator will equitably adjust (i) class(es) and maximum number of Shares subject to the Plan, (ii) the class(es) and maximum number of Shares that may be issued pursuant to the exercise of ISOs under Section 4(d) above and (iii) each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section 8(a) will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

(b) Corporate Events. In the event of any reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Shares or other securities of the Company or a Change in Control (any "***Corporate Event***"), the Administrator, on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate:

(i) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero (as determined by the Administrator in its discretion), then the Award may be terminated without payment. In addition, such payments under this provision may, in the Administrator's discretion, be delayed to the same extent that payment of consideration to the holders of Shares in connection with the Corporate Event is delayed as a result of escrows, earn outs, holdbacks or any other contingencies;

(ii) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award as of a date prior to the effective time of such Corporate Event as the Administrator determines (or, if the Administrator does not determine such a date, as of the date that is five (5) days prior to the effective date of the Corporate Event), with such Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Event; provided, however, that the Administrator may require Participants to complete and deliver to the Company a notice of exercise before the effective date of a Corporate Event, which exercise is contingent upon the effectiveness of such Corporate Event;

(iii) To provide that such Award be assumed by the successor or surviving entity, or a parent or Subsidiary thereof, or shall be substituted for by awards covering the equity securities of the successor or surviving entity, or a parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(iv) To arrange for the assignment of any forfeiture, reacquisition or repurchase rights held by the Company in respect of Shares issued pursuant to the Award to the surviving entity or acquiring entity (or the surviving or acquiring corporation's parent entity);

(v) To arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Award;

(vi) To replace such Award with other rights or property selected by the Administrator;

(vii) To provide that the Award will terminate, with or without consideration, and cannot vest, be exercised or become payable after the applicable transaction or event; and/or

(viii) To provide that any Shares subject to an Award shall be converted to deferred shares and redeemed under the terms of the Company's articles of association, or to require such Shares to be transferred to an employee benefit trust.

The Administrator need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants. The Administrator may take different actions with respect to the vested and unvested portions of an Award.

(c) Administrative Stand Still. In the event of any pending Corporate Event or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to thirty days before or after such Corporate Event or other similar transaction.

(d) General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, distribution, dividend payment, increase or decrease in the number of Shares of any class, issue, rights issue, offer or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8(a) above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any Corporate Event or (iii) sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Section 8.

9. GENERAL PROVISIONS APPLICABLE TO AWARDS

(a) Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise for Awards, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the life of the Participant, will be exercisable only by the Participant. Notwithstanding the foregoing, the Administrator may, in its sole discretion, permit transfer of an Award pursuant to a domestic relations order or in such other manner that is not prohibited by applicable tax and securities laws upon the Participant's request and provided that the Participant and the transferee enter into a transfer agreement and other agreements as required by the Company. If an Option is an ISO, such Option may be deemed to be a Non-Qualified Option as a result of a transfer pursuant to this Section. References to a Participant, to the extent relevant in this context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

(b) Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Company or another third party selected by the Company. Each Award may contain terms and conditions in addition to (or a variation of or effecting a disapplication of) those set forth in the Plan. Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Administrator's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Administrator's request.

(c) Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

(d) Termination of Status. The Administrator will determine how the disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Service Provider status (including a change which would result in a Termination of Service under the Plan but not under the Non-Employee Sub-Plan or vice versa) affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

(e) Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes (which includes any social security contributions or the like including

but not limited to, if applicable, all liability to primary (employee) and secondary (employer) national insurance contributions) required by law to be withheld or paid by the Company or by any Subsidiary that is the employing entity of the Participant or which Participant has agreed to pay in connection with such Participant's Awards by the date of the event creating the tax liability. A Participant may not be able to exercise an Award even though the Award is vested, and the Company shall have no obligation to issue Shares subject to an Award, unless and until such obligations are satisfied. The Company may deduct an amount sufficient to satisfy such tax obligations based on the maximum statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs and Applicable Law) from any payment of any kind otherwise due to a Participant. To the extent permitted by the terms of an Award Agreement and subject to any Company insider trading, window period and/or dealing policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares retained from the Award creating the tax obligation, valued at their Fair Market Value, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Administrator otherwise determines, (A) delivery (including telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax and/or social security withholding, provided that such amount is paid to the Company at such time as may be required by the Administrator, (iv) withholding cash from an Award settled in cash, (v) withholding payment from any amounts otherwise payable to the Participant or (vi) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator.

(f) Withholding Indemnification. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or any Subsidiary's withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Subsidiaries, each Participant agrees to indemnify and hold the Company and/or its Subsidiaries harmless from any failure by the Company and/or its Subsidiaries to withhold the proper amount.

(g) Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by cancelling and substituting another Award of the same or a different type, reducing the exercise price, changing the exercise or settlement date, converting an ISO to a Non-Qualified Option, taking any other action that is treated as a repricing under generally accepted accounting principles or by amending, waiving or relaxing any applicable performance criteria or goal(s). The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not Materially Impair the Participant's rights under the Award, or (ii) the change is permitted under Section 8 or pursuant to Section 10(f).

(h) Conditions on Issuance of Shares. The Company will not be obligated to issue any Shares under the Plan or remove restrictions from Shares previously issued under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance of such Shares (including payment of nominal value) have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

(i) Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

10. MISCELLANEOUS

(a) No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement. Further, nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award will constitute any promise or commitment by the Company or a Subsidiary regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or service or confer any right or benefit under the Award or the Plan unless such right or benefit has specifically accrued under the terms of the Award Agreement and/or Plan.

(b) No Rights as Shareholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a shareholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares on the register of members of the Company. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the register of members of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

(c) Effective Date and Term of Plan. The Plan will come into existence on the day it is adopted by the Board but no Awards may be granted under the Plan prior to the Effective Date. Unless earlier terminated by the Board, the Plan will remain in effect until the tenth anniversary of the Effective Date, but Awards previously granted may extend beyond that date in accordance with the Plan. No ISOs may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the Company's shareholders. If the Plan is not approved by the Company's shareholders within 12 months of the date of Board approval of the Plan, all ISOs will be treated as Non-Qualified Options.

(d) Amendment and Termination of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, suspension or termination may Materially Impair any Award outstanding at the time of such amendment without the affected Participant's written consent. No Awards may be granted under the Plan during any suspension period or after Plan termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Board will obtain shareholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

(e) Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are nationals of, or employed in, a jurisdiction outside the United Kingdom and the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such international jurisdictions with respect to tax, securities, currency, employee benefit or other matters, including as may be necessary or appropriate in the Administrator's discretion to grant Awards under any tax-favourable regime that may be available in any jurisdiction (provided that Administrator approval will not be necessary for immaterial modifications to the Plan or any Award Agreement to ensure or facilitate compliance with the laws of the relevant foreign jurisdiction).

(f) Section 409A. The following provisions only apply to Participants subject to tax in the United States:

(i) General. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply.

Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10(f) or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(ii) Separation from Service. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the termination of the Participant's Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of service", "termination of employment" or like terms means a "separation from service."

(iii) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

(g) 10% Shareholders. The Administrator may grant ISOs only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive ISOs under the Code. If an ISO is granted to a Greater Than 10% Shareholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All ISOs will be subject to and construed consistently with Section 422 of the Code. By accepting an ISO, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (i) two years from the grant date of the Option or (ii) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an ISO fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any ISO or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the $100,000 limitation under Treasury Regulation Section 1.422-4, will be a Non-Qualified Option.

(h) Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer,

other employee or agent of the Company or any Subsidiary. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, the Group or any of its officers, Directors, Employees or Subsidiaries related to tax or social security liabilities arising from such Award or other Company or Group compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax and social security consequences of the Award and has either done so or knowingly and voluntarily declined to do so. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

(i) No Obligation to Notify or Minimize Taxes. Except as required by Applicable Laws the Company has no duty or obligation to any Participant to advise such Participant as to the time or manner of exercising such Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such Participant of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax or social security consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax or social security consequences to such holder in connection with an Award.

