UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): March 31, 2022

Virgin Group Acquisition Corp. II

(Exact name of registrant as specified in its charter)

Cayman Islands	001-40263	N/A
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

65 Bleecker Street, 6th Floor New York, New York	10012
(Address of principal executive offices)	(Zip Code)

+1 (212) 497-9050
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of one Class A ordinary share and one-fifth of one redeemable warrant	**VGII.U**	**The New York Stock Exchange**
Class A ordinary shares, par value $0.0001 per share	**VGII**	**The New York Stock Exchange**
Warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**VGII.W**	**The New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Subscription Agreement

On March 31, 2022, Virgin Group Acquisition Corp. II, a Cayman Islands exempted company ("VGAC II"), entered into a Subscription Agreement (the "Subscription Agreement") with Corvina Holdings, Limited, an affiliate of the Sponsor (as defined below) (the "Investor") and Grove Collaborative, Inc., a Delaware public benefit corporation ("Grove"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Subscription Agreement, a copy of which is filed herewith as Exhibit 10.1.

Pursuant to the Subscription Agreement, among other things, (i) the Investor agreed to subscribe for and purchase, and Grove agreed to issue and sell to the Investor, on the date of the Subscription Agreement, a number of shares of Grove's common stock equal to the quotient of $27,500,000 and $11.70, for an aggregate purchase price of $27,500,000 (the "Tranche 1 Shares") and (ii) the Investor has agreed to subscribe for and purchase, on the closing date of the Business Combination (as defined below), certain VGAC

Class A Common Shares at a purchase price of $10.00 per share (the "Tranche 2 Shares"), for aggregate gross proceeds in an amount equal to (x) $22,500,000 minus (y) the amount of cash available, as of immediately prior to the closing of the Business Combination, to be released from the Trust Account (after giving effect to all payments to be made as a result of the exercise of all Redemption Rights) (the "Available Cash").

The purchase price per share for the Tranche 1 Shares was based on an estimate of the Exchange Ratio (as defined below), and each of the Investor and Grove have agreed to adjust the number of Tranche 1 Shares held by the Investor immediately prior to the closing of the Business Combination to reflect the final Exchange Ratio calculated pursuant to the terms of the Amended and Restated Merger Agreement such that at the closing of the Business Combination the Tranche 1 Shares will convert into VGAC Class B Common Shares (which will immediately be exchanged for VGAC Class A Common Shares) at a ratio that reflects a purchase price of $10.00 for each VGAC Class B Common Share. In addition, immediately prior to the closing of the Business Combination, to the extent the Available Cash exceeds $22,500,000, the Investor shall have the right to redeem all or a portion of the Tranche 1 Shares in cash for a purchase price per share equal to (x) the final Exchange Ratio calculated pursuant to the terms of the Amended and Restated Merger Agreement multiplied by (y) $10.00.

In addition, if the volume weighted average price of VGAC Class A Common Shares is less than $10.00 during the 10 trading days commencing on the first trading day after VGAC II's first quarterly earnings call for a fiscal quarter that ends following the closing of the Business Combination (the "Measurement Period VWAP"), then the Investor shall be entitled to receive a number of additional VGAC Class A Common Shares equal to the lesser of (i) the product of (x) the sum of (1) the shares of common stock of VGAC II issued to the Investor at the closing of the Business Combination pursuant to the Amended and Restated Merger Agreement (as defined below) as consideration for the Tranche 1 Shares and (2) the Tranche 2 Shares (collectively, the "Post-Combination VGAC Shares") multiplied by (y) a fraction, (A) the numerator of which is $10.00 (as adjusted for any stock split, reverse stock split or similar adjustment following the closing of the Business Combination) minus the Measurement Period VWAP and (B) the denominator of which is the Measurement Period VWAP and (ii) the number of Post-Combination VGAC Shares outstanding as of immediately following the closing of the Business Combination.

Immediately following the closing of the Business Combination, VGAC II shall issue to the Investor a number of warrants to purchase VGAC Class A Common Shares (each warrant exercisable to purchase one VGAC Class A Common Share for $0.01) equal to (i) the sum of (x) 0.75% and (y) the product of (1) 1.25% multiplied by (2) the quotient of (A) the number of Post-Combination VGAC Shares divided by (B) 5,000,000 multiplied by (ii) the number of shares of VGAC common stock, determined on a fully diluted basis, as of immediately following the closing of the Business Combination. Such warrants will be exercisable by the Investor at any time for a period of five years from the date of issuance and otherwise be on terms customary for warrants of such nature.

In the event that the Amended and Restated Merger Agreement is terminated pursuant to Section 9.01 of the Amended and Restated Merger Agreement without the Business Combination having been completed, then (a) upon such termination, Grove shall issue to the Investor certain warrants that are exercisable for shares of Grove's common stock, (b) the Tranche 1 Shares will automatically convert, in certain circumstances, into Grove's preferred stock and (c) Grove will be subject to certain repurchase obligations with respect to the Tranche 1 Shares, in each case, as set forth in the Subscription Agreement.

In connection with the foregoing, Grove has agreed to waive the available cash condition set forth in Section 8.03(e) of the Amended and Restated Merger Agreement, effective upon (a) the payment of the purchase price for the Tranche 1 Shares by the Investor and (b) if the conditions to the Investor's obligation to purchase the Tranche 2 Shares under the Subscription Agreement are satisfied, the payment of the purchase price of the Tranche 2 Shares.

The foregoing description of the Subscription Agreement is subject to and qualified in its entirety by reference to the full text of the Subscription Agreement, a copy of which is included as Exhibit 10.1 hereto, and the terms of which are incorporated by reference.

Merger Agreement Amendment

Concurrently with the execution of the Subscription Agreement, VGAC II entered into an Amended and Restated Agreement and Plan of Merger (the "Amended and Restated Merger Agreement"), by and among VGAC II, Treehouse Merger Sub, Inc., a Delaware corporation ("Merger Sub I"), Treehouse Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub II"), and Grove. The Amended and Restated Merger Agreement amends and restates in its entirety the Agreement and Plan of Merger, dated as of December 7, 2021 (the "Original Merger Agreement"), entered into by VGAC II, Merger Sub I and Grove that VGAC II originally announced in its Current Report on Form 8-K filed on December 7, 2021. Except as described below, the terms and provisions of the Amended and Restated Merger Agreement are consistent with the terms and provisions of the Original Merger Agreement.

The Amended and Restated Merger Agreement and the transactions contemplated thereby were approved by the boards of directors of each of VGAC II and Grove.

The Amended and Restated Merger Agreement provides that, among other things, at least one day following the domestication of VGAC II as a Delaware public benefit corporation (the "Redomestication"), (i) Merger Sub I will merge with and into Grove (the "Initial Merger"), with Grove as the surviving company in the merger and, after giving effect to such merger, continuing as a wholly-owned subsidiary of VGAC II (the "Initial Surviving Corporation") and (ii) immediately following the Initial Merger, and as part of the same overall transaction as the Initial Merger, the Initial Surviving Corporation will merge with and into Merger Sub II (the "Final Merger" and, together with the Initial Merger, the "Mergers", and the Mergers, together with the other transactions contemplated by the Amended and Restated Merger Agreement (other than the Redomestication), the "Business Combination"), with Merger Sub II as the surviving company in the merger and, after giving effect to such merger, continuing as a wholly-owned subsidiary of VGAC II.

The Amended and Restated Merger Agreement further provides that, on the terms and subject to the conditions of the Amended and Restated Merger Agreement, each Tranche 1 Share (other than dissenting shares) will be canceled and converted into the right to receive a number of VGAC Class B Common Shares, as determined pursuant to an exchange ratio set forth in the Amended and Restated Merger Agreement (the "Exchange Ratio"). The VGAC Class B Common Shares to be issued in exchange for the Tranche 1 Shares are in addition to the merger consideration payable to the existing equityholders of Grove.

The foregoing description of the Amended and Restated Merger Agreement is subject to and qualified in its entirety by reference to the full text of the Amended and Restated Merger Agreement, a copy of which is included as Exhibit 2.1 hereto, and the terms of which are incorporated by reference.

Sponsor Agreement Amendment

Concurrently with the execution of the Amended and Restated Merger Agreement, VGAC II, VG Acquisition Sponsor II LLC (the "Sponsor"), Grove and certain other persons party thereto entered into an Amendment to Sponsor Letter Agreement (the "Sponsor Agreement Amendment") that amends the Support Agreement, dated as of December 7, 2021 (the "Sponsor Agreement") to reflect that the shares of common stock of VGAC II held by the Sponsor would not be subject to any earn-out provisions. Except as expressly modified pursuant to the Sponsor Agreement Amendment, the Sponsor Agreement remains in full force and effect as originally executed on December 7, 2021.

The foregoing description of the Sponsor Agreement Amendment is subject to and qualified in its entirety by reference to the full text of the Sponsor Agreement Amendment, a copy of which is included as Exhibit 10.2 hereto, and the terms of which are incorporated by reference.

Voting and Support Agreements

Concurrently with the execution of the Amended and Restated Merger Agreement, certain stockholders of Grove (the "Voting Stockholders") entered into a First Amendment to Support Agreement (the "Support Agreement Amendment") with VGAC II and Grove. The Support Agreement Amendment amends the Support Agreement, dated as of December 7, 2021 (the "Support Agreement") to provide, among other things, that the Voting Stockholders agree to vote in favor of the Amended and Restated Merger Agreement and the transactions contemplated thereby. Except as expressly modified pursuant to the Support Agreement Amendment, the Support Agreement remains in full force and effect as originally executed on December 7, 2021.

The foregoing description of the Support Agreement Amendment is subject to and qualified in its entirety by reference to the full text of the Support Agreement Amendment, a copy of which is included as Exhibit 10.3 hereto, and the terms of which are incorporated by reference.

Item 3.02. Unregistered Sale of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. Neither the VGAC Class A Common Shares to be offered and sold in connection with the Business Combination in respect of the Tranche 1 Shares, nor the Tranche 2 Shares, have been registered under the Securities Act, in reliance upon the exemption provided in Section 4(a)(2) thereof.

Item 7.01. Regulation FD Disclosure.

A copy of the Company's press release dated April 4, 2022 announcing the entry into the Amended and Restated Merger Agreement and the Subscription Agreement is furnished as Exhibit 99.1 hereto.

The foregoing (including Exhibits 99.1) is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Exchange Act, or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act. The submission of the information set forth in this Item 7.01 shall not be deemed an admission as to the materiality of any information in this Item 7.01, including the information presented in Exhibit 99.1 that is provided solely in connection with Regulation FD.

Additional Information and Where to Find It

In connection with the proposed business combination, VGAC II filed with the Securities and Exchange Commission ("SEC") on January 18, 2022 (as amended on March 10, 2022), a registration statement on Form S-4 containing a preliminary proxy statement and a preliminary prospectus of VGAC II, and after the registration statement is declared effective, VGAC II will mail a definitive proxy statement/prospectus relating to the proposed business combination to its shareholders. This Current Report on Form 8-K does not contain all the information that should be considered concerning the proposed business combination and is not intended to form the basis of any investment decision or any other decision in respect of the business combination. VGAC II's shareholders and other interested persons are advised to read the preliminary proxy statement/prospectus and, when available, the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed business combination, as these materials will contain important information about Grove, VGAC II and the proposed business combination. When available, the definitive proxy statement/prospectus and other relevant materials for the proposed business combination will be mailed to shareholders of VGAC II as of a record date to be established for voting on the proposed business combination. Such shareholders will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to Virgin Group Acquisition Corp. II, 65 Bleecker Street, 6th Floor, New York, New York 10012.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Participants in the Solicitation

VGAC II, Grove and their respective directors, executive officers, other members of management, and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of VGAC II's shareholders in connection with the proposed business combination. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of VGAC II's shareholders in connection with the proposed business combination will be set forth in VGAC II's registration statement on Form S-4, including a proxy statement/prospectus, which the Company filed with the SEC on January 18, 2022 (as amended on March 10, 2022). Investors and security holders may obtain more detailed information regarding the names and interests in the proposed business combination of VGAC II's directors and officers in VGAC II's filings with the SEC and such information will also be in the registration statement to be filed with the SEC by VGAC II, which will include the proxy statement / prospectus of VGAC II for the proposed business combination.

Caution Concerning Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding our or our management team's expectations, hopes, beliefs, intentions, plans, prospects or strategies regarding the future, including possible business combinations, revenue growth and financial performance, product expansion and services. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements contained in this Current Report on Form 8-K are based on our current expectations and beliefs made by the management of VGAC II and Grove in light of their respective experience and their perception of historical trends, current conditions and expected future developments and their potential effects on VGAC II and Grove as well as other factors they believe are appropriate in the circumstances. There can be no assurance that future developments affecting VGAC II or Grove will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including that the VGAC II stockholders will approve the transaction, regulatory approvals, product and service acceptance, and that, Grove will have sufficient capital upon the approval of the transaction to operate as anticipated. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Additional factors that could cause actual results to differ are discussed under the heading "Risk Factors" and in other sections of VGAC II's filings with the SEC, and in VGAC II's current and periodic reports filed or furnished from time to time with the SEC. All forward-looking statements in this Current Report on Form 8-K are made as of the date hereof, based on information available to VGAC II and Grove as of the date hereof, and VGAC II and Grove assume no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1†	Amended and Restated Merger Agreement, dated as of March 31, 2022, by and among VGAC II, Merger Sub I, Merger Sub II and Grove
10.1	Subscription Agreement, dated as of March 31, 2022, by and among VGAC II, Grove and the Investor
10.2	Sponsor Agreement Amendment, dated as of March 31, 2022, by and among VGAC II, the Sponsor, Grove and certain other persons party thereto
10.3	Support Agreement Amendment, dated as of March 31, 2022, by and among VGAC II, Grove and the Voting Stockholders
99.1	Press Release, dated April 4, 2022

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 4, 2022

VIRGIN ACQUISITION CORP. II

By: /s/ Harold Brunink
Name: Harold Brunink
Title: Assistant Secretary

Exhibit 2.1

AMENDED AND RESTATED

AGREEMENT AND PLAN OF MERGER

by and among

VIRGIN GROUP ACQUISITION CORP. II,

as Parent,

TREEHOUSE MERGER SUB, INC.,

as Merger Sub I,

TREEHOUSE MERGER SUB II, LLC

as Merger Sub II,

and

GROVE COLLABORATIVE, INC.,

as the Company

DATED AS OF MARCH 31, 2022

TABLE OF CONTENTS

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER, dated as of March 31, 2022 (this "Agreement"), is made by and among Virgin Group Acquisition Corp. II, a Cayman Islands exempted company ("Parent"), Treehouse Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Merger Sub I"), Treehouse Merger Sub II, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub II" and, together with Merger Sub I, the "Merger Subs"), and Grove Collaborative, Inc., a Delaware public benefit corporation (the "Company").

RECITALS

WHEREAS, on December 7, 2021 (the "Signing Date"), Parent, Merger Sub I and the Company previously entered into the Agreement and Plan of Merger (the "Original Agreement") and, in accordance with the terms thereof, such parties now desire to amend and restate the Original Agreement to effect a change in structure of the business combination as set forth herein;

WHEREAS, Parent is a blank check company formed for the sole purpose of entering into a merger, share exchange, asset acquisition, share purchase, recapitalization,

reorganization or other similar business combination with one or more businesses or entities;

WHEREAS, at least one day prior to the Closing, upon the terms and subject to the conditions of this Agreement, Parent will domesticate as a Delaware public benefit corporation ("Newco") in accordance with the DGCL and the Cayman Islands Companies Act (the "Domestication");

WHEREAS, concurrently with the Domestication, Parent will file a certificate of incorporation (the "Newco Certificate of Incorporation") with the Secretary of State of the State of Delaware substantially in the form attached as Exhibit A hereto and adopt bylaws (the "Newco Bylaws") substantially in the form attached as Exhibit B hereto;

WHEREAS, the parties hereto desire that, at least one day following the Domestication, (a) Merger Sub I merge with and into the Company (the "Initial Merger"), upon the terms and subject to the conditions set forth herein and in accordance with the DGCL, whereupon the separate corporate existence of Merger Sub I shall cease, and the Company shall continue as the surviving corporation of the Initial Merger (the "Initial Surviving Corporation") and (b) immediately following the Initial Merger, and as part of the same overall transaction as the Initial Merger, the Initial Surviving Corporation merge with and into Merger Sub II (the "Final Merger" and, together with the Initial Merger, the "Mergers"), whereupon the separate corporate existence of the Initial Surviving Corporation shall cease, and Merger Sub II shall continue as the surviving company of the Final Merger (the "Final Surviving Company");

WHEREAS, the Board of Directors of the Company (the "Company Board") has unanimously (a) determined that the Mergers are fair to, and in the best interests of, the Company and has approved and adopted this Agreement and the Ancillary Agreements and declared their advisability and approved the Mergers and the other Transactions, and (b) recommended the approval and adoption of this Agreement, the Mergers and the other Transactions by the stockholders of the Company;

WHEREAS, the Board of Directors of Parent (the "Parent Board") has (a) approved and adopted this Agreement and the Ancillary Agreements and declared their advisability and approved the payment of the Merger Consideration to the holders of Company Securities pursuant to this Agreement and the other Transactions, including the Domestication, and (b) recommended the approval and adoption of this Agreement and the Transactions by the shareholders of Parent;

WHEREAS, the Board of Directors of Merger Sub I (the "Merger Sub I Board") has (a) determined that the Initial Merger is fair to, and in the best interests of, Merger Sub I and its sole stockholder and approved and adopted this Agreement and the Ancillary Agreements and declared their advisability and approved the Initial Merger and the other Transactions, and (b) recommended the approval and adoption of this Agreement, the Initial Merger and the other Transactions by the sole stockholder of Merger Sub I;

WHEREAS, Parent, the Company and the Requisite Stockholders have, concurrently with the execution and delivery of this Agreement, entered into an amendment to that certain Stockholder Support Agreement, dated as of Signing Date (as amended, the "Stockholder Support Agreement"), providing that, among other things, the Requisite Stockholders will vote their shares of Company Capital Stock in favor of this Agreement, the Mergers and the other Transactions and such Requisite Stockholders hold, as of the date of this Agreement, at least that number and class of shares of Company Capital Stock sufficient to constitute the Requisite Approval;

WHEREAS, Parent, Virgin Group Acquisition Sponsor II LLC, a Cayman Islands limited liability company ("Sponsor"), the Company and the other persons named therein and party thereto have, concurrently with the execution and delivery of this Agreement, entered into an amendment to that certain Sponsor Letter Agreement, dated as of the Signing Date (as amended, the "Sponsor Letter Agreement");

WHEREAS, Parent has, concurrently with the execution and delivery of the Original Agreement, entered into subscription agreements (collectively, the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors"), pursuant to which, among other things, the PIPE Investors have agreed to subscribe for and purchase an aggregate number of shares of Newco Class A Common Stock as set forth in the Subscription Agreements in exchange for an aggregate purchase price at least equal to $87,075,000 (the "PIPE Financing Amount") on the Closing Date, on the terms and subject to the conditions set forth therein (such equity financing hereinafter referred to as the "PIPE Financing");

WHEREAS, Parent has, concurrently with the execution and delivery of this Agreement, entered into a subscription agreement (the "Backstop Subscription Agreement") with Corvina Holdings Limited, a BVI business company limited by shares incorporated in the British Virgin Islands ("Backstop Investor"), pursuant to which, among other things, (a) Backstop Investor has subscribed for and purchased on the date hereof a number of shares of Company Common Stock equal to $27,500,000 *divided* by $11.70, for an aggregate purchase price of $27,500,000 (such shares, together with any other shares of Company Common Stock issued to Backstop Investor prior to the Initial Effective Time pursuant to the terms of the Backstop Subscription Agreement, the "Backstop Tranche 1 Shares"), with certain rights enumerated in the Backstop Subscription Agreement, and (b) Backstop Investor has agreed to subscribe for and purchase, if applicable, an aggregate number of shares of Newco Class A Common Stock as set forth in the Backstop

Subscription Agreement in exchange for an aggregate purchase price of up to $22,500,000 (the "Backstop Tranche 2 Financing Amount") on the Closing Date, in each case, on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Closing, Parent will cause the Registration Rights Agreement, dated as of March 22, 2021, to be amended and restated in the form of the Amended and Restated Registration Rights Agreement substantially in the form attached hereto as Exhibit C (the "Amended and Restated Registration Rights Agreement"); and

WHEREAS, for United States federal and applicable state income Tax purposes, it is intended that (a) the Domestication shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), (b) the Mergers, taken together, shall qualify as a reorganization within the meaning of Section 368(a) of the Code and (c) this Agreement shall constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) with respect to each of the Domestication and the Mergers, taken together.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Definitions. For purposes of this Agreement:

"Action" means any litigation, suit, claim, action, proceeding, audit, arbitration, charge or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under common Control with such person.

"Aggregate Exercise Price" means the sum of: (i) the sum of the exercise prices of all in-the-money Company Options (other than the Company Unvested 2021 Options); and (ii) the sum of the exercise prices of all in-the-money Company Warrants, in each case, outstanding as of immediately prior to the Initial Effective Time.

"Ancillary Agreements" means the Stockholder Support Agreement, the Sponsor Letter Agreement, the Subscription Agreements, the Backstop Subscription Agreement, the Amended and Restated Registration Rights Agreement and all other agreements, certificates and instruments executed and delivered by Parent, Merger Sub I, Merger Sub II or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Anti-Corruption Laws" means, as applicable (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (ii) the U.K. Bribery Act 2010, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, (iv) legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business

Transactions, and (v) similar legislation applicable to the Company or any Company Subsidiary from time to time.

"Available Cash" means, as of immediately prior to the Closing, an amount equal to the sum of (i) the amount of cash available to be released from the Trust Account (after giving effect to all payments to be made as a result of the exercise of all Redemption Rights and otherwise in accordance with Section 7.14 hereof), plus (ii) the proceeds of the PIPE Financing.

"Business Data" means any and all business information and data, including Confidential Information and Personal Information (whether of employees, contractors, consultants, customers, consumers, vendors, service providers or other persons and whether in electronic or any other form or medium) that is accessed, collected, used, stored, shared, distributed, transferred, disclosed, destroyed, disposed of or otherwise processed by any of the Business Systems or otherwise in the course of the conduct of the business of the Company or any Company Subsidiaries.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in New York, New York; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Business Systems" means any and all Software, firmware, middleware, equipment, workstations, routers, hubs, switches, computer hardware (whether general or special purpose), electronic data processors, databases, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, computer systems and all other information technology equipment, including any outsourced systems and processes, and any Software and systems provided via the cloud or "as a service" and all documentation related to the foregoing, that are owned by, licensed or leased to, or otherwise used in the conduct of the business of, the Company or any Company Subsidiaries.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cayman Islands Companies Act" means the Companies Act (As Revised) of the Cayman Islands.

"Closing Payment Shares" means a number of shares of Newco Class B Common Stock equal to: (i) (A) 1,400,000,000 plus (B) the Aggregate Exercise Price divided by (ii) 10.

"Company Capital Stock" means the Company Common Stock and the Company Preferred Stock.

"Company Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, filed with the Secretary of State of the State of Delaware on March 19, 2021.

"Company Common Stock" means the shares of common stock of the Company, par value of $0.0001 per share, designated as Common Stock in the Company Certificate of Incorporation.

"Company Equity Incentive Plan" means the Company 2016 Equity Incentive Plan, as may be amended from time to time.

"Company IP" means, collectively, all Company Owned IP and Company Licensed IP.

"Company Licensed IP" means any and all Intellectual Property rights owned or purported to be owned by a third party and licensed or sublicensed (or purported to be licensed or sublicensed) to the Company or any Company Subsidiary or that the Company or any Company Subsidiary otherwise has a right to use or for which the Company or any Company Subsidiary has obtained a covenant not to be sued.

"Company Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with any one or more other events, circumstances, changes and effects, (i) is or would reasonably be expected to be materially adverse to the business, financial condition, assets and liabilities or results of operations of the Company and the Company Subsidiaries taken as a whole or (ii) would prevent, materially delay or materially impede the performance by the Company of its obligations under this Agreement or the consummation of the Transactions taken as a whole; provided, however, that, in the case of the foregoing clause (i) only, no event, circumstance, change or effect, to the extent resulting from any of the following, shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Company Material Adverse Effect: (a) any change or proposed change in or change in the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which the Company and the Company Subsidiaries operate; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics (in the case of pandemic, including the COVID-19 pandemic (the "COVID-19 Pandemic")) or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing); (e) any actions taken or not taken by the Company or the Company Subsidiaries as required by this Agreement or any Ancillary Agreement; (f) any event, circumstance, change or effect attributable to the announcement or execution, pendency, negotiation or consummation of the Mergers or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities) (provided that this clause (f) shall not apply to any representations or warranties set forth in Section 4.04 or Section 4.05 but subject to any disclosures set forth in Section 4.04 or Section 4.05 of the Company Disclosure Schedule); (g) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position (provided that this clause (g) shall not prevent a determination that any event, circumstance, change or effect underlying such failure has resulted in, or contributed to, a Company Material Adverse Effect), (h) COVID-19 Measures or other mandates, orders or other requirements imposed by, or guidance given by, any Governmental Authority in

response to COVID-19 or other public health emergency, or (i) any actions taken, or failures to take action, at the prior written request of Parent or as required by this

Agreement, except in the cases of clauses (a) through (d) and (h), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately and adversely affected thereby as compared with other participants in the industries in which the Company and the Company Subsidiaries operate.

"Company Options" means all outstanding options to purchase Company Common Stock, whether or not exercisable and whether or not vested, under the Company Equity Incentive Plan.

"Company Organizational Documents" means the Company Certificate of Incorporation and the Amended and Restated Bylaws of the Company, effective as of February 24, 2021, in each case, as amended, modified or supplemented from time to time.

"Company Owned IP" means any and all Intellectual Property rights owned or purported to be owned by the Company or any of the Company Subsidiaries.

"Company RSUs" means all outstanding restricted stock units to acquire shares of Company Common Stock issued pursuant to an award granted under the Company Equity Incentive Plan.

"Company Securities" means the Company Common Stock, the Company Preferred Stock, the Company Options, the Company RSUs and the Company Warrants.

"Company Share Awards" means all Company Options and Company RSUs.

"Company Transaction Expenses" means (i) all fees and expenses of the Company incurred or payable as of the Closing and not paid prior to the Closing in connection with the consummation of the Transactions, including any amounts payable to professionals (including investment bankers, brokers, finders, attorneys, accountants and other consultants and advisors) retained by or on behalf of the Company (including any premiums and fees associated with the directors' and officers' liability insurance "tail" policy) and (ii) any change in control bonus, transaction bonus, retention bonus, termination or severance payment or payment relating to terminated options, warrants or other equity appreciation, phantom equity, profit participation or similar rights, in any case, to be made to any current or former employee, independent contractor, director or officer of the Company at the Closing pursuant to any agreement to which the Company is a party prior to the Closing which become payable (including if subject to continued employment) solely as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

"Company Unvested 2021 Options" means all Company Options granted since January 1, 2021 under the Company Equity Incentive Plan that have not yet vested as of immediately prior to the Closing.

"Company Unvested 2021 RSUs" means all Company RSUs granted since January 1, 2021 under the Company Equity Incentive Plan that have not yet vested as of immediately prior to the Closing.

"Confidential Information" means any information, knowledge or data concerning the businesses and affairs of the Company, the Company Subsidiaries, or any suppliers or customers of the Company or any Company Subsidiaries or Parent or its subsidiaries (as applicable) that is not already generally available to the public, including any Company IP.

"Contract" means any contract, lease, license, sublicense, indenture, agreement, commitment or other legally binding arrangement.

"Control" of a person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by Contract, or otherwise. "Controlled", "Controlling" and "under common Control with" have correlative meanings. Without limiting the foregoing, a person (the "Controlled person") shall be deemed Controlled by (a) any other person (the "10% Owner") (i) owning beneficially, as meant in Rule 13d-3 under the Exchange Act, securities entitling such person to cast 10% or more of the votes for election of directors or equivalent governing authority of the Controlled person or (ii) entitled to be allocated or receive 10% or more of the profits, losses, or distributions of the Controlled person; (b) an officer, director, general partner, partner (other than a limited partner), manager, or member (other than a member having no management authority that is not a 10% Owner) of the Controlled person; or (c) a spouse, parent, lineal descendant, sibling, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, or brother-in-law of an Affiliate of the Controlled person or a trust for the benefit of an Affiliate of the Controlled person or of which an Affiliate of the Controlled person is a trustee.

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

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, directive, guideline or recommendation promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19.

"COVID-19 Response" means any action or inaction by the Company or any Company Subsidiary taken (or not taken), prior to, on or after the Signing Date, in good faith to comply with or in response to any COVID-19 Measure.

"Credit Agreement" means, collectively, that certain (i) Mezzanine Loan and Security Agreement, dated as of April 30, 2021, by and among Silicon Valley Bank, Hercules Capital, Inc. and the Company and (ii) Second Amended and Restated Loan and Security Agreement, dated as of July 29, 2020, by and between the Company and Silicon Valley Bank, in each case, as may be amended, supplemented or modified from time to time.

"Delaware Laws" means the DLLCA and the DGCL.

"DGCL" means the Delaware General Corporation Law.

"Disabling Devices" means Software, viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, spyware, malware, worms, other computer instructions, intentional devices,

techniques, other technology, disabling codes, instructions, or other similar code or software routines or components that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, delete, maliciously encumber, hack into, incapacitate, perform unauthorized modifications, infiltrate or slow or shut down a computer system or data, software, system, network, other device, or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner, other than those incorporated by the Company or by a third party on behalf of the Company intentionally to protect Company IP or Business Systems from misuse.

"DLLCA" means the Delaware Limited Liability Company Act.

"Employee Benefit Plan" means each "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), each nonqualified deferred compensation plan subject to Section 409A of the Code, and each other pension, retirement, profit-sharing, savings, health, welfare, cafeteria, bonus, commission, stock option,

stock purchase, restricted stock, other equity or equity-based compensation, performance award, incentive, deferred compensation, retiree medical or life insurance, death or disability benefit, supplemental retirement, severance, retention, change in control, employment, consulting, fringe benefit, sick pay, vacation, and similar plan, program, policy, practice, agreement, or arrangement, whether written or unwritten.

"Environmental Laws" means all applicable Laws relating to pollution or the protection of the environment or human health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, transportation, handling, disposal or release of Hazardous Substances.

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

"Ex-Im Laws" means all applicable Laws relating to export, re-export, transfer, and import controls, including the U.S. Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Exchange Act" means the Exchange Act of 1934, as amended.

"Exchange Ratio" means the following ratio: the quotient obtained by dividing (i) the Closing Payment Shares by (ii) the Fully Diluted Company Stock.

"Fully Diluted Company Stock" means the total number of shares of Company Common Stock outstanding immediately prior to the Initial Effective Time (other than the Backstop Tranche 1 Shares), expressed on a fully diluted and as-converted to shares of Company Common Stock basis, and including, without duplication, (i) the number of shares of Company Common Stock subject to unexpired, issued and outstanding Company Options (other than the Company Unvested 2021 Options), (ii) the number of shares of Company Common Stock into which the Company Preferred Stock would convert in accordance with the Company Certificate of Incorporation, (iii) the number of shares of Company Common Stock subject to unexpired, issued and outstanding Company RSUs (other than the Company Unvested 2021 RSUs) and (iv) the number of shares of Company Common Stock subject to unexpired, issued and outstanding Company Warrants.

"Hazardous Substance(s)" means any substances, materials, chemicals or wastes which are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants" or "contaminants" under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

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

"Independent Director" means any director of a corporation who meets the requirements of "independent director" for all purposes under the rules and regulations of the SEC and the NYSE.