(j) Data Privacy.

(i) As a condition for receiving any Award, each Participant acknowledges that the Company and any Subsidiary may collect, use and transfer, in electronic or other form, personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company (as above) may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company (as above); and Award details, to implement, manage and administer the Plan and Awards (the "***Data***"). The Company (as above) may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company (as above) may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant acknowledges that such recipients may receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant and recommend any necessary corrections to the Data regarding the Participant in writing, without cost, by contacting the local human resources representative.

(ii) For the purpose of operating the Plan in the European Union, Switzerland and the United Kingdom, the Company will collect and process information relating to Participants in accordance with the privacy notice which is provided to each Participant[1].

(k) Severability. If any portion of the Plan or any Award Agreement or any action taken thereunder is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan or

1 Walkers NTD: TBC as to privacy notice – Babylon to confirm if they/Nedgroup able to produce and in particular if notice outlines who data controller is to be. We would expect that if the company itself is to be a data controller then it would register with the Jersey data protection office as such, if not already.

such Award Agreement, and the Plan and such Award Agreement will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

(l) Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

All Awards will be subject to Applicable Laws on insider trading and dealing and any specific insider trading, window period and/or dealing policy adopted by the Company.

(m) Governing Law and Jurisdiction. The Plan and all Awards, including any non-contractual obligations arising in connection therewith, will be governed by and interpreted in accordance with the laws of England and Wales, disregarding any jurisdiction's choice-of-law principles requiring the application of a jurisdiction's laws other than that of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

(n) Claw-back Provisions. All Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to any Company claw-back policy that may be adopted from time to time to the extent such policy applies to the relevant Participant, including any claw-back policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as set forth in such claw-back policy or the Award Agreement, to the extent applicable and permissible under Applicable Laws. No recovery of compensation under such a claw-back policy will be an event giving rise to a Participant's right to voluntary terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

(o) Other Group Company policies. All Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to any relevant Company or Group Company policy to the extent such policy applies to the relevant Participant, including but not limited to any remuneration policy and/or share retention, ownership, or holding policy that may be adopted from time to time.

(p) Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

(q) Conformity to Applicable Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws and may be unilaterally cancelled by the Company (with the effect that all Participant's rights thereunder lapse with immediate effect) if the Administrator determines in its reasonable discretion that such conformity is not possible or practicable.

(r) Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

(s) Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards: (a) any Shares to be sold through

the broker-assisted sale will be sold (subject in all cases to the Administrator having regard to the orderly marketing and disposal of such Shares, and having the discretion to delay broker-assisted sales for such reasons) on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all Participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee, or the Company or any Subsidiary may withhold from any payment to be made to the Participant (including but not limited to that Participant's salary), an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

(t) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Subsidiary is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Administrator may determine, to the extent permitted by Applicable Laws, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, subject to compliance with Applicable Laws, including, without limitation, Section 409A, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(u) Deferrals. To the extent permitted by Applicable Laws, the Administrator, in its sole discretion, may determine that the issuance of Shares or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may also establish programs and procedures for deferral elections to be made by Participants.

11. VALID ISSUANCE.

If the Company is unable to obtain the authority that counsel for the Company deems necessary or advisable for the lawful issuance and sale of Shares under the Plan, the Company will be relieved from any liability for failure to issue and sell Shares upon exercise or vesting of such Awards unless and until such authority is obtained. A Participant is not eligible for the grant of an Award or the subsequent issuance of Shares pursuant to the Award if such grant or issuance would be in violation of any Applicable Laws.

12. DEFINITIONS.

As used in the Plan, the following words and phrases will have the following meanings:

(a) "***Administrator***" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

(b) "***Applicable Laws***" means any applicable laws, statutes, constitutions, principles of common law, resolutions, ordinances, codes, edicts, decrees, rules, listing rules, regulations, judicial decisions, rulings or requirements issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of any applicable self-regulating organization such as the Nasdaq Stock Market, New York Stock Exchange, or the Financial Industry Regulatory Authority),

including without limitation: (a) the requirements relating to the administration of equity incentive plans under English, Jersey, U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Shares are listed or quoted and the applicable laws and rules of any other country or jurisdiction where Awards are granted; and (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether U.S. federal, state, local or foreign, applicable in the United Kingdom, Jersey, United States or any other relevant jurisdiction.

(c) "***Award***" means, individually or collectively, a grant under the Plan of Options, Share Appreciation Rights, Restricted Shares, Restricted Share Units, or Other Share Based Awards.

(d) "***Award Agreement***" means a written agreement between the Company and a Participant evidencing an Award, which may be electronic. The Award Agreement generally consists of the grant notice and the agreement that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

(e) "***Board***" means the Board of Directors of the Company (or its designee).

(f) "***Cause***" means (i) if a Participant is a party to a written employment or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term "cause" is defined (a "***Relevant Agreement***"), "Cause" as defined in the Relevant Agreement, and (ii) if no Relevant Agreement exists, (A) the Administrator's determination that the Participant failed to substantially perform the Participant's duties (other than a failure resulting from the Participant's Disability); (B) the Administrator's determination that the Participant failed to carry out, or comply with any lawful directive of the Board or the Participant's immediate supervisor; (C) the occurrence of any act or omission by the Participant that could reasonably be expected to result in (or has resulted in) the Participant's conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or indictable offence or crime involving fraud, dishonesty or moral turpitude (or equivalent in any jurisdiction); (D) the Participant's unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of its Subsidiaries or while performing the Participant's duties and responsibilities for the Company or any of its Subsidiaries; (E) the Participant's commission of (or attempted commission of) an act of fraud, embezzlement, misappropriation, misconduct, or breach of fiduciary duty against the Company or any of its Subsidiaries; (F) the Participant's unauthorized use or disclosure of the confidential information or trade secrets of the Company or any Subsidiary; or (G) the Participant's material violation of any contract or agreement between the Participant and the Company (or Subsidiary) or of any statutory duty owed to the Company (or Subsidiary) or such Participant's material failure to comply with the written policies or rules of the Company (or Subsidiary).

(g) "***Change in Control***" means and includes each of the following:

(i) a Sale; or

(ii) a Takeover.

The Administrator shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

Notwithstanding the foregoing or any other provision of this Plan, the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company.

(h) "***Code***" means the US Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

(i) "***Committee***" means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

(j) "***Company***" means Babylon Holdings Limited, incorporated in Jersey with company number 115471, or any successor.

(k) "***Control***" has the meaning given in Section 995(2) of the UK Income Tax Act 2007, unless otherwise specified.

(l) "***Corporate Event***" has the meaning given to it in Section 8(b).

(m) "***Designated Beneficiary***" means: (i) a Participant's personal representative appointed on Participant's death; or (ii) if the Administrator permits from time to time in its discretion, the beneficiary or beneficiaries a Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated.

(n) "***Director***" means a Board member.

(o) "***Disability***" means a permanent and total disability under Section 22(e)(3) of the Code, as amended, and will be determined by the Administrator on the basis of such medical evidence as the Administrator deems warranted under the circumstances.

(p) "***Effective Date***" means the means the date of the consummation of the merger by and between the SPAC Counterparty, the Company, and certain other parties, pursuant to that certain Agreement dated June 3, 2021 (such merger, the "***Merger***").

(q) "***Employee***" means any employee of the Company or its Subsidiaries.

(r) "***Equity Restructuring***" means any return of capital (including a share dividend (whether payable in the form of cash, shares, or any other form of consideration)), bonus issue of shares or other Company securities by way of capitalization of profits, distribution, share split, reverse share split, spin-off, rights offering, re-designation, redenomination, consolidation recapitalization through a large, nonrecurring cash dividend, or any similar equity restructuring transaction, that affects the number or class of Shares (or other Company securities) or the nominal value of Shares (or other Company securities) and causes a change in the per share value of the Shares underlying outstanding Awards. Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as an Equity Restructuring.

(s) "***Exchange Act***" means the US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(t) "***Fair Market Value***" means, as of any date, unless otherwise determined by the Administrator, the value of the Shares (as determined on a per share or aggregate basis, as applicable) determined as follows:

(i) If the Shares are listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such Shares as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Shares) on the date of determination, as reported in a source the Administrator deems reliable.

(ii) If there is no closing sales price for the Shares on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Shares, or if otherwise determined by the Administrator, the Fair Market Value will be determined by the Administrator in good faith.

(u) "***Governmental Body***" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) United Kingdom, Jersey U.S. federal, state, local, municipal, foreign or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or entity and any court or other tribunal, and for the avoidance of doubt, any tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including the Nasdaq Stock Market, New York Stock Exchange, and the Financial Industry Regulatory Authority).

(v) "***Greater Than 10% Shareholder***" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of equity securities of the Company or its parent or subsidiary corporation, as defined in Section 424(e) and (f) of the Code, respectively.

(w) "***Group***" means the Company and its Subsidiaries (references to "***Group Company***" shall be construed accordingly).

(x) "***ISO***" means an Option intended to be, and that qualifies as, an "incentive stock option" as defined in Section 422 of the Code.

(y) "***Materially Impair***" means any amendment to the terms of the Award that materially adversely affects the Participant's rights under the Award. A Participant's rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Administrator, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant's rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised; (ii) to maintain the qualified status of the Award as an ISO under Section 422 of the Code; (iii) to change the terms of an ISO in a manner that disqualifies, impairs or otherwise affects the qualified status of the Award as an ISO under Section 422 of the Code; (iv) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (v) to comply with other Applicable Laws.

(z) "***Non-Employee Sub-Plan***" means the Non-Employee Sub-Plan to the Plan adopted by the Board.

(aa) "***Non-Qualified Option***" means an Option not intended or not qualifying as an ISO.

(bb) "***Option***" means an option to purchase Shares.

(cc) "***Other Share Based Awards***" means awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property, including the appreciation in value thereof (e.g., options or share rights with an exercise price or strike price less than 100% of the Fair Market Value at the time of grant), that may be granted either alone or in addition to Awards provided for under Section 5 and Section 6.

(dd) "***Participant***" means a Service Provider who has been granted an Award.

(ee) "***Plan***" means this 2021 Equity Incentive Plan, as amended from time to time.

(ff) "***Prior Plans***" means (i) the Long Term Incentive Plan with Non-Employee Sub-Plan adopted by the Company on 27 July 2015 and (ii) Company Share Option plan adopted by the Company on 24 February 2021 (each as subsequently amended from time to time and as assumed or adopted by the Company prior to the Effective Date).

(gg) "***Restricted Shares***" means Shares awarded to a Participant under Section 6 subject to certain vesting conditions and other restrictions.

(hh) "***Restricted Share Unit***" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share (or, if specified in the Award Agreement, other consideration determined by the Administrator to be of equal value as of such settlement date), subject to certain vesting conditions and other restrictions provided that nothing contained in the Plan or any Award Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between a Participant and the Company or a Subsidiary or any other person.

(ii) "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(jj) "***Sale***" means the sale of all or substantially all of the assets of the Company (in one transaction or a series of related transactions).

(kk) "***Section 409A***" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

(ll) "***Securities Act***" means the US Securities Act of 1933, as amended.

(mm) "***Service Provider***" means an Employee, Director or Consultant, *provided that* Consultants and Directors who are not Employees are *only* considered "Service Providers" eligible to be granted Awards under the Non-Employee Sub-Plan.

(nn) "***Share***" means a Class A Ordinary Share in the capital of the Company.

(oo) "***Share Appreciation Right***" means a share appreciation right granted under Section 5.

(pp) "***Share Reserve***" has the meaning given to it in Section 4(a).

(qq) "***SPAC Counterparty***" means Alkuri Global Acquisition Corp., a Delaware corporation, or any successor.

(rr) "***Subsidiary***" has the meaning as set out in section 1159 of the UK Companies Act 2006.

(ss) "***Substitute Awards***" means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

(tt) "***Takeover***" means if any person (or a group of persons acting in concert) (the "***Acquiring Person***"):

(i) obtains Control of the Company as the result of making a general offer to:

(1) acquire all of the issued ordinary share capital of the Company, which is made on a condition that, if it is satisfied, the Acquiring Person will have Control of the Company; or

(2) acquire all of the shares in the Company which are of the same class as the Shares; or

(ii) obtains Control of the Company as a result of a compromise or arrangement sanctioned by a court under Section 899 of the UK Companies Act 2006, or sanctioned under any other similar law of another jurisdiction; or

(iii) becomes bound or entitled under Sections 979 to 985 of the UK Companies Act 2006 (or similar law of another jurisdiction) to acquire shares of the same class as the Shares; or

(iv) obtains Control of the Company in any other way.

(uu) "***Termination of Service***" means the date the Participant ceases to be a Service Provider as defined in the Plan.

NON-EMPLOYEE SUB-PLAN

TO THE BABYLON HOLDINGS LIMITED 2021 EQUITY INCENTIVE PLAN

This sub-plan (the "***Non-Employee Sub-Plan***") to the Babylon Holdings Limited 2021 Equity Incentive Plan (the "***Plan***") governs the grant of Awards to Consultants (defined below) and Directors who are not Employees. The Non-Employee Sub-Plan incorporates all the provisions of the Plan except as modified in accordance with the provisions of this Non-Employee Sub-Plan.

Awards granted pursuant to the Non-Employee Sub-Plan are not granted pursuant to an "employees' share scheme" for the purpose of English law.

For the purposes of the Non-Employee Sub-Plan, the provisions of the Plan shall operate subject to the following modifications:

1. Interpretation

In the Non-Employee Sub-Plan, unless the context otherwise requires, the following words and expressions have the following meanings:

"***Consultant***" means any person, including any adviser, engaged by the Company or any Group Company to render services to such entity if the consultant or adviser: (i) renders bona fide services to the Company or any Group Company; (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company's securities; and (iii) is a natural person. Notwithstanding the foregoing, a person is treated as a Consultant only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person.

"***Service Provider***" means a Consultant or Director who is not an Employee.

"***Termination of Service***" means, subject to Section 3 below, the date the Participant ceases to be a Service Provider as defined in this Non-Employee Sub-Plan.

2. Eligibility

Service Providers are eligible to be granted Awards under the Non-Employee Sub-Plan.

3. Service Provider status and Termination of Service

If the Administrator so determines, a Participant who ceases to be a Service Provider for the purposes of this Non-Employee Sub-Plan and who becomes a Service Provider as defined in the Plan immediately thereafter (provided that there is no interruption or termination of the Participant's service with the Company or a Subsidiary) may be considered to remain continuously a Service Provider for the purposes of the Non-Employee Sub-Plan.

APPENDIX 1
OPTION GRANT NOTICE (US / UK)

BABYLON HOLDINGS LIMITED
2021 EQUITY INCENTIVE PLAN [:NON-EMPLOYEE SUB-PLAN][2]

Capitalized terms not specifically defined in this Option Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2021 Equity Incentive Plan [:Non-Employee Sub-Plan][3] (as amended from time to time, the "***Plan***") of Babylon Holdings Limited (the "***Company***").