"Intellectual Property" means any and all (i) patents, patent applications (including provisional and non-provisional applications), statutory invention registrations and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, renewals, extensions or reexaminations thereof and all improvements to the inventions disclosed in each such registration, patent, patent application and disclosure, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, certifications, corporate names and any and all other source identifiers, together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights (whether or not registered) and other works of authorship (whether or not copyrightable), mask work rights and moral rights, and all registrations and applications for registration, renewals, reversions, restorations, derivative works and extensions thereof (regardless of the medium of fixation or means of expression), (iv) trade secrets, know-how (including ideas, formulas, compositions, inventions (whether or not patentable or reduced to practice)), confidential information, customer and supplier lists (including lists of prospects), improvements, protocols, processes, methods and techniques, research and development information, industry analyses, algorithms, architectures, layouts, drawings, specifications, designs, plans, methodologies, proposals, industrial models, technical data, financial and accounting and all other data, databases, database rights, including rights to use any Personal Information, pricing and cost information, business and marketing plans and proposals, and related information, (v) Internet domain names and social media accounts and identifiers, (vi) Software, (vii) rights of publicity and all other intellectual property or proprietary rights of any kind or description in any jurisdiction throughout the world, (viii) copies and tangible embodiments of any of the foregoing, in whatever form or medium, and (ix) all legal rights arising from items (i) through (vii), including the right to prosecute, enforce and perfect such interests and rights to sue, oppose, cancel, interfere, enjoin and collect damages based upon such interests, including such rights based on past, present or future infringement, misappropriation or other violation, if any, in connection with any of the foregoing.

"Investors' Rights Agreement" means that certain Amended and Restated Investors' Rights Agreement, dated as of November 25, 2020, by and among the Company and each of the investors party thereto.

"knowledge" or "to the knowledge" of a person means in the case of the Company, the actual knowledge of the persons listed on Section 1.01(A) of the Company Disclosure Schedule

after reasonable inquiry, and in the case of Parent, the actual knowledge of the persons listed on Section 1.01(A) of the Parent Disclosure Schedule after reasonable inquiry.

"Leased Real Property" means the real property leased by the Company or Company Subsidiaries as tenant, together with, to the extent leased by the Company or Company Subsidiaries, all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Company or Company Subsidiaries relating to the foregoing.

"Lien" means any lien, security interest, mortgage, license, deed of trust, defect of title, easement, right of way, pledge, adverse claim or other encumbrance of any kind that secures the payment or performance of an obligation.

"Merger Consideration" means the Closing Payment Shares, the Earnout Shares and the aggregate Closing Backstop Shares, each payable pursuant to Section 3.02(b).

"New Incentive Plan Size" means (i) a number of shares of Newco Class A Common Stock equal to 15% of the shares of Newco Common Stock outstanding as of immediately following the Final Effective Time and (ii) an annual "evergreen" increase of 5 percent (5%) of the shares of Newco Common Stock outstanding as of the day prior to such increase.

"Newco Class A Common Stock" means Class A common stock, par value $0.0001 per share, of Newco, as set forth in the Newco Certificate of Incorporation.

"Newco Class B Common Stock" means Class B common stock, par value $0.0001 per share, of Newco, as set forth in the Newco Certificate of Incorporation.

"Newco Common Stock" means Newco Class A Common Stock and Newco Class B Common Stock.

"NYSE" means the New York Stock Exchange.

"Open Source Software" means (i) any Software that is licensed (a) pursuant to any license that is a license now or in the future approved by the open source initiative and listed at http://www.opensource.org/licenses or any successor website thereof, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL) or (b) the Service Side Public License, (ii) any Software that is distributed as "free," "open source" or "copyleft" Software or under similar licensing or distribution models or (iii) any Software that requires as a condition of use, modification or distribution of such Software that other Software using, incorporating, linking, integrating or distributing or bundling with such Software be (x) disclosed or distributed in source code form, (y) licensed for the purpose of making derivative works or (z) redistributable at no charge.

"Ordinary Course of Business" means the ordinary course of the Company's business consistent in all material respects with past practice, including any COVID-19 Response.

"Parent Class A Ordinary Shares" means Class A ordinary shares, par value $0.0001 per share, of Parent.

"Parent Class B Ordinary Shares" means Class B ordinary shares, par value $0.0001 per share, of Parent.

"Parent Common Warrant" means a right to acquire Parent Ordinary Shares that was included in the Parent Units.

"Parent Governing Document" the Amended and Restated Memorandum and Articles of Association of Parent, effective as of March 22, 2021 (as may be amended, restated or otherwise modified from time to time).

"Parent Holder Approval" means the approval of the Parent Proposals, in each case, by a majority of not less than two-thirds of votes cast by the holders of Parent Ordinary Shares at the Parent Holders' Meeting, or such other standard as may be applicable to a specific Parent Proposal, in accordance with the Proxy Statement and the Parent Governing Document.

"Parent Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with any one or more other events, circumstances, changes and effects, (i) is or would reasonably be expected to be materially adverse to the business, financial condition, assets and liabilities or results of operations of Parent; or (ii) would prevent, materially delay or materially impede the performance by Parent or either Merger Sub of their respective obligations under this Agreement or the consummation of the Transactions taken as a whole; provided, however, that, in the case of the foregoing clause (i) only, no event, circumstance, change or effect, to the extent resulting from any of the following, shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Parent Material Adverse Effect: (a) any change or proposed change in or change in the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which Parent operates; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics (including the COVID-19 Pandemic) or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing); (e) any actions taken or not taken by Parent as required by this Agreement or any Ancillary Agreement; (f) any event, circumstance, change or effect attributable to the announcement or execution, pendency, negotiation or consummation of the Mergers or any of the other Transactions, (g) COVID-19 Measures or other mandates, orders or other requirements imposed by, or guidance given by, any Governmental Authority in response to COVID-19 or other public health emergency, (h) any actions taken, or failures to take action, at the prior written request of the Company or as required by this Agreement, or (i) any change, event, development, effect or occurrence that is generally applicable to publicly listed special acquisition companies formed for the purposes of pursuing an initial business combination ("SPACs"), except in the cases of clauses (a) through (d), (g) and (i) to the extent that Parent is disproportionately and adversely

affected thereby as compared with other participants in the industry in which Parent operates or other SPACs.

"Parent Ordinary Shares" means Parent Class A Ordinary Shares and Parent Class B Ordinary Shares.

"Parent Sponsor Warrant" means a right to acquire Parent Ordinary Shares that was issued to Sponsor in a private placement as part of Parent's initial public offering.

"Parent Transaction Expenses" means all fees and expenses of Parent or either Merger Sub, including (i) in connection with the consummation of the Transactions, including any amounts payable to professionals (including investment bankers, brokers, finders, attorneys, accountants and other consultants and advisors) retained by or on behalf of Parent (including any premiums and fees associated with the Parent directors' and officers' liability insurance "tail" policy), (ii) in connection with the IPO but previously deferred by the terms thereof until consummation of a business combination (including fees or commissions payable to the underwriters and any legal fees), and (iii) in connection with the PIPE Financing.

"Parent Units" means the units issued in the IPO or the overallotment consisting of one (1) Parent Class A Ordinary Share and one-fifth (1/5) of one (1) Parent Warrant.

"Parent Warrants" means the Parent Common Warrants and the Parent Sponsor Warrants.

"Permitted Liens" means (i) such imperfections of title, easements, encumbrances, Liens or restrictions that do not materially impair or interfere with the current use of the Company's or any Company Subsidiary's assets that are subject thereto or the rights of the Company and the Company and the Company Subsidiaries under their licenses or leases, (ii) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising in the Ordinary Course of Business for amounts that are not yet due and payable or which are being contested in good faith through appropriate Actions, or deposits to obtain the release of such Liens, (iii) Liens for Taxes not yet due and delinquent, or if delinquent, being contested in good faith and for which appropriate reserves have been made in accordance with GAAP, (iv) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities that do not interfere in any material respect with the Company's or any Company Subsidiary's current use of the assets that are subject thereto, (v) revocable, non-exclusive licenses (or sublicenses) of Company Owned IP granted in the Ordinary Course of Business, (vi) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the present uses of such real property, (vii) Liens identified in the Financial Statements, (viii) Liens on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising from the provisions of such agreements or benefiting or created by any superior estate, right or interest, and (ix) Liens that affect the underlying fee interest of any Leased Real Property.

"person" or "Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3)

of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Personal Information" means "personal information," "personal data," "personally identifiable information" or equivalent terms as defined by applicable Privacy/Data Security Laws.

"Pre-Closing Parent Holders" means the Members (as defined in the Parent Governing Document) of Parent at any time prior to the Initial Effective Time.

"Privacy/Data Security Laws" means any and all applicable Laws governing the receipt, collection, use, storage, processing, sharing, security, disclosure, or transfer of Personal Information, such as, to the extent applicable, the following Laws and their implementing regulations: the Fair Credit Reporting Act, the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, California Consumer Privacy Act, state data security Laws, state data breach notification Laws, applicable Laws relating to the transfer of Personal Information, and any applicable Laws concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including outbound calling and text messaging, telemarketing, and e-mail marketing).

"Products" means any products or services under development, developed, manufactured, performed, out-licensed, sold, distributed other otherwise made available by or on behalf of the Company or any Company Subsidiary, from which the Company or any Company Subsidiary has derived previously, is currently deriving or is scheduled or intends to derive, revenue from the sale or provision thereof.

"Redemption Rights" means the redemption rights provided for in Section 49.5 of the Parent Governing Document.

"Reference Date" means January 1, 2019.

"Registered Intellectual Property" means any and all Intellectual Property included in the Company Owned IP that is the subject of an issued patent or registration (or a patent application or an application for registration), including Internet domain names.

"Requisite Approval" means such approval of this Agreement and the Transactions by at least the number of shares of Company Capital Stock as is required pursuant to the DGCL, the Company Certificate of Incorporation, the bylaws of the Company, and any other Contract to which the Company is party or otherwise bound.

"Requisite Stockholders" means the persons listed on Schedule 1.01(b).

"Sanctioned Person" means at any time any person (i) listed on any Sanctions-related list of designated or blocked persons, (ii) the government of, resident in, or organized under the Laws of a country or territory that is the subject of comprehensive restrictive Sanctions from time to time (which includes, as of the Signing Date, Cuba, Iran, North Korea, Syria, and the Crimea region), or (iii) majority-owned or controlled by any of the foregoing.

"Sanctions" means those applicable, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures administered or enforced by (i) the United States (including the U.S. Treasury Department's Office of Foreign Assets Control), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury, or (v) any other similar Governmental Authority with jurisdiction over the Company or any Company Subsidiary from time to time.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Software" means any and all computer software (in object code or source code format), including firmware, operating systems and specifications, data and databases, and related documentation and materials.

"stockholder" means a holder of stock or shares, as appropriate.

"Subsidiary" means each entity of which at least fifty percent (50%) of the capital stock or other equity or voting securities are Controlled or owned, directly or indirectly, by the Company.

"Tax" or "Taxes" means any and all taxes (including any duties, levies or other similar governmental assessments in the nature of taxes), including, but not limited to, income, estimated, business, occupation, corporate, capital, gross receipts, transfer, stamp, registration, employment, payroll, unemployment, withholding, occupancy, license, severance, capital, production, ad valorem, excise, windfall profits, customs duties, real property, personal property, sales, use, turnover, value added and franchise taxes, in each case imposed by any Governmental Authority, whether disputed or not, together with all interest, penalties, and additions to tax imposed with respect thereto.

"Tax Grant" means any Tax exemption, Tax holiday, reduced Tax rate or other Tax benefit granted by a taxing authority with respect to the Company or any of its Subsidiaries that is not generally available without specific application therefor.

"Tax Return" means any return, declaration, report, form, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, in each case filed or required to be filed with a Governmental Authority.

"Transactions" means the transactions contemplated by this Agreement and the Ancillary Agreements.

"Transfer Tax" means any direct or indirect transfer (including real estate transfer), sales, use, stamp, documentary, registration, conveyance, recording, or other similar Taxes or governmental fees (and any interest, penalty, or addition with respect thereto) payable as a result of the consummation of the transactions contemplated hereby.

"Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

"Virtual Data Room" means the virtual data room (Grove Legal) established by the Company or its Representatives, hosted by Venue, a Donnelley Financial Solutions product, with access made available to Parent and its Representatives.

SECTION 1.02 Further Definitions. The following terms have the meaning set forth in the Sections set forth below:

Defined Term	**Location of Definition**
$12.50 Earnout Shares	Annex I
$12.50 Share Price Milestone	Annex I
$15.00 Earnout Shares	Annex I
$15.00 Share Price Milestone	Annex I

Agreement	Preamble
Alternative Transaction	§ 7.05
Amended and Restated Registration Rights Agreement	Recitals
Anti-Money Laundering Laws	§ 4.20(d)
Antitrust Laws	§ 7.13(a)
Audited Financial Statements	§ 4.07(a)
Backstop Investor	Recitals
Backstop Subscription Agreement	Recitals
Backstop Tranche 1 Shares	Recitals
Backstop Tranche 2 Financing Amount	Recitals
Blue Sky Laws	§ 4.05(b)
Certificates of Merger	§ 2.04
Change of Control	Annex I
Closing	§ 2.05
Closing Backstop Shares	§ 3.01(a)(viii)
Closing Date	§ 2.05
Closing Press Release	§ 7.10
Code	Recitals
Company	Preamble
Company Board	Recitals
Company Common Stock Warrants	§ 4.03(a)(iv)
Company Disclosure Schedule	Article IV
Company Officer's Certificate	§ 8.02(c)
Company Permits	§ 4.06
Company Preferred Stock	§ 4.03(a)(ii)
Company Series A Preferred Stock	§ 4.03(a)(ii)
Company Series A Preferred Stock Warrants	§ 4.03(a)(iv)
Company Series B Preferred Stock	§ 4.03(a)(ii)
Company Series B Preferred Stock Warrants	§ 4.03(a)(iv)
Company Series C Preferred Stock	§ 4.03(a)(ii)
Company Series C Preferred Stock Warrants	§ 4.03(a)(iv)
Company Series C-1 Preferred Stock	§ 4.03(a)(ii)
Company Series D Preferred Stock	§ 4.03(a)(ii)
Company Series D Preferred Stock Warrants	§ 4.03(a)(iv)
Company Series D-1 Preferred Stock	§ 4.03(a)(ii)

Defined Term	**Location of Definition**
Company Series D-2 Preferred Stock	§ 4.03(a)(ii)
Company Series E Preferred Stock	§ 4.03(a)(ii)
Company Series Seed Preferred Stock	§ 4.03(a)(ii)
Company Stockholder Approval	§ 4.19
Company Stockholders Meeting	§ 7.03
Company Subsidiary	§ 4.01(a)
Company Warrants	§ 4.03(a)(iv)
Completion 8-K	§ 7.10
Continuing Employees	§ 7.06(a)
Converted Option	§ 3.01(a)(v)
Converted RSU Award	§ 3.01(a)(vi)
Converted Warrant	§ 3.01(a)(vii)
Data Security Requirements	§ 4.13(h)
Davis Polk	§ 10.14
Dissenting Shares	§ 3.05(a)
Domestication	Recitals
Domestication Effective Time	§ 2.01
Earnout Period	Annex I
Earnout Shares	§ 3.06
Environmental Permits	§ 4.16
ERISA Affiliate	§ 4.10(c)
Exchange Agent	§ 3.02(a)
Exchange Fund	§ 3.02(a)
FDCA	§ 4.14(a)
Final Certificate of Merger	§ 2.04
Final Effective Time	§ 2.05
Final Merger	Recitals
Final Surviving Company	Recitals
Financial Statements	§ 4.07(b)
Food and Drug Law	§ 4.14(a)
GAAP	§ 1.03(d)
Governmental Authority	§ 4.05(b)
Group	Annex I
Health Plan	§ 4.10(k)
Indemnitee	§ 7.07(a)
Initial Certificate of Merger	§ 2.04
Initial Effective Time	§ 2.05
Initial Merger	Recitals
Initial Surviving Corporation	Recitals
Intended Tax Treatment	§ 7.11(a)
Interim Financial Statements	§ 4.07(b)
Interim Financial Statements Date	§ 4.07(b)
IPO	§ 6.03
IRS	§ 4.10(b)
Law	§ 4.05(a)

Defined Term	Location of Definition
Lease	§ 4.12(b)
Lease Documents	§ 4.12(b)
Material Contracts	§ 4.17(a)
Maximum Annual Premium	§ 7.07(b)
Mergers	Recitals
Merger Payment Schedule	§ 3.02(h)
Merger Sub I	Preamble
Merger Sub I Board	Recitals
Merger Sub I Board Approval	
Merger Sub I Common Stock	§ 5.03(c)
Merger Sub II	Preamble
Merger Sub II Membership Interests	§ 5.03(d)
Merger Sub II Member Approval	§ 7.02(c)
Merger Sub I Sole Stockholder Approval	§ 7.02(b)
Milestone	Annex I
New Incentive Plan	§ 7.01(a)
New Stock Purchase Plan	§ 7.01(a)
Newco	Recitals
Newco Board	§ 2.08(b)
Newco Bylaws	Recitals
Newco Certificate of Incorporation	Recitals
Non-Disclosure Agreement	§ 7.04(b)
Nonparty Affiliate	§ 10.12
Original Agreement	Recitals
Outside Date	§ 9.01(b)
Outstanding Company Transaction Expenses	§ 3.04(a)
Outstanding Parent Transaction Expenses	§ 3.04(b)
Outstanding Transaction Expenses	§ 3.04(b)
Parent	Preamble
Parent Board	Recitals
Parent Disclosure Schedule	Article V
Parent Holders' Meeting	§ 7.01(a)
Parent Material Contracts	§ 5.18
Parent Officer's Certificate	§ 8.03(c)
Parent Proposals	§ 7.01(a)
Parent SEC Reports	§ 5.07(a)
Permitted Transferee	Annex I
PIPE Financing	Recitals
PIPE Financing Amount	Recitals
PIPE Investors	Recitals
Plans	§ 4.10(a)
PPACA	§ 4.10(k)
Prospectus	§ 6.03
Proxy Statement	§ 7.01(a)
Public Shareholders	§ 6.03

Defined Term	Location of Definition
Registration Statement	§ 7.01(a)
Related Party	§ 4.21
Released Claims	§ 6.03
Remedies Exceptions	§ 4.04
Representatives	§ 7.04(a)
Sarbanes-Oxley Act	§ 5.07(a)
Section 16	§ 7.16
Signing Date	Recitals
Sponsor	Recitals
Sponsor Letter Agreement	Recitals
Stock Price	Annex I
Stockholder Support Agreement	Recitals
Subscription Agreements	Recitals
Terminating Company Breach	§ 9.01(e)
Terminating Parent Breach	§ 9.01(f)
Top 10 Vendors	§ 4.22(a)
Top Customers	§ 4.22(b)
Trading Day	Annex I
Trust Account	§ 5.14
Trust Agreement	§ 5.14
Trust Fund	§ 5.14
Trustee	§ 5.14
Written Consent	§ 7.03

SECTION 1.03 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the definitions contained in this agreement are applicable to the other grammatical forms of such terms, (iv) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (v) the terms "Article," "Section," "Schedule" and "Exhibit"

refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (vi) the word "including" means "including without limitation," (vii) the word "or" shall be disjunctive but not exclusive, (viii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto and references to any Law shall include all rules and regulations promulgated thereunder; provided, that, with respect to any agreement or other document identified in the Company Disclosure Schedule or the Parent Disclosure Schedule, such amendment or other modification thereto is also identified in the Company Disclosure Schedule or the Parent Disclosure Schedule, respectively, and (ix) references to any Law shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law. For purposes of this Agreement, references to anything having been "provided", "made available" or "delivered" (or any other similar references) to Parent means the relevant item has been posted in the Virtual Data Room no later than 8:00 p.m. (New York time) on the day immediately prior to the Signing Date.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction shall be applied against any party.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified, and when counting days, the date of commencement will not be included as a full day for purposes of computing any applicable time periods (except as otherwise may be required under any applicable Law). If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under the United States generally accepted accounting principles as in effect from time to time ("GAAP").

ARTICLE II

DOMESTICATION; THE MERGERS

SECTION 2.01 Domestication. Subject to receipt of the Parent Holder Approval, at least one day prior to the Closing Date, Parent shall cause the Domestication to become effective, including by (a) filing with the Secretary of State of the State of Delaware a Certificate of Domestication with respect to the Domestication, together with the Newco Certificate of Incorporation in substantially the form attached as Exhibit A hereto, in each case, in accordance with the provisions thereof and applicable Law, (b) completing and making and procuring all those filings required to be made with the Cayman Islands Registrar of Companies in connection with the Domestication, and (c) obtaining a certificate of de-registration from the Cayman Islands Registrar of Companies. The Domestication shall become effective at the time when the Certificate of Domestication has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by Parent and the Company in writing and specified in the Certificate of Domestication (the "Domestication Effective Time").

SECTION 2.02 Bylaws of Parent. Parent shall take all actions necessary so that, at the Domestication Effective Time, the bylaws of Newco shall be the Newco Bylaws substantially in the form attached as Exhibit B hereto.

SECTION 2.03 Effects of the Domestication on the Share Capital of Parent. At the Domestication Effective Time, by virtue of the Domestication and without any action on the part of Parent, the other parties hereto or any holder of Parent Ordinary Shares or Parent Warrants:

(a) each then issued and outstanding Parent Class A Ordinary Share will convert automatically, on a one-for-one basis, into one share of Newco Class A Common Stock;

(b) each then issued and outstanding Parent Class B Ordinary Share will convert automatically, on a one-for-one basis, into one share of Newco Class A Common Stock;

(c) each then issued and outstanding Parent Common Warrant will convert automatically, on a one-for-one basis, into a warrant to acquire Newco Class A Common Stock,

in the same form and on the same terms and conditions (including the same "Warrant Price" and number of shares of common stock subject to such warrant) as the converted Parent Common Warrant; and

(d) each then issued and outstanding Parent Sponsor Warrant will convert automatically, on a one-for-one basis, into a warrant to acquire Newco Class A Common Stock, in the same form and on the same terms and conditions (including the same "Warrant Price" and number of shares of common stock subject to such warrant) as the converted Parent Sponsor Warrant.

SECTION 2.04 The Mergers. At the Initial Effective Time and upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, pursuant to an appropriate certificate of merger (the "Initial Certificate of Merger") and in accordance with the applicable provisions of the DGCL, Merger Sub I shall be merged with and into the Company, the separate corporate existence of Merger Sub I shall cease, and the Company shall continue as the Initial Surviving Corporation after the Initial Merger as a wholly-owned subsidiary of Parent. Immediately following the Initial Merger and as part of a single integrated transaction, and upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, pursuant to an appropriate certificate of merger (the "Final Certificate of Merger" and, together with the Initial Certificate of Merger, the "Certificates of Merger") and in accordance with the applicable provisions of the Delaware Laws, the Initial Surviving Corporation shall be merged with and into Merger Sub II, the separate existence of the Initial Surviving Corporation shall cease, and Merger Sub II shall continue as the Final Surviving Company after the Final Merger as a wholly-owned subsidiary of Parent.

SECTION 2.05 Closing; Effective Times of Mergers. Unless this Agreement is earlier terminated in accordance with Article IX, the closing of the Mergers (the "Closing") shall take place at the offices of Sidley Austin LLP, 1001 Page Mill Road, Building One, Palo Alto, California 94304 by electronic exchange of executed documents at 10:00 a.m. (Pacific time) on the date which is three Business Days after the date on which all conditions set forth in Article VIII shall have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or, if permissible, waiver of such conditions at the Closing). The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date." At the Closing, the parties hereto shall cause the Initial Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL (the time of such filing, or such later time as may be agreed in writing by Merger Sub I and the Company and specified in the Initial Certificate of Merger, but in any event at least one day after the Domestication, being the "Initial Effective Time"). Immediately following the Initial Effective Time, the parties hereto shall cause the Final Certificate of Merger to be filed with the Secretary of State of the State of Delaware in such form as is required by, and executed in accordance with, the relevant provisions of the Delaware Laws (the time of such filing, or such later time as may be agreed in writing by Merger Sub II and the Company (or the Initial Surviving Corporation) and specified in the Final Certificate of Merger, but in any event at least one day after the Domestication, being the "Final Effective Time"). As soon as practicable on or after the Closing Date, the parties hereto (or any such successors to the Mergers, as applicable) shall make any and all other filings or recordings required under the Delaware Laws.

SECTION 2.06 Effects of the Mergers. At the Initial Effective Time and the Final Effective Time, respectively, the effects of the Mergers shall be as set forth in this Agreement, the Certificates of Merger and in the relevant provisions of the Delaware Laws. Without limiting the generality of the foregoing, and subject thereto, (a) at the Initial Effective Time, all the property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub I shall vest in the Initial Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub I shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Initial Surviving Corporation and (b) at the Final Effective Time, all the property, rights, privileges, immunities, powers, franchises, licenses and authority of the Initial Surviving Corporation and Merger Sub II shall vest in the Final Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Initial Surviving Corporation and Merger Sub II shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Final Surviving Company.

SECTION 2.07 Governing Documents.

(a) At the Initial Effective Time, by virtue of the Initial Merger and without any further action on the part of Merger Sub I or the Company, the certificate of incorporation of Merger Sub I, as in effect immediately prior to the Initial Effective Time, shall become the certificate of incorporation of the Initial Surviving Corporation and shall be the certificate of incorporation of the Initial Surviving Corporation until thereafter amended in accordance with its terms and the DGCL, except that the name of the Initial Surviving Corporation reflected therein shall be "Grove Collaborative, Inc." At the Final Effective Time, by virtue of the Final Merger and without any further action on the part of Merger Sub II or the Initial Surviving Corporation, the certificate of formation of Merger Sub II, as in effect immediately prior to the Final Effective Time, shall become the certificate of formation of the Final Surviving Company and shall be the certificate of formation of the Final Surviving Company until thereafter amended in accordance with its terms and the DLLCA, except that the name of the Final Surviving Company reflected therein shall be "Grove Collaborative, LLC."

(b) At the Initial Effective Time, by virtue of the Initial Merger and without any further action on the part of Merger Sub I or the Company, the bylaws of Merger Sub I, as in effect immediately prior to the Initial Effective Time, shall become the bylaws of the Initial Surviving Corporation and shall be the bylaws of the Initial Surviving Corporation until thereafter amended in accordance with their terms, the certificate of incorporation of the Initial Surviving Corporation and the DGCL, except that the name of the Initial Surviving Corporation reflected therein shall be "Grove Collaborative, Inc." At the Final Effective Time, by virtue of the Final Merger and without any further action on the part of Merger Sub II or the Initial Surviving Corporation, the limited liability company agreement of Merger Sub II, as in effect immediately prior to the Final Effective Time, shall become the limited liability company agreement of the Final Surviving Company and shall be the limited liability company agreement of the Final Surviving Company until thereafter amended in accordance with its terms, the certificate of formation of the Final Surviving Company and the DLLCA, except that the name of the Final Surviving Company reflected therein shall be "Grove Collaborative, LLC."

SECTION 2.08 Directors and Officers.

(a) Each of the parties hereto shall take all such action within its power as may be necessary or appropriate such that, effective as of the Final Effective Time, the initial officers of the Final Surviving Company shall be the individuals set forth on Section 2.08(a) of the Company Disclosure Schedules under the caption "Officers", with each such individual holding the title set forth opposite his or her name on Section 2.08(a) of the Company Disclosure Schedules. Parent and the Company may mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed by either Parent or the Company) to replace any such individual set forth on Section 2.08(a) of the Company Disclosure Schedules in accordance with this Section 2.08(a) with any individual.

(b) Each of the parties hereto shall take all such action within its power as may be necessary or appropriate such that effective as of the Final Effective Time: (1) the Board of Directors of Newco (the "Newco Board") shall consist of nine (9) directors; (2) the initial members of the Newco Board are the individuals determined in accordance with Section 2.08(b)(i) and Section 2.08(b)(ii); (3) the initial members of the compensation committee, audit committee and nominating committee of the Newco Board are the individuals determined in accordance with Section 2.08(b)(iii); and (4) the officers of Newco are the individuals determined in accordance with Section 2.08(b)(iv).

(i) Parent shall promptly provide to the Company the name of one (1) person who shall be a Class III Director (as defined in the Newco Certificate of Incorporation) on the Newco Board effective as of the Closing. Parent may, with the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), replace such individual with any other individual prior to the effectiveness of the Registration Statement with the SEC by providing the Company with notice of such replacement individual. Notwithstanding the foregoing, the individual designated to the Newco Board pursuant to this Section 2.08(b)(i) must be an Independent Director.

(ii) The Company shall promptly provide to Parent a list of eight (8) persons who shall be directors on the Newco Board effective as of the Closing. The Company may, with the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), replace any such individual with any other individual prior to the effectiveness of the Registration Statement with the SEC by amending such list to include such replacement individual.

(iii) Parent and the Company shall mutually agree (such agreement not to be unreasonably withheld, conditioned, or delayed by either the Company or Parent) on the directors to be appointed to the audit, compensation and nominating committees of the Newco Board prior to the filing of the Registration Statement with the SEC.

(iv) The persons identified on Section 2.08(b)(iv) of the Company Disclosure Schedules under the caption "Newco Executive Officers" shall be the officers of Newco immediately after the Final Effective Time, with each such individual holding the title set forth opposite his or her name on Section 2.08(b)(iv) of the Company

Disclosure Schedules. Parent and the Company may mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed by either Parent or the Company) to replace any individual set forth on Section 2.08(b)(iv) of the Company Disclosure Schedules in accordance with this Section 2.08(b)(iv) with any individual prior to the filing of the Registration Statement with the SEC by delivering written notice to such other party designating the replacement individual.

SECTION 2.09 Withholding Rights. Notwithstanding anything to the contrary contained in this Agreement, Parent, Newco, the Initial Surviving Corporation, the Final Surviving Company and the Exchange Agent and each of their Affiliates shall be entitled to deduct and withhold from any payments required to be made pursuant to this Agreement or any Ancillary Agreement including in respect of delivery of the Earnout Shares, such amounts as are required to be deducted or withheld from such payments under the Code or any provision of applicable Law; provided, however, that the relevant payor will (a) use commercially reasonable efforts to provide the Company with written notice at least five (5) Business Days prior to any such deduction or withholding (other than deductions or withholdings with respect to amounts treated as compensation for applicable Tax purposes or the failure of the Company to provide the certification required under Section 8.02(g)), (b) consider in good faith any claim by the Company that such deduction or withholding is not required or should be imposed at a reduced rate and (c) cooperate with the Company in good faith to minimize, to the extent permissible under applicable Law, the amount of any such deduction or withholding, including by cooperating with the submission of any certificates or forms to establish an exemption from, reduction in, or refund of any such deduction or withholding. To the extent that amounts are so withheld and paid over to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to such person in respect of which such deduction and withholding was made.

SECTION 2.10 Taking of Necessary Action; Further Action. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of

this Agreement and to vest the Final 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 the Company, the officers of the Final Surviving Company are fully authorized in the name and on behalf of the Company, to take all lawful action necessary or desirable to accomplish such purpose or acts, so long as such action is not inconsistent with this Agreement.

ARTICLE III

CONVERSION OF SECURITIES; MERGER CONSIDERATION

SECTION 3.01 Conversion of Securities.