The Company has granted to the participant listed below ("***Participant***") the option described in this Grant Notice (the "***Option***"), subject to the terms and conditions of the Plan and the Option Agreement attached as Exhibit A (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:	
Grant Date:	
Exercise Price per Share:	
Shares Subject to the Option:	
Final Expiration Date:	The day before the [10th] anniversary of the Grant Date
Vesting Commencement Date:	
Vesting Schedule[4]:	[TBD].
Type of Option[5]	[ISO][6][Non-Qualified Option[7]]

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan, the Agreement and any Group Company policy that may be applicable to the Participant and the Option from time to time (the "***Policies***") [including but not limited to the [Company's claw-back policy / share retention policy / remuneration policy]][8]. Participant has reviewed the Plan, this Grant Notice, the Agreement and the Policies in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Agreement and the Policies. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

By accepting this Option, Participant consents to receive this Grant Notice, the Agreement, the Plan, the Policies and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or

2 Note to draft: For Consultants and Directors who are not Employees.
3 Note to draft: For Consultants and Directors who are not Employees.
4 Note to draft: Selection of applicable vesting schedule, or determination that a different vesting schedule shall apply, subject to discretion of Administrator.
5 If this is an ISO, it (plus other outstanding ISOs) cannot be first exercisable for more than $100,000 in value (measured by exercise price) in any calendar year. Any excess over $100,000 is a Non-Qualified Option.
6 Note to draft: Available only for US taxpayer employees.
7 Note to draft: For all other Service Providers.
8 Note to draft: Delete as applicable.

electronic system established and maintained by the Company or another third party designated by the Company. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the US federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other Applicable Law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

BABYLON HOLDINGS LIMITED

By: _____

Name

Title:

PARTICIPANT

_____

[Participant Name]

Exhibit A

OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

1. **GENERAL**

1.1. Grant of Option

The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "***Grant Date***").

1.2. Incorporation of Terms of Plan

The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

2. **PERIOD OF EXERCISABILITY**

2.1. Commencement of Exercisability

The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***") except that (1) the Option shall not be exercisable in any part prior to the effective date of a registration statement on Form S-8 relating to the Shares issuable with respect to the Option and (2) any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

2.2. Duration of Exercisability

The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3. Expiration of Option

The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's Disability;

(d) Except as the Administrator may otherwise approve, the expiration of eighteen (18) months from the date of Participant's Termination of Service by reason of Participant's death;

(e) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause;

(f) Immediately upon a Corporate Event if the Administrator has determined that the Option will terminate in connection with a Corporate Event;

(g) The day before the tenth anniversary of the Grant Date.

Notwithstanding the foregoing, if Participant dies during the period provided in Section 2.3(b) or 2.3(c) above, the term of the Option shall not expire until the earlier of (i) eighteen (18) months after Participant's death, (ii) upon any termination of the Option in connection with a Corporate Event, (iii) the Final Expiration Date indicated in the Grant Notice, or (iv) the day before the tenth anniversary of the Grant Date. Additionally, the post-termination exercise period of the Option may be extended as provided in the Plan.

3. **EXERCISE OF OPTION**

3.1. Person Eligible to Exercise

During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary as provided in the Plan.

3.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3. Tax Withholding[9].

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any tax and/or social security withholding obligations arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise issuable under the Option.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax and/or social security withholding obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax and/or social security withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax and/or social security liability.

3.4. Lock-up

By accepting the Option, Participant agrees that Participant will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any Shares or other securities of the Company held by Participant, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); provided, however, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. Participant further agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Participant's Shares (or other securities of the Company) until the end of such period. Participant also agrees that any transferee of any Shares (or other securities of the Company) held by Participant will be bound by this Section. The underwriters of the Company's Shares are intended third party beneficiaries of this Section and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

9 Note to Company: Liability for employer National Insurance in respect of UK participants TBD.

4. **OTHER PROVISIONS**

4.1. Option Not a Service Contract.

By accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Option is not an employment or service contract, and nothing in the Option will be deemed to create in any way whatsoever any obligation on Participant's part to continue in the employ of the Company or any Group Company, or of the Company or any Group Company to continue Participant's employment. In addition, nothing in Participant's Option will obligate the Company or any Group Company, their respective shareholders, boards of directors, officers or employees to continue any relationship that Participant might have as a Director or Consultant for the Company or any Group Company;

(b) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan;

(c) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options (whether on the same or different terms), or benefits in lieu of options, even if options have been granted in the past;

(d) Participant's options and any Shares acquired under the Plan on exercise of Participant's options, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(e) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(f) neither the Company nor any Group Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar (or such other currency in which the Exercise Price may be denominated) that may affect the value of Participant's options or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares received;

(g) for the purposes of the Option, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Group Companies (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) Participant's right to vest in the Option under the Plan, if any, and (ii) the period (if any) during which Participant may exercise the Option after such termination as a Service Provider will terminate as of such date and in each instance will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any; and the Board shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Option (including whether Participant may still be considered to be providing services while on a leave of absence); and

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of this Option resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment or service agreement, if any), and in consideration of the grant of this Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any Group Company, waives his or her ability, if any, to bring any such claim, and release the Company and any Group Company from any such claim;

if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

4.2. No Advice Regarding Grant; No Liability for Taxes

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

As a condition to accepting the Option, Participant hereby (a) agrees to not make any claim against the Company, Group, or any of its officers, Directors, Employees related to tax or social security liabilities arising from the Option or other Company or Group compensation and (b) acknowledges that Participant was advised to consult with Participant's own personal tax, legal and financial advisors regarding the tax and social security consequences of the Option and has either done so or knowingly and voluntarily declined to do so. Additionally, if Participant is subject to tax in the United States, Participant acknowledges that the Option is exempt from Section 409A only if the exercise price per share is at least equal to the "fair market value" of a Share on the date of grant as determined by the US Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, Participant agrees not make any claim against the Company, Group, or any of its Officers, Directors, Employees in the event that the US Internal Revenue Service asserts that such exercise price per share is less than the "fair market value" of a Share on the date of grant as subsequently determined by the US Internal Revenue Service.

4.3. Adjustments

Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.4. Notices

Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given: (i) if sent by email, when actually received; and (ii) if sent by certified mail (return receipt requested) and deposited with postage prepaid in the applicable national mail, when delivered by a nationally recognized express shipping company.

4.5. Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.6. Conformity to Applicable Laws

Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws, and this Option may be unilaterally cancelled by the Company (with the effect that all Participant's rights hereunder lapse with immediate effect) if the Administrator determines in its reasonable discretion that such conformity is not possible or practicable.

4.7. Successors and Assigns

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.8. Limitations Applicable to Section 16 Persons

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.9. Entire Agreement

The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, with the exception of other equity awards previously granted to Participant and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and Participant in each case that specifies the terms that should govern this Option.

4.10. Agreement Severable

In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.11. Limitation on Participant's Rights

Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.12. Counterparts

The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

4.13. ISO

If the Option is designated as an ISO:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds $100,000 or if for any other reason such options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such options (including the Option) will be treated as non-qualified options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other options into account in the order in which they were granted, as determined under Section 422(d) of the Code.

(b) Participant also acknowledges that if the Option is exercised more than three (3) months after Participant's Termination of Service, other than by reason of death or Disability, the Option will be taxed as a Non-Qualified Option. If the Company provides for the extended exercisability of the Option under certain circumstances for Participant's benefit, the Option will not necessarily be treated as an ISO if Participant exercise the Option more than three (3) months after the date of Participant's Termination of Service.

(c) Participant will notify the Company in writing within fifteen (15) days after the date of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

4.14. Choice of Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales disregarding any jurisdiction's choice-of-law principles requiring the application of a jurisdiction's laws other than that of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

4.15. Other Documents

Participant hereby acknowledges receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the prospectus document containing the Plan information specified in Section 10(a) of the Securities Act. In addition, Participant acknowledges receipt of the Company's Insider Trading and Window Period Policy.

4.16. Corporate Events.

The Option is subject to the terms of any agreement governing a Corporate Event involving the Company, including, without limitation, a provision for the appointment of a shareholder representative that is authorized to act on Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

4.17. Non-Exempt U.S. Employees.

The Option, whether or not vested, if granted to an Employee who is a non-exempt employee for purposes of the U.S. Fair Labor Standards Act of 1938, as amended, will not be first exercisable for any Shares until at least six months following the Grant Date. Notwithstanding the foregoing, in accordance with the provisions of the U.S. Worker Economic Opportunity Act, any vested portion of the Option may be exercised earlier than six months following the Grant Date in the event of (i) the Participant's death or Disability, (ii) a Corporate Event in which the Option is not assumed, continued or substituted, (iii) a Change in Control, or (iv) the Participant's retirement (as such term may be defined in the Agreement or another applicable agreement or, in the absence of any such definition, in accordance with the Company's then current employment policies and guidelines). This Section 4.17 is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of the Option will be exempt from Participant's regular rate of pay.

APPENDIX 2
OPTION GRANT NOTICE (INTERNATIONAL)[10]

BABYLON HOLDINGS LIMITED
2021 EQUITY INCENTIVE PLAN [:NON-EMPLOYEE SUB-PLAN][11]

Capitalized terms not specifically defined in this Option Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2021 Equity Incentive Plan [:Non-Employee Sub-Plan][12] (as amended from time to time, the "***Plan***") of Babylon Holdings Limited (the "***Company***").

The Company has granted to the participant listed below ("***Participant***") the option described in this Grant Notice (the "***Option***"), subject to the terms and conditions of the Plan and the Option Agreement attached as Exhibit A (including any special terms and conditions for the Participant's country set forth in the attached appendix (the "***Appendix***" and together, the "***Agreement***")), both of which are incorporated into this Grant Notice by reference.

Participant:	
Grant Date:	
Exercise Price per Share:	
Shares Subject to the Option:	
Final Expiration Date:	The day before the [10th] anniversary of the Grant Date
Vesting Commencement Date:	
Vesting Schedule[13]:	[TBD].
Type of Option	Non-Qualified Option

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan, the Agreement and any Group Company policy that may be applicable to the Participant and the Option from time to time (the "***Policies***") [including but not limited to the [Company's claw-back policy / share retention policy / remuneration policy]][14]. Participant has reviewed the Plan, this Grant Notice, the Agreement and the Policies in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Agreement and the Policies. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

By accepting this Option, Participant consents to receive this Grant Notice, the Agreement, the Plan, the Policies and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the US federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other Applicable Law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10 TBD whether this is needed.
11 Note to draft: For Consultants and Directors who are not Employees.
12 Note to draft: For Consultants and Directors who are not Employees.
13 Note to draft: Selection of applicable vesting schedule, or determination that a different vesting schedule shall apply, subject to discretion of Administrator.
14 Note to draft: Delete as applicable.

BABYLON HOLDINGS LIMITED

By: _____

Name

Title:

PARTICIPANT

_____

[Participant Name]

Exhibit A

OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement (the definition of which includes any special terms and conditions for the Participant's country set forth in the Appendix) have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

5. **GENERAL**

5.1. Grant of Option

The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "***Grant Date***").

5.2. Incorporation of Terms of Plan

The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

6. **PERIOD OF EXERCISABILITY**

6.1. Commencement of Exercisability

The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***") except that (1) the Option shall not be exercisable in any part prior to the effective date of a registration statement on Form S-8 relating to the Shares issuable with respect to the Option and (2) any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

6.2. Duration of Exercisability

The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

6.3. Expiration of Option

The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's Disability;

(d) Except as the Administrator may otherwise approve, the expiration of eighteen (18) months from the date of Participant's Termination of Service by reason of Participant's death;

(e) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause;
(f) Immediately upon a Corporate Event if the Administrator has determined that the Option will terminate in connection with a Corporate Event;
(g) The day before the tenth anniversary of the Grant Date.

Notwithstanding the foregoing, if Participant dies during the period provided in Section 2.3(b) or 2.3(c) above, the term of the Option shall not expire until the earlier of (i) eighteen (18) months after Participant's death, (ii) upon any termination of the Option in connection with a Corporate Event, (iii) the Final Expiration Date indicated in the Grant Notice, or (iv) the day before the tenth anniversary of the Grant Date. Additionally, the post-termination exercise period of the Option may be extended as provided in the Plan.

7. **EXERCISE OF OPTION**

7.1. Person Eligible to Exercise

During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary as provided in the Plan.

7.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

7.3. Tax Withholding.

(a) The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any tax and/or social security withholding obligations arising in connection with the Option as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise issuable under the Option.
(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax and/or social security withholding obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax and/or social security withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax and/or social security liability.

7.4. Lock-up

By accepting the Option, Participant agrees that Participant will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any Shares or other securities of the Company held by Participant, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); provided, however, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. Participant further agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer

instructions with respect to Participant's Shares (or other securities of the Company) until the end of such period. Participant also agrees that any transferee of any Shares (or other securities of the Company) held by Participant will be bound by this Section. The underwriters of the Company's Shares are intended third party beneficiaries of this Section and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. **OTHER PROVISIONS**

8.1. Option Not a Service Contract.

By accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Option is not an employment or service contract, and nothing in the Option will be deemed to create in any way whatsoever any obligation on Participant's part to continue in the employ of the Company or any Group Company, or of the Company or any Group Company to continue Participant's employment. In addition, nothing in Participant's Option will obligate the Company or any Group Company, their respective shareholders, boards of directors, officers or employees to continue any relationship that Participant might have as a Director or Consultant for the Company or any Group Company;

(b) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan;

(c) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options (whether on the same or different terms), or benefits in lieu of options, even if options have been granted in the past;

(d) Participant's options and any Shares acquired under the Plan on exercise of Participant's options, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(e) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(f) neither the Company nor any Group Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar (or such other currency in which the Exercise Price may be denominated) that may affect the value of Participant's options or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares received;

(g) for the purposes of the Option, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Group Companies (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) Participant's right to vest in the Option under the Plan, if any, and (ii) the period (if any) during which Participant may exercise the Option after such termination as a Service Provider will terminate as of such date and in each instance will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any; and the Board shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Option (including whether Participant may still be considered to be providing services while on a leave of absence); and

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of this Option resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment or service agreement, if any), and in consideration of the grant of this Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any Group Company, waives his or her ability, if any, to bring any such claim, and release the Company and any Group Company from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

8.2. No Advice Regarding Grant; No Liability for Taxes

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

As a condition to accepting the Option, Participant hereby (a) agrees to not make any claim against the Company, Group, or any of its officers, Directors, Employees related to tax or social security liabilities arising from the Option or other Company or Group compensation and (b) acknowledges that Participant was advised to consult with Participant's own personal tax, legal and financial advisors regarding the tax and social security consequences of the Option and has either done so or knowingly and voluntarily declined to do so. Additionally, if Participant is subject to tax in the United States, Participant acknowledges that the Option is exempt from Section 409A only if the exercise price per share is at least equal to the "fair market value" of a Share on the date of grant as determined by the US Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, Participant agrees not make any claim against the Company, Group, or any of its Officers, Directors, Employees in the event that the US Internal Revenue Service asserts that such exercise price per share is less than the "fair market value" of a Share on the date of grant as subsequently determined by the US Internal Revenue Service.

8.3. Adjustments

Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

8.4. Language

Participant acknowledges that he or she is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow him or her to understand the terms and conditions of this Agreement. If Participant has received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

8.5. Foreign Assets/Account, Exchange Control and Tax Reporting

Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) derived from Participant's participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside Participant's country. The applicable laws in Participant's country may require that he or she report such accounts, assets and balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that it is his or her responsibility to be compliant with such regulations and he or she is encouraged to consult with his or her personal legal advisor for any details.

8.6. Appendix

Notwithstanding any provisions in this Agreement, the Option shall be subject to the special terms and conditions for Participant's country set forth in the Appendix attached to this Agreement. Moreover, if Participant relocates to one of the countries included therein, the terms and conditions for such country will apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

8.7. Notices

Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given: (i) if sent by email, when actually received; and (ii) if sent by certified mail (return receipt requested) and deposited with postage prepaid in the applicable national mail, when delivered by a nationally recognized express shipping company.

8.8. Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

8.9. Conformity to Applicable Laws

Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws, and this Option may be unilaterally cancelled by the Company (with the effect that all Participant's rights hereunder lapse with immediate effect) if the Administrator determines in its reasonable discretion that such conformity is not possible or practicable.

8.10. Successors and Assigns

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

8.11. Limitations Applicable to Section 16 Persons

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

8.12. Entire Agreement

The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, with the exception of other equity awards previously granted to Participant and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and Participant in each case that specifies the terms that should govern this Option.