(a) At the Initial Effective Time, by virtue of the Initial Merger and without any action on the part of Newco, Parent, Merger Sub I, Merger Sub II, the Company or the holders of any of the following securities:

(i) each share of Company Preferred Stock that is issued and outstanding immediately prior to the Initial Effective Time, other than any share referred

to in Section 3.01(a)(iii) and any Dissenting Shares, shall be canceled and automatically converted into the right to receive, without interest, (A) the applicable portion of the Closing Payment Shares for such share of Company Preferred Stock in accordance with the Exchange Ratio, calculated on an as-converted to shares of Company Common Stock basis, and (B) a number of Earnout Shares in accordance with Section 3.06 and Annex I, subject to the vesting and forfeiture provisions provided for in Annex I;

(ii) each share of Company Common Stock (other than the Backstop Tranche 1 Shares) that is issued and outstanding immediately prior to the Initial Effective Time, other than any share referred to in Section 3.01(a)(iii) and any Dissenting Shares, shall be canceled and automatically converted into the right to receive, without interest, (A) the applicable portion of the Closing Payment Shares for such share of Company Common Stock in accordance with the Exchange Ratio and (B) a number of Earnout Shares in accordance with Section 3.06 and Annex I, subject to the vesting and forfeiture provisions provided for inAnnex I;

(iii) each share of Company Capital Stock held in the treasury of the Company shall be canceled and extinguished without any conversion thereof and no payment or distribution shall be made with respect thereto;

(iv) each share of Merger Sub I Common Stock that is issued and outstanding immediately prior to the Initial Effective Time shall be converted into and become one (1) share of common stock of the Initial Surviving Corporation, par value $0.01 per share (and the shares of the Initial Surviving Corporation into which the shares of Merger Sub I Common Stock are so converted shall be the only shares of the Initial Surviving Corporation's capital stock that are issued and outstanding immediately after the Initial Effective Time);

(v) each Company Option that is outstanding immediately prior to the Initial Effective Time shall be assumed by Newco and converted into (A) an option to purchase shares of Newco Class B Common Stock (each, a "Converted Option"), provided that the assumption and conversion of any such Company Options that are incentive stock options under Section 422 of the Code will be effected in a manner that is intended to be consistent with the applicable requirements of Section 424 of the Code and the applicable regulations promulgated thereunder, and (B) a number of Earnout Shares in accordance with Section 3.06 and Annex I, subject to the vesting and forfeiture provisions provided for in Annex I. Each Converted Option will have and be subject to the same terms and conditions (including vesting and exercisability terms) as were applicable to such Company Option immediately before the Initial Effective Time, except that (1) each Converted Option will be exercisable for that number of shares of Newco Class B Common Stock equal to the product (rounded down to the nearest whole number) of (x) the number of shares of Company Common Stock subject to the Company Option immediately before the Initial Effective Time and (y) the Exchange Ratio; and (2) the per share exercise price for each share of Newco Class B Common Stock issuable upon exercise of the Converted Option will be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing (x) the exercise price per share of Company Common Stock of such Company Option immediately before the Initial Effective Time by (y) the Exchange Ratio; provided,

however, that the exercise price and the number of shares of Newco Class B Common Stock purchasable under each Converted Option will be determined in a manner consistent with the requirements of Section 409A of the Code and the applicable regulations promulgated thereunder;

(vi) each award of Company RSUs that is outstanding immediately prior to the Initial Effective Time shall be assumed by Newco and converted into (A) an award of restricted share units to acquire shares of Newco Class B Common Stock (each, a "Converted RSU Award"), and (B) a number of Earnout Shares in accordance with Section 3.06 and Annex I, subject to the vesting and forfeiture provisions provided for inAnnex I. Each Converted RSU Award will have and be subject to the same terms and conditions (including vesting and settlement terms) as were applicable to such award of Company RSUs immediately before the Initial Effective Time, except that each Converted RSU Award will represent the right to receive that number of shares of Newco Class B Common Stock equal to the product (rounded down to the nearest whole number) of (1) the number of shares of Company Common Stock subject to the Company RSUs immediately before the Initial Effective Time and (2) the Exchange Ratio;

(vii) each Company Warrant that is outstanding immediately prior to the Initial Effective Time (other than each Company Warrant set forth on Section 3.01(a)(vii) of the Company Disclosure Schedules) shall be assumed by Newco and converted into (A) a right to acquire shares of Newco Class B Common Stock (each, a "Converted Warrant"), and (B) a number of Earnout Shares in accordance withSection 3.06 and Annex I, subject to the vesting and forfeiture provisions provided for in Annex I. Each Converted Warrant will have and be subject to the same terms and conditions (including exercisability terms) as were applicable to such Company Warrant immediately before the Initial Effective Time, except that (1) each Converted Warrant will be exercisable for that number of shares of Newco Class B Common Stock equal to the product (rounded down to the nearest whole number) of (x) the number of shares of Company Common Stock subject to the Company Warrant immediately before the Initial Effective Time and (y) the Exchange Ratio; and (2) the per share exercise price for each share of Newco Class B Common Stock issuable upon exercise of the Converted Warrant will be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing (x) the exercise price per share of Company Common Stock of such Company Warrant immediately before the Initial Effective Time by (y) the Exchange Ratio; and

(viii) each Backstop Tranche 1 Share that is issued and outstanding immediately prior to the Initial Effective Time, other than any Dissenting Shares, shall be canceled and automatically converted into the right to receive, without interest, a number of shares of Newco Class B Common Stock equal to the Exchange Ratio (such shares, together, the "Closing Backstop Shares").

(b) In connection with the assumption of the Converted Options and Converted RSU Awards pursuant toSection 3.01(a), the Company and Parent shall cause Newco to assume the Company Equity Incentive Plan as of the Initial Effective Time. Prior to the Initial Effective Time, the Company shall deliver to each individual who holds Converted Options or Converted RSU Awards a notice, setting forth the effect of the Mergers on such Company optionholder's

Company Options or Company RSUs and describing the treatment of such equity awards in accordance with Section 3.01(a)(v) or 3.01(a)(vi), as applicable.

(c) At the Final Effective Time, by virtue of the Final Merger and without any action on the part of Newco, Parent, Merger Sub I, Merger Sub II, the Company or the holders of any of the following securities:

(i) each share of common stock of the Initial Surviving Corporation that is issued and outstanding immediately prior to the Final Effective Time shall be canceled and extinguished without any conversion or payment in respect thereof; and

(ii) the Merger Sub II Membership Interests that are issued and outstanding immediately prior to the Final Effective Time shall be converted into and become all of the membership interests of the Final Surviving Company (and the membership interests of the Final Surviving Company into which the Merger Sub II Membership Interests are so converted shall be the only membership interests of the Final Surviving Company that are issued and outstanding immediately after the Final Effective Time).

SECTION 3.02 Exchange of Company Securities**.**

(a) Exchange Agent. On the Closing Date, Newco shall deposit, or shall cause to be deposited, with a bank or trust company that shall be designated by Parent and that is reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the holders of Company Securities, for exchange in accordance with this Article III, an instrument or instruments representing the number of shares of Closing Payment Shares, the Earnout Shares and the Closing Backstop Shares issuable by Parent pursuant to Section 3.01 (collectively, the "Exchange Fund"). As promptly as practicable after the Final Effective Time, Newco shall cause the Exchange Agent, pursuant to irrevocable instructions, to pay the Merger Consideration out of the Exchange Fund in accordance with the Merger Payment Schedule and the other applicable provisions contained in this Agreement. The Exchange Fund shall not be used for any other purpose.

(b) Exchange Procedures. As soon as practicable following the Final Effective Time, and in any event within two (2) Business Days following the Final Effective Time (but in no event prior to the Final Effective Time), Newco shall cause the Exchange Agent to deliver to each holder of Company Securities (including shares of Company Common Stock resulting from the conversion of shares of Company Preferred Stock), in each case, as of immediately prior to the Initial Effective Time, represented by book-entry, the Merger Consideration in accordance with the provisions of Section 3.01 and the shares of Company Common Stock and the Company Warrants (other than the Converted Warrants) shall forthwith be cancelled.

(c) Surrender. The Merger Consideration payable upon conversion of shares of Company Common Stock (including shares of Company Common Stock resulting from the conversion of shares of Company Preferred Stock) and the Converted Warrants as applicable, in accordance with the terms hereof shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such shares of Company Common Stock and such Converted Warrants.

(d) Adjustments to Merger Consideration. The Merger Consideration shall be adjusted to reflect appropriately the effect of any share or stock split, reverse share or stock split, share or stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Ordinary Shares or shares of Newco Common Stock, as applicable, occurring on or after the Signing Date and prior to the Initial Effective Time.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of Company Securities for one (1) year after the Initial Effective Time shall be delivered to Newco, upon demand, and any holders of Company Securities who have not theretofore complied with this Section 3.02 shall thereafter look only to Newco for the Merger Consideration. Any portion of the Exchange Fund remaining unclaimed by holders of Company Securities as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of Newco free and clear of any claims or interest of any person previously entitled thereto.

(f) No Liability. None of the Exchange Agent, Newco or the Final Surviving Company shall be liable to any holder of Company Securities (including shares of Company Common Stock resulting from the conversion of shares of Company Preferred Stock) for any Merger Consideration delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 3.02.

(g) Fractional Shares. No certificates or scrip or shares representing fractional shares of Newco Common Stock shall be issued upon the exchange of Company Securities and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a stockholder of Parent or a holder of shares of Newco Common Stock. In lieu of any fractional share of Newco Common Stock to which any holder of Company Securities would otherwise be entitled, the Exchange Agent shall round up or down to the nearest whole share of Newco Common Stock, as applicable, with a fraction of 0.5 and greater rounded up. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

(h) Merger Payment Schedule. At least five (5) Business Days prior to the Closing Date, the Company shall deliver to Parent and the Exchange Agent a schedule (the "Merger Payment Schedule") showing (i) the percentage allocation of the Merger Consideration to each of the holders of Company Securities at the Closing, as well as the corresponding number of shares of Newco Class B Common Stock to be issued to such holders of Company Securities pursuant to Section 3.02(b), and (ii) the number of shares of Newco Class B Common Stock issuable to holders of unvested Company Options, unvested Company RSUs and Company Warrants upon their exercise of a Converted Option, Converted RSU Award or Converted Warrant, as applicable, pursuant to Section 3.01(b).

SECTION 3.03 Stock Transfer Books.

(a) At the Initial Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company Capital Stock thereafter on the records of the Company. From and after the Initial Effective Time, the holders of shares of Company Capital Stock outstanding immediately prior to the Initial Effective Time

shall cease to have any rights with respect to such shares of Company Capital Stock, except as otherwise provided in this Agreement or by Law.

(b) At the Final Effective Time, the stock transfer books of the Initial Surviving Corporation shall be closed and there shall be no further registration of transfers of shares of common stock of the Initial Surviving Corporation on the records of the Initial Surviving Corporation or the Final Surviving Company. From and after the Final Effective Time, the holders of shares of common stock of the Initial Surviving Corporation outstanding immediately prior to the Final Effective Time shall cease to have any rights with respect to such shares of common stock of the Initial Surviving Corporation or with respect to the membership interests of the Final Surviving Company, except the right to receive the Merger Consideration into which such Initial Surviving Corporation common stock shall have been converted in the Initial Merger.

SECTION 3.04 Payment of Expenses.

(a) No sooner than five (5) nor later than two (2) Business Days prior to the Closing Date, the Company shall provide to Parent a written report setting forth a list of all outstanding and unpaid Company Transaction Expenses (together with written invoices and wire transfer instructions for the payment thereof) (collectively, the

"Outstanding Company Transaction Expenses"). On the Closing Date, following the Closing, Parent shall pay or cause the Final Surviving Company to pay, by wire transfer of immediately available funds, all such Outstanding Company Transaction Expenses.

(b) No sooner than five (5) nor later than two (2) Business Days prior to the Closing Date, Parent shall provide to the Company a written report setting forth a list of all outstanding and unpaid Parent Transaction Expenses (together with written invoices and wire transfer instructions for the payment thereof) (collectively, the "Outstanding Parent Transaction Expenses" and, together with the Outstanding Company Transaction Expenses, the "Outstanding Transaction Expenses"). On the Closing Date, Parent shall pay or cause to be paid, by wire transfer of immediately available funds, all such Outstanding Parent Transaction Expenses.

SECTION 3.05 Appraisal and Dissenters' Rights**.**

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the DGCL, shares of Company Capital Stock that are outstanding immediately prior to the Initial Effective Time and that are held by stockholders of the Company who shall have demanded properly in writing appraisal for such shares of Company Capital Stock in accordance with Section 262 of the DGCL and otherwise complied with all of the provisions of the DGCL relevant to the exercise and perfection of appraisal rights (collectively, the "Dissenting Shares") shall not be converted into, and such stockholders shall have no right to receive, the Merger Consideration unless and until such stockholder fails to perfect or withdraws or otherwise loses his, her or its rights to appraisal of such shares of Company Capital Stock under Section 262 of the DGCL. Any stockholder of the Company who fails to perfect or who effectively withdraws or otherwise loses his, her or its appraisal rights under Section 262 of the DGCL shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Initial Effective Time, the right to receive the Merger Consideration, without any interest thereon.

(b) Prior to the Closing, the Company shall give Parent (i) prompt notice of any demands for appraisal or, to the extent applicable, demands for dissenters' rights received by the Company and any withdrawals or attempted withdrawals of such demands, and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL. The Company shall not, except with the prior written consent of Parent (which consent shall not be unreasonably withheld), make any payment with respect to any demands for appraisal or demands for dissenters' rights or offer to settle or settle any such demands.

SECTION 3.06 Earnout Shares. At the Final Effective Time, Newco will issue to each holder of Company Securities (other than the Backstop Tranche 1 Shares) as of immediately prior to the Initial Effective Time each such holder's pro rata share (based on the percentage of the total number of shares of Company Common Stock attributable to such holder as of immediately prior to the Initial Effective Time, including due to conversion of Company Preferred Stock and unexpired, issued and outstanding Company Options, Company RSUs and Company Warrants, expressed on a fully diluted and as-converted to shares of Company Common Stock basis) of 14,000,000 restricted shares of Newco Class B Common Stock which shall be subject to the vesting and forfeiture provisions provided for in Annex I (collectively, the "Earnout Shares"), which Earnout Shares shall otherwise be fully paid and free and clear of all Liens other than applicable securities Law restrictions. Notwithstanding the foregoing, the issuance of the Earnout Shares shall be subject to withholding pursuant to Section 2.09.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule delivered by the Company to Parent and Merger Sub I on the Signing Date in connection with this Agreement (the "Company Disclosure Schedule") (subject to Section 10.10), the Company represented and warranted to Parent and Merger Sub I as of the Signing Date (or as of such other date as may be referenced herein if prior to the Signing Date) and the Company represents and warrants to Parent and the Merger Subs those representations set forth in Section 4.04 as of the date hereof, as follows:

SECTION 4.01 Organization and Qualification; Subsidiaries.

(a) The Company and each Subsidiary of the Company (each a "Company Subsidiary"), is a corporation, company or other organization duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate or other organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company and each Company Subsidiary is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that would not have or would not reasonably be expected to have a Company Material Adverse Effect.

(b) There are no Company Subsidiaries. The Company does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or

exercisable for any equity or similar interest in, any other corporation, partnership, joint venture or business association or other entity.

SECTION 4.02 Certificate of Incorporation and Bylaws. The Company has prior to the Signing Date made available to Parent in the Virtual Data Room complete and correct copies of the Company Organizational Documents and the certificate of incorporation and the bylaws or equivalent organizational documents, each as amended, restated or otherwise modified to the Signing Date, of each Company Subsidiary. Such certificates of incorporation, bylaws or equivalent organizational documents are in full force and effect. Neither the Company nor any Company Subsidiary is in violation of any of the provisions of its certificate of incorporation, bylaws or equivalent organizational documents.

SECTION 4.03 Capitalization.

(a) As of December 6, 2021, the authorized capital stock of the Company consists of:

(i) 165,000,000 shares of Company Common Stock, 7,875,533 shares of which are issued and outstanding (not taking into account Company Options exercised but not fully settled as of December 6, 2021).

(ii) 98,234,236 shares of preferred stock, par value $0.0001, (A) 8,242,152 shares of which have been designated Series Seed Preferred Stock (the "Company Series Seed Preferred Stock"), 8,242,152 shares of which are issued and outstanding, (B) 12,015,184 shares of which have been designated Series A Preferred Stock (the "Company Series A Preferred Stock"), 11,963,567 shares of which are issued and outstanding, (C) 10,789,890 shares of which have been designated Series B Preferred Stock (the "Company Series B Preferred Stock"), 10,682,797 shares of which are issued and outstanding, (D) 13,295,062 shares of which have been designated Series C Preferred Stock (the "Company Series C Preferred Stock"), 13,030,922 shares of which are issued and outstanding, (E) 7,273,640 shares of which have been designated Series C-1 Preferred Stock (the "Company Series C-1 Preferred Stock"), 7,273,640 shares of which are issued and outstanding, (F) 17,173,437 shares of which have been designated Series D Preferred Stock (the "Company Series D Preferred Stock"), 16,973,394 shares of which are issued and outstanding, (G) 4,518,724 shares of which have been designated Series D-1 Preferred Stock (the "Company Series D-1 Preferred Stock"), 4,518,724 shares of which are issued and outstanding, (H) 12,373,174 shares of which have been designated Series D-2 Preferred Stock (the "Company Series D-2 Preferred Stock"), 12,373,174

shares of which are issued and outstanding, and (I) 12,552,973 shares of which have been designated Company Series E Preferred Stock (the "Company Series E Preferred Stock" and, together with the Company Series Seed Preferred Stock, the Company Series A Preferred Stock, the Company Series B Preferred Stock, the Company Series C Preferred Stock, the Company Series C-1 Preferred Stock, the Company Series D Preferred Stock, the Company Series D-1 Preferred Stock and the Company Series D-2 Preferred Stock, the "Company Preferred Stock"), 12,552,973 shares of which are issued and outstanding.

(iii) The Company has reserved 31,745,219 shares of Company Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to the Company Equity Incentive Plan. Of such reserved shares of Company Common Stock, (A) 5,524,087 shares have been issued pursuant to the exercise of Company Options and/or the vesting of Company RSUs, (B) the right to purchase 25,383,355 shares have been granted pursuant to outstanding Company Options or Company RSUs, and (C) 837,777 shares remain available for issuance to officers, directors, employees and consultants pursuant to awards to be granted under the Company Equity Incentive Plan (in each case, not taking into account Company Options exercised but not fully settled as of December 6, 2021).

(iv) The Company has issued (A) Common Stock Warrants convertible into 585,321 shares of Company Common Stock (the "Company Common Stock Warrants"), (B) Series A Preferred Stock Warrants convertible into 51,617 shares of Series A Preferred Stock (the "Company Series A Preferred Stock Warrants"), (C) Series B Preferred Stock Warrants convertible into 107,093 shares of Series B Preferred Stock (the "Company Series B Preferred Stock Warrants"), (D) Series C Preferred Stock Warrants convertible into 264,140 shares of Series C Preferred Stock (the "Company Series C Preferred Stock Warrants") and (E) Series D Preferred Stock Warrants convertible into 200,043 shares of Series D Preferred Stock (the "Company Series D Preferred Stock Warrants" and, together with the Company Common Stock Warrants, the Company Series A Preferred Stock Warrants, the Company Series B Preferred Stock Warrants and the Company Series C Preferred Stock Warrants, the "Company Warrants").

(b) Except for conversion privileges of the Company Preferred Stock set forth in the Company Organizational Documents, the rights provided in Section 4 of the Investors' Rights Agreement, the Company Options and the Company RSUs issued pursuant to the Company Equity Incentive Plan, the Company Warrants or as set forth on Section 4.03(b) of the Company Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, arrangements or commitments of any character relating to the issued or unissued Company Capital Stock or the capital stock of any Company Subsidiary or obligating the Company or any Company Subsidiary to issue or sell any shares of, or other equity or voting interests in, or any securities convertible into or exchangeable or exercisable for shares or other equity or other voting interests in, the Company or any Company Subsidiary.

(c) As of the Signing Date, except as set forth onSection 4.03(c) of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary is a party to, or otherwise bound by, and neither the Company nor any Company Subsidiary has granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares, or other securities or ownership interests in, the Company or any Company Subsidiary. Except as set forth on Section 4.03(c) of the Company Disclosure Schedule, there are no voting trusts, voting agreements, proxies, stockholder agreements or other agreements to which the Company or any

Company Subsidiary is a party, or to the Company's knowledge, among any holder of shares of Company Capital Stock or any other equity interests or other securities of the Company or any Company Subsidiary to which the Company or any Company Subsidiary is not a party, with respect to the voting or transfer of the shares of Company Capital Stock or any of the equity interests or other securities of the Company or any of the Company Subsidiaries.

(d) Section 4.03(d) of the Company Disclosure Schedule sets forth the following information with respect to each Company Share Award outstanding as of December 6, 2021 (not taking into account Company Options exercised but not fully settled as of December 6, 2021), if applicable: (i) the name of the Company Share Award recipient; (ii) the number of shares of the Company outstanding with respect to such Company Share Award; (iii) the exercise or purchase price of such Company Share Award; (iv) the date on which such Company Share Award was granted; and (v) the date on which such Company Share Award expires. The Company has made available to Parent in the Virtual Data Room an accurate and complete copy of the Company Equity Incentive Plan and all forms of award agreements evidencing all outstanding Company Share Awards. No Company Option was granted with an exercise price per share less than the fair market value of the underlying Company Common Stock as of the date such Company Option was granted. All shares of Company Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable.

(e) There are no outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any Company Capital Stock or any capital stock of any Company Subsidiary or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any person.

(f) Except as set forth on Section 4.03(f) of the Company Disclosure Schedule, (i) there are no commitments or agreements of any character to which the Company is bound obligating the Company to accelerate the vesting of any Company Share Award or Company Option as a result of the Transactions, and (ii) all outstanding Company Share Awards and Company Options, and all outstanding shares of capital stock of each Company Subsidiary have been issued and granted in compliance with (A) all applicable securities Laws and other applicable Laws and (B) all preemptive rights and other requirements set forth in applicable Contracts to which the Company or any Company Subsidiary is a party and the Company Organizational Documents and the organizational documents of the Company Subsidiaries, as applicable.

(g) Except for the Company Capital Stock held by the stockholders of the Company and the Company Share Awards or as set forth on Section 4.03(g) of the Company Disclosure Schedule, no shares or other equity or voting interest of the Company, or options, warrants or other rights to acquire any such shares or other equity or voting interest, of the Company are authorized or issued or outstanding.

(h) All of the issued and outstanding shares of Company Capital Stock (A) have been duly authorized and validly issued in compliance with (i) applicable securities Laws and other applicable Laws, (ii) the Company Organizational Documents and (iii) any preemptive rights, rights of first refusal and other similar requirements set forth in applicable Contracts to which the Company or any Company Subsidiary is a party, (B) are fully paid and nonassessable, (C) are not subject to any preemptive rights, rights of first refusal or other similar requirements and (D) are held free and clear of all Liens and other restrictions (including any restriction on the right to vote,

sell or otherwise dispose of such Company Capital Stock), other than generally applicable transfer restrictions imposed by applicable securities Laws.Section 4.03(h) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of December 6, 2021, of the issued and outstanding shares of Company Capital Stock, and the holders thereof.

SECTION 4.04 Authority Relative to this Agreement. The Company has all necessary corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party, to perform its obligations hereunder and thereunder and, subject to receiving the Company Stockholder Approval, to consummate the Transactions. The execution and delivery of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by the Company and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or any Ancillary Agreement to which it is a party or to consummate the Transactions (other than, with respect to the Mergers, the Company Stockholder Approval, which the Written Consent shall satisfy, and the filing and recordation of appropriate merger documents

as required by the DGCL). This Agreement and each Ancillary Agreement to which the Company is (or is specified to be) a party has been or will be (upon execution and delivery) duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto or thereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and subject, as to enforceability, by general equitable principles (the "Remedies Exceptions"). The Company Board has approved this Agreement, the Mergers and the other Transactions. To the knowledge of the Company, no other state takeover Law is applicable to the Mergers or the other Transactions.

SECTION 4.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by the Company, does not, and, subject to receipt of the filing and recordation of appropriate merger documents as required by the DGCL, the Written Consent and evidence of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions set forth on Section 4.05(b) of the Company Disclosure Schedule or otherwise contemplated by Section 4.05(b) being made, obtained or given, the consummation of the Transactions and the performance of this Agreement and each Ancillary Agreement to which it is a party by the Company will not (i) conflict with or violate the Company Organizational Documents or the certificate of incorporation or bylaws or any equivalent organizational documents of any Company Subsidiary, (ii) conflict with or violate any United States or non-United States statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order ("Law") applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected, (iii) result in any breach of or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, result in the loss of any right under, or give to others any right of termination, amendment, acceleration or cancellation of, or constitute an event which, after notice or lapse of time or both, would reasonably be expected to result in any such violation, breach or termination,

in any case, pursuant to, any Material Contract or (iv) result in the creation of a Lien (other than any Permitted Lien) on any property or asset of the Company or any Company Subsidiary, or constitute an event which, with or without notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien or result in a violation or revocation of any required license, Company Permit or approval from any Governmental Authority or other Person, except, with respect to clauses (ii), (iii) and (iv), for any such conflicts, violations, breaches, defaults or other occurrences that would not have or would not reasonably be expected to have a Company Material Adverse Effect.

(b) The execution and delivery of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by the Company does not, and the performance of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by the Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any United States federal, state, county or local or non-United States government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body or any self-regulatory organization or arbitral body (public or private) (each, a "Governmental Authority"), except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, state securities or "blue sky" Laws ("Blue Sky Laws") and state takeover Laws, the pre-merger notification requirements of the HSR Act, and the filing of the Merger Certificates in accordance with the DGCL, and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not be or would not reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.06 Permits; Compliance. Each of the Company and the Company Subsidiaries is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, clearances, certificates, approvals and orders necessary under applicable Law and necessary for each of the Company or such Company Subsidiary to own, lease and operate its properties or to carry on its business as it is now being conducted (the "Company Permits"), except where the failure to have such Company Permits would not have or would not reasonably be expected to have a Company Material Adverse Effect. Each Company Permit is in full force and effect in accordance with its terms and no suspension, revocation, cancellation, withdrawal, adverse modification or termination of any of the Company Permits is pending or has been threatened in writing or, to the knowledge of the Company, orally. Neither the Company nor any Company Subsidiary is, nor at any time since the Reference Date has the Company or any Company Subsidiary been, in conflict with, or in default, breach or violation of, (a) any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected, or (b) any Material Contract or Company Permit, except, in each case, for any such conflicts, defaults, breaches or violations that would not be or would not reasonably be expected to be, individually or in the aggregate, material to the Company. Since the Reference Date, (i) none of the Company or any of the Company Subsidiaries has been subjected to, or received any notification from, any Governmental Authority of a violation of any applicable Law or any investigation by a Governmental Authority for actual or alleged violation of any applicable Law, (ii) to the knowledge of the Company, no claims have been filed against the Company or any of the Company Subsidiaries with any Governmental Authority alleging any failure by the Company or any of the Company Subsidiaries to comply with any applicable Law, and (iii) none of the Company nor any

of the Company Subsidiaries has made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any applicable Law, in the case of clauses (i) through (iii), except as would not, or would not reasonably be expected to, be material to the Company and the Company Subsidiaries, taken as a whole.

SECTION 4.07 Financial Statements; Records.

(a) Correct and complete copies of the audited consolidated balance sheet, income statement, stockholders' equity and cash flows as of and for the fiscal year ended December 31, 2020 of the Company and the Company Subsidiaries (collectively, the "Audited Financial Statements"), which contain an unqualified report of the Company's auditors, are attached as Section 4.07(a) of the Company Disclosure Schedule. Each of the Audited Financial Statements (including the notes thereto) (i) was prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly presents, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of and at the date thereof and for the period indicated therein, except as otherwise noted therein.

(b) The Company has made available to Parent in the Virtual Data Room true and complete copies of the unaudited consolidated balance sheet and income statement of the Company and the Company Subsidiaries as of and for the nine (9) month period ended September 30, 2021 (the "Interim Financial Statements Date") (collectively, the "Interim Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"), which are attached as Section 4.07(b) of the Company Disclosure Schedule. The Interim Financial Statements were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except for the omission of footnotes and subject to normal and recurring year-end adjustments that are not material) and fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the Interim Financial Statements Date and for the period indicated therein, except as otherwise noted therein and subject to normal and recurring year-end adjustments that are not material.

(c) Except as and to the extent reflected or reserved for on the balance sheet of the Company included in the Interim Financial Statements, neither the Company nor any Company Subsidiary has any liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with GAAP, except for: (i) liabilities that were incurred in the Ordinary Course of Business since the Interim Financial Statements Date (none of which results from, arises out of or was caused by any tortious conduct, breach of Contract, or infringement or violation of applicable Law), (ii) obligations for future performance under any Contract to which the Company or any Company Subsidiary is a party or (iii) such other liabilities and obligations which are not material to the Company. Neither the Company nor any of the Company Subsidiaries has applied for or received any loan under the Paycheck Protection Program under the CARES Act.

(d) Since the Reference Date, (i) neither the Company nor any Company Subsidiary nor, to the Company's knowledge, any director, officer, employee, auditor, accountant or Representative of the Company or any Company Subsidiary, has received or otherwise had or

obtained knowledge of any complaint, allegation, assertion or claim, whether written or, to the knowledge of the Company, oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls, including any such complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices and (ii) there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the Company's chief executive officer, chief financial officer, general counsel, the Company Board or any committee thereof.

(e) To the knowledge of the Company, no employee of the Company or any Company Subsidiary 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. None of the Company, any Company Subsidiary or, to the knowledge of the Company, any officer, employee, contractor, subcontractor or agent of the Company or any Company Subsidiary, has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the Company or any Company Subsidiary in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. sec. 1514A(a).

(f) The Audited Financial Statements, when issued, will have been audited in accordance with PCAOB auditing standards by a PCAOB-qualified auditor that was independent under Rule 2-01 of Regulation S-X under the Securities Act.

(g) The systems of internal accounting controls maintained by the Company and the Company Subsidiaries are designed to provide reasonable assurance that: (i)transactions are executed in accordance with management's general or specific authorization; (ii)transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; and (iii)material information is communicated to management as appropriate.

(h) Neither the Company nor any of the Company Subsidiaries is a party to, or is subject to any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of the Company Subsidiaries, on the one hand, and any unconsolidated Affiliate, on the other hand), including any structured finance, special purpose or limited purpose entity or Person, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Securities Act), in each case, where the result, purpose or effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of the Company Subsidiaries in the Financial Statements.

SECTION 4.08 Absence of Certain Changes or Events. Since December 31, 2020 through the Signing Date, except as otherwise reflected in the Interim Financial Statements, (a) the Company and the Company Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business, (b) neither the Company nor any Company Subsidiary has sold, assigned, transferred, licensed, sublicensed, terminated, failed to take any action reasonably necessary to maintain, enforce or protect, created or incurred any Lien (other

than a Permitted Lien), permitted to lapse, abandoned, or otherwise disposed of any right, title or interest in or to any of their respective material assets (including Company Owned IP, other than revocable, non-exclusive licenses or sublicenses of Company Owned IP granted in the Ordinary Course of Business) or agreed to do any of the foregoing, (c) there has not been a Company Material Adverse Effect, and (d) neither the Company nor any Company Subsidiary has taken (or failed to take) any action that, if taken (or failed to be taken) after the Signing Date, would constitute a breach of any of the covenants set forth in Section 6.01.

SECTION 4.09 Absence of Litigation. Since the Reference Date, there have not been any, and there are currently no, (x) Actions (other than investigations) or (y) to the knowledge of the Company, investigations, in each case, pending or, to the knowledge of the Company, threatened, against the Company or any Company Subsidiary, or any property or asset of the Company or any Company Subsidiary, that would be material to the Company and the Company Subsidiaries, taken as a whole or that challenge or seek to prevent or enjoin the Transactions. Since the Reference Date, neither the Company nor any Company Subsidiary nor any material property or asset of the Company or any Company Subsidiary has been subject to any order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

SECTION 4.10 Employee Benefit Plans.

(a) Section 4.10(a) of the Company Disclosure Schedule lists, as of the Signing Date, all material Employee Benefit Plans that are maintained, contributed to, required to be contributed to, or sponsored by the Company or any Company Subsidiary for the benefit of any current or former employee, officer, director or consultant of the Company or any Company Subsidiary, or under which the Company or any Company Subsidiary has or could incur any liability (contingent or otherwise) (collectively, the "Plans").