8.13. Agreement Severable

In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

8.14. Limitation on Participant's Rights

Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

8.15. Counterparts

The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

8.16. Choice of Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales disregarding any jurisdiction's choice-of-law principles requiring the application of a jurisdiction's laws other than that of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

8.17. Other Documents

Participant hereby acknowledges receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the prospectus document containing the Plan information specified in Section 10(a) of the Securities Act. In addition, Participant acknowledges receipt of the Company's Insider Trading and Window Period Policy.

8.18. Corporate Events.

The Option is subject to the terms of any agreement governing a Corporate Event involving the Company, including, without limitation, a provision for the appointment of a shareholder representative that is authorized to act on Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

APPENDIX TO OPTION AGREEMENT

This Appendix includes special terms and conditions that govern the Option granted to Participant under the Plan if Participant resides and/or works in one of the countries listed below.

The information contained herein is general in nature and may not apply to Participant's particular situation, and Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers employment and/or residency to another country after the Grant Date, is a Consultant, changes employment status to a consultant position, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to Participant. References to an employer (if any) shall include any entity that engages Participant's services.

[*Country specific appendices to be added as required*]

APPENDIX 3
RESTRICTED SHARE UNIT GRANT NOTICE (US / UK)

BABYLON HOLDINGS LIMITED
2021 EQUITY INCENTIVE PLAN [:NON-EMPLOYEE SUB-PLAN][15]

Capitalized terms not specifically defined in this Restricted Share Unit Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2021 Equity Incentive Plan [: Non-Employee Sub-Plan][16] (as amended from time to time, the "***Plan***") of Babylon Holdings Limited (the "***Company***").

The Company has granted to the participant listed below ("***Participant***") the Restricted Share Units (the "***RSUs***") described in this Grant Notice (the "***Award***"), subject to the terms and conditions of the Plan and the Restricted Share Unit Agreement attached as Exhibit A (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Number of RSUs:

Vesting Commencement Date:

Vesting Schedule[17]: [TBD] .

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan, the Agreement and any Group Company policy that may be applicable to the Participant and the Option from time to time (the "***Policies***") [including but not limited to the [Company's claw-back policy / share retention policy / remuneration policy]][18]. Participant has reviewed the Plan, this Grant Notice, the Agreement and the Policies in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Agreement and the Policies. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

By accepting this Award, Participant consents to receive this Grant Notice, the Agreement, the Plan, the Policies and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the US federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other Applicable Law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

15 Note to draft: For Consultants and Directors who are not Employees.
16 For Consultants and Directors who are not Employees.
17 Selection of applicable vesting schedule, or determination that a different vesting schedule shall apply, subject to discretion of Administrator.
18 Note to draft: Delete as applicable

BABYLON HOLDINGS LIMITED

By: _____

Name:

Title:

PARTICIPANT

_____

[Participant Name]

Exhibit A

RESTRICTED SHARE UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

1. **GENERAL**

1.1 Award of RSUs.

The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share [or, at the option of the Company, an amount of cash, in either case,][19] as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

1.2 Incorporation of Terms of Plan.

The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise.

The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

2. **VESTING; FORFEITURE AND SETTLEMENT**

2.1 Vesting; Forfeiture.

The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company.

2.2 Settlement.

(a) RSUs will be paid in Shares [or cash at the Company's option] as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date (except as otherwise provided in Section 2.2(d) below). Notwithstanding the foregoing, to the extent permitted under Applicable Laws, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such a violation.

(b) [If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date.]

(c) If an RSU is paid in Shares, Participant may be required to pay the nominal value thereof in the same manner as provided for Withholding Taxes below.

(d) If the date Shares would otherwise be distributed pursuant to Section 2.2(a) (the "***Original Issuance Date***") falls on a date that is not a business day, delivery of Shares will instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to Participant, as determined by the Company in accordance with the Company's then-effective

19 Note to draft: Cash alternative TBD – if this is retained, the cost of employer NICs cannot be borne by UK employees.

policy on trading in Company securities, or (2) on a date when Participant is otherwise permitted to sell Shares on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), and

(ii) either (1) Withholding Taxes do not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy Withholding Taxes by withholding Shares from the Shares otherwise due, on the Original Issuance Date, to Participant under the Award, and (B) not to permit Participant to enter into a "same day sale" commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit Participant to pay the Withholding Taxes in cash,

then the Shares that would otherwise be issued to Participant on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when Participant is not prohibited from selling Shares of the in the open public market, but, if the Company determines that Participant may be subject to taxation in the United States, in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of Participant's taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with United States Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the Shares under the Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

3. **TAXATION AND TAX WITHHOLDING**[20]

3.1 Representation.

Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax and/or social security consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding.

(e) On each vesting date, and on or before the time Participant receives a distribution of the shares underlying the RSUs, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, Participant hereby authorizes any required withholding from the shares issuable to Participant and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax and/or social security withholding obligations of the Company or any parent or Subsidiary that arise in connection with Participant's RSUs (the "***Withholding Taxes***"). Participant hereby authorizes the Company and/or the relevant parent or Subsidiary, or their respective agents, at their discretion, to satisfy the obligations with regard to all Withholding Taxes by one or a combination of the following: (i) withholding from any compensation otherwise payable to Participant by the Company or any parent or Subsidiary; (ii) causing Participant to tender a cash payment (which may be in the form of a check, electronic wire transfer or other method permitted by the Company); (iii) withholding shares from the shares issued or otherwise issuable to Participant in connection with Participant's RSUs with a fair market value (measured as of the date shares are issued to Participant) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares so withheld will not exceed the amount necessary to satisfy the required tax and/or social security withholding obligations using the minimum statutory withholding rates for federal, state, local and, if applicable, foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and, provided, further, that to the extent necessary to qualify for an

20 Note to Company: Liability for employer National Insurance in respect of UK participants TBD.

exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the prior approval of the Company's Remuneration Committee; or (iv) by requiring Participant to enter into a "same day sale" commitment with a broker-dealer in a manner satisfactory to the Company (including but not limited to a commitment under a 10b5-1 Arrangement).

(f) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax and/or social security withholding obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax and/or social security withholding in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs to reduce or eliminate Participant's tax and/or social security liability.

4. **OTHER PROVISIONS**

4.1 No Advice Regarding Grant; No Liability for Taxes

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

As a condition to accepting the Award, Participant hereby (a) agrees to not make any claim against the Company, Group, or any of its officers, Directors, Employees related to tax or social security liabilities arising from the Award or other Company or Group compensation and (b) acknowledges that Participant was advised to consult with Participant's own personal tax, legal and financial advisors regarding the tax and social security consequences of the Award and has either done so or knowingly and voluntarily declined to do so.

4.2 Adjustments.

Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.3 Notices.

Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address or email address. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given: (i) if sent by email, when actually received; and (ii) if sent by certified mail (return receipt requested) and deposited with postage prepaid in the applicable national mail, when delivered by a nationally recognized express shipping company.

4.4 Titles.

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws.

Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws, and the RSUs may be unilaterally cancelled by the Company (with the effect that all Participant's rights hereunder lapse with immediate effect) if the Administrator determines in its reasonable discretion that such conformity is not possible or practicable.

4.6 Successors and Assigns.

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons.

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement.

The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, with the exception of other equity awards previously granted to the Participant and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and the Participant in each case that specifies the terms that should govern this Award.

4.9 Agreement Severable.

In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.10 Limitation on Participant's Rights.

Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

4.11 Not a Contract of Employment.

By accepting the Award, Participant acknowledges, understands and agrees that:

(a) the Award is not an employment or service contract, and nothing in the Award will be deemed to create in any way whatsoever any obligation on Participant's part to continue in the employ of the Company or any Group Company, or of the Company or any Group Company to continue Participant's employment. In addition, nothing in Participant's Award will obligate the Company or any Group Company, their respective shareholders, boards of directors, officers or employees to continue any relationship that Participant might have as a Director or Consultant for the Company or any Group Company;

(b) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan;

(c) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of options (whether on the same or different terms), or benefits in lieu of options, even if options have been granted in the past;

(d) Participant's Award and any Shares acquired under the Plan in respect of Participant's Award, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(e) the future value of the Shares underlying the Award is unknown, indeterminable, and cannot be predicted with certainty;

(f) neither the Company nor any Group Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar (or such other currency in which the Exercise Price may be denominated) that may affect the value of Participant's Award or of any amounts due to Participant pursuant to the Award or the subsequent sale of any Shares received;

(g) for the purposes of the Award, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Group Companies (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in the Award under the Plan, if any, will terminate as of such date and in each instance will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any; and the Board shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Award (including whether Participant may still be considered to be providing services while on a leave of absence); and

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of this Award resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment or service agreement, if any), and in consideration of the grant of this Award to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any Group Company, waives his or her ability, if any, to bring any such claim, and release the Company and any Group Company from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

4.12 Lock-up.

By accepting the Award, Participant agrees that Participant will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any Shares or other securities of the Company held by Participant, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. Participant further agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Participant's Shares (or other securities of the Company) until the end of such period. Participant also agrees that any transferee of any Shares (or other securities of the Company) held by Participant will be bound by

this Section. The underwriters of the Company's Shares are intended third party beneficiaries of this Section and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

4.13 Counterparts.

The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

4.14 Choice of Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales disregarding any jurisdiction's choice-of-law principles requiring the application of a jurisdiction's laws other than that of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

4.15 Other Documents

Participant hereby acknowledges receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the prospectus document containing the Plan information specified in Section 10(a) of the Securities Act. In addition, Participant acknowledges receipt of the Company's Insider Trading and Window Period Policy.

4.16 Corporate Events.

The Award is subject to the terms of any agreement governing a Corporate Event involving the Company, including, without limitation, a provision for the appointment of a shareholder representative that is authorized to act on Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

APPENDIX 4
RESTRICTED SHARE UNIT GRANT NOTICE (INTERNATIONAL)

BABYLON HOLDINGS LIMITED
2021 EQUITY INCENTIVE PLAN [:NON-EMPLOYEE SUB-PLAN][21]

Capitalized terms not specifically defined in this Restricted Share Unit Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2021 Equity Incentive Plan [: Non-Employee Sub-Plan][22] (as amended from time to time, the "***Plan***") of Babylon Holdings Limited (the "***Company***").

The Company has granted to the participant listed below ("***Participant***") the Restricted Share Units (the "***RSUs***") described in this Grant Notice (the "***Award***"), subject to the terms and conditions of the Plan and the Restricted Share Unit Agreement attached as Exhibit A (including any special terms and conditions for the Participant's country set forth in the attached appendix (the "***Appendix***" and together, the "***Agreement***")), both of which are incorporated into this Grant Notice by reference.

Participant:

Grant Date:

Number of RSUs:

Vesting Commencement Date:

Vesting Schedule[23]**:** [TBD] .

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan, the Agreement and any Group Company policy that may be applicable to the Participant and the Option from time to time (the "***Policies***") [including but not limited to the [Company's claw-back policy / share retention policy / remuneration policy]][24]. Participant has reviewed the Plan, this Grant Notice, the Agreement and the Policies in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice, the Agreement and the Policies. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

By accepting this Award, Participant consents to receive this Grant Notice, the Agreement, the Plan, the Policies and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the US federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other Applicable Law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21 Note to draft: For Consultants and Directors who are not Employees.
22 For Consultants and Directors who are not Employees.
23 Selection of applicable vesting schedule, or determination that a different vesting schedule shall apply, subject to discretion of Administrator.
24 Note to draft: Delete as applicable

BABYLON HOLDINGS LIMITED

By: _____
Name:
Title:

PARTICIPANT

_____
[Participant Name]

Exhibit A

RESTRICTED SHARE UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

Capitalized terms not specifically defined in this Agreement (the definition of which includes any special terms and conditions for the Participant's country set forth in the Appendix) have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

5. **GENERAL**

5.1 Award of RSUs.

The Company has granted the RSUs to the Participant effective as of the grant date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share or, at the option of the Company (subject to the provisions of the Appendix), an amount of cash, in either case, as set forth in this Agreement. The Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

5.2 Incorporation of Terms of Plan.

The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

5.3 Unsecured Promise.

The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

6. **VESTING; FORFEITURE AND SETTLEMENT**

6.1 Vesting; Forfeiture.

The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. In the event of the Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between the Participant and the Company.

6.2 Settlement.

(g) RSUs will be paid in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date (except as otherwise provided in Section 2.2(d) below). Notwithstanding the foregoing, to the extent permitted under Applicable Laws, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Laws until the earliest date the Company reasonably determines the making of the payment will not cause such a violation.

(h) If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day on which the applicable RSU vests.

(i) If an RSU is paid in Shares, Participant may be required to pay the nominal value thereof in the same manner as provided for Withholding Taxes below.

(j) If the date Shares would otherwise be distributed pursuant to Section 2.2(a) (the "***Original Issuance Date***") falls on a date that is not a business day, delivery of Shares will instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to the Participant, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when the Participant is otherwise permitted to sell Shares on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), and

(ii) either (1) Withholding Taxes do not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy Withholding Taxes by withholding Shares from the Shares otherwise due, on the Original Issuance Date, to the Participant under the Award, and (B) not to permit the Participant to enter into a "same day sale" commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit the Participant to pay the Withholding Taxes in cash,

then the Shares that would otherwise be issued to the Participant on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when the Participant is not prohibited from selling Shares of the in the open public market, but, if the Company determines that the Participant may be subject to taxation in the United States, in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of the Participant's taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with United States Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the Shares under the Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

7. **TAXATION AND TAX WITHHOLDING**

7.1 Representation.

The Participant represents to the Company that the Participant has reviewed with the Participant's own tax advisors the tax and/or social security consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

7.2 Tax Withholding.

(k) On each vesting date, and on or before the time the Participant receives a distribution of the shares underlying the RSUs, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, the Participant hereby authorizes any required withholding from the shares issuable to the Participant and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax and/or social security withholding obligations of the Company or any parent or Subsidiary that arise in connection with the Participant's RSUs (the "***Withholding Taxes***"). The Participant hereby authorizes the Company and/or the relevant parent or Subsidiary, or their respective agents, at their discretion, to satisfy the obligations with regard to all Withholding Taxes by one or a combination of the following: (i) withholding from any compensation otherwise payable to the Participant by the Company or any parent or Subsidiary; (ii) causing the Participant to tender a cash payment (which may be in the form of a check, electronic wire transfer or other method permitted by the Company); (iii) withholding shares from the shares issued or otherwise issuable to the Participant in connection with the Participant's RSUs with a fair market value (measured as of the date shares are issued

to the Participant) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares so withheld will not exceed the amount necessary to satisfy the required tax and/or social security withholding obligations using the maximum statutory withholding rates for federal, state, local and, if applicable, foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and, provided, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the prior approval of the Company's Remuneration Committee; or (iv) by requiring the Participant to enter into a "same day sale" commitment with a broker-dealer in a manner satisfactory to the Company (including but not limited to a commitment under a 10b5-1 Arrangement).

(l) The Participant acknowledges that the Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax and/or social security withholding obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax and/or social security withholding in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs to reduce or eliminate the Participant's tax and/or social security liability.

8. **OTHER PROVISIONS**

8.1 No Advice Regarding Grant; No Liability for Taxes

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

As a condition to accepting the Award, the Participant hereby (a) agrees to not make any claim against the Company, Group, or any of its officers, Directors, Employees related to tax or social security liabilities arising from the Award or other Company or Group compensation and (b) acknowledges that the Participant was advised to consult with the Participant's own personal tax, legal and financial advisors regarding the tax and social security consequences of the Award and has either done so or knowingly and voluntarily declined to do so.