(b) With respect to each Plan, the Company has made available to Parent in the Virtual Data Room, if applicable (i) a true and complete copy of the current plan document and all amendments thereto and each trust or other funding arrangement, (ii) copies of the most recent summary plan description and any summaries of material modifications, (iii) a copy of the 2020 filed Internal Revenue Service ("IRS") Form 5500 annual report and accompanying schedules (or, if not yet filed, the most recent draft thereof), (iv) copies of the most recently received IRS determination, opinion or advisory letter, and (v) any material, non-routine correspondence from any Governmental Authority with respect to any Plan since the Reference Date. As of the Signing Date, neither the Company nor any Company Subsidiary has any express commitment to materially modify or change or terminate any Plan, other than with respect to a modification, change or termination required by ERISA or the Code, or other applicable Law, or adopt any benefit plan that would be a Plan if adopted as of the Signing Date.

(c) None of the Plans is or has been, nor does the Company, any Company Subsidiary or any ERISA Affiliate have or reasonably expect to have any liability or obligation with respect to, (i) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) subject to Section 412 of the Code or Title IV of ERISA, (iii) a multiple employer plan

subject to Section 413(c) of the Code, or (iv) a multiple employer welfare arrangement under ERISA. For purposes of this Agreement, "ERISA Affiliate" means any entity that together with the Company or any Company Subsidiary would be deemed a "single employer" for purposes of Section 4001(b)(1) of ERISA or Sections 414(b), (c) or (m) of the Code.

(d) Neither the Company nor any Company Subsidiary is nor will be obligated, whether under any Plan or otherwise, to pay separation, severance, termination or similar benefits to any person directly as a result of any Transaction. Except as set forth on Section 4.10(d) of the Company Disclosure Schedule, the Transactions shall not (i) result in any forgiveness of indebtedness to any current or former employee, officer, director or consultant, (ii) result in any payment (e.g., golden parachute, bonus, commission, retention, transaction bonus or otherwise) becoming due to any current or former employee, officer, director or consultant, or (iii) result in the acceleration in the time of payment or vesting, or increase the amount, of any benefit or other compensation due to any individual. The Transactions shall not be the direct or indirect cause of any amount paid or payable by the Company or any Company Subsidiary being classified as an "excess parachute payment" under Section 280G of the Code.

(e) None of the Plans provides, nor does the Company nor any Company Subsidiary have or reasonably expect to have any obligation to provide, medical or other welfare benefits to any current or former employee, officer, director or consultant of the Company or any Company Subsidiary after termination of employment or service except as may be required under Section 4980B of the Code and Part 6 of Title I of ERISA and the regulations thereunder.

(f) Each Plan is and has been since the Reference Date in compliance, in all material respects, in accordance with its terms and the requirements of all applicable Laws including ERISA and the Code. The Company, each Company Subsidiary and their respective ERISA Affiliates have performed, in all material respects, all obligations required to be performed by them under, are not in any material respect in default under or in violation of, and have no knowledge of any default or violation in any material respect by any party to, any Plan. Currently and since the Reference Date, there is no Action pending or, to the knowledge of the Company, threatened with respect to any Plan (other than claims for benefits in the Ordinary Course of Business) and, to the knowledge of the Company, no fact or event exists that could reasonably be expected to give rise to any such Action. Currently and since the Reference Date, there is no audit, material inquiry, or similar proceeding pending or, to the knowledge of the Company, threatened by the Department of Labor, Internal Revenue Service, or any other Governmental Authority with respect to any Plan.

(g) Each Plan that is intended to be qualified under Section 401(a) of the Code has (i) received a favorable determination letter from the IRS which letter has the effect of affirming that the Plan is so qualified and each trust established in connection with such Plan is exempt from federal income Tax under Section 501(a) of the Code or (ii) is entitled to rely on a favorable opinion or advisory letter from the IRS, and to the knowledge of Company, no fact or event has occurred since the date of such determination or opinion letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Plan or the exempt status of any such trust.

(h) There has not been any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable events (within the meaning of Section 4043 of ERISA) with respect to any Plan. There have been no acts or omissions by the Company, any Company Subsidiary or any ERISA Affiliate that have given or could reasonably be expected to give rise to any material fines, penalties, Taxes or related charges under Sections 502 or 4071 of ERISA or Section 511 or Chapter 43 of the Code for which the Company, any Company Subsidiary or any ERISA Affiliate may be liable.

(i) All material contributions, premiums or payments required to be made with respect to any Plan have been timely made to the extent due or properly accrued on the consolidated financial statements of the Company and the Company Subsidiaries.

(j) The Company, each Company Subsidiary and each ERISA Affiliate has complied in all material respects with the notice and continuation coverage requirements, and all other requirements, of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and the regulations thereunder, with respect to each Plan that is, or was during any taxable year for which the statute of limitations on the assessment of federal income Taxes remains open, by consent or otherwise, a group health plan within the meaning of Section 5000(b)(1) of the Code.

(k) The Company, each Company Subsidiary and each Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (each, a "Health Plan") is and has been in compliance in all material respects with the Patient Protection and Affordable Care Act of 2010 ("PPACA"), and no event has occurred, and no condition or circumstance exists, that could reasonably be expected to subject the Company, any Company Subsidiary, any ERISA Affiliate or any Health Plan to any material liability for penalties or excise Taxes under Code Section 4980D or 4980H or any other provision of the PPACA.

(l) Each Plan that constitutes a nonqualified deferred compensation plan subject to Section 409A of the Code has been administered and operated, in all material respects, in compliance with the provisions of Section 409A of the Code and the Treasury Regulations thereunder. Except as would not result in material liability to the Company and the Company Subsidiaries, taken as a whole, none of the Company nor any of the Company Subsidiaries maintains an obligation 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.

SECTION 4.11 Labor and Employment Matters.

(a) The Company has, prior to the Signing Date, made available to Parent in the Virtual Data Room a correct and complete list of all employees of the Company and any Company Subsidiary as of the Signing Date, including any such employee who is on a leave of absence of any nature, authorized or unauthorized, and sets forth for each such individual the following, on a no name basis: (i) title or position; (ii) hire date; (iii) location; (iv) whether full-time or part-time, hourly or salaried; (v) current annualized base salary or (if paid on an hourly basis) hourly rate of pay; and (vi) commission, bonus or other incentive based compensation. As of the Signing Date, all compensation, including wages, commissions and bonuses, due and payable to all employees of the Company and any Company Subsidiary for services performed on

or prior to the Signing Date have been paid in full (or accrued in full in the Company's financial statements).

(b) (i) There are no material Actions pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary by any of their respective current or former employees; (ii) neither the Company nor any Company Subsidiary is, or has been since the Reference Date, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization applicable to persons employed by the Company or any Company Subsidiary, nor, to the knowledge of the Company, are there any activities or proceedings of any labor union to organize any such employees; (iii) there are no unfair labor practice complaints pending against the Company or any Company Subsidiary before the National Labor Relations Board or any other Governmental Authority; and (iv) there has never been, nor, to the knowledge of the Company, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting, or, to the knowledge of the Company, threat thereof, by or with respect to any employees of the Company or any Company Subsidiary.

(c) The Company and the Company Subsidiaries are and have been since the Reference Date in compliance in all material respects with all applicable Laws relating to the labor and employment, including those relating to employment practices, employment discrimination, terms and conditions of employment, mass layoffs and plant closings (including the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state or local Laws), immigration, meal and rest breaks, overtime pay, pay equity, workers' compensation, family and medical leave, and occupational safety and health requirements, payment of wages, hours of work, and collective bargaining as required by the appropriate Governmental Authority and are not liable for any material arrears of wages, penalties or other sums for failure to comply with any of the foregoing.

(d) Since the Reference Date, to the Company's knowledge, there have been no employment discrimination or employment or sexual harassment or sexual misconduct allegations raised, brought, threatened, or settled relating to any current or former appointed officer or director of the Company or any of the Company Subsidiaries involving or relating to his or her services provided to the Company or any of the Company Subsidiaries. Except as would not result in material liability to the Company or any of the Company Subsidiaries, the policies and practices of the Company comply with applicable federal, state, and local laws concerning employment discrimination and employment harassment. Since the Reference Date, the Company has not entered into any settlement agreements resolving, in whole or in part, allegations of sexual harassment or sexual misconduct by any current or former appointed officer or director.

SECTION 4.12 Real Property; Title to Assets.

(a) Neither the Company nor any Company Subsidiary owns any real property.

(b) Section 4.12(b) of the Company Disclosure Schedule lists the street address of each parcel of Leased Real Property, and sets forth a complete and accurate list of each lease pursuant to which the Company or any Company Subsidiary leases any real property (each, a "Lease"), with the name of the lessor and the date of the Lease in connection therewith and each

amendment to any of the foregoing (collectively, the "Lease Documents"). True, correct and complete copies of all Lease Documents have been made available to Parent in the Virtual Data Room. (i) There are no leases, subleases, sublicenses, concessions or other Contracts granting to any person other than the Company or Company Subsidiaries the right to use or occupy any Leased Real Property, other than the Leases set forth in Section 4.12(b) of the Company Disclosure Schedule, and (ii) all Leases are in full force and effect, are valid and enforceable in accordance with their respective terms, subject to the Remedies Exceptions, and there is not, under any of such Leases, any existing default or event of default (or event which, with notice or lapse of time, or both, would constitute a default) by the Company or any Company Subsidiary or, to the Company's knowledge, by any other party to such Leases, except as would not have or would not reasonably be expected to have a Company Material Adverse Effect.

(c) Other than any COVID-19 Response, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any Company Subsidiary from using any Leased Real Property for the purposes for which it is currently being used, except as would not have or would not reasonably be expected to have a Company Material Adverse Effect. There are no latent defects or adverse physical conditions affecting the Leased Real Property other than those that would not have a Company Material Adverse Effect. There are no pending, or to the knowledge of the Company, threatened (i)Actions or other proceedings to take all or any portion of the Leased Real Property or any interests therein by eminent domain or any condemnation proceeding (or the jurisdictional equivalent thereof) or (ii) sales or dispositions in relation to any such Action or proceeding.

(d) Each of the Company and the Company Subsidiaries has legal and valid title to, or, in the case of Leased Real Property and assets, valid leasehold interests in, all of the properties and assets, tangible and intangible, real, personal and mixed, reflected on the Interim Financial Statements or acquired by the Company and the Company Subsidiaries after the date of the Interim Financial Statements, except for properties, assets and rights sold since the date of the Interim Financial Statements in the Ordinary Course of Business (or, with respect to such properties and assets sold after the Signing Date, as permitted pursuant to Section 6.01) or where the failure to have such good title or valid leasehold interests would not be material to the Company and the Company Subsidiaries, taken as a whole. Such property and assets are free and clear of all Liens other than Permitted Liens. The tangible assets of the Company and the Company Subsidiaries reflected on the Interim Financial Statements or acquired by the Company and the Company Subsidiaries after the date of the Interim Financial Statements constitute all material tangible assets used or held for use by the Company in, and necessary and sufficient for the operation of, the business of the Company in substantially the same manner as presently operated.

SECTION 4.13 Intellectual Property; Data Security.

(a) Section 4.13(a) of the Company Disclosure Schedule contains a true, correct and complete list of all Registered Intellectual Property (showing in each case, as applicable, the owner, jurisdiction to which such registration or application applies, filing date, date of issuance, expiration date, registration or application number, and registrar). The Company IP (i) constitutes all Intellectual Property rights used, held for use in or otherwise necessary for, the operation of the business of the Company and the Company Subsidiaries as currently conducted and (ii) is sufficient for the conduct of such business as currently conducted as of

the Signing Date. The foregoing paragraph shall not be construed as a representation or warranty regarding the infringement or misappropriations of a third party's Intellectual Property, the sole representations and warranties for which are as set forth in Section 4.13(d).

(b) The Company or one of the Company Subsidiaries solely and exclusively owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Company Owned IP and has the right to use, pursuant to a valid and, to the knowledge of the Company, enforceable, written Contract or license, all Company Licensed IP. No material Registered Intellectual Property has been adjudged invalid or unenforceable in whole or in part and all material Registered Intellectual Property is subsisting and, to the knowledge of the Company, valid and enforceable. No Action regarding the loss or expiration of any of the Company Owned IP is pending or has been threatened in writing.

(c) Each of the Company and the applicable Company Subsidiaries has taken and takes reasonable actions in accordance with normal industry practice to maintain, protect and enforce the confidentiality of its material trade secrets and other material Confidential Information. No such trade secrets or Confidential Information have been disclosed other than to employees, contractors, consultants, representatives, agents and licensees of the Company or the applicable Company Subsidiary under written confidentiality agreements.

(d) Except as disclosed in Section 4.13(d) of the Company Disclosure Schedule, there are no pending, and since the Reference Date, there have been no Actions filed or threatened in writing against the Company or any Company Subsidiary by any person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any Company IP, or (B) alleging any infringement or misappropriation of, or other violation of, any Intellectual Property rights of other persons (including any unsolicited written demands or written offers to license any Intellectual Property rights from any other person). The operation of the business of the Company and the Company Subsidiaries (including the Products) has not infringed, misappropriated or otherwise violated, and does not infringe, misappropriate or otherwise violate, any Intellectual Property rights of any other persons. To the Company's knowledge, no other person has infringed, misappropriated or otherwise violated any of the Company Owned IP.

(e) All persons who have contributed, developed or conceived any material Company Owned IP have executed valid and enforceable written agreements with the Company or one of the Company Subsidiaries, substantially in the form made available to Parent in the Virtual Data Room, and pursuant to which such persons assigned to the Company or the applicable Company Subsidiary all of their entire right, title, and interest in and to any Intellectual Property created, conceived or otherwise developed by such person in the course of and related to his, her or its relationship with the Company or the applicable Company Subsidiary, without further ongoing consideration or any restrictions or obligations whatsoever.

(f) The use of Open Source Software by the Company and the Company Subsidiaries is in compliance in all material respects with the terms and conditions of all applicable licenses for such Open Source Software. Neither the Company nor any Company Subsidiary uses or has used any Open Source Software or any modification or derivative thereof (i) in a manner that would grant to any other person any rights to or immunities under any of the Company IP, or

(ii) in a manner that would require the Company or any Company Subsidiary to license, make available, distribute or provide any source code that is part of the Company Owned IP.

(g) Each of the Company and the Company Subsidiaries owns, leases, licenses, or otherwise has the legal right to use all Business Systems and such Business Systems are sufficient in all material respects for the needs of, and operate and perform in a manner that permits the Company and the Company Subsidiaries to conduct, the business of the Company and the Company Subsidiaries as currently conducted by the Company and the Company Subsidiaries. Each of the Company and the Company Subsidiaries maintains commercially reasonable disaster recovery, data backup, business continuity and risk assessment plans, procedures and facilities, and encryption and other security protocol technology, consistent with current industry standards, designed to protect the confidentiality, integrity and security of the Business Systems under its control (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption. Since the Reference Date, there has not been any material failure, interruption, modification or corruption with respect to any of the Business Systems (or any information or transactions stored or contained therein or transmitted thereby) that has not been remedied or replaced in all material respects.

(h) Each of the Company and the Company Subsidiaries currently comply, and since the Reference Date has complied, in all material respects with (i) all Privacy/Data Security Laws applicable to the Company or any such Company Subsidiary, (ii) any applicable privacy or other policies of the Company or any such Company Subsidiary, respectively, including internal policies and policies that are published on a Company website or otherwise made publicly available by the Company or any such Company Subsidiary concerning data protection, security or privacy or the collection, dissemination, storage or use of Personal Information or Business Data, (iii) industry standards to which the Company or any such Company Subsidiary has expressly committed to adhere, and (iv) all contractual commitments that the Company or any such Company Subsidiary has entered into or is otherwise bound by with respect to privacy or data security (collectively, the "Data Security Requirements"). Each of the Company and the Company Subsidiaries has implemented data security safeguards designed to protect the security and integrity of the Business Systems, Company IP and Personal Information collected, used, stored, or otherwise processed by or on behalf of the Company or such Company Subsidiary. Each of the Company's and the Company Subsidiaries' employees and contractors receive commercially reasonable training in accordance with industry standards with respect to information security issues. To the Company's knowledge, there is no Disabling Device in any of the Business Systems, Software included in the Company Owned IP, or Product components. Since the Reference Date, except as would not be material to the Company and the Company Subsidiaries, taken as a whole, neither the Company nor any of the Company Subsidiaries has (i) to the Company's knowledge, experienced any data security breaches, unauthorized access or use of any of the Business Systems (or any information or transactions store or contained therein or transmitted thereby), or any unauthorized access, acquisition, destruction, damage, disclosure, loss, modification, corruption, alteration, or use of any Personal Information or Business Data; or (ii) been subject to or received written notice of any threatened audits, proceedings, litigations, actions or investigations by any Governmental Authority or any third party, or received any claims or material complaints regarding its collection, dissemination, storage or use of Personal Information or its violation of any applicable Data Security Requirements.

(i) The Company or one of the Company Subsidiaries (i) solely and exclusively owns, free and clean of all Liens (other than Permitted Liens) all Business Data included in the Company Owned IP and (ii) has a valid and enforceable right, as applicable, to use, exploit, publish, reproduce, distribute, license, sell, and create derivative works of, all other Business Data, in whole or in part, in the manner in which the Company and the Company Subsidiaries receive and use such Business Data as of prior to the Closing Date. The Company and the Company Subsidiaries are not subject to any legal or contractual obligations, including in connection with the Transactions, that would (i) prohibit Parent from receiving or using Personal Information after the Closing Date, in a similar manner in which the Company and the Company Subsidiaries receive and use such Personal Information as of immediately prior to the Closing Date or (ii) result in any violations of, or material liabilities in connection with, the Data Security Requirements.

(j) Neither the Company nor any Company Subsidiary is, or has been since the Reference Date, a member or promoter of, or a contributor to, any industry standards body or similar standard setting organization that could require or obligate the Company or any such Company Subsidiary to grant or offer to any other person any license or other right to any Company Owned IP.

SECTION 4.14 Regulatory Compliance.

(a) Each of the Company and the Company Subsidiaries is, and for the past three years has been, in material compliance with the Federal Food, Drug, and Cosmetic Act ("FDCA"), the Federal Trade Commission Act, and the Fair Packaging and Labeling Act (collectively "Food and Drug Law"). Neither the Company nor any Company Subsidiary has received any claim (and, to the Company's knowledge, no claim has been filed, commenced or threatened against the Company or any Company Subsidiary) alleging a material violation under any Food and Drug Law that has not been duly cured, and there are no pending or, to the Company's knowledge, threatened legal proceedings, investigations, subpoenas, or civil investigative demands by any Governmental Authority, or other entity or individual, with respect to any alleged violation by the Company or any Company Subsidiary of any Food and Drug Law.

(b) The Products are not adulterated or misbranded within the meaning of the FDCA. All of the claims the Company and any Company Subsidiary makes or have made for its Products are and have been adequately supported and are otherwise compliant with Food and Drug Laws.

(c) Since the Reference Date, neither the Company nor any Company Subsidiary has received any warning letter, notice of violation, seizure, recall request, injunction, regulatory enforcement action, or criminal action issued, initiated, threatened in writing, or to the Company's knowledge, otherwise threatened, by the FDA. Neither the Company nor any Company Subsidiary has made an untrue statement of material fact or fraudulent statement to the FDA or any other similar Governmental Authority.

SECTION 4.15 Taxes.

(a) Each of the Company and the Company Subsidiaries: (i) has duly filed all income and other material Tax Returns that are required to have been filed as of the Signing Date

(taking into account any extension of time within which to file) and all such filed Tax Returns are complete and accurate in all material respects; (ii) has paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that it is required to have paid as of the Signing Date; (iii) with respect to all income and other material Tax Returns filed by or with respect to it, has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the Ordinary Course of Business); (iv) does not have any material deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period for which the statute of limitations for assessments remains open. The unpaid Taxes of the Company and the Company Subsidiaries as of the date of the Interim Financial Statements was adequately reflected in the reserves for Taxes of the Company and the Company Subsidiaries set forth in the Interim Financial Statements.

(b) Neither the Company nor any Company Subsidiary is a party to, is bound by or has an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar Contract or arrangement (including any agreement, Contract or arrangement providing for the sharing or ceding of Tax credits or Tax losses) or has a liability or obligation to any person as a result of or pursuant to any such agreement, Contract, arrangement or commitment, in each case other than an agreement, Contract, arrangement or commitment the primary purpose of which does not relate to Taxes.

(c) Neither the Company nor any Company Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing under Code Section 481(c) (or any corresponding or similar provision of state, local or non-U.S. income Tax Law); (ii) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed prior to the Closing; (iii) installment sale or open transaction disposition made

prior to the Closing; or (iv) prepaid amount or deferred revenue received prior to the Closing outside the Ordinary Course of Business.

(d) Neither the Company nor any Company Subsidiary will have any liability for any Tax period (or portion thereof) ending after the Closing Date as a result of any election under Section 965(h) of the Code.

(e) Each of the Company and the Company Subsidiaries has withheld and paid to the appropriate Tax authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, stockholder or other third party and, to the Company's knowledge, has complied in all material respects with all applicable Laws relating to the reporting and withholding of Taxes.

(f) Neither the Company nor any Company Subsidiary has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return (other than a group of which the Company or a Company Subsidiary was the common parent and which consists only of the Company and the Company Subsidiaries).

(g) Neither the Company nor any Company Subsidiary has any liability for the Taxes of any person (other than the Company and its Company Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor by Contract or otherwise (other than a Contract the primary purpose of which does not relate to Taxes).

(h) Neither the Company nor any Company Subsidiary has any request for a closing agreement, private letter ruling, or similar ruling in respect of Taxes pending between the Company or any Company Subsidiary, on the one hand, and any Tax authority, on the other hand.

(i) The Company has made available to Parent in the Virtual Data Room true, correct and complete copies of the U.S. federal income Tax Return filed by the Company Subsidiaries for tax year 2020.

(j) Neither the Company nor any Company Subsidiary has in the last two (2) years distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(k) Neither the Company nor any Company Subsidiary has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(l) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted in writing against the Company or any Company Subsidiary any deficiency or claim for any Taxes or interest thereon or penalties in connection therewith, which such assertion has not been resolved.

(m) There is no material property or obligation of the Company or any of the Company Subsidiaries including uncashed checks to vendors, customers or employees or other service providers, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any state or municipality under any applicable escheatment or unclaimed property laws, as of the Signing Date or that would reasonably be expected at any time after the Signing Date to become escheatable to any state or municipality under any applicable escheatment or unclaimed property laws.

(n) There are no Tax Liens upon any assets of the Company or any of the Company Subsidiaries except for Permitted Liens.

(o) Neither the Company nor any Company Subsidiary has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the

applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither the Company nor any Company Subsidiary has received written notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(p) Neither the Company nor any Company Subsidiary has received written notice of any claim from a Tax authority in a jurisdiction in which the Company or such Company

Subsidiary does not file Tax Returns stating that the Company or such Company Subsidiary is or may be subject to Tax in such jurisdiction.

(q) For U.S. federal income tax purposes, the Company is, and has been since its formation, classified as a corporation.

(r) The Company and the Company Subsidiaries have complied in all material respects with the conditions stipulated in each Tax Grant that the Company and the Company Subsidiaries have utilized.

(s) Neither the Company nor any of the Company Subsidiaries is a party to a gain recognition agreement under Section 367 of the Code that is currently in effect.

(t) Except as set forth on Section 4.15(t) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries has (i) deferred any Taxes under Section 2302 of the CARES Act or (ii) claimed any Tax credit under Section 2301 of the CARES Act or Sections 7001-7003 of the Families First Coronavirus Response Act, as may be amended.

(u) The Company, after consultation with its tax advisors, is not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Mergers from qualifying for the Intended Tax Treatment.

SECTION 4.16 Environmental Matters. (a) Neither the Company nor any Company Subsidiary has, since the Reference Date, violated applicable Environmental Laws in any material respect; (b) there has been no release of any Hazardous Substances by the Company or any Company Subsidiary at the Leased Real Property in a manner which would reasonably be expected to result in material liability to the Company or any Company Subsidiary pursuant to applicable Environmental Laws; (c) neither the Company nor any Company Subsidiary is the subject of any pending or, or to the Company's knowledge, threatened Action, nor has the Company or any Company Subsidiary received any written notice, alleging any material violation of, or liability under, Environmental Laws; and (d) each of the Company and the Company Subsidiaries has all material permits, licenses and other authorizations required of the Company under applicable Environmental Law for conduct of their respective businesses as presently conducted ("Environmental Permits"), and each of the Company and the Company Subsidiaries is and has been since the Reference Date in compliance in all material respects with such Environmental Permits.

SECTION 4.17 Material Contracts.

(a) Section 4.17(a) of the Company Disclosure Schedule sets forth a true, correct and complete list, as of the Signing Date, of all Contracts to which the Company or any Company Subsidiary is a party or is bound by falling within the following categories and existing as of the Signing Date (such Contracts required to be listed on Section 4.17(a) of the Company Disclosure Schedule and, as of the Closing any other Contract in existence that would have been required to be disclosed pursuant to Section 4.17(a) if in existence on the Signing Date, collectively, the "Material Contracts"):

(i) any Contract, the performance of which (A) involved payments by the Company or the Company Subsidiaries in the aggregate in excess of $2,000,000 during calendar year 2020 or that would reasonably be expected to be in excess of $2,000,000 during calendar year 2021 or (B) involved payments to the Company or the Company Subsidiaries in the aggregate in excess of $2,000,000 during calendar year 2020 or that would reasonably be expected to involve payments in excess of $2,000,000 during calendar year 2021 (in each case, other than purchase or service orders accepted, confirmed or entered into in the Ordinary Course of Business);

(ii) any Contract for the voting of equity securities of the Company or any of the Company Subsidiaries;

(iii) any Contract with a Top 10 Vendor or Top Customer (other than purchase or service orders accepted, confirmed or entered into in the Ordinary Course of Business);

(iv) any employment Contract with any employee of the Company or any of the Company Subsidiaries that provides for annual base compensation in excess of $300,000;

(v) any collective bargaining Contract;

(vi) any Contract pursuant to which (A) the Company or any Company Subsidiary grants any right, license or covenant not to sue with respect to any Company Owned IP (other than non-exclusive licenses (or sublicenses) of Company Owned IP granted in the Ordinary Course of Business) or (B) the Company or any Company Subsidiary obtains any right, license or covenant not to sue with respect to any Company Licensed IP (other than licenses for commercially available, "off-the-shelf" Software, commercially available service agreements related to Business Systems or non-exclusive licenses from suppliers and customers granted in the Ordinary Course of Business);

(vii) any Contract that (A) (1) contains a covenant not to compete in any line of business, (2) contains a covenant not to solicit persons for employment (other than customary covenants not to solicit persons for employment in non-disclosure agreements and confidentiality agreements entered into in the Ordinary Course of Business), (3) grants exclusive or preferential rights or "most favored nations" status to any person, or (4) obligates the Company or any of the Company Subsidiaries to purchase or obtain a minimum or specified amount of any product or service in excess of $2,000,000 in the

aggregate during any calendar year, or (B) prohibits the Company or any of the Company Subsidiaries from soliciting any customers or strategic partners;

(viii) any Contract under which the Company or any of the Company Subsidiaries has (A) created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness for borrowed money, (B) granted a Lien (other than a Permitted Lien) on its assets or group of assets, whether tangible or intangible, to secure any indebtedness for money borrowed, (C) extended credit to any Person (other than pursuant to Contracts (1) involving immaterial advances made to an employee of the Company or any of the Company Subsidiaries or (2) for goods and services, in each case, in the Ordinary Course of Business) or (D) granted a material performance bond, letter of credit or any other similar instrument, in each case, in excess of $250,000;

(ix) any Contract with any Governmental Authority;

(x) any Contract with a Related Party (other than the Plans or Contracts for compensation for services performed by a Related Party as director, officer, service provider or employee of the Company or any of the Company Subsidiaries and amounts reimbursable for routine travel and other business expenses in the Ordinary Course of Business);

(xi) each Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) that contains financial covenants, indemnities or other payment obligations (including "earn-out" or other contingent payment obligations) that would reasonably be expected to result in the making of payments by the Final Surviving Company and its Subsidiaries after the Closing Date (other than customary contingent obligations to make indemnification payments to the counterparty for breaches of representations, warranties and covenants where no claim for indemnification has been asserted or threatened to be asserted);

(xii) any Contract establishing any joint venture, strategic alliance, partnership or other material collaboration;

(xiii) any Contract involving any resolution or settlement of any actual or threatened Action under which the Company or any of the Company Subsidiaries has any ongoing non-monetary obligations (other than customary confidentiality or similar provisions) or monetary obligations in excess of $250,000;

(xiv) any Contract which grants any Person a right of first refusal, right of first offer or similar right with respect to any properties, assets or businesses of the Company or any of the Company Subsidiaries; and

(xv) any Contract that will be required to be filed with the Registration Statement under applicable SEC requirements or would otherwise be required to be filed by the Company as an exhibit for a Form S-1 pursuant to Items 601(b)(1), (2), (4), (9) or (10) of Regulation S-K under the Securities Act as if the Company was the registrant.

(b) (i) True and complete copies of each Material Contract as of the Signing Date have been made available to Parent, (ii) each Material Contract is a legal, valid and binding obligation of the Company or Company Subsidiary party thereto and is enforceable against the Company or any Company Subsidiary, as applicable, and, to the knowledge of the Company, is a legal, valid and binding obligation of each other party to such Material Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Remedies Exceptions, (iii) none of the Company, the Company Subsidiaries or, to the knowledge of the Company, any other party to a Material Contract is in material default or material breach of a Material Contract and neither the Company nor any of the Company Subsidiaries has received any written claim or written notice of any material default or material breach of a Material Contract, (iv) to the knowledge of the Company, there does not exist any event, condition or omission

that would constitute a material default or material breach (whether by lapse of time or notice or both) under any Material Contract, (v) neither the Company nor any Company Subsidiary has received any written notice of termination or cancellation with respect to any Material Contract, (vi) to the knowledge of the Company, there does not exist any circumstance, event, condition or omission that would cause any other party to a Material Contract to (A) terminate such Material Contract or (B) materially reduce the amount of business it will do with the Company or the applicable Company Subsidiary under such Material Contract and (vii) no other party to a Material Contract has expressed an intention in writing or, to the knowledge of the Company, orally to materially reduce the amount of business it will do with the Company or the applicable Company Subsidiary.

SECTION 4.18 Insurance.

(a) Section 4.18(a) of the Company Disclosure Schedule sets forth, with respect to each material insurance policy under which the Company or any Company Subsidiary is an insured, a named insured or otherwise the principal beneficiary of coverage as of the Signing Date, (i) the names of the insurer, the principal insured and each named insured, (ii) the policy number, (iii) the period, scope and amount of coverage and (iv) the premium most recently charged. Such insurance policies provide coverage to the Company and the Company Subsidiaries that, to the knowledge of the Company, are reasonable and appropriate considering the business of the Company and the Company Subsidiaries (including the Contracts to which they are bound).

(b) With respect to each such insurance policy, except as would not or would not reasonably be expected to result in a Company Material Adverse Effect, (i) such policy is legal, valid, binding and enforceable in accordance with its terms (subject to the Remedies Exceptions) and, except for policies that have expired under their terms in the Ordinary Course of Business, is in full force and effect; (ii) neither the Company nor any Company Subsidiary is in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, under such policy; (iii) to the knowledge of the Company, no insurer on such policy has been declared insolvent or placed in receivership, conservatorship or liquidation; (iv) no written or, to the knowledge of the Company, oral notice of cancellation, termination, non-renewal, disallowance or reduction in coverage has been received (or, to the Company's knowledge, threatened), nor has there been any lapse in coverage since the Reference Date; and (v) there are no claims by the Company nor any of the Company Subsidiaries pending under any such insurance policy as to which coverage has been denied or disputed by the underwriters of such policies (other than a customary reservation of rights notice that is not

material). Neither the Company nor any of the Company Subsidiaries have any material self-insurance programs.

SECTION 4.19 Board Approval; Vote Required . The Company Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, or by unanimous written consent, has duly (a) determined that this Agreement, the Mergers and the other Transactions are fair to and in the best interests of the Company, (b) approved this Agreement, the Mergers and the other Transactions and declared their advisability, and (c) recommended that the stockholders of the Company approve and adopt this Agreement and approve the Mergers and the other Transactions and directed that this Agreement and the Transactions (including the Mergers) be submitted for consideration by the Company's stockholders. The Requisite Approval (the "Company Stockholder Approval") is the only vote of the holders of any class or series of capital stock or other securities of the Company necessary to adopt this Agreement and approve the Mergers and the other Transactions. The Written Consent, if executed and delivered, would qualify as the Company Stockholder Approval and no additional approval or vote from any holders of any class or series of capital stock of the Company would then be necessary to adopt this Agreement and approve the Mergers and the other Transactions.

SECTION 4.20 Certain Business Practices.

(a) Since the Reference Date, none of the Company, any Company Subsidiary, any of their respective directors, officers, or employees or, to the Company's knowledge, agents, while acting on behalf of the Company or any Company Subsidiary, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of any applicable Anti-Corruption Law; or (iii) otherwise made or authorized any other person to make any payments or transfers of value which have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business.

(b) Since the Reference Date, none of the Company, any Company Subsidiary, any of their respective directors, officers, or employees or, to the Company's knowledge, agents, while acting on behalf of the Company or any Company Subsidiary, (i) is or has been a Sanctioned Person; (ii) has transacted business with or for the benefit of any Sanctioned Person or has otherwise violated applicable Sanctions; (iii) has violated any Ex-Im Laws.

(c) Neither the Company nor any of the Company Subsidiaries, nor, to the knowledge of the Company, any of the Company's Affiliates or its or their respective directors, officers, employees, agents or representatives, while acting on behalf of the Company or any Company Subsidiary, is, or is owned or controlled by one or more Persons that are: (i) the subject of any Sanctions, or (ii) Sanctioned Persons.

(d) The operations of the Company and each of the Company Subsidiaries are and have been conducted at all times since the Reference Date in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing

Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and the Company Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "Anti-Money Laundering Laws").

(e) There are no, and since the Reference Date, there have not been any, material internal investigations, external investigations of which the Company has knowledge, audits, actions or proceedings pending, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to any apparent or suspected violation by the Company, any Company Subsidiary, or any of their respective officers, directors, employees, or, to the Company's knowledge, agents, while acting on behalf of the Company or any Company Subsidiary, with respect to any Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions, or Ex-Im Laws.

SECTION 4.21 Interested Party Transactions. Except for employment relationships and the payment of compensation, benefits and expense reimbursements and advances for routine travel and other business expenses in the Ordinary Course of Business, no (A) Person holding 5% or more of the Company Common Stock (on an as-converted basis), (B) former or current director or officer of the Company or any of the Company Subsidiaries or (C) Affiliate or "associate" or any member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Securities Exchange Act of 1934), of any Person described in the foregoing clauses (A) or (B), in each case, other than the Company or any of its Subsidiaries (each a "Related Party"), (1) has or has had, directly or indirectly: (a) an economic interest in any person that has furnished or sold, or furnishes or sells, services or Products that the Company or any Company Subsidiary furnishes or sells, or proposes to furnish or sell; (b) an economic interest in any person that purchases from or sells or furnishes to, the Company or any Company Subsidiary, any goods or services; (c) a beneficial interest in any Contract or agreement disclosed in Section 4.21 of the Company Disclosure Schedules; or (d) any contractual or other arrangement with the Company or any Company Subsidiary, (2) provides any services to, or is owed any money by or owes any money to, the Company or any of the Company Subsidiaries, or (3) directly or indirectly owns, or otherwise has any right, title or interest in, to or under, any tangible or intangible property, asset, or right that is material and is, has been, or is currently planned to be used by the Company or any of the Company Subsidiaries in the conduct of their business; provided, however, that, for purposes of the foregoing clause (1), ownership of no more than five percent (5%)

of the outstanding voting stock of a publicly traded corporation shall not be deemed an "economic interest in any person." The Company and the Company Subsidiaries have not, since the Reference Date, (i) extended or maintained credit, arranged for the extension of credit or renewed an extension of credit in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Company or any Company Subsidiary, or (ii) materially modified any term of any such extension or maintenance of credit.

SECTION 4.22 Customers; Vendors.

(a) Section 4.22(a) of the Company Disclosure Schedule sets forth a complete and accurate list of the 10 most significant vendors of the Company, together with the Company Subsidiaries, as measured by amounts paid by the Company and the Company Subsidiaries for the

12-month period ended September 30, 2021 (the "Top 10 Vendors"), and the amount of consideration paid to such Top 10 Vendors for such period. Since September 30, 2021, no Top 10 Vendor has cancelled, terminated, materially reduced or materially altered (including any material reduction in the rate or amount of sales or purchases or material increase in the prices charged or paid, as the case may be) its business relationship with the Company or any of the Company Subsidiaries, and the Company has not received written or, to the knowledge of the Company, oral notice from any of the Top 10 Vendors stating the intention of such Person to do so.

(b) Section 4.22(b) of the Company Disclosure Schedule sets forth a complete and accurate list of the most significant customers of the Company, together with the Company Subsidiaries, as measured by amounts received by the Company and the Company Subsidiaries for the 12-month period ended September 30, 2021, other than customers that are individuals (the "Top Customers"), and the amount of consideration received from such Top Customers for such period. Since September 30, 2021, no Top Customer has cancelled, terminated, materially reduced or materially altered (including any material reduction in the rate or amount of sales or purchases or material increase in the prices charged or paid, as the case may be) its business relationship with the Company or any of the Company Subsidiaries, and the Company has not received written or, to the knowledge of the Company, oral notice from any of the Top Customers stating the intention of such Person to do so.

SECTION 4.23 Exchange Act. Neither the Company nor any Company Subsidiary is currently (nor has either previously been) subject to the requirements of Section 12 of the Exchange Act.

SECTION 4.24 Brokers. Except as set forth on Section 4.24 of the Company Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company, any Company Subsidiary or any of their Affiliates. No brokerage, finder's or other fee or commission is payable with respect to the portion of the PIPE Financing Amount provided by the Sponsor or any of its Affiliates.

SECTION 4.25 Registration Statement and Proxy Statement. On the date the Proxy Statement is first mailed to the Pre-Closing Parent Holders, and at the time of the Parent Holders' Meeting, none of the information furnished by or on behalf of the Company in writing specifically for inclusion in the Registration Statement or Proxy Statement will include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Company makes no representations or warranties with respect to any information supplied by or on behalf of Parent and the Merger Subs.

SECTION 4.26 Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article IV (as modified by the Company Disclosure Schedule) and the representations and warranties as may be provided in the Ancillary Agreements, the Company hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, its Affiliates, and any matter relating to any of them, including their affairs, the condition, value or quality of their respective assets, liabilities, financial condition or results of operations, or with respect to the

accuracy or completeness of any other information made available to Parent, its Affiliates or any of their respective Representatives by, or on behalf of, Company, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule), in the Company Officer's Certificate or as set forth in any Ancillary Agreement, neither the Company nor any other person on behalf of Company has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to Parent, its Affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or any of its Affiliates (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation or in any other information made available to Parent, its Affiliates or any of their respective Representatives or any other person, and any such representations or warranties are expressly disclaimed.

SECTION 4.27 Non-Reliance. None of Parent, either Merger Sub or any of their respective stockholders, Affiliates or Representatives shall have any liability to the Company or any of its stockholders, Affiliates or Representatives resulting from the use of any information, documents or materials made available to the Company or any of its Representatives, whether orally or in writing, in any form in expectation of the Transactions. Except as expressly set forth in this Agreement (as modified by the Parent Disclosure Schedule), in the Parent Officer's Certificate or as set forth in any Ancillary Agreement, none of Parent, either Merger Sub or any of their respective stockholders, Affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving Parent or any of its Affiliates.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT

Except as set forth in Parent's disclosure schedule delivered by Parent to the Company on the Signing Date in connection with this Agreement (the "Parent Disclosure Schedule") (subject to Section 10.10) and in Parent SEC Reports filed prior to the Signing Date (excluding disclosures referred to in "Forward-Looking Statements," "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward-looking statements, except for any specific factual information contained therein, which shall not be excluded), Parent represented and warranted to the Company as of the Signing Date (or as of such other date as may be referenced herein if prior to the Signing Date) and Parent (with respect to matters relating to Merger Sub II and matters set forth in Section 5.04) hereby represents and warrants to the Company as of the date hereof (or as of such other date as may be referenced herein), as follows:

SECTION 5.01 Corporate Organization.

(a) Each of Parent and each Merger Sub is a company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has the requisite corporate, limited liability or similar power and authority and all necessary

governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted.

(b) As of the date hereof, the Merger Subs are the only subsidiaries of Parent. Except for the Merger Subs, Parent does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture, business association or other person. There are no outstanding contractual obligations of Parent to make any investment (in the form of a loan, capital contribution or otherwise) in any person.

(c) Each of Parent and each Merger Sub is duly licensed or qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so licensed or qualified or in good standing that would not reasonably be expected to have a Parent Material Adverse Effect.

SECTION 5.02 Governing Documents. Each of Parent and each Merger Sub has heretofore furnished to the Company complete and correct copies of its certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, memorandum and articles of association or equivalent organizational documents, each certified by the Secretary of State of the State of Delaware or the Registrar of Companies in the Cayman Islands, as applicable, in each case, which are in full force and effect. Neither Parent nor either Merger Sub is in violation of any of the provisions of the such organizational documents.

SECTION 5.03 Capitalization.

(a) The authorized share capital of Parent consists of (i) 200,000,000 Parent Class A Ordinary Shares, of which 40,250,000 Parent Class A Ordinary Shares are issued and outstanding as of the Signing Date, (ii) 20,000,000 Parent Class B Ordinary Shares, of which 10,062,500 Parent Class B Ordinary Shares are issued and outstanding as of the Signing Date, and (iii) 1,000,000 preference shares, par value $0.0001 per share, of which no preference shares are issued and outstanding as of the Signing Date. As of the Signing Date, there were issued and outstanding Parent Warrants in respect of 14,750,000 Parent Class A Ordinary Shares, which will entitle the holders thereof to purchase shares of Newco Class A Common Stock at an exercise price of $11.50 per share on the terms and conditions set forth in the applicable warrant agreement. All of the issued and outstanding Parent Ordinary Shares and Parent Warrants (A) have been duly authorized and validly issued and are fully paid and nonassessable and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and (B) are free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity interests).

(b) Except for the Parent Warrants, and the Parent Class A Ordinary Shares and the Parent Class B Ordinary Shares set forth in Section 5.03(a), there are no shares of capital stock or other equity interests of Parent, or any options, warrants, preemptive rights, calls, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of Parent or obligating Parent to issue or sell any shares of

capital stock of Parent, issued and outstanding. All Parent Ordinary Shares subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. Neither Parent nor any subsidiary of Parent is a party to, or otherwise bound by, and neither Parent nor any subsidiary of Parent has granted, any equity appreciation rights, participations, phantom equity or similar rights. Except for the Sponsor Letter Agreement, Parent is not a party to any voting trusts, voting agreements, proxies, stockholder agreements or other agreements with respect to the voting or transfer of Parent Ordinary Shares or any of the equity interests or other securities of Parent or any of its subsidiaries. Other than the Redemption Rights, there are no outstanding contractual obligations of Parent to repurchase, redeem or otherwise acquire any shares of capital stock or other equity interests of Parent.

(c) The authorized capital stock of Merger Sub I consists of 1,000 shares of common stock, par value $0.01 per share (the "Merger Sub I Common Stock"). As of the Signing Date, 1,000 shares of Merger Sub I Common Stock are issued and outstanding. All outstanding shares of Merger Sub I Common Stock have been duly authorized and validly issued and are fully paid and nonassessable and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and are held by Parent free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity interests). Merger Sub I is wholly-owned by Parent and Merger Sub I holds no shares of capital stock or other equity interests of any person.

(d) The authorized equity of Merger Sub II consists of 100 units, (the "Merger Sub II Membership Interests"). As of the date hereof, all of the Merger Sub II Membership Interests are issued and outstanding. All outstanding Merger Sub II Membership Interests have been duly authorized and validly issued and are not subject to, nor were they issued in violation of, any preemptive rights, rights of first refusal or similar rights, and are held by Parent free and clear of all Liens and other restrictions (including any restriction on the right to vote, sell or otherwise dispose of such equity interests). Merger Sub II is wholly-owned by Parent and Merger Sub II holds no shares of capital stock or other equity interests of any person.

(e) The Newco Common Stock will, upon issuance and delivery at the Closing, (i) be duly authorized and validly issued, and fully paid and nonassessable, (ii) be issued in compliance with applicable Law, (iii) not be issued in breach or violation of any preemptive rights or Contract, and (iv) be issued with good and valid title, free and clear of any Liens other than Liens arising out of, under or in connection with applicable federal, state and local securities Laws and any restrictions set forth in the Newco Certificate of Incorporation or the Newco Bylaws.

SECTION 5.04 Authority Relative to this Agreement. Each of Parent and each Merger Sub has all necessary corporate or similar power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by each of Parent and each Merger Sub and the consummation by each of Parent and each Merger Sub of the Transactions, have been duly and validly authorized by all necessary corporate or similar organizational action, and no other corporate or similar organizational proceedings on the part of Parent or each Merger Sub are necessary to authorize this Agreement or any Ancillary

Agreement to which it is a party or to consummate the Transactions (other than (a) the Parent Holder Approval and the approval and adoption of this Agreement by Parent, as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II, which approval and adoption by Parent as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II will occur immediately following the execution of this Agreement by each Merger Sub, and (b) the filing and recordation of appropriate merger documents as required by the DGCL). This Agreement and each Ancillary Agreement to which Parent or each Merger Sub is (or is specified to be) a party has been or will be (upon execution and delivery) duly and validly executed and delivered by Parent and each Merger Sub and, assuming due authorization, execution and delivery by the Company or any other party thereto, constitutes a legal, valid and binding obligation of Parent or each Merger Sub, enforceable against Parent or each Merger Sub in accordance with its terms, subject to the Remedies Exceptions.

SECTION 5.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and each Ancillary Agreement to which Parent or each Merger Sub is (or is specified to be) a party by each of Parent and each Merger Sub do not, and, subject to receipt of the filing and recordation of appropriate merger documents as required by the DGCL, the Parent Holder Approval, the approval and adoption of this Agreement by Parent, as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II, which approval and adoption by Parent as the sole stockholder of Merger Sub I and as the sole member of Merger Sub II will occur immediately following the execution of this Agreement by each Merger Sub, and evidence of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions set forth on Section 5.05(b) of the Parent Disclosure Schedule or otherwise contemplated by Section 5.05(b) being made, obtained or given, the performance of this Agreement and each Ancillary Agreement to which Parent or each Merger Sub is a party by each of Parent and each Merger Sub will not, (i) conflict with or violate certificate of incorporation, bylaws, memorandum and articles of association or equivalent organizational documents of Parent or each Merger Sub, (ii) conflict with or violate any Law applicable to Parent or each Merger Sub or by which any of their property or assets is bound or affected, (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, result in the loss of any right under, or give to others any rights of termination, amendment, acceleration or cancellation of. or constitute an event which, after notice or lapse of time or both, would reasonably be expected to result in any such violation, breach or termination, in any case, pursuant to, any material Contract to which Parent or each Merger Sub is a party or by which Parent or each Merger Sub or any of their respective properties or assets is bound or affected; or (iv) result in the creation of a Lien on any property or asset of Parent or each Merger Sub, or constitute an event which, with or without notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien or result in a violation or revocation of any required license, permit or approval of Parent or each Merger Sub from any Governmental Authority or other Person, except, with respect to clauses (ii), (iii) and (iv), for any such conflicts, violations, breaches, defaults or other occurrences which would not reasonably be expected to be, individually or in the aggregate, material to Parent and each Merger Sub, taken as a whole.

(b) The execution and delivery of this Agreement and each Ancillary Agreement to which it is (or is specified to be) a party by each of Parent and each Merger Sub do

not, and the performance of this Agreement and each Ancillary Agreement to which Parent or each Merger Sub is (or is specified to be) a party by each of Parent and each Merger Sub will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority or any other person, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, Blue Sky Laws and state takeover Laws, the pre-merger notification requirements of the HSR Act, and filing and recordation of appropriate merger documents as required by the DGCL, (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not reasonably be expected to have a Parent Material Adverse Effect and (iii) approval for listing the Newco Common Stock issued pursuant to this Agreement on the NYSE.

SECTION 5.06 Compliance.

(a) Each of Parent and each Merger Sub, and their respective officers, directors or employees (in their respective capacities as such), are and have been since their respective dates of formation in compliance in all material respects with all Laws applicable to Parent or each Merger Sub or by which any property or asset of Parent or each Merger Sub is bound or affected. Since each of Parent's and each Merger Sub's respective date of formation, (i) neither of Parent or each Merger Sub has been subjected to, or received any notification from, any Governmental Authority of a violation of any applicable Law or any investigation by a Governmental Authority for actual or alleged violation of any applicable Law, (ii) to the knowledge of Parent, no claims have been filed against either of Parent or each Merger Sub with any Governmental Authority alleging any material failure by Parent or each Merger Sub to comply with any applicable Law, and (iii) neither of Parent or each Merger Sub has made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any applicable Law.

(b) Each of Parent and each Merger Sub is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for Parent or each Merger Sub to own, lease and operate its properties or to carry on its business as it is now being conducted.

SECTION 5.07 SEC Filings; Financial Statements; Sarbanes-Oxley.

(a) Parent has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the SEC, together with any amendments, restatements or supplements thereto (collectively, the "Parent SEC Reports"). Parent has heretofore furnished to the Company true and correct copies of all amendments and modifications that have not been filed by Parent with the SEC to all agreements, documents and other instruments that previously had been filed by Parent with the SEC and are currently in effect. As of their respective dates, the Parent SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder (the " Sarbanes-Oxley Act"), and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, 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. Each director and executive officer of Parent has filed with the SEC on a timely basis all documents required with respect to Parent by Section 16(a) of the Exchange Act.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the Parent SEC Reports was prepared in accordance with GAAP (applied on a consistent basis) and Regulation S-X and Regulation S-K, as applicable, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations, changes in stockholders equity and cash flows of Parent as at the respective dates thereof and for the respective periods indicated therein, (subject, in the case of unaudited statements, to normal year-end adjustments which would not reasonably be expected to individually or in the aggregate be material). Parent has no off-balance sheet arrangements that are not disclosed in the Parent SEC Reports. No financial statements other than those of Parent are required by GAAP to be included in the consolidated financial statements of Parent.

(c) Except as and to the extent set forth in the Parent SEC Reports, neither Parent nor each Merger Sub has any material liability or obligation of a nature (whether accrued, absolute, contingent or otherwise), except for liabilities and obligations arising in the ordinary course of Parent's and each Merger Subs' business consistent with past practice or incurred in connection with the Transactions.

(d) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of NYSE.

(e) Parent has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are reasonably designed to ensure that material information relating to Parent and other material information required to be disclosed by Parent in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to Parent's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act.

(f) Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in

paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act and the listing standards of the NYSE). Parent's disclosure controls and procedures are reasonably designed to ensure (i) the reliability of Parent's financial reporting and the preparation of financial statements for external purposes in material conformity with GAAP and (ii) that material information relating to Parent is accumulated and communicated to Parent's management as appropriate. Since Parent's formation, there have been no significant deficiencies or material weakness in Parent's internal control over financial reporting (whether or not remediated) and no change in Parent's control over financial reporting that has materially affected, or is reasonably likely to materially affect, Parent's internal control over financial reporting.

(g) Neither Parent nor any employee or, to the knowledge of Parent, any independent auditor of Parent has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Parent, (ii) any fraud, whether or not material, that involves Parent's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Parent or (iii) any claim or allegation regarding any of the foregoing.

(h) None of the Parent SEC Reports are the subject of ongoing SEC review or outstanding SEC comment. To the knowledge of Parent, none of the Parent SEC Reports filed on or prior to the Signing Date is subject to ongoing SEC review or investigation as of the Signing Date. To the knowledge of Parent, no notice of any SEC review or investigation of Parent or the Parent SEC Reports has been received by Parent.

SECTION 5.08 Absence of Certain Changes or Events. Since their respective formations through the Signing Date (with respect to Parent and Merger Sub I) and the date of this Agreement (with respect to Merger Sub II), (a) neither of Parent nor either Merger Sub has conducted business other than its formation, the public offering of its securities (and the related private offerings), public reporting and its search for an initial business combination as described in the Prospectus (including the investigation of the Company and the negotiation and execution of this Agreement) and related activities, (b) there has not been any Parent Material Adverse Effect, and (c) except as set forth in the Parent SEC Reports filed prior to the Signing Date, Parent has not taken any action that, if taken after the Signing Date, would constitute a breach of any of the covenants set forth in Section 6.02.

SECTION 5.09 Absence of Litigation. There is no Action (other than investigations) or, to the knowledge of Parent, investigations, pending or, to the knowledge of Parent, threatened against Parent, or any property or asset of Parent, before any Governmental Authority or that challenges or seeks to prevent or enjoin the Transactions. Neither Parent nor any material property or asset of Parent is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of Parent, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority that would reasonably be expected to be, individually or in the aggregate, material to Parent.

SECTION 5.10 Board Approval; Vote Required.

(a) The Parent Board, by resolutions duly adopted by majority vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Transactions are fair to and in the best interests of Parent and its shareholders, (ii) approved this Agreement and the Transactions and declared their advisability, (iii) determined that the fair market value of the Company is equal to at least 80% of the Trust Account, as applicable, (iv) approved the transactions contemplated by this Agreement as a business combination, and (v) resolved to recommend that the shareholders of Parent approve and adopt this Agreement and the Transactions, and directed that this Agreement and the Transactions, be submitted for consideration by the shareholders of Parent at the Parent Holders' Meeting.

(b) The only vote of the holders of any class or series of capital stock of Parent necessary to enter into this Agreement and to approve the Transactions is the Parent Holder Approval.

(c) The Merger Sub I Board, by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement, the Initial Merger and the other Transactions are fair to and in the best interests of Merger Sub I and its sole stockholder, (ii) approved this Agreement, the Initial Merger and the other Transactions and declared their advisability, and (iii) recommended that the sole stockholder of Merger Sub I approve and adopt this Agreement and approve the Initial Merger and the other Transactions and directed that this Agreement and the Transactions be submitted for consideration by the sole stockholder of Merger Sub I.

(d) The only vote of the holders of any class or series of capital stock of Merger Sub I that is necessary to approve this Agreement, the Mergers and the other Transactions is the affirmative vote of the holders of a majority of the outstanding shares of Merger Sub I Common Stock.

(e) The sole member of Merger Sub II, by resolutions duly adopted by written consent and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement, the Final Merger and the other Transactions are fair to and in the best interests of Merger Sub II and its member and (ii) approved this Agreement, the Final Merger and the other Transactions and declared their advisability.

(f) The only vote of the holders of any equity securities of Merger Sub II that is necessary to approve this Agreement, the Mergers and the other Transactions is the affirmative vote of the holders of a majority of the Merger Sub II Membership Interests.

SECTION 5.11 No Prior Operation of Merger Subs or Parent.

(a) Merger Sub I and Merger Sub II were formed solely for the purpose of engaging in the Transactions and have not engaged in any business activities or conducted any operations or incurred any obligation or liability, other than as contemplated by this Agreement or in connection with the Transactions, and have no, and at all times prior to the Initial Effective Time and the Final Effective Time, respectively, except as expressly contemplated by this Agreement, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(b) Parent was formed solely for the purpose of effecting a business combination and has not engaged in any business activities or conducted any operations or incurred any obligation or liability, other than in connection with its formation and funding, including its initial public offering and the PIPE Financing, and the sourcing and negotiation of a business combination and the execution, delivery and performance of this Agreement.

SECTION 5.12 Brokers. Except as set forth on Section 5.12 of the Parent Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent, each Merger Sub or any of their Affiliates. No brokerage, finder's or other fee or

commission is payable with respect to the portion of the PIPE Financing Amount provided by the Sponsor or any of its Affiliates under any agreement with Parent, the Sponsor or any Affiliate of the Sponsor.

SECTION 5.13 Fairness Opinion. The Parent Board has received the opinion of Houlihan Lokey Capital, Inc., to the effect that, as of the date of such opinion based upon and subject to the assumptions, qualifications, limitations and other matters considered in connection with the preparation of such opinion, the Closing Payment Shares to be issued by Parent in the Transaction pursuant to the Original Agreement, is fair, from a financial point of view, to Parent, a copy of which opinion will be made available to the Company solely for informational purposes.

SECTION 5.14 Trust Account. As of the Signing Date, Parent has (and, assuming no holders of Parent Ordinary Shares exercise the Redemption Rights, will have immediately prior to the Closing) no less than $402,500,000 in the trust fund established by Parent for the benefit of its Public Shareholders (the "Trust Fund") maintained in a trust account (the "Trust Account"). The monies of such Trust Account are invested 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 (the "Trustee") pursuant to the Investment Management Trust Agreement, dated as of March 22, 2021, between Parent and the Trustee (the "Trust Agreement"). The Trust Agreement has not been terminated, repudiated, rescinded, amended, supplemented or modified, in any respect, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated, and is valid and in full force and effect, is a legal, valid and binding obligation of Parent and the Trustee, and is enforceable in accordance with its terms, subject to the Remedies Exceptions. Parent has complied in all material respects with the terms of the Trust Agreement and is not in claimed or actual material breach thereof or material default thereunder and, to the knowledge of Parent, there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a material breach or default by Parent or the Trustee. There are no separate Contracts, agreements, side letters or other understandings (whether written or unwritten, express or implied) with the Trustee or any other person: (i) that would cause the description of the Trust Agreement in the Parent SEC Reports to be inaccurate in any material respect; or (ii) that would entitle any person (other than (x) shareholders of Parent who shall have elected to redeem their shares of Parent Class A Ordinary Shares pursuant to the Parent Governing Document and (y) any underwriters in connection with Parent's initial public offering which may be entitled to deferred underwriting discounts and commissions specified in the Prospectus to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except: (A) to pay income and franchise Taxes from any interest income earned in the Trust Account; and (B) upon the exercise of Redemption Rights in accordance with the provisions of the Parent Governing Document. As of the Signing Date, there are no Actions pending or, to the knowledge of Parent, threatened in writing with respect to the Trust Account. As of the Signing Date, assuming the accuracy of the representations and warranties of the Company herein and the compliance by the Company with its respective obligations hereunder, Parent has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Parent at the Initial Effective Time.

SECTION 5.15 Employees. Other than any consultants and advisors engaged in the ordinary course of business, Parent and the Merger Subs do not employ, and have not employed, any employees and have not retained any contractors. Other than reimbursement of any out-of-pocket expenses incurred by Parent's officers and directors in connection with activities on Parent's behalf in an aggregate amount not in excess of the amount of cash held by Parent outside of the Trust Account (exclusive of the proceeds of the PIPE Financing), Parent has no unsatisfied liability with respect to any officer or director. Parent and the Merger Subs do not maintain, sponsor, contribute to or otherwise have any liability, and have never maintained, sponsored, contributed to or otherwise had any liability, under any Employee Benefit Plan. Neither the execution and delivery of this Agreement or the other Ancillary Agreements nor the consummation of the Transactions will: (a) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of Parent; or (b) result in the acceleration of the time of payment or vesting of any such benefits. The Transactions shall not be the direct or indirect cause of any amount paid or payable by the Parent or the Merger Subs being classified as an "excess parachute payment" under Section 280G of the Code.

SECTION 5.16 Taxes.

(a) Parent and the Merger Subs (i) have duly filed all income and other material Tax Returns they are required to have filed as of the Signing Date (with respect to Parent and Merger Sub I) and as of the date hereof (with respect to Merger Sub II) (taking into account any extension of time within which to file) and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are required to have paid as of the Signing Date (with respect to Parent and Merger Sub I) and as of the date hereof (with respect to Merger Sub II); (iii) with respect to all income and other material Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the Ordinary Course of Business); (iv) do not have any material deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open; and (v) have provided adequate reserves in accordance with GAAP in the most recent consolidated financial statements of Parent, for any material Taxes of Parent as of the date of such financial statements that have not been paid.

(b) Neither Parent nor either Merger Sub is a party to, is bound by or has an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar Contract or arrangement (including any agreement, Contract or arrangement providing for the sharing or ceding of Tax credits or Tax losses) or has a liability or obligation to any person as a result of or pursuant to any such agreement, Contract, arrangement or commitment, in each case other than an agreement, Contract, arrangement or commitment the primary purpose of which does not relate to Taxes.

(c) None of Parent or either Merger Sub will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax

period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing under Code Section 481(c) (or any corresponding or similar provision of state, local or non-U.S. income Tax Law); (ii) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; or (iv) prepaid amount or deferred revenue received prior to the Closing outside the Ordinary Course of Business.

(d) Each of Parent and each Merger Sub has withheld and paid to the appropriate Tax authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, stockholder or other third party and, to Parent's knowledge, has complied in all material respects with all applicable Laws relating to the reporting and withholding of Taxes.

(e) Neither Parent nor either Merger Sub has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return (other than a group of which the Parent was the common parent and which consists only of Parent and Merger Subs).

(f) Neither Parent nor either Merger Sub has any material liability for the Taxes of any person (other than Parent and the Merger Subs) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), or as a transferee or successor by Contract or otherwise (other than a Contract the primary purpose of which does not relate to Taxes).

(g) Neither Parent nor either Merger Sub has any request for a closing agreement, private letter ruling, or similar ruling in respect of Taxes pending between Parent or either Merger Sub, on the one hand, and any Tax authority, on the other hand.

(h) Neither Parent nor either Merger Sub has in the last two (2) years distributed stock of another person, or has had its stock distributed by another person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(i) Neither Parent nor either Merger Sub has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(j) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted in writing against Parent or either Merger Sub any deficiency or claim for any Taxes or interest thereon or penalties in connection therewith, which such assertion has not been resolved.

(k) There is no material property or obligation of Parent including uncashed checks to vendors, customers or employees or other service providers, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any state or municipality under any applicable escheatment or unclaimed property laws, as of the Signing Date or that would reasonably be expected at any time after the Signing Date to become escheatable to any state or municipality under any applicable escheatment or unclaimed property laws.

(l) There are no Tax Liens upon any assets of Parent or either Merger Sub except for Permitted Liens.

(m) Neither Parent nor either Merger Sub has received written notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) Neither Parent nor either Merger Sub has received written notice of any claim from a Tax authority in a jurisdiction in which Parent or either Merger Sub does not file Tax Returns stating that Parent or either Merger Sub is or may be subject to Tax in such jurisdiction.

(o) For U.S. federal income tax purposes, (i) each of Parent and Merger Sub I is, and has been since its formation, respectively, classified as a corporation, and (ii) Merger Sub II is, and has been since its formation classified as a disregarded entity.

(p) Parent and each Merger Sub, after consultation with their tax advisors, are not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Mergers from qualifying for the Intended Tax Treatment.

SECTION 5.17 Registration and Listing. The issued and outstanding Parent Units, Parent Class A Ordinary Shares and Parent Common Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbols "VGII.U," "VGII" and "VGII.WS," respectively. As of the Signing Date, there is no Action pending, or to the knowledge of Parent, threatened against Parent by the NYSE or the SEC with respect to any intention by such entity to deregister any Parent Units, Parent Class A Ordinary Shares or Parent Common Warrants or prohibit or terminate the listing of any Parent Units, Parent Class A Ordinary Shares or Parent Common Warrants on the NYSE, and none of Parent or any of its Affiliates has taken any action in an attempt to terminate the registration of the Parent Units, Parent Class A Ordinary Shares or the Parent Common Warrants under the Exchange Act.

SECTION 5.18 Contracts. Other than this Agreement, the Ancillary Agreements or any Contracts that are exhibits to the Parent SEC Reports, there are no Contracts to which either of Parent or either Merger Sub is a party or by which either of Parent's or either Merger Sub's properties or assets may be bound, subject or affected, that (a) creates or imposes a liability greater than $50,000, (b) may not be cancelled by Parent or either Merger Sub on less than sixty (60) days' prior notice without payment of a material penalty or termination fee or (c) prohibits, prevents, restricts or impairs in any material respect any business practice of Parent or either Merger Sub as its business is currently conducted, any acquisition of material property by Parent or either Merger Sub, or restricts in any material respect the ability of Parent or either Merger Sub from engaging in business as currently conducted by it or from competing with any other person (each such Contract, a "Parent Material Contract"). All Parent Material Contracts have been made available to the Company.

SECTION 5.19 Properties. Parent does not own, license or otherwise have any right, title or interest in any material Intellectual Property rights (other than trademarks). Parent does not

own, or otherwise have an interest in, any real property, including under any real property lease, sublease, space sharing, license or other occupancy agreement.

SECTION 5.20 Affiliate Transactions. Except for equity ownership or employment relationships (including any employment or similar Contract) expressly contemplated by this Agreement, any non-disclosure or confidentiality Contract, any Ancillary Agreement or any Contract that is an exhibit to the Parent SEC Reports or described therein (including any working capital loans made by Sponsor to Parent), (a) there are no transactions or Contracts, or series of related transactions or Contracts, between Parent, on the one hand, and any related party of Parent, Sponsor, any beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of 5% or more of the Parent Ordinary Shares or, to the knowledge of Parent, any of their respective "associates" or "immediate family" members (as such terms are defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act), on the other hand, nor is any indebtedness (whether or not contingent) for borrowed money, or indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security or similar instrument owed by or to Parent, on the one hand, to or by Sponsor or any such related party, beneficial owner, associate or immediate family member, and (b) none of the officers or directors (or members of a similar governing body) of Parent, Sponsor, any beneficial owner of 5% or more of the Parent Ordinary Shares or, to the knowledge of Parent, their respective "associates" or "immediate family members" owns directly or indirectly in whole or in part, or has any other material interest in, (i) any material tangible or real property that Parent uses, owns or leases (other than through any equity securities of Parent) or (ii) any customer, vendor or other material business relation of Parent or Sponsor.

SECTION 5.21 PIPE Financing.

(a) Parent has delivered to the Company true, correct and complete copies of each of the Subscription Agreements entered into by Parent with the applicable PIPE Investors named therein, pursuant to which the PIPE Investors have committed to provide the PIPE Financing. To the knowledge of Parent (except as it relates to any PIPE Investor affiliated with the Sponsor), with respect to each PIPE Investor, each Subscription Agreement with such PIPE Investors is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and no withdrawal, termination, amendment or modification is contemplated by Parent. Each Subscription Agreement is a legal, valid and binding obligation of Parent and, to the knowledge of Parent (except as relates to any PIPE Investor affiliated with the Sponsor), each PIPE Investor that is party thereto, and none of the execution, delivery or performance of obligations under such Subscription Agreement by Parent or, to the knowledge of Parent (except as relates to any PIPE Investor affiliated with the Sponsor), such PIPE Investor, violates any applicable Laws. There are no other agreements, side letters, or arrangements between Parent and any PIPE Investor or Backstop Investor relating to any Subscription Agreement or the Backstop Subscription Agreement, respectively, that could affect the obligation of such PIPE Investors or Backstop Investor to contribute to Parent the applicable portion of the PIPE Financing Amount set forth in the Subscription Agreement of such PIPE Investors or the Backstop Tranche 2 Financing Amount set forth in the Backstop Subscription Agreement. As of the Signing Date, Parent does not know of any facts or circumstances that may reasonably be expected to result in any of the conditions set forth in any Subscription Agreement not being satisfied, or the PIPE Financing Amount not being available to Parent, on the Closing Date and, as of the date hereof, Parent does not know of any facts or circumstances that may reasonably be expected to result in

any of the conditions set forth in the Backstop Subscription Agreement not being satisfied, or the Backstop Tranche 2 Financing Amount not being available to Parent, on the Closing Date. No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of Parent under any material term or condition of any Subscription Agreement or the Backstop Subscription Agreement. As of the Signing Date, Parent has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in any Subscription Agreement and, as of the date hereof, Parent has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in the Backstop Subscription Agreement. The Subscription Agreements and the Backstop Subscription Agreement contain all of the conditions precedent (other than the conditions contained in the other agreements related to the transactions contemplated herein) to the obligations of the PIPE Investors and Backstop Investor to contribute to Parent the applicable portion of the PIPE Financing Amount set forth in the Subscription Agreements and the Backstop Tranche 2 Financing Amount set forth in the Backstop Subscription Agreement, respectively, each on the terms set forth therein.

(b) No fees, consideration or other discounts are payable or have been agreed by Parent or any of its subsidiaries (including, from and after the Closing, the Final Surviving Company and its subsidiaries) to any PIPE Investor in respect of its portion of the PIPE Financing Amount, except as set forth in the Subscription Agreements.

SECTION 5.22 Certain Business Practices; Anti-Corruption

(a) Each of Parent and each Merger Sub, and to the knowledge of Parent each of their respective officers, directors, employees, agents, other Representatives or other persons acting on their behalf, have complied with and are in compliance in all material respects with Anti-Corruption Laws.

(b) Neither Parent nor either Merger Sub, nor to the knowledge of Parent any of the their respective officers, directors, employees, agents, other Representatives or other persons acting on their behalf, (i) has offered, promised, given or authorized the giving of money or anything else of value, whether directly or through another person or entity, to (A) any government official or Governmental Authority or (B) any other person with the knowledge that all or any portion of the money or thing of value will be offered or given to a government official or Governmental Authority, in each of the foregoing clauses (A) and (B) for the purpose of influencing any action or decision of the government official or Governmental Authority in his, her or its official capacity, including a decision to fail to perform his, her or its official duties, inducing the Governmental Authority to use his, her or its influence with any government official or Governmental Authority to affect or influence any official act, or otherwise obtaining an improper advantage; or (ii) has or will make or authorize any other person to make any payments or transfers of value which have the purpose or effect of commercial bribery, or acceptance or acquiescence in kickbacks or other unlawful or improper means of obtaining or retaining business. For purposes of the foregoing clauses (A) and (B), a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of (1) the existence of or (2) a high probability of the existence of such conduct, circumstances or results.

(c) Neither Parent nor either Merger Sub, nor to the knowledge of Parent any of their respective Affiliates or any of their respective directors, officers, employees, agents or other Representatives, is, or is owned or controlled by one or more persons that are: (i) the subject of any Sanctions or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) or has conducted business with any person or entity or any of its respective officers, directors, employees, agents, other Representatives or other persons acting on its behalf that is located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria).

(d) The operations of Parent and each Merger Sub are and have been conducted at all times in material compliance with all Anti-Money Laundering Laws.

SECTION 5.23 Information Supplied. On the date of any filing pursuant to Rule 424(b), the date the Proxy Statement is first mailed to the Pre-Closing Parent Holders, and at the time of the Parent Holders' Meeting, none of the information furnished by or on behalf of Parent or either Merger Sub in writing specifically for inclusion in the Registration Statement or Proxy Statement (together with any amendments or supplements thereto) will include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, neither Parent nor either Merger Sub make any representations or warranties with respect to any information supplied by or on behalf of the Company.

SECTION 5.24 Parent's and Merger Subs' Investigation and Reliance. Each of Parent and each Merger Sub has made its own independent investigation, review and analysis regarding the Company and any Company Subsidiary and the Transactions, which investigation, review and analysis were conducted by Parent and each Merger Sub together with advisors, including legal counsel, that they have engaged for such purpose. Parent and each Merger Sub and their Representatives have been provided with adequate access to the Representatives, properties, offices, plants and other facilities, books and records of the Company and any Company Subsidiary and other information that they have requested in connection with their investigation of the Company and the Company Subsidiaries and the Transactions. Neither Parent nor either Merger Sub is relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any Company Subsidiary or any of their respective Representatives, except as expressly set forth in Article IV (as modified by the Company Disclosure Schedule) or in the Ancillary Agreements. Neither the Company nor any of its respective stockholders, Affiliates or Representatives shall have any liability to Parent and each Merger Sub or any of their respective stockholders, Affiliates or Representatives resulting from the use of any information, documents or materials made available to Parent or either Merger Sub or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions. Neither the Company nor any of its stockholders, Affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company or any Company Subsidiary.

SECTION 5.25 Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article V (as modified by the Parent Disclosure Schedule) and the representations and warranties as may be provided in the Ancillary Agreements, each of Parent and each Merger Sub hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to Parent, its Affiliates, and any matter relating to any of them, including their affairs, the condition, value or quality of their respective assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to the Company, its Affiliates or any of their respective Representatives by, or on behalf of, Parent or each Merger Sub, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement (as modified by the Parent Disclosure Schedule), in the Parent Officer's Certificate or as set forth in any Ancillary Agreement, none of Parent, either Merger Sub or any other person on their behalf has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to the Company, its Affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Parent or any of its Affiliates (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation or in any other information made available to the Company, its Affiliates or any of their respective Representatives or any other person, and any such representations or warranties are expressly disclaimed.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGERS

SECTION 6.01 Conduct of Business by the Company Pending the Mergers.

(a) The Company agrees that, between the Signing Date and the Initial Effective Time or the earlier termination of this Agreement, except as (i) expressly contemplated by any other provision of this Agreement or any Ancillary Agreement, including, for the avoidance of doubt, the Backstop Subscription Agreement, (ii) as set forth in Section 6.01(a) of the Company Disclosure Schedule, (iii) as required by applicable Law (including as may be compelled by any Governmental Authority) or (iv) for any COVID-19 Response, unless Parent shall otherwise consent in writing (which consent shall not be unreasonably conditioned, withheld or delayed), the Company shall, and shall cause the Company Subsidiaries to, use commercially reasonable efforts to conduct their business in the Ordinary Course of Business and shall use its reasonable best efforts to preserve substantially intact the business organization of the Company and the Company Subsidiaries, to keep available the services of the current officers and key employees of the Company and the Company Subsidiaries and to preserve the current relationships of the Company and the Company Subsidiaries with customers, suppliers and other persons with which the Company or any Company Subsidiary has significant business relations.

(b) By way of amplification and not limitation, except as (A) expressly contemplated by any other provision of this Agreement or any Ancillary Agreement, (B) as set forth in Section 6.01(b) of the Company Disclosure Schedule, (C) as required by applicable Law (including as may be requested or compelled by any Governmental Authority) or (D) for any

COVID-19 Response, the Company shall not, and shall cause each Company Subsidiary not to, between the Signing Date and the Initial Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of Parent (which consent shall not be unreasonably conditioned, withheld or delayed):

(i) amend or otherwise change its certificate of incorporation or bylaws or equivalent organizational documents;

(ii) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock of the Company or any Company Subsidiary, or any options, warrants, restricted share units, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of the Company or any Company Subsidiary, other than (A) issuances of Company Warrants in connection with drawdowns in the Ordinary Course of Business pursuant to the Credit Agreement, (B) issuances of Company Securities or other equity securities in connection with acquisitions by the Company or any Company Subsidiary of any corporation, partnership, other business organization or any division or assets thereof in the Ordinary Course of Business, (C) issuances or grants made under the Company Equity Incentive Plan, (D) the exercise or settlement of any Company Options or Company Warrants or (E) the conversion of any shares of capital stock in accordance with their terms;

(iii) sell, lease, license, sublicense, exchange, mortgage, pledge, create any Liens (other than Permitted Liens or Liens created in connection with indebtedness incurred in compliance with Section 6.01(b)(vii) below) on, transfer or otherwise dispose of any material tangible assets of the Company or any Company Subsidiary outside of the Ordinary Course of Business;

(iv) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, except dividends and distributions by a wholly-owned Company Subsidiary to the Company or another wholly-owned Company Subsidiary;

(v) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock, other than (A) redemptions of equity securities from former employees upon the terms set forth in the underlying agreements governing such equity securities, (B) the withholding of equity securities to satisfy the exercise price or the applicable Tax withholding requirements upon the exercise or vesting of any equity-based compensation award or (C) transactions between the Company and any wholly-owned Company Subsidiary or between wholly-owned Company Subsidiaries;

(vi) (A) acquire any equity interest or other interest in any other entity or enter into a joint venture or business association with any other entity or (B) acquire (including by merger, consolidation, or acquisition of stock or substantially all of the assets or any other business combination) any corporation, partnership, other business organization or any division thereof, in each case, if such acquisition exceeds $10,000,000;

(vii) (A) other than drawdowns under the Credit Agreement in the Ordinary Course of Business, incur or assume any indebtedness for borrowed money or indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security or similar instrument in excess of $18,000,000 in the aggregate, (B) cancel or forgive any material debts or other material amounts owed to the Company or any Company Subsidiary other than in the Ordinary Course of Business or (C) make any loans, advances to, or guarantees for the benefit of, any person other than any wholly-owned Company Subsidiary, except for loans and advances to customers, suppliers or vendors in the Ordinary Course of Business;

(viii) merge or consolidate itself with any person or authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, reorganization or similar transaction involving the Company or any Company Subsidiary (other than the Mergers);

(ix) hire, terminate (other than for cause) or change the material compensation terms of any officer of the Company or any Company Subsidiary who will become subject to Section 16 of the Exchange Act as a result of the transactions contemplated by this Agreement;

(x) change any of the Company's or any Company Subsidiary's accounting methods, policies or procedures, other than reasonable and usual amendments in the Ordinary Course of Business as required by GAAP or applicable Law or to obtain compliance with the auditing standards of the Public Company Accounting Oversight Board and any division or subdivision thereof;

(xi) (A) make or change any material Tax election, (B) adopt or change any material Tax accounting method, (C) settle or compromise any material Tax liability, (D) enter into any closing agreement within the meaning of Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law), (E) file any amended material Tax Return, (F) consent to any extension or waiver of the statute of limitations regarding any material amount of Taxes, or (G) settle or consent to any claim or assessment relating to any material amount of Taxes;

(xii) (A) commence, waive, release, assign, settle, satisfy or compromise any pending or threatened Action, other than waivers, releases, assignments, settlements or compromises that are solely monetary in nature and do not involve an admission of wrongdoing, do not result in any material restriction on the Company or any Company Subsidiary and do not exceed $10,000,000 individually or in the aggregate or (B) other than in the Ordinary Course of Business, waive, release or assign any claims or rights of the Company or any Company Subsidiary;

(xiii) other than in the Ordinary Course of Business (including, in the case of clause (B), upon any expiration of the term of any Material Contract or as needed to continue conducting the business of the Company in the Ordinary Course of Business), (A) modify, voluntarily terminate, permit to lapse, waive, or fail to enforce any material right or remedy under any Material Contract, (B) materially amend, extend or renew any Material Contract, or (C) enter into any Material Contract;

(xiv) except for non-exclusive licenses granted in the Ordinary Course of Business, assign, transfer or dispose of, license, abandon, sell, lease, sublicense, modify, terminate, permit to lapse, create or incur any Lien (other than a Permitted Lien or Liens incurred in connection with indebtedness incurred in compliance with Section 6.01(b)(vii) above) on, or otherwise fail to take any action necessary to maintain, enforce or protect any material Company Owned IP or Company Licensed IP;

(xv) permit any insurance policies listed in Section 4.18 of the Company Disclosure Schedule to be canceled or terminated in a manner that would be adverse or detrimental to the Company or its business, other than if, in connection with such cancellation or termination, a replacement policy having comparable deductions and providing coverage substantially similar to the coverage under the lapsed policy for substantially similar premiums or less is in full force and effect;

(xvi) make any commitments for capital expenditures that would reasonably be expected to require payments during fiscal years 2021 or 2022 in excess of $10,000,000 in the aggregate;

(xvii) fail to maintain or timely obtain any Company Permit that is material to the ongoing operations of the Company or any Company Subsidiary; or

(xviii) enter into any binding formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

Nothing herein shall require the Company to obtain consent from Parent to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law, and nothing contained in this Section 6.01 shall give to Parent, directly or indirectly, the right to control or direct the Ordinary Course of Business operations of the Company or any of the Company Subsidiaries prior to the Closing Date. Prior to the Closing Date, each of Parent and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations.

SECTION 6.02 Conduct of Business by Parent and Merger Subs Pending the Mergers

(a) Except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement (including entering into various Subscription Agreements and consummating the PIPE Financing), as set forth on Section 6.02(a) of the Parent Disclosure Schedule or as required by applicable Law (including as may be requested or compelled by any Governmental Authority), Parent agrees that from the Signing Date (or, with respect to matters related to Merger Sub II, from the date of Merger Sub II's formation) until the earlier of the termination of this Agreement and the Initial Effective Time, unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), (A) the businesses of Parent and each Merger Sub shall be conducted in the ordinary course of business and in a manner consistent with past practice and (B) neither Parent nor either Merger Sub shall:

(i) amend or otherwise change (A) the Parent Governing Document or equivalent organizational documents or (B) the Trust Agreement or any other agreement related to the Trust Agreement;

(ii) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than redemptions from the Trust Fund that are required pursuant to the Parent Governing Document;

(iii) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the Parent Class A Ordinary Shares, Parent Class B Ordinary Shares or Parent Warrants other than (A) any redemption from the Trust Fund that is required pursuant to the Parent Governing Document or (B) as otherwise required by the Parent Governing Document in order to consummate the Transactions;

(iv) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of Parent or either Merger Sub, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of Parent or either Merger Sub other than in connection with the exercise of any Parent Warrants outstanding on the Signing Date;

(v) (A) acquire any equity interest or other interest in any other entity or enter into a joint venture, partnership, alliance or business association with any other entity or (B) acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization;

(vi) other than working capital loans from Sponsor to fund operating expenses, incur or assume any indebtedness for borrowed money or guarantee any such indebtedness of another person or persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of Parent, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing;

(vii) make any change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as required by a concurrent amendment in GAAP or applicable Law;

(viii) (A) make or change any material Tax election, (B) adopt or change any material Tax accounting method, (C) settle or compromise any material Tax liability, (D) enter into any closing agreement within the meaning of Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law), (E) file any amended material Tax Return, (F) consent to any extension or waiver of the statute of limitations regarding any material amount of Taxes, or (G) settle or consent to any claim or assessment relating to any material amount of Taxes;

(ix) merge or consolidate itself with any person or authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, reorganization or similar transaction involving any the Company or any Company Subsidiary (other than the Mergers);

(x) (A) enter into any material Contract or, other than in the ordinary course of business, (1) modify, voluntarily terminate, permit to lapse, waive, or fail to enforce any material right or remedy under any material Contract or (2) materially amend, extend or renew any material Contract, or (B) amend, modify, terminate, supplement or waive any of the conditions or contingencies to funding set forth in the Subscription Agreements or any other provision of, or remedies under,

the Subscription Agreements, other than to reflect any permitted assignments or transfers of the Subscription Agreements by the applicable PIPE Investors pursuant to the Subscription Agreements;

(xi) hire any employees or adopt any benefit plans;

(xii) make any loans, advances or capital contributions to, or investments in, any other person;

(xiii) (A) waive, release, assign, settle or compromise any Action, other than waivers, releases, assignments, settlements or compromises that are solely monetary in nature and do not involve an admission of wrongdoing, do not result in any material restriction on Parent or Newco, as applicable, or the Final Surviving Company and do not exceed $50,000 individually or in the aggregate or (B) waive, release or assign any claims or rights of Parent or either Merger Sub;

(xiv) sell, lease, license, sublicense, exchange, mortgage, pledge, create any Liens (other than Permitted Liens) on, transfer or otherwise dispose of any material tangible or intangible assets of Parent or either Merger Sub;

(xv) change any of Parent's or either Merger Subs' accounting policies or procedures, other than as required by GAAP or applicable Law;

(xvi) pay or make any commitments for capital expenditures; or

(xvii) enter into any binding formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

(b) Nothing in this Section 6.02 shall give to the Company, directly or indirectly, the right to control or direct the ordinary course of business operations of Parent prior to the Closing Date. Prior to the Closing Date, each of Parent and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

SECTION 6.03 Claims Against Trust Account. Reference is made to the final prospectus of Parent, dated as of March 22, 2021 and filed with the SEC (File Nos. 333-253097 and 333-254598) on March 24, 2021 (the "Prospectus"). The Company hereby represents and warrants that it has read the Prospectus and understands that Parent has established the Trust Account containing the proceeds of its initial public offering (the "IPO") and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of Parent's public shareholders (including overallotment shares acquired by Parent's underwriters the "Public Shareholders"), and that, except as otherwise described in the Prospectus and subject to Section 7.14, Parent may disburse monies from the Trust Account only for the express purposes set forth in the Prospectus. For and in consideration of Parent entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees that, notwithstanding anything to the contrary in this Agreement, the Company does not now nor shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or any claim against the Trust Account (including any distributions therefrom), as a result of, in connection with or relating in any way to, this Agreement and any negotiations, Contracts or agreements between Parent or its Representatives, on the one hand, and the Company or its Representatives, on the other hand, 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 "Released Claims"). The Company hereby irrevocably waives any Released Claims that the Company may have against the Trust Account (including any distributions therefrom) now or in the future and will not seek recourse against the Trust Account (including any distributions therefrom) with respect to any Released Claims (including for an alleged breach of this Agreement or any other agreement with Parent or its Affiliates); provided, however, that the foregoing waiver will not limit or prohibit the Company from pursuing a claim against Parent, either Merger Sub or any other person (a) for legal relief against monies or other assets of Parent (or any successor entity) or either Merger Sub held outside of the Trust Account or for specific performance or other equitable relief in connection with the Transactions or (b) for damages for breach of this Agreement against Parent (or any successor entity) or either Merger Sub, including claims against any funds distributed from the Trust Account to Parent or any successor entity thereof after the completion of Parent's Business

Combination (as defined in the Prospectus) (but such claim shall not be against the Trust Account or any funds distributed from the Trust Account to holders of Parent Ordinary Shares in accordance with the Parent Governing Document and the Trust Agreement).

ARTICLE VII

ADDITIONAL AGREEMENTS

SECTION 7.01 Proxy Statement; Registration Statement.

(a) As promptly as practicable after the execution of this Agreement, (i) Parent (with the assistance and cooperation of the Company as reasonably requested by Parent) shall prepare and file with the SEC a joint information statement/proxy statement (as amended or supplemented, the "Proxy Statement") to be sent to the Pre-Closing Parent Holders and to the stockholders of the Company (A) as an information statement relating, with respect to the Company's stockholders, to the action to be taken by stockholders of the Company pursuant to the

Written Consent or by vote at a Company Stockholders Meeting and (B) as a proxy statement, with respect to the Pre-Closing Parent Holders, in which Parent shall solicit proxies from Pre-Closing Parent Holders to vote at the extraordinary general meeting of all holders of Parent Ordinary Shares called for the purpose of voting on the following matters (the "Parent Holders' Meeting") in favor of (1) the approval and adoption of this Agreement and the Transactions, including the Mergers, (2) the Domestication, (3) in connection with the Domestication, the amendment of the Parent Governing Document and approval of the Newco Certificate of Incorporation and Newco Bylaws, (4) the issuance of Newco Common Stock as contemplated by this Agreement and the Subscription Agreements, (5) the approval and adoption of an equity incentive plan, substantially in the form attached as Exhibit D hereto, that provides for the grant of awards to employees and other service providers of the Final Surviving Company and its subsidiaries in the form of options, restricted shares, restricted share units and/or other equity-based awards based on Newco Class A Common Stock with a total pool of awards of Newco Class A Common Stock not exceeding the New Incentive Plan Size (the "New Incentive Plan"), (6) the approval and adoption of an employee stock purchase plan, substantially in the form attached as Exhibit E hereto, that provides for the purchase of up to a number of shares of Newco Class A Common Stock, to be determined by the Company Board prior to the Closing, by employees of the Final Surviving Company and its subsidiaries and an annual "evergreen" increase, to be determined by the Company Board prior to the Closing, of no less than a one percent (1%) of the shares of Newco Common Stock outstanding as of the day prior to such increase (the "New Stock Purchase Plan"), (7) the election of the directors constituting the Newco Board, (8) the adjournment of the Parent Holders' Meeting to a later date or dates if it is determined by Parent and the Company that additional time is necessary to consummate the Transactions for any reason, (9) the adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Proxy Statement, the Registration Statement or correspondence related thereto, and (10) the adoption and approval of any other proposals as reasonably agreed by Parent and the Company to be necessary or appropriate in connection with the Mergers and the other Transactions (collectively, the "Parent Proposals"), and (ii) Parent shall prepare and file with the SEC a registration statement on Form S-4 (together with all amendments thereto, the "Registration Statement") in which the Proxy Statement shall be included as a prospectus, in connection with the registration under the Securities Act of the shares of NewcoCommon Stock to be issued to the stockholders of the Company pursuant to this Agreement, including, for the avoidance of doubt, any shares of Newco Class B Common Stock to be issued pursuant to Section 3.06 of this Agreement. Parent and the Company each shall use their reasonable best efforts to (w) cause the Proxy Statement and Registration Statement

when filed with the SEC to comply in all material respects with all legal requirements applicable thereto, (x) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Proxy Statement or the Registration Statement, (y) cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable and (z) to keep the Registration Statement effective as long as is necessary to consummate the Transactions. As promptly as practicable after the Registration Statement becomes effective, each of the Company and Parent shall mail the Proxy Statement to their respective stockholders. Each of Parent and the Company shall promptly furnish all information concerning it as may reasonably be requested by the other party in connection with such actions and the preparation of the Registration Statement and the Proxy Statement.

(b) No filing of, or amendment or supplement to the Proxy Statement or the Registration Statement will be made by Parent or the Company without the approval of the other party (such approval not to be unreasonably withheld, conditioned or delayed). Parent will advise the Company, promptly after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment thereto has been filed, of the issuance of any stop order, of the suspension of the qualification of the Parent Ordinary Shares or the Newco Common Stock to be issued or issuable to the stockholders of the Company in connection with this Agreement for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Proxy Statement or the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information. Each of Parent and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC with respect to the Proxy Statement or the Registration Statement and any amendment to the Proxy Statement or the Registration Statement filed in response thereto.

(c) Parent shall ensure that the information supplied by Parent for inclusion in the Registration Statement and the Proxy Statement shall not contain any untrue statement of a material fact or fail 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 were made, not misleading at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the Pre-Closing Parent Holders, (iii) the time of the Parent Holders' Meeting, and (iv) the Initial Effective Time. If, at any time prior to the Initial Effective Time, any event or circumstance relating to Parent or either Merger Sub, or their respective officers or directors, should be discovered by Parent which should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, Parent shall promptly inform the Company. All documents that Parent is responsible for filing with the SEC in connection with the Mergers or the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

(d) The Company shall ensure that the information supplied by the Company for inclusion in the Registration Statement and the Proxy Statement shall not contain any untrue statement of a material fact or fail 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 were made, not misleading, at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the Pre-Closing Parent Holders, (iii) the time of the Parent Holders' Meeting, and (iv) the Initial Effective Time. If, at any time prior to the Initial Effective Time, any event or circumstance relating to the Company, or its officers or directors, should be discovered by the Company which should be set forth in an amendment or a supplement to the Registration Statement or the Proxy Statement, the Company shall promptly inform Parent. All documents that the Company is responsible for filing with the SEC in connection with the Mergers or the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

SECTION 7.02 Parent Holders' Meeting, Merger Sub I Stockholder's Approval and Merger Sub II Member Approval

(a) Parent shall call and hold the Parent Holders' Meeting as promptly as practicable after the Registration Statement becomes effective (but in any event no later than thirty (30) days after the date on which the Registration Statement becomes effective) for the purpose of voting solely upon the Parent Proposals. The Parent Board shall unanimously recommend to Parent's shareholders that they approve the Parent Proposals and shall include such recommendation in the Proxy Statement; provided, that the Parent Board may make a withdrawal of such recommendation or an amendment, qualification or modification of such recommendation solely to the extent it has determined, upon the advice of counsel, that a Company Material Adverse Effect has occurred, and that doing so is required in order to comply with its fiduciary duties. Notwithstanding the foregoing provisions of this Section 7.02(a), Parent shall have the right to (and in the case of the following clauses (ii) and (iii), at the request of the Company, Parent shall) make one or more successive postponements or adjournments of the Parent Holders' Meeting, in each case, to the extent required (i) to ensure that any supplement or amendment is made to the Proxy Statement that Parent, after reasonable consultation with the Company, has determined in good faith is required to satisfy the conditions of Section 7.01 or any other applicable Law or (ii) if on a date for which the Parent Holders' Meeting is scheduled, Parent has not received proxies representing a sufficient number of Parent Ordinary Shares to obtain the Parent Holder Approval, whether or not a quorum is present, (iii) if, as of the time for which the Parent Holders' Meeting is scheduled (as set forth in the Proxy Statement), there are insufficient Parent Ordinary Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business to be conducted at the Parent Holders' Meeting or (iv) if, as of the deadline for electing redemption by holders of Parent Class A Ordinary Shares in accordance with the Parent Governing Document, the number of shares being redeemed would cause the condition to Closing set forth in Section 8.03(e) to not be satisfied; provided, that Parent shall reconvene such Parent Holders' Meeting as promptly as practicable following such time as the matters described in clauses (i), (ii), (iii) and (iv) have been resolved, and in no event shall the Parent Holders' Meeting be (x) postponed or adjourned for more than (A) ten Business Days for any individual postponement or adjournment or (B) except for any postponement or adjournment pursuant to clause (i), more than twenty Business Days in the aggregate or (y) reconvened on a date that is later than five (5) Business Days prior to the Outside Date. Parent shall use its reasonable best efforts to obtain the Parent Holder Approval at the Parent Holders' Meeting, including by soliciting from its shareholders proxies as promptly as possible in favor of the Parent Proposals, and shall take all other action necessary or advisable to secure the required vote or consent of its shareholders.

(b) Promptly following the execution of this Agreement, Parent shall approve and adopt this Agreement and approve the Initial Merger and the other Transactions in its capacity as the sole stockholder of Merger Sub I (the "Merger Sub I Sole Stockholder Approval").

(c) Promptly following the execution of this Agreement, Parent shall approve and adopt this Agreement and approve the Final Merger and the other Transactions in its capacity as the sole member of Merger Sub II (the "Merger Sub II Member Approval").

SECTION 7.03 Company Stockholder Approval. Upon the terms set forth in this Agreement, the Company shall (a) seek the irrevocable written consent, in form and substance

reasonably acceptable to Parent, of holders of the Requisite Approval (including the Requisite Stockholders) in favor of the approval and adoption of this Agreement, the Mergers and the other Transactions (the "Written Consent") as soon as reasonably practicable after the Registration Statement becomes effective and (b) in the event the Company determines it is not able to obtain the Written Consent, the Company shall call and hold a meeting of holders of shares of Company Capital Stock for the purpose of voting solely upon the adoption of this Agreement, the Mergers and the other Transactions (the "Company Stockholders Meeting") as soon as reasonably practicable after the Registration Statement becomes effective. The Company shall use its reasonable best efforts to obtain the Company Stockholder Approval at the Company Stockholders Meeting, including by soliciting from its stockholders proxies as promptly as possible in favor of this Agreement and the Mergers, and shall take all other action necessary or advisable to secure the Company Stockholder Approval. The Company Board shall recommend to its stockholders that they approve this Agreement and the Mergers. Notwithstanding anything to the contrary herein, none of the Company nor any of its Affiliates shall be required to pay any additional consideration to any stockholder of the

Company in order to obtain the Written Consent.

SECTION 7.04 Access to Information; Confidentiality.

(a) From the Signing Date until the Initial Effective Time, the Company and Parent shall (and shall cause their respective subsidiaries to): (i) provide to the other party (and the other party's officers, directors, employees, investment bankers, accountants, consultants, legal counsel, agents and other advisors or representatives, collectively, "Representatives") reasonable access at reasonable times upon prior notice to the officers, employees, agents, properties, offices and other facilities of such party and its subsidiaries and to the books and records thereof; and (ii) furnish promptly to the other party such information concerning the business, properties, contracts, assets, liabilities, personnel and other aspects of such party and its subsidiaries as the other party or its Representatives may reasonably request, including in connection with any Tax disclosure in any statement, filing, notice or application relating to the Intended Tax Treatment or any Tax opinion requested or required to be filed pursuant to Section 7.11(c). Notwithstanding the foregoing, neither the Company nor Parent shall be required to provide access to or disclose information where the access or disclosure would jeopardize the protection of attorney-client privilege, violate contractual arrangements or contravene applicable Law (it being agreed that the parties hereto shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

(b) All information obtained by the parties hereto pursuant to this Section 7.04 shall be kept confidential in accordance with the non-disclosure agreement, dated as of June 7, 2021 (the "Non-Disclosure Agreement"), between Parent and the Company.

(c) Notwithstanding anything in this Agreement to the contrary, each party (and its respective Representatives) may consult any Tax advisor as is reasonably necessary regarding the Tax treatment and Tax structure of the Transactions and may disclose to such advisor as reasonably necessary, the intended Tax treatment and Tax structure of the Transactions and all materials (including any Tax analysis) that are provided relating to such treatment or structure, in each case in accordance with the Non-Disclosure Agreement.

SECTION 7.05 Exclusivity. From the Signing Date and ending on the earlier of (a) the Closing and (b) the termination of this Agreement, the parties hereto shall not, and shall cause their respective subsidiaries and its and their respective Representatives not to, directly or indirectly, (i) enter into, solicit, initiate or continue any discussions or negotiations with, or knowingly encourage or respond to any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" (within the meaning of Section 13(d) of the Exchange Act), concerning any sale of any material assets of such party or any of its outstanding capital stock or any conversion, merger, consolidation, liquidation, recapitalization, dissolution or similar transaction involving such party or any of such party's subsidiaries other than with the other parties to this Agreement and their respective Representatives (an "Alternative Transaction"), (ii) enter into any agreement regarding, continue or otherwise participate in any discussions regarding, or furnish to any person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Transaction or (iii) commence, continue or renew any due diligence investigation regarding any Alternative Transaction. Each party shall, and shall cause its subsidiaries and its and their respective Affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any Alternative Transaction. Each party will promptly request each person (other than the parties hereto and their respective Representatives) that has prior to the Signing Date been provided with Confidential Information in connection with its consideration of an Alternative Transaction to return or destroy all such Confidential Information furnished to such person by or on behalf of it. If a party or any of its subsidiaries or any of its or their respective Representatives receives any inquiry or proposal with respect to an Alternative Transaction at any time prior to the Closing, then such party shall promptly (and in no event later than twenty-four (24) hours after such party becomes aware of such inquiry or proposal) notify such person in writing that such party is subject to an exclusivity agreement with respect to the Transaction that prohibits such party from considering such inquiry or proposal. Without limiting the foregoing, the parties hereto agree that any violation of the restrictions set forth in this Section 7.05 by a party or any of its subsidiaries or its or their respective Affiliates or Representatives shall be deemed to be a breach of this Section 7.05 by such party.

SECTION 7.06 Employee Benefits Matters.

(a) Parent shall use commercially reasonable efforts, or shall cause the Final Surviving Company and each of its subsidiaries to use commercially reasonable efforts, as applicable, to provide the employees of the Company and the Company Subsidiaries who remain employed immediately after the Final Effective Time (the "Continuing Employees") credit for purposes of eligibility to participate, vesting and determining the level of benefits, as applicable, under any Employee Benefit Plan established or maintained by the Final Surviving Company or any of its subsidiaries (excluding any retiree health plans or programs or defined benefit retirement plans or programs) for service accrued or deemed accrued prior to the Initial Effective Time with the Company or any Company Subsidiary; provided, however, that such crediting of service shall not operate to duplicate any benefit or the funding of any such benefit. In addition, Parent shall use commercially reasonable efforts to (i) cause to be waived any eligibility waiting periods, any evidence of insurability requirements and the application of any pre-existing condition limitations under each of the Employee Benefit Plans established or maintained by the Final Surviving Company or any of its subsidiaries that cover the Continuing Employees or their dependents, and

(ii) cause any eligible expenses incurred by any Continuing Employee and his or her covered dependents, during the portion of the plan year in which the Closing occurs, under those health and welfare benefit plans in which such Continuing Employee currently participates to be taken into account under those health and welfare benefit plans in which such Continuing Employee participates subsequent to the Closing Date for purposes of satisfying all deductible, coinsurance, and maximum out-of-pocket requirements applicable to such Continuing Employee and his or her covered dependents for the applicable plan year. Following the Closing, the Final Surviving Company will honor all accrued but unused vacation, sick leave and other paid time off of the Continuing Employees that existed immediately prior to the Closing with respect to the calendar year in which the Closing occurs. As a condition to Parent's obligations under this Section 7.06(a), the Company shall provide Parent or its designee with all information reasonably requested and necessary to allow Parent or its designee to comply with such obligations.

(b) The Company shall cause all notices to be timely provided to each optionee under the Company Equity Incentive Plan as required by the Company Equity Incentive Plan.

(c) The provisions of this Section 7.06 are solely for the benefit of the parties to the Agreement, and nothing contained in this Agreement, express or implied, shall confer upon any Continuing Employee or legal representative or beneficiary or dependent thereof, or any other person, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, whether as a third-party beneficiary or otherwise, including any right to employment or continued employment for any specified period, or level of compensation or benefits. Nothing contained in this Agreement, express or implied, shall constitute an amendment or modification of any Employee Benefit Plan or other employee benefit arrangement or shall require the Company, Parent, the Final Surviving Company or any of its subsidiaries to continue any Plan or other employee benefit arrangements, or prevent their amendment, modification or termination.

(d) As promptly as practicable after the Final Effective Time, subject to approval of the Pre-Closing Parent Holders, Parent and Newco, as applicable, shall adopt and implement the New Incentive Plan and the New Stock Purchase Plan.

SECTION 7.07 Directors' and Officers' Indemnification**.**

(a) The certificate of formation and limited liability agreement of the Final Surviving Company shall each contain provisions no less favorable with respect to indemnification, advancement or expense reimbursement than are set forth in the Company Certificate of Incorporation or the bylaws of the Company as of the Signing Date,

which provisions of the certificate of formation and limited liability company agreement of the Final Surviving Company shall not be amended, repealed or otherwise modified for a period of six (6) years from the Final Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Initial Effective Time, were directors, officers, employees, fiduciaries or agents of the Company (each, an "Indemnitee"), unless such modification shall be required by applicable Law; provided, that the Company may agree for any such provisions included in the Company Certificate of Incorporation to be included in the limited liability company agreement of the Final Surviving Company instead of in the certificate of formation of

the Final Surviving Company. From and after the Final Effective Time, Parent agrees that it shall indemnify and hold harmless each Indemnitee against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Initial Effective Time whether asserted or claimed prior to, at or after the Initial Effective Time, to the fullest extent that the Company would have been permitted under applicable Law, the Company Certificate of Incorporation or the bylaws of the Company, each as in effect on the Signing Date, to indemnify such Indemnitee (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law).

(b) From the Closing Date, and for a period of six (6) years from the Final Effective Time, Parent shall maintain in effect directors' and officers' liability insurance covering those persons who are currently covered by the Company's directors' and officers' liability insurance policy on terms not less favorable than the terms of such current insurance coverage, except that in no event shall Parent be required to pay an annual premium for (or an increase in premium due to) such insurance in excess of 300% of the aggregate annual premium payable by the Company for such insurance policy for the year ended December 31, 2021 (the "Maximum Annual Premium"); provided, however, that if any claim is asserted or made within such six (6) year period, any insurance required to be maintained under this Section 7.07(b) shall be continued in respect of such claim until the final disposition thereof.

(c) Parent shall (i) cause coverage to be extended under its current directors' and officers' liability insurance policy by obtaining a six (6) year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Initial Effective Time and (ii) if any claim is asserted or made within such six (6) year period, any insurance required to be maintained under this Section 7.07(c) shall be continued in respect of such claim until the final disposition thereof.

(d) On the Closing Date, to the extent not already entered into, Parent shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and Parent with the post-Closing directors and officers of Newco, which indemnification agreements shall continue to be effective following the Closing. Prior to the Closing, Parent and the Company shall use their commercially reasonable efforts to ensure that Parent shall, with effectiveness from and after the Closing, obtain directors' and officers' liability insurance covering the persons who will be directors and officers of Parent and its subsidiaries from and after the Closing and thereafter on terms that are consistent with market standards.

(e) If Parent or, after the Closing, the Final 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 entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Parent or the Final Surviving Company, as applicable, assume the obligations set forth in this Section 7.07.

SECTION 7.08 Notification of Certain Matters. Each of the Company and Parent shall give prompt notice to the other party of: (a) any Action or investigation that would have been

required to be disclosed to the other party under this Agreement if such party had knowledge of it as of the Signing Date; (b) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, could reasonably be expected to cause any condition set forth in Article VIII not to be satisfied at any time from the Signing Date to the Initial Effective Time; (c) any notice or other communication from any third Person alleging that the consent of such third Person is or may be required in connection with the Mergers or the other Transactions; (d) without limiting Section 7.13, any regulatory notice or report from a Governmental Authority in respect of the Transactions; and (e) in the case of the Company, any information or knowledge obtained by the Company or any of the Company Subsidiaries that could reasonably be expected to materially affect the Company's or any of the Company Subsidiary's current projections, forecasts or budgets or estimates of revenues, earnings or other measures of financial performance for any period.

SECTION 7.09 Further Action; Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise, and each shall cooperate with the other, to consummate and make effective the Transactions, including using its reasonable best efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of, and the expiration or termination of waiting periods by, Governmental Authorities and parties to contracts with the Company and the Company Subsidiaries as set forth in Section 4.05 necessary for the consummation of the Transactions and to fulfill the conditions to the Mergers. In case, at any time after the Final Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party shall use their reasonable best efforts to take all such action. Notwithstanding the foregoing, nothing herein (including Section 7.13) shall require the Company to incur any liability or expense (other than *de minimis* costs and expenses) or subject itself or its business to any imposition of any limitation on the ability to conduct its business or to own or exercise control of its assets or properties.

(b) Each of the parties hereto shall, to the extent permitted by applicable Law, keep each other reasonably apprised of the status of matters relating to the Transactions, including promptly notifying the other parties hereto of any material substantive communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permitting the other parties hereto to review in advance, and to the extent practicable consult about, any proposed substantive communication by such party to any Governmental Authority in connection with the Transactions. No party to this Agreement shall agree to participate in any substantive meeting, video or telephone conference, or other substantive communications with any Governmental Authority in respect of any filings, investigation or other inquiry unless it has given the other parties a reasonable opportunity to consult with it in advance and, to the extent permitted by such Governmental Authority, gives the other parties hereto or their outside counsel the opportunity to attend and participate at such meeting, conference or other communications. Subject to the terms of the Non-Disclosure Agreement and to the extent permitted by applicable Law, the parties hereto will coordinate and reasonably cooperate with each other in exchanging such information and providing such assistance as the other parties hereto may reasonably request in connection with the foregoing. Subject to the terms of the Non-Disclosure Agreement and to the extent permitted by applicable Law, the parties hereto will provide each

other with copies of all material substantive correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their Representatives, on the one hand, and any Governmental Authority, on the other hand, with respect to this Agreement and the Transactions. Notwithstanding the foregoing, materials required to be provided pursuant to this Section 7.09(b) may be restricted to outside legal counsel and may be redacted (i) as necessary to comply with contractual arrangements, and (ii) to remove references to privileged information. No party shall take or cause to be taken any action before any Governmental Authority that is inconsistent with or intended to delay its action on requests for a consent or the consummation of the Transactions.

SECTION 7.10 Public Announcements; Form 8-K Filings. The initial press release relating to this Agreement shall be a joint press release, the text of which has been agreed to by each of Parent and the Company. Parent and the Company shall cooperate in good faith with respect to the prompt preparation by Parent of, and, as promptly as practicable after the effective date of this Agreement (but in any event within four (4) Business Days thereafter), Parent shall file with the SEC, a Current Report on Form 8-K pursuant to the Exchange Act to report the execution of this Agreement as of its effective date. Between the Signing Date and the Closing Date (or the earlier termination of this Agreement in accordance with Article IX) unless otherwise prohibited by applicable Law, each of Parent and the Company shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement, the Mergers or any of the other Transactions, and shall not issue any such press release or make any such public statement without the prior written consent of the other party, except (a) communications consistent with the final form of joint press release announcing the Transactions and the investor presentation given to investors in connection with the announcement of the Transactions or (b) as may be required by applicable Law or by obligations pursuant to any listing agreement with or rules of the NYSE. Prior to the Closing, Parent and the Company shall mutually agree upon and prepare the press release announcing the consummation of the Transactions contemplated by this Agreement ("Closing Press Release"). Concurrently with or promptly after the Closing, Parent shall issue the Closing Press Release. Parent and the Company shall cooperate in good faith with respect to the preparation by the Company of, and, at least five (5) days prior to the Closing, the Company shall prepare, a draft Form 8-K announcing the Closing, together with, or incorporating by reference, the required pro forma financial statements and the historical financial statements prepared by the Company and its accountant (the "Completion 8-K"). Concurrently with the Closing, or as soon as practicable (but in any event within four Business Days) thereafter, Newco shall file the Completion 8-K with the SEC. Nothing contained in this Section 7.10 shall prevent Parent or the Company or their respective Affiliates from furnishing customary or other reasonable information concerning the Transactions to their investors and prospective investors that is substantively consistent with public statements previously consented to by the other party in accordance with this Section 7.10.

SECTION 7.11 Tax Matters.

(a) For U.S. federal income tax purposes, each of the Domestication and the Mergers, taken together, is intended to constitute a "reorganization" within the meaning of Section 368(a) of the Code (collectively, the "Intended Tax Treatment"). The parties to this Agreement hereby: (i) adopt this Agreement insofar as it relates to the Mergers, taken together, as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the United States Treasury

regulations, (ii) adopt this Agreement insofar as it relates to the Domestication as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the United States Treasury regulations, (iii) agree to file and retain such information as shall be required under Section 1.368-3 of the United States Treasury regulations, and (iv) agree to file all Tax and other informational returns on a basis consistent with the Intended Tax Treatment unless otherwise required by a "determination" within the meaning of Section 1313 of the Code. Each of the parties hereto acknowledges and agrees that each such party and each of the stockholders of the Company (x) has had the opportunity to obtain independent legal and tax advice with respect to the Transactions, and (y) is responsible for paying its own Taxes, including any adverse Tax consequences that may result if the Mergers, taken together, are determined not to qualify as a reorganization under Section 368 of the Code.

(b) None of Newco, Parent, Merger Sub I, Merger Sub II or the Company shall (and each shall cause its Affiliates not to) take any action (or fail to take any reasonable action) which action (or failure to act), whether before or after the Final Effective Time, would reasonably be expected to prevent or impede the Intended Tax Treatment.

(c) Each party shall promptly notify the other party in writing if, before the Closing Date, such party knows or has reason to believe that the Mergers, taken together, may not qualify for the Intended Tax Treatment (and whether the terms of this Agreement could be reasonably amended in order to facilitate the Mergers qualifying for the Intended Tax Treatment). In the event that in connection with the preparation and filing of the Registration Statement / Proxy Statement the SEC requests or requires tax opinions, each party shall use reasonable best efforts to execute and deliver customary tax representation letters to Sidley Austin LLP and/or Davis Polk & Wardwell LLP, as relevant, in form and substance reasonably satisfactory to such advisor dated and executed as of the date the Registration Statement / Proxy Statement shall have been declared effective by the SEC and such other date(s) as determined reasonably necessary by such advisor in connection with the preparation and filing of the Registration Statement / Proxy Statement. In the event the Company seeks a tax opinion from its tax advisor regarding the Intended Tax Treatment, the parties shall use reasonable best efforts to execute and deliver customary tax representation letters to its tax advisor, in form and substance reasonably satisfactory to such advisor.

(d) Newco will use commercially reasonable efforts to provide the Pre-Closing Parent Holders information that is reasonably required to (i) determine the amount that is required to be taken into income in connection with Treasury Regulations Section 1.367(b)-3 as a result of the Domestication; (ii) make the election contemplated by Treasury Regulations Section 1.367(b)-3(c)(3); and (iii) make a timely and valid election as contemplated by Section 1295 of the Code (and the Treasury Regulations promulgated thereunder) with respect to Parent for each year that Parent is considered a passive foreign investment company (including through provision of the Annual Information Statement described in Treasury Regulations Section 1.1295-1(g)).

(e) For U.S. federal income tax purposes, the payment of any earnout Merger Consideration shall constitute purchase price consideration, and not compensation, to the holders of Company Capital Stock. The parties to this Agreement hereby agree to file all Tax and other informational returns on a basis consistent with such treatment unless otherwise required by a "determination" within the meaning of Section 1313 of the Code.

SECTION 7.12 Stock Exchange Listing. During the period from the Signing Date until the Closing, Parent shall use its reasonable best efforts to keep the Parent Units, Parent Class A Ordinary Shares and Parent Warrants listed for trading on the NYSE. Parent will use its reasonable best efforts to ensure that Newco is listed as a public company, and that the shares of Newco Class A Common Stock issued in connection with the Transactions are approved for listing on the NYSE, in each case, as of the Closing.

SECTION 7.13 Antitrust.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, including the HSR Act ("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 Signing Date, the Company and Parent 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 reasonably be requested pursuant to Antitrust Laws and to use reasonable best efforts 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.

(b) No party hereto shall take any action that would reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period of any required filings or applications under Antitrust Laws, including by agreeing to merge with or acquire any other person or acquire a substantial portion of the assets of or equity in any other person. The parties hereto further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the parties hereto to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

SECTION 7.14 Trust Account. As of the Initial Effective Time, the obligations of Parent to dissolve or liquidate within a specified time period as contained in the Parent Governing Document will be terminated and Parent shall have no obligation whatsoever to dissolve and liquidate the assets of Parent by reason of the consummation of

the Mergers or otherwise, and no equityholder of Parent shall be entitled to receive any amount from the Trust Account. At least forty-eight (48) hours prior to the Initial Effective Time, Parent shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to the Initial Effective Time to, and the Trustee shall thereupon be obligated to, transfer all funds held in the Trust Account to Parent (to be held as Available Cash on the balance sheet of Parent, and to be used for payment of the Outstanding Transaction Expenses hereunder, working capital and other general corporate purposes of the business following the Closing) and thereafter shall cause the Trust Account and the Trust Agreement to terminate; provided, however, that the

liabilities and obligations of Parent due and owing or incurred at or prior to the Initial Effective Time shall be paid as and when due, including all amounts payable (a) to shareholders of Parent who shall have exercised their Redemption Rights and (b) to the Trustee for fees and costs incurred in accordance with the Trust Agreement.

SECTION 7.15 Financing. Parent 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 and the Backstop Subscription Agreement on the terms and conditions described therein, including using its reasonable best efforts to (a) comply with its obligations under the Subscription Agreements and the Backstop Subscription Agreement, (b) maintain in effect the Subscription Agreements and the Backstop Subscription Agreement in accordance with the terms and conditions thereof, (c) satisfy on a timely basis all conditions and covenants applicable to Parent set forth in the applicable Subscription Agreements and the Backstop Subscription Agreement, (d) enforce its rights under the Subscription Agreements and the Backstop Subscription Agreement to cause the PIPE Investors and the Backstop Investor, respectively, to pay to (or as directed by) Parent the applicable purchase price under each PIPE Investor's applicable Subscription Agreement and the Backstop Investor's Backstop Subscription Agreement, as applicable, in accordance with its terms and (e) consummate the PIPE Financing and the Backstop Financing when required pursuant to this Agreement. Parent shall give the Company prompt written notice of (i) any request or proposal for an amendment to any Subscription Agreement (other than as a result of any assignments or transfers contemplated therein or otherwise permitted thereby); (ii) of any material breach or material default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default) by any party to any Subscription Agreement known to Parent; (iii) of the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, potential or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement; and (iv) of any underfunding of any amount under any Subscription Agreement or the Backstop Subscription Agreement.

SECTION 7.16 Section 16 of the Exchange Act. Prior to the Closing, the Parent Board, or an appropriate committee thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC relating to Rule 16b-3(d) under the Exchange Act, such that the acquisitions of Newco Common Stock pursuant to this Agreement by any officer or director of the Company who is expected to become a "covered person" of Parent for purposes of Section 16 of the Exchange Act ("Section 16") shall be exempt acquisitions for purposes of Section 16.

SECTION 7.17 Qualification as an Emerging Growth Company. Parent shall, at all times during the period from the Signing Date until the occurrence of the Closing: (a) take all actions necessary to continue to qualify as an "emerging growth company" within the meaning of the Jumpstart Our Business Startups Act of 2012; and (b) not take any action that would cause Parent to not qualify as an "emerging growth company" within the meaning of such Act.

ARTICLE VIII

CONDITIONS TO THE MERGERS

SECTION 8.01 Conditions to the Obligations of Each Party. The obligations of the Company, Parent and each Merger Sub to consummate the Transactions, including the Mergers, are subject to the satisfaction or waiver (where permissible) in writing by all of the parties at or prior to the Closing of the following conditions:

(a) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained and remain in full force and effect.

(b) Parent Holder Approval. The Parent Holder Approval shall have been obtained and remain in full force and effect.

(c) Merger Sub I Sole Stockholder Approval. The Merger Sub I Sole Stockholder Approval shall have been obtained and remain in full force and effect.

(d) Merger Sub II Member Approval. The Merger Sub II Member Approval shall have been obtained and remain in full force and effect.

(e) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Transactions, including the Mergers, illegal or otherwise prohibiting consummation of the Transactions, including the Mergers.

(f) Antitrust Approvals and Waiting Periods. 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.

(g) Governmental Consents. All consents, approvals and authorizations set forth on Section 8.01(g) of the Company Disclosure Schedule, shall have been obtained from and made with all applicable Governmental Authorities.

(h) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated or be threatened by the SEC.

(i) Domestication. The Domestication shall have been consummated.

(j) Parent Net Tangible Assets. Parent 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) following the consummation of the PIPE Financing and the closing of the Redemption Rights in accordance with the Parent Governing Document.

(k) Financial Statements. The Company shall have delivered to Parent the financial statements required to be included in the Completion 8-K.

SECTION 8.02 Conditions to the Obligations of Parent and each Merger Sub. The obligations of Parent and each Merger Sub to consummate the Transactions, including the Mergers, are subject to the satisfaction or waiver (where permissible) in writing by Parent and each Merger Sub at or prior to the Closing (unless otherwise specified in this Section 8.02) of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in (i) Section 4.01 (Organization and Qualification; Subsidiaries), Section 4.02 (Certificate of Incorporation and Bylaws), Section 4.03 (Capitalization), Section 4.04 (Authority Relative to this Agreement) and Section 4.23 (Brokers) (without giving effect to any limitation as to materiality or "Company Material Adverse Effect" or any similar limitation set forth therein) shall each be true and correct in all material respects as of the Closing as though made on the Closing Date, except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date, (ii) Section 4.08(c) (Absence of Certain Changes or Events) shall be true and correct and (iii) all other representations and warranties of the Company set forth in Article IV shall be true and correct (without giving any effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Closing, as though made on and as of the Closing Date, except, in the case of this clause (iii), (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date, and (B) where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Company Material Adverse Effect.

(b) Agreements and Covenants. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Initial Effective Time.

(c) Officer's Certificate. The Company shall have delivered to Parent a certificate (the "Company Officer's Certificate"), dated as of the Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 8.02(a), Section 8.02(b) and Section 8.02(d).

(d) Material Adverse Effect. No Company Material Adverse Effect shall have occurred and be continuing since the Signing Date.

(e) Resignations. Other than those persons identified as directors and officers on Section 2.08(a) of the Company Disclosure Schedule, all members of the Company Board and all officers of the Company shall have executed and delivered written resignations effective as of the Initial Effective Time.

(f) Amended and Restated Registration Rights Agreement. All parties to the Amended and Restated Registration Rights Agreement (other than Parent) shall have delivered, or cause to be delivered, to Parent copies of the Amended and Restated Registration Rights Agreement duly executed by all such parties.

(g) FIRPTA Certificate. The Company shall have delivered to Parent a certification satisfying the requirements of Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3), that the Company is not, nor has it been within the period described 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 and an accompanying notice to the Internal Revenue Service satisfying the requirements of Treasury Regulations Section 1.897-2(h)(2); provided, that if the Company fails to deliver such certificate, the transactions shall nonetheless be able to close and Newco shall be entitled to withhold from any consideration paid pursuant to this Agreement the amount required to be withheld under Section 1445 of the Code.

SECTION 8.03 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Transactions, including the Mergers, are subject to the satisfaction or waiver (where permissible) in writing by the Company at or prior to Closing (unless otherwise specified in this Section 8.03) of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of Parent contained in (i) Section 5.01 (Corporation Organization), Section 5.02 (Governing Documents), Section 5.03 (Capitalization), Section 5.04 (Authority Relative to this Agreement) and Section 5.12 (Brokers) (without giving effect to any limitation as to materiality or "Parent Material Adverse Effect" or any similar limitation set forth therein) shall each be true and correct in all material respects as of the Closing Date as though made on the Closing Date, except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date and (ii) all other representations and warranties of Parent contained in this Agreement shall be true and correct (without giving any effect to any limitation as to "materiality" or "Parent Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the Closing Date, as though made on and as of the Closing Date, except, in the case of this clause (ii), (A) to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date and (B) where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Parent Material Adverse Effect.

(b) Agreements and Covenants. Parent and the Merger Subs shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Initial Effective Time.

(c) Officer's Certificate. Parent shall have delivered to the Company a certificate (the "Parent Officer's Certificate"), dated as of the Closing Date, signed by an officer

of Parent, certifying as to the satisfaction of the conditions specified in Section 8.03(a), Section 8.03(b) and Section 8.03(d).

(d) Material Adverse Effect. No Parent Material Adverse Effect shall have occurred and be continuing since the Signing Date.

(e) Minimum Cash. Available Cash shall be greater than or equal to $175,000,000.

(f) Stock Exchange Listing. The Parent Class A Ordinary Shares shall be listed on the NYSE as of the Closing Date and a supplemental listing shall have been filed with the NYSE as of the Closing Date to list the shares of Newco Common Stock constituting the Merger Consideration contemplated to be listed pursuant to this Agreement. Parent shall not have received any notice of non-compliance with any applicable initial and continuing listing requirements of the NYSE.

(g) Amended and Restated Registration Rights Agreement. Parent shall have delivered a copy of the Amended and Restated Registration Rights Agreement duly executed by Parent.

(h) Resignations. Other than those persons who the parties hereto have agreed shall serve as members of the Newco Board or as officers of Newco in accordance with Section 2.08(b), all members of the Parent Board and all officers of Parent shall have executed written resignations effective as of the Initial Effective Time.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

SECTION 9.01 Termination. This Agreement may be terminated and the Mergers and the other Transactions may be abandoned at any time prior to the Initial Effective Time, notwithstanding any requisite approval and adoption of this Agreement and the Transactions by the equityholders of the Company or Parent, as follows:

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

(b) by either Parent or the Company if the Initial Effective Time shall not have occurred prior to July 31, 2022 (the "Outside Date"); provided, however, that

this Agreement may not be terminated under this Section 9.01(b) by or on behalf of any party that is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the principal cause of the failure of a condition set forth in Article VIII on or prior to the Outside Date;

(c) by either Parent or the Company if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which has become final and nonappealable and has the effect of making consummation of the Transactions, including the Mergers, illegal or otherwise preventing or prohibiting consummation of the Transactions, including the Mergers;

(d) by either Parent or the Company if any of the Parent Proposals shall fail to receive the requisite vote for approval at the Parent Holders' Meeting (subject to any permitted or required adjournment or postponement of the Parent Holders' Meeting);

(e) by Parent upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company shall have become untrue, in either case, such that the conditions set forth in Sections 8.02(a) and 8.02(b) would not be satisfied at the Closing ("Terminating Company Breach"); provided that neither Parent nor either Merger Sub is then in breach of their representations, warranties, covenants or agreements in this Agreement, which breach would cause any condition in Section 8.03(a) or Section 8.03(b) not to be satisfied; provided, however, that, if such Terminating Company Breach is curable by the Company, Parent may not terminate this Agreement under this Section 9.01(e) for so long as the Company continues to exercise its reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days (or any shorter period of the time that remains between the date Parent provides written notice of such breach and the Outside Date) after notice of such breach is provided by Parent to the Company; or

(f) by the Company upon a breach of any representation, warranty, covenant or agreement on the part of Parent or either Merger Sub set forth in this Agreement, or if any representation or warranty of Parent or either Merger Sub shall have become untrue, in either case, such that the conditions set forth in Sections 8.03(a) and 8.03(b) would not be satisfied at the Closing ("Terminating Parent Breach"); provided that the Company is not then in breach of its representations, warranties, covenants or agreements in this Agreement, which breach would cause any condition in Section 8.02(a) or Section 8.02(b) not to be satisfied; provided, however, that, if such Terminating Parent Breach is curable by Parent or either Merger Sub, the Company may not terminate this Agreement under this Section 9.01(f) for so long as Parent or the applicable Merger Sub continues to exercise its reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days (or any shorter period of the time that remains between the date Company provides written notice of such breach and the Outside Date) after notice of such breach is provided by the Company to Parent.

The party desiring to terminate this Agreement pursuant to this Section 9.01 (other than Section 9.01(a)) shall give written notice of such termination to each other party.

SECTION 9.02 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto or its respective Affiliates, officers, directors or equityholders, other than liability of any of the parties hereto for any intentional and willful breach of this Agreement by such party occurring prior to such termination. Sections 6.03, Article X (other than Sections 10.02 and 10.14) and the Non-Disclosure Agreement, and any corresponding definitions referenced therein, shall, in each case, survive any termination of this Agreement.

SECTION 9.03 Amendment. This Agreement may be amended in writing by the parties hereto at any time prior to the Initial Effective Time; provided that, after the Parent Holder Approval has been obtained, there shall be no amendment or modification that would require the further approval of the Pre-Closing Parent Holders under applicable Law without such approval having first been obtained. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

SECTION 9.04 Waiver. At any time prior to the Initial Effective Time, (a) Parent may (i) extend the time for the performance of any obligation or other act of the Company, (ii) waive any inaccuracy in the representations and warranties of the Company contained herein or in any document delivered by the Company pursuant hereto and (iii) waive compliance with any agreement of the Company or any condition to its own obligations contained herein and (b) the Company may (i) extend the time for the performance of any obligation or other act of Parent or either Merger Sub, (ii) waive any inaccuracy in the representations and warranties of Parent or either Merger Sub contained herein or in any document delivered by Parent or either Merger Sub pursuant hereto and (iii) waive compliance with any agreement of Parent or either Merger Sub or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email (provided, that no "error" message or other notification of non-delivery or non-receipt is generated) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.01):

if to Parent or either Merger Sub:

Virgin Group Acquisition Corp. II
65 Bleecker Street, 6th Floor
New York, NY 10012
Attention: Harold Brunink
Email: harold.brunink@virgin.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: William H. Aaronson
Derek Dost al
Lee Hochbaum
Email: william.aaronson@davispolk.com
derek.dostal@davispolk.com
lee.hochbaum@davispolk.com

if to the Company:

Grove Collaborative, Inc.
1301 Sansome St.
San Francisco, California 94111
Attention: Nathan Francis
Email: nfrancis@grove.co

with a copy to:

Sidley Austin LLP
1001 Page Mill Road
Building 1
Palo Alto, California 94304
Attention: Martin A. Wellington
Email: mwellington@sidley.com

Sidley Austin LLP
1999 Avenue of the Stars
17th Floor
Los Angeles, California 90067
Attention: Joshua G. DuClos
Email: jduclos@sidley.com

Sidley Austin LLP
2021 McKinney Avenue
Suite 2000
Dallas, Texas 75201
Attention: Sara G. Duran
Email: sduran@sidley.com

SECTION 10.02 Nonsurvival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and all such representations, warranties, covenants, obligations or other agreements shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only to such extent until such covenants and agreements have been fully performed and (b) this Article X and any corresponding definitions set forth in Article I.

SECTION 10.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless 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 is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

SECTION 10.04 Entire Agreement; Assignment. This Agreement and the Ancillary Agreements constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede, except as set forth in Section 7.04(b), all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, except for the Non-Disclosure Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) by any party without the prior express written consent of the other parties hereto.

SECTION 10.05 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than (a) in the event the Closing occurs, Section 7.07 (which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons), (b) from and after the Initial Effective Time, the holders of Company Securities as of immediately prior to the Initial Effective Time (and their successors, heirs and Representatives) shall be intended third-party beneficiaries of, and may enforce, Article III, Article IV, and this Section 10.05 and (c) the past, present and future directors, managers, officers, employees, incorporators, members, partners, equityholders, Affiliates, agents, attorneys, advisors and Representatives of the parties hereto and any Affiliate of any of the foregoing (and their successors, heirs and Representatives), are intended third-party beneficiaries of, and may enforce, this Section 10.05 and Section 10.11.

SECTION 10.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware Chancery Court; provided, that if jurisdiction is not then available in the Delaware Chancery Court, then any such legal Action may be brought in any federal court located in the State of Delaware or any other Delaware state court. The parties hereto hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) agree not to commence any Action relating thereto except in the courts described above in Delaware, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties hereto further agrees that notice as provided herein shall constitute sufficient service of process and the parties hereto further waive any argument that such service is insufficient. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the Transactions, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

SECTION 10.07 Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the Transactions. Each of the parties hereto (a) certifies that no Representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that

foregoing waiver and (b) acknowledges that it and the other hereto have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.07.

SECTION 10.08 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 10.09 Counterparts; Electronic Delivery. This Agreement and each Ancillary Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement, any Ancillary Agreement or in any other certificate, agreement or document related to the Transactions shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable Law, including any state Law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

SECTION 10.10 Disclosure Schedules. Each of the Company and Parent has set forth information in the Company Disclosure Schedules and the Parent Disclosure Schedules, respectively, in sections thereof that correspond to the sections of this Agreement to which it relates. A matter set forth in one section of a disclosure schedule need not be set forth in any other section so long as its relevance to such other section of the disclosure schedule or section of the Agreement is reasonably apparent. Any item of information, matter or document disclosed or referenced in, or attached to, the Company Disclosure Schedules or the Parent Disclosure Schedules shall not (a) be used as a basis for interpreting the terms "material," "Company Material Adverse Effect," "Parent Material Adverse Effect," "material adverse effect" or other similar terms in this Agreement or to establish a standard of materiality, (b) represent a determination that such item or matter did not arise in the ordinary course of business, (c) constitute, or be deemed to constitute, an admission of liability or obligation regarding such matter (other than with respect to any Section of the Company Disclosure Schedules or Parent Disclosure Schedules, as applicable, referred to in any representation or warranty in this Agreement that expressly requires listing facts, circumstances or agreements in such section of the Company Disclosure Schedules or Parent Disclosure Schedules, as applicable), or (d) notwithstanding the foregoing in subclause (c), constitute, or be deemed to constitute, an admission to any third party in any respect concerning such item or matter. Notwithstanding anything to the contrary herein, after the Signing Date until the Closing Date, the Company shall have the right in its sole discretion to amend Section 4.17 of the Company Disclosure Schedules to add any new Material Contracts entered into during such time, and any and all details with respect thereto that are responsive to the representations and warranties contained in Section 4.17, and such amendments shall have full force and effect with respect to the satisfaction of the condition set forth in Section 8.02(a).

SECTION 10.11 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Mergers) in the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties hereto hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

SECTION 10.12 No Recourse. 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 Mergers to be consummated, may be made only against, and are those solely of the persons that are expressly identified as parties to this Agreement and not against any Nonparty Affiliate (as defined below). 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 to (each of the foregoing, a "Nonparty Affiliate") 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).

SECTION 10.13 Expenses. Except as set forth in this Section 10.13 or elsewhere in this Agreement (including Section 3.04), all expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such expenses, whether or not the Mergers or any other Transaction is consummated, except that the Company and Parent shall each pay one-half of all expenses relating to the fees, costs and expenses incurred in connection with (a)

obtaining customary D&O tail policies, (b) filings under the HSR Act or other Antitrust Laws or in connection with any other regulatory approvals, (c) the preparation, filing and mailing of the Proxy Statement, and (d) arranging the PIPE Financing; provided, that if the Mergers are consummated, all such expenses, and any Transfer Taxes arising as a result of the Mergers, will be paid (or reimbursed, as applicable) from the proceeds of the Trust Account and the PIPE Financing, subject to Section 7.14.

SECTION 10.14 Waiver of Conflicts. Recognizing that Davis Polk & Wardwell LLP ("Davis Polk") has acted as legal counsel to Parent, Merger Sub I, Merger Sub II, Sponsor, certain Parent security holders and certain of their respective Affiliates prior to the Closing, and that Davis Polk may act as legal counsel to Parent, the Final Surviving Company and one or more of its subsidiaries, Sponsor, certain Parent security holders and certain of their respective Affiliates after the Closing, each of Parent and the Final Surviving Company (including on behalf of the Final Surviving Company's subsidiaries) hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Davis Polk's representing Parent, Merger Sub I, Merger Sub II, the Final Surviving Company, or any of its subsidiaries, Sponsor, any Parent, security holder and any of their respective Affiliates after to the Closing. In addition, all communications involving attorney-client confidences by or among Parent, Merger Sub I, Merger Sub II, Sponsor, Parent security holders or their respective Affiliates in the course of the negotiation, documentation and consummation of the Transactions will be deemed to be attorney-client confidences that belong solely to Sponsor, such Parent security holder or such Affiliate (and not to Parent, the Final Surviving Company or any of its subsidiaries). Accordingly, Parent and the Final Surviving Company, as the case may be, will not have access to any such communications, or to the files of Davis Polk relating to such engagement, whether or not the Closing will have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) Sponsor or the applicable Parent security holder and its Affiliates (and not Parent, the Final Surviving Company or any of its subsidiaries) will be the sole holders of the attorney-client privilege with respect to such engagement, and none of Parent, the Final Surviving Company and its subsidiaries will be a holder thereof, (ii) to the extent that files of Davis Polk in respect of such engagement constitute property of the client, only Sponsor, the applicable Parent security holder or their respective Affiliates (and not Parent, the Final Surviving Company or any of its subsidiaries) will hold such property rights and (iii) Davis Polk will have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Parent after the Closing and before or after the Closing, the Final Surviving Company or any of its subsidiaries by reason of any attorney-client relationship between Davis Polk and Parent, Merger Sub I and Merger Sub II before the Closing and after the Closing, the Final Surviving Company and any of its subsidiaries or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between Parent, the Final Surviving Company or any of its subsidiaries and a third party (other than a party to this Agreement or any of their respective Affiliates) after the Closing, Parent and the Final Surviving Company (including on behalf of its subsidiaries) may assert the attorney-client privilege to prevent disclosure of confidential communications by Davis Polk to such third party; provided, however, that neither Parent, the Final Surviving Company, nor any of its subsidiaries may waive such privilege without the prior written consent of the Sponsor.

IN WITNESS WHEREOF, Parent, the Merger Subs and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

VIRGIN GROUP ACQUISITION CORP. II

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

\

[*Signature Page to Amended and Restated Agreement and Plan of Merger*]

TREEHOUSE MERGER SUB, INC.

By: /s/ Harold Brunink
Name: Harold Brunink
Title: Secretary

[*Signature Page to Amended and Restated Agreement and Plan of Merger*]

TREEHOUSE MERGER SUB II, LLC

By: /s/ Harold Brunink
Name: Harold Brunink
Title: Secretary

[*Signature Page to Amended and Restated Agreement and Plan of Merger*]

GROVE COLLABORATIVE, INC.

By: /s/ Stuart Landesberg
Name: Stuart Landesberg
Title: Chief Executive Officer

[*Signature Page to Amended and Restated Agreement and Plan of Merger*]

Annex I

Earnout Merger Consideration

$12.50 Earnout Shares and $15.00 Earnout Shares

This Annex I sets forth the terms for the vesting and forfeiture of the $12.50 Earnout Shares and $15.00 Earnout Shares (each as defined below), as applicable. Terms used but not defined in this Annex I shall have the meanings ascribed to such terms in the other parts of this Agreement to which this Annex I is a part.

1. 7,000,000 of the Earnout Shares (such number of shares being referred to as the "$12.50 Earnout Shares") will automatically vest if the Stock Price equals or exceeds $12.50 per share on any twenty (20) Trading Days (which may be consecutive or not consecutive) within any consecutive thirty (30) Trading Day period that occurs after the Closing Date and on or prior to the ten (10) year anniversary of the Closing Date (the first occurrence of the foregoing is referred to herein as the "$12.50 Share Price Milestone" and the ten (10) year period following the Closing Date is referred to herein as the "Earnout Period").

2. 7,000,000 of the Earnout Shares (such number of shares being referred to as the "$15.00 Earnout Shares"), and if not previously vested, all of the $12.50 Earnout Shares, will automatically vest if the Stock Price equals or exceeds $15.00 per share on any twenty (20) Trading Days (which may be consecutive or not consecutive) within any consecutive thirty (30) Trading Day period that occurs after the Closing Date and on or prior to the expiration of the Earnout Period (the first occurrence of the foregoing is referred to herein as the "$15.00 Share Price Milestone" and, each of the $15.00 Share Price Milestone and the $12.50 Share Price Milestone, a "Milestone").

3. Subject to the limitations contemplated herein, each holder of Company Securities (other than the Backstop Tranche 1 Shares) as of immediately prior to the Initial Effective Time shall have all of the rights of a stockholder with respect to the Earnout Shares, including the right to receive dividends and to vote such shares; provided, that, subject to the vesting provisions of this Annex I, the Earnout Shares shall not entitle the holder thereof to consideration in connection with any sale or other transaction, other than in connection with a Change of Control as set forth below, and may not be Transferred by such holder or be subject to execution, attachment or similar process without the consent of Newco, and shall bear a customary legend with respect to such transfer restrictions; provided, further, that Transfers are permitted to Permitted Transferees who shall

(a) be subject to the restrictions in this paragraph 3 as if they were the original holders of such Earnout Shares and (b) promptly transfer such Earnout Shares back to the original holder thereof if they cease to be a Permitted Transferee for any reason prior to the date such Earnout Shares become freely transferable in accordance herewith; provided, further, that any such Permitted Transferee executes and delivers to Newco a written agreement, in form and substance reasonably acceptable to Newco, agreeing to be bound by the restrictions in this paragraph 3. Any attempt to Transfer such Earnout Shares shall be null and void.

4. If, at any time prior to the expiration of the Earnout Period, any holder of Earnout Shares forfeits all or any portion of such holder's Converted Options or Converted RSU Awards,

in accordance with the terms of such Converted Options or Converted RSU Awards, all unvested Earnout Shares issued to such holder with respect to any such Converted Options or Converted RSU Awards shall be deemed to be automatically forfeited to Newco and Newco shall then distribute such Earnout Shares to the other holders of Company Securities (other than the Backstop Tranche 1 Shares) as of immediately prior to the Initial Effective Time on a pro rata basis based upon the allocation of Earnout Shares as of the Closing Date (but disregarding any Earnout Shares forfeited by other holders of Earnout Shares with respect to any Converted Options or Converted RSU Awards in accordance herewith).

5. If, upon the expiration of the Earnout Period, the $12.50 Share Price Milestone and/or the $15.00 Share Price Milestone have not occurred, then all Earnout Shares which would vest in connection with such Milestone shall be automatically forfeited and deemed transferred to Newco and shall be automatically cancelled by Newco and cease to exist. For the avoidance of doubt, prior to such forfeiture, all Earnout Shares shall be entitled to any dividends or distributions made to the holders of Newco Common Stock and shall be entitled to the voting rights generally granted to holders of Newco Common Stock.

6. In the event of occurrence of any Milestone, as soon as practicable (but in any event within five (5) Business Days), Newco shall deliver written notice to the holders of the Earnout Shares as of any such date regarding the vesting of the applicable Earnout Shares.

7. In the event that after the Closing and prior to the expiration of the Earnout Period, (i) there is a Change of Control (or a definitive agreement providing for a Change of Control has been entered into prior to expiration of the Earnout Period and such Change of Control is ultimately consummated, even if such consummation occurs after the expiration of the Earnout Period), (ii) any liquidation, dissolution or winding up of Newco (whether voluntary of involuntary) is initiated, (iii) any bankruptcy, reorganization, debt arrangement or similar proceeding under any bankruptcy, insolvency or similar law, or any dissolution or liquidation proceeding, is instituted by or against Newco, or a receiver is appointed for Newco or a substantial part of its assets or properties or (iv) Newco makes an assignment for the benefit of creditors, or petitions or applies to any Governmental Authority for, or consents or acquiesces to, the appointment of a custodian, receiver or trustee for all or substantially all of its assets or properties, then any Milestone that has not previously occurred and the related vesting conditions shall be deemed to have occurred.

8. For purposes hereof:

(i) a "Change of Control" means the occurrence in a single transaction or as a result of a series of related transactions, of one or more of the following events:

(1) any person or any group of persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto (a "Group") (excluding a corporation or other entity owned, directly or indirectly, by the stockholders of Newco in substantially the same proportions as their ownership of stock of Newco) (x) is or becomes the beneficial owner, directly or indirectly, of securities of Newco representing more than fifty percent (50%) of the combined voting power of

Newco's then outstanding voting securities or (y) has or acquires control of the Newco Board;

(2) a merger, consolidation, reorganization or similar business combination transaction involving Newco, and, immediately after the consummation of such transaction or series of transactions, either (x) the Newco Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a subsidiary, the ultimate parent thereof, or (y) the voting securities of Newco immediately prior to such merger or consolidation do not continue to represent or are not converted into more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of the person resulting from such transaction or series of transactions or, if the surviving company is a subsidiary, the ultimate parent thereof; or

(3) the sale, lease or other disposition, directly or indirectly, by Newco of all or substantially all of the assets of Newco and its subsidiaries, taken as a whole, other than such sale or other disposition by Parent of all or substantially all of the assets of Newco and its subsidiaries, taken as a whole, to an entity at least a majority of the combined voting power of the voting securities of which are owned by stockholders of Newco;

(ii) "Permitted Transferee" means (A) in the case of an individual, (1) by gift to any person related to the applicable holder by blood, marriage, or domestic relationship ("immediate family"), a charitable organization or a trust or other entity formed for estate planning purposes for the benefit of an immediate family member, (2) by will, intestacy or by virtue of laws of descent and distribution upon the death of such individual, or (3) pursuant to a qualified domestic relations order, or (B) in the case of a corporation, limited liability company, partnership, trust or other entity, to any stockholder, member, partner or trust beneficiary as part of a distribution, or to any corporation, partnership or other entity that is an affiliate (as defined in Rule 405 of the Securities Act of 1933, as amended) of the applicable holder.

(iii) "Stock Price" means, on any date after the Closing, the volume weighted average price of the shares of Newco Class A Common Stock reported as of such date by Bloomberg, or if not available on Bloomberg, as reported by Morningstar;

(iv) "Trading Day" means any day on which trading is generally conducted on the New York Stock Exchange or any other exchange on which the shares of Newco Class A Common Stock are traded and published; and

(v) "Transfer" means the (A) sale or assignment of, offer to sell, contract or agreement to sell, gift, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, 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 clause (A) or (B).

9. If Newco shall, at any time or from time to time, after the Signing Date effect a subdivision, share or stock split, share or stock dividend, reorganization, combination, recapitalization or similar transaction affecting the outstanding shares of Parent Ordinary Shares or Newco Common Stock, as applicable, the number of Earnout Shares subject to vesting pursuant to, and the stock price targets set forth in, paragraphs 1 and 2 of this Annex I, shall be equitably adjusted for such subdivision, share or stock split, share or stock dividend, reorganization, combination, recapitalization or similar transaction. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

Exhibit 10.1

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this 31st day of March 2022, by and among Virgin Group Acquisition Corp. II, a Cayman Islands exempted company ("**VGAC**"), Grove Collaborative, Inc., a Delaware public benefit corporation ("**Grove**" and, together with VGAC, each an "**Issuer**"), and Corvina Holdings Limited, a BVI business company limited by shares incorporated in the British Virgin Islands ("**Subscriber**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Business Combination Agreement (as defined below).

WHEREAS, VGAC, Grove and the other parties named therein are party to that certain Agreement and Plan of Merger, dated as of December 7, 2021 (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Business Combination Agreement**"), pursuant to which VGAC will redomesticate as a public benefit corporation organized under the state of Delaware (the "**Redomestication**") and, one Business Day thereafter, a wholly owned subsidiary of VGAC will merge with and into Grove, with Grove surviving as a wholly owned subsidiary of VGAC (the "**Initial Merger**");

WHEREAS, concurrently with the entry into this Agreement, the Business Combination Agreement is being amended and restated to, among other things, reflect that immediately after the Initial Merger, Grove will merge with and into a second wholly owned subsidiary of VGAC, with the second wholly owned subsidiary surviving as a wholly owned subsidiary of VGAC (the "**Final Merger**" and together with the Initial Merger and the other transactions contemplated by the Business Combination Agreement, the "**Transactions**") (the "**BCA Amendment**");

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from Grove, on the date hereof, the Tranche 1 Shares (as defined below) for the Tranche 1 Purchase Price (as defined below), and Grove desires to issue and sell to Subscriber the Tranche 1 Shares in consideration of the payment of the Tranche 1 Purchase Price therefor by or on behalf of Subscriber to Grove, all on the terms and subject to the conditions set forth herein;

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from VGAC, concurrently with the Business Combination Closing (as defined below), the Tranche 2 Shares (as defined below) (together with the Tranche 1 Shares, the "**Subscribed Shares**"), if any, for the Tranche 2 Purchase Price (as defined below), and Grove desires to issue and sell to Subscriber the Tranche 2 Shares, if any, in consideration of the payment of the Tranche 2 Purchase Price by or on behalf of Subscriber to VGAC, all on the terms and subject to the conditions set forth herein;

WHEREAS, certain other "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**")) or "accredited investors" (within the meaning of Rule 501(a) under the Securities Act) (each, an "**Other Subscriber**") have, severally and not jointly, entered into separate subscription agreements with VGAC (the "**Other Subscription Agreements**"), pursuant to which such Other Subscribers have agreed to purchase VGAC Common Shares on the Closing Date (as defined below);

WHEREAS, concurrently with the entry into this Agreement, the Sponsor Letter Agreement (the "**Sponsor Letter Agreement**"), dated as of December 7, 2021, by and among VGAC, Grove and the other Persons party thereto, is being amended to delete certain earn-out provisions that were to be applicable to a portion of the VGAC Common Shares (as defined below) held by Virgin Group Acquisition Sponsor II LLC, a Cayman Islands limited liability company and Affiliate of the Subscriber (the "**Sponsor**"), following the Redomestication (the "**Sponsor Letter Agreement Amendment**"); and

WHEREAS, the Other Subscribers have (i) acknowledged (A) the waiver by Grove of the available cash condition set forth in Section 8.03(e) of the Business Combination Agreement, (B) the terms and conditions of this Agreement and the issuance by Grove and VGAC of the Tranche 1 Shares and the Tranche 2 Shares, as applicable and (C) that Grove and VGAC shall enter into this Agreement and, concurrently therewith, amend and restate the Business Combination Agreement, (ii) irrevocably agreed that none of the foregoing shall constitute a breach of any representation, warranty, covenant or agreement of VGAC under the Other Subscription Agreements and (iii) irrevocably waived all conditions and restrictions related to the foregoing and any rights that the Other Subscribers may have in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Definitions.

1.1. For purposes of this Subscription Agreement:

1.1.1. "**Adjusted EBITDA**" means earnings before interest, taxes, depreciation and amortization, and further excluding stock-based compensation, litigation expense, acquisition related expenses and other similar extraordinary items.

1.1.2. "**Adjusted Tranche 1 Per Share Price**" means an amount equal to (i) $10.00 multiplied by (ii) the Exchange Ratio (as determined pursuant to, and in accordance with, the terms of the Business Combination Agreement).

1.1.3. "**Adjusted Tranche 1 Share Number**" means a number of shares of Grove Common Stock equal to (i) $27,500,000 divided by (ii) the Adjusted Tranche 1 Per Share Price.

1.1.4. "**Conversion Date**" means the date on which Grove issues shares of preferred stock in a Conversion Triggering Financing Round.

1.1.5. "**Conversion Triggering Financing Round**" means other than a Permitted Financing, any bona fide preferred equity financing of Grove after the date hereof.

1.1.6. "**Conversion Triggering Shares**" means shares of preferred stock of Grove issued in a Conversion Triggering Financing Round.

1.1.7. "**Deemed Liquidation Event**" has the meaning given to such term in the Company Certificate of Incorporation, as in effect on the date hereof.

1.1.8. "**Grove Capital Stock**" has the meaning given to the term "Company Capital Stock" in the Business Combination Agreement.

1.1.9. "**Grove Common Stock**" has the meaning given to the term "Company Common Stock" in the Business Combination Agreement.

1.1.10. "**Grove Organizational Documents**" has the meaning given to the term "Company Organizational Documents" in the Business Combination Agreement.

1.1.11. "**Grove Securities**" has the meaning given to the term "Company Securities" in the Business Combination Agreement.

1.1.12. "**Measurement Date**" means the last day of the Measurement Period.

1.1.13. "**Measurement Period**" means the period of ten Trading Days commencing the first Trading Day after the date of VGAC's first quarterly earnings call for a fiscal quarter that ends following the Business Combination Closing.

1.1.14. "**Minimum Tranche 1 Return**" has the definition set forth on Schedule A.

1.1.15. "**Permitted Financing Shares**" means any shares of capital stock of Grove issued in a Permitted Financing (including any shares of Grove Capital Stock into which any indebtedness constituting Permitted Financing are convertible).

1.1.16. "**Permitted Financing**" means the financing contemplated by the Indicative Summary Term Sheet dated as of March 2022, by and between Grove and the lenders party thereto or, if such financing is not consummated, any alternative debt or senior equity financing consummated by Grove prior to the Outside Date.

1.1.17. "**Profitable Quarter**" means any fiscal quarter of Grove in which Grove has Adjusted EBITDA of at least $5,000,000.

1.1.18. "**Redemption Share Amount**" means a number of Tranche 1 Shares equal to (i) an amount equal to (A) the amount of cash available, as of immediately prior to the Closing, to be released from the Trust Account (after giving effect to all payments to be made as a result of the exercise of all Redemption Rights) *minus* (B) $22,500,000; provided, that in no event shall the amount pursuant to this clause (i) be greater than $27,500,000 or less than zero *divided by* (ii) the Adjusted Tranche 1 Per Share Price.

1.1.19. "**Tranche 1 Purchase Price**" means an amount, in cash, equal to $27,500,000.

1.1.20. "**Tranche 1 Preferred Shares**" means a newly created class of share of preferred stock of Grove with rights, preference and privileges no less favorable to the holder than the rights, preferences and privileges set forth on Schedule A and otherwise having rights, preferences and privileges equivalent to the terms of the Conversion Triggering Shares.

1.1.21. "**Tranche 1 Shares**" means a number of shares of Grove Common Stock equal to (i) the Tranche 1 Purchase Price *divided by* (ii) $11.70, as adjusted to include any additional shares of Grove Common Stock issued to the Subscriber pursuant to Section 2.1.6.

1.1.22. "**Tranche 2 Purchase Price**" means an amount, in cash, equal to (i) $22,500,000 *minus* (ii) the amount of cash available, as of immediately prior to the Closing, to be released from the Trust Account (after giving effect to all payments to be made as a result of the exercise of all Redemption Rights); *provided*, that in no event shall the Tranche 2 Purchase Price be less than zero.

1.1.23. "**Tranche 2 Shares**" means a number of VGAC Common Shares equal to (i) the Tranche 2 Purchase Price *divided by* (ii) $10.00.

1.1.24. "**VGAC Class A Common Shares**" means shares of Class A common stock, par value $0.0001 per share, of VGAC after giving effect to the Redomestication.

1.1.25. "**VGAC Class B Common Shares**" means shares of Class B common stock, par value $0.0001 per share, of VGAC after giving effect to the Redomestication.

1.1.26. "**VGAC Common Shares**" means VGAC Class A Common Shares and VGAC Class B Common Shares.

1.1.27. "**VGAC Warrant Percentage**" means the sum of (x) 0.75% and (y) the product of (1) 1.25% multiplied by (2) the quotient of (A) the number of Post-Combination VGAC Shares divided by (B) 5,000,000.

2. Tranche 1 Subscription.

2.1. Initial Subscription

2.1.1. Subject to the terms and conditions hereof, at the Tranche 1 Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and Grove hereby agrees to issue and sell to Subscriber, upon the payment of the Tranche 1 Purchase Price, the Tranche 1 Shares (such subscription and issuance, the "**Tranche 1 Subscription**").

2.1.2. At all times from the date hereof until the earlier of (a) the Business Combination Closing, (b) the Conversion Date and (c) the date on which no Tranche 1 Shares are outstanding, Grove shall not:

(a) authorize or issue any equity securities, or incur any indebtedness for borrowed money, unless the proceeds of such financing are applied in accordance with Section 2.2.2; or

(b) pay any dividends or distributions on, or redeem, any shares of capital stock of Grove or any of its Subsidiaries.

2.1.3. For so long as any Tranche 1 Shares are outstanding, Grove shall not:

(a) (i) liquidate, dissolve or wind up the affairs of Grove or effect any merger or consolidation other than pursuant to the Business Combination Agreement, (ii) institute or cause to have instituted against it any bankruptcy, reorganization, debt arrangement or similar proceeding under any bankruptcy, insolvency or similar law, or any dissolution or liquidation proceeding, (iii) have a receiver appointed for Grove or a substantial part of its assets or properties or (iv) make an assignment for the benefit of creditors, or petition or apply to any Governmental Authority for, or consent or acquiesce to, the appointment of a custodian, receiver or trustee for all or substantially all of its assets or properties (each, a "**Liquidation Event**") (other than a Change of Control), in each case, unless the holders of the Tranche 1 Shares receive, prior to the payment or distribution of any amounts in respect of Grove Capital Stock (other than Permitted Financing Shares), for each such Tranche 1 Share an amount in cash equal to the greater of (i) the Minimum Tranche 1 Return and (ii) the amount payable or distributable in respect of a share of Grove Common Stock (the "**Tranche 1 Liquidation Preference**");

(b) purchase or redeem any shares of Grove Capital Stock (other than stock repurchased from former employees or consultants in

connection with the cessation of their employment or services, at the lower of fair market value or cost);

(c) authorize or create (by reclassification, merger or otherwise) or issue or obligate itself to issue any new class or series of equity security (including any security convertible into or exercisable for any equity security) having rights, preferences or privileges senior to the Tranche 1 Shares, including by modifying the rights, preferences or privileges of any other class or series of equity security (including any security convertible into or exercisable for any equity security), other than (x) where the proceeds of such financing are applied to redeem the Tranche 1 Shares in full in accordance with Section 2.2.2 or (y) Permitted Financing Shares; or

(d) other than pursuant to the Business Combination Agreement, enter into a Change of Control (or a definitive agreement providing for a Change of Control), unless:

(i) if the consideration payable to Grove, or in respect of Grove Capital Stock, in connection with such Change of Control is comprised solely of cash or a mixture of cash and non-cash consideration (a "**Cash Change of Control**"), Grove redeems all (but not less than all) of the Tranche 1 Shares at a price equal to the greater of (A) the Minimum Tranche 1 Return and (B) the amount per Tranche 1 Share that the Subscriber would have received in such Change of Control, which redemption shall be made on the same day as (and contemporaneously with) the consummation of such Cash Change of Control and shall be paid in cash;

(ii) if the consideration payable to Grove, or in respect of Grove Capital Stock, in connection with such Change of Control is comprised solely of non-cash consideration (other than any cash consideration solely in lieu of fractional shares) (a "**Non-Cash Change of Control**"), and Grove will not be the surviving Person upon the consummation of such Non-Cash Change of Control, Grove delivers or causes to be delivered to the Subscriber, in exchange for the Tranche 1 Shares, a security in the surviving Person or the parent of the surviving Person that has rights, preferences and privileges substantially similar to the Tranche 1 Preferred Shares (such security in the surviving Person, a "**Substantially Equivalent Security**"); and

2.1.4. For so long as any Tranche 1 Shares are outstanding, the Subscriber will have the right to participate in any transfer of shares of Grove Capital Stock on the terms set forth in the Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of November 25, 2020 by and among Grove, the Major Investors and the Key Holders (each, as defined therein), *mutatis mutandis*.

2.1.5. For so long as the Subscriber holds any Tranche 1 Shares, Grove Warrants or shares of Grove Common Stock issuable upon exercise of such Grove Warrants, the Subscriber will have registration rights with respect to such equity securities on the terms set forth in the Amended and Restated Investors' Rights Agreement dated November 25, 2020 by and between Grove and the investors listed on Schedule A thereto, *mutatis mutandis*.

2.1.6. Immediately prior to the consummation of Transactions, the following transactions shall occur in the following order:

(a) if the Adjusted Tranche 1 Share Number is less than the number of Tranche 1 Shares issued on the date hereof, then Grove shall redeem a number of Tranche 1 Shares equal to such shortfall for no consideration;

(b) if the Adjusted Tranche 1 Share Number exceeds the number of Tranche 1 Shares issued on the date hereof, then Grove shall issue to the Subscriber a number of Tranche 1 Shares equal to such excess for no consideration; and

(c) if elected by the Subscriber in writing to Grove, the Subscriber shall sell to Grove a number of Tranche 1 Shares equal to the Redemption Share Amount, at a purchase price equal to the Adjusted Tranche 1 Per Share Price, payable by wire transfer of immediately available funds to an account designated by the Subscriber.

2.1.7. Immediately after the conversion of any outstanding Tranche 1 Shares to VGAC Class B Common Shares pursuant to Section 3.01 of the Business Combination Agreement, Subscriber and VGAC agree that each such VGAC Class B Common Share shall be exchanged for one VGAC Class A Common Share.

2.2. Termination of the Transactions. In the event that the Business Combination Agreement is terminated pursuant to Section 9.01 of the Business Combination Agreement without the Transactions having been consummated:

2.2.1. on the Conversion Date, the Tranche 1 Shares shall automatically convert into, or be exchanged for, a number of Tranche 1 Preferred Shares equal to the quotient of (A) the aggregate purchase price of the then outstanding Tranche 1 Shares, *divided by* (B) the product of (i) 70% multiplied by (ii) the lesser of (x) the purchase price per share actually paid by investors for such round, and (y) the purchase price per share that would have resulted from the calculation in (i) if calculated based on a pre-money valuation of $1,400,000,000. Grove shall take all actions required to take the actions contemplated by this Section 2.2.1, including all necessary corporate approvals and amendments of the Grove Organizational Documents;

2.2.2. if, prior to the Conversion Date, Grove obtains any debt or equity financing, other than Permitted Financing, in excess of $100,000,000 in the aggregate, Grove shall promptly notify Subscriber thereof and Subscriber shall have the right (but not the obligation) to elect that Grove use such excess financing to redeem the Tranche 1 Shares for a redemption price equal to the Minimum Tranche 1 Return. If the issuance of the Conversion Triggering Shares results in Grove having obtained debt or equity financing, other than Permitted Financing, in excess of $100,000,000 in the aggregate after the date hereof, Grove shall first redeem any Tranche 1 Shares that Subscriber has elected to be repurchased