8.2 Adjustments.

The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

8.3 Language

The Participant acknowledges that he or she is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow him or her to understand the terms and conditions of this Agreement. If the Participant has received this Agreement, or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

8.4 Foreign Assets/Account, Exchange Control and Tax Reporting

The Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) derived from the Participant's participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside the Participant's country. The applicable laws in the Participant's country may require that he or she report such accounts, assets and balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. the Participant

may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that it is his or her responsibility to be compliant with such regulations and he or she is encouraged to consult with his or her personal legal advisor for any details.

8.5 Appendix

Notwithstanding any provisions in this Agreement, the Award shall be subject to the special terms and conditions for the Participant's country set forth in the Appendix attached to this Agreement. Moreover, if the Participant relocates to one of the countries included therein, the terms and conditions for such country will apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

8.6 Notices.

Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Agreement to the Participant must be in writing and addressed to the Participant at the Participant's last known mailing address or email address. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given: (i) if sent by email, when actually received; and (ii) if sent by certified mail (return receipt requested) and deposited with postage prepaid in the applicable national mail, when delivered by a nationally recognized express shipping company.

8.7 Titles.

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

8.8 Conformity to Securities Laws.

The Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws, and the RSUs may be unilaterally cancelled by the Company (with the effect that all the Participant's rights hereunder lapse with immediate effect) if the Administrator determines in its reasonable discretion that such conformity is not possible or practicable.

8.9 Successors and Assigns.

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

8.10 Limitations Applicable to Section 16 Persons.

Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

8.11 Entire Agreement.

The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the

Company and the Participant with respect to the subject matter hereof, with the exception of other equity awards previously granted to the Participant and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and the Participant in each case that specifies the terms that should govern this Award.

8.12 Agreement Severable.

In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

8.13 Limitation on the Participant's Rights.

Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

8.14 Not a Contract of Employment.

By accepting the Award, the Participant acknowledges, understands and agrees that:

(i) the Award is not an employment or service contract, and nothing in the Award will be deemed to create in any way whatsoever any obligation on the Participant's part to continue in the employ of the Company or any Group Company, or of the Company or any Group Company to continue the Participant's employment. In addition, nothing in the Participant's Award will obligate the Company or any Group Company, their respective shareholders, boards of directors, officers or employees to continue any relationship that the Participant might have as a Director or Consultant for the Company or any Group Company;

(j) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan;

(k) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of options (whether on the same or different terms), or benefits in lieu of options, even if options have been granted in the past;

(l) the Participant's Award and any Shares acquired under the Plan in respect of the Participant's Award, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(m) the future value of the Shares underlying the Award is unknown, indeterminable, and cannot be predicted with certainty;

(n) neither the Company nor any Group Company shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Participant's Award or of any amounts due to the Participant pursuant to the Award or the subsequent sale of any Shares received;

(o) for the purposes of the Award, the Participant's status as a Service Provider will be considered terminated as of the date the Participant is no longer actively providing services to the Company or one of its Group Companies (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the

terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the Award under the Plan, if any, will terminate as of such date and in each instance will not be extended by any notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any; and the Board shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Award (including whether the Participant may still be considered to be providing services while on a leave of absence); and

(p) no claim or entitlement to compensation or damages shall arise from forfeiture of this Award resulting from the termination of the Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of his or her employment or service agreement, if any), and in consideration of the grant of this Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company or any Group Company, waives his or her ability, if any, to bring any such claim, and release the Company and any Group Company from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

8.15 Lock-up.

By accepting the Award, the Participant agrees that the Participant will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any Shares or other securities of the Company held by the Participant, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. The Participant further agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Participant's Shares (or other securities of the Company) until the end of such period. The Participant also agrees that any transferee of any Shares (or other securities of the Company) held by the Participant will be bound by this Section. The underwriters of the Company's Shares are intended third party beneficiaries of this Section and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8.16 Counterparts.

The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Laws, each of which will be deemed an original and all of which together will constitute one instrument.

8.17 Choice of Law.

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales disregarding any jurisdiction's choice-of-law principles requiring the application of a jurisdiction's laws other than that of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any dispute.

8.18 Other Documents

Participant hereby acknowledges receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the prospectus document containing the Plan information specified in Section 10(a) of the Securities Act. In addition, Participant acknowledges receipt of the Company's Insider Trading and Window Period Policy.

8.19 Corporate Events.

The Award is subject to the terms of any agreement governing a Corporate Event involving the Company, including, without limitation, a provision for the appointment of a shareholder representative that is authorized to act on the Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

APPENDIX TO RESTRICTED SHARE UNIT AGREEMENT

This Appendix includes special terms and conditions that govern the Award granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below.

The information contained herein is general in nature and may not apply to the Participant's particular situation, and the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to his or her situation. If the Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers employment and/or residency to another country after the Grant Date, is a Consultant, changes employment status to a consultant position, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to the Participant. References to an employer (if any) shall include any entity that engages the Participant's services. References to "you" are to the Participant.

[*Country specific appendices to be added as required*]

FOR THE SPECIAL MEETING OF

ALKURI GLOBAL ACQUISITION CORP.

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

PROXY CARD

The undersigned hereby appoints Richard Williams and Stephen Krenzer (the "Proxies"), and each of them independently, with full power of substitution, as proxies to vote all of the shares of common stock of Alkuri Global Acquisition Corp. (the "Company" or "Alkuri") that the undersigned is entitled to vote (the "Shares") at the special meeting of stockholders of the Company to be held on October 20, 2021, at 9:00 a.m. Eastern Time virtually at https://www.cstproxy.com/alkuriglobal/2021, and any adjournment or postponement thereof.

The undersigned acknowledges receipt of the enclosed proxy statement and revokes all prior proxies for said meeting.

THE SHARES REPRESENTED BY THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED STOCKHOLDER(S). IF NO SPECIFIC DIRECTION IS GIVEN AS TO ONE OR MORE OF THE PROPOSALS ON THE REVERSE SIDE, THIS PROXY WILL BE VOTED "FOR" ALL SUCH PROPOSALS.

PLEASE MARK, SIGN, DATE AND RETURN THE PROXY CARD PROMPTLY.

(Continued and to be marked, dated and signed on the reverse side)

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting of Alkuri Global Acquisition Corp. to be held on October 20, 2021.

This notice of Special Meeting of Stockholders and accompanying Proxy Statement are available at: https://www.cstproxy.com/alkuriglobal/2021

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Please mark vote as indicated in this example ☒

ALKURI GLOBAL ACQUISITION CORP. — THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" ALL PROPOSALS.

	FOR	AGAINST	ABSTAIN
Proposal No. 1 — The Business Combination Proposal — to consider and vote upon a proposal to approve and adopt the merger agreement, dated as of June 3, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among Alkuri, Babylon Holdings Limited, a company organized under the laws of the Bailiwick of Jersey with registered number 115471 ("Babylon Holdings" or, following the closing of the Business Combination (defined below), "Babylon"), Liberty USA Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and, solely for purposes of Section 1.08 of the Merger Agreement, each of Alkuri Sponsors LLC and Dr. Ali Parsadoust, pursuant to which, among other things, Merger Sub will merger with and into Alkuri, with Alkuri continuing as the surviving corporation and a wholly owned subsidiary of Babylon (the "Business Combination"); and	☐	☐	☐
Proposal No. 2 — The Equity Plans Proposal — to consider and vote upon a proposal to approve the Babylon 2021 Equity Incentive Plan; and	☐	☐	☐
Proposal No. 3 — The Adjournment Proposal — to consider and vote upon a proposal to adjourn the special meeting to a later date or dates, if necessary, if the parties are not able to consummate the Business Combination.	☐	☐	☐

Dated: _____, 2021

_____

Signature

_____

Signature (if held jointly)

When Shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by the president or another authorized officer. If a partnership, please sign in partnership name by an authorized person.

The Shares represented by the proxy, when properly executed, will be voted in the manner directed herein by the undersigned stockholder(s). If no direction is made, this proxy will be voted FOR all Proposals. If any other matters properly come before the meeting, unless such authority is withheld on this proxy card, the Proxies will vote on such matters in their discretion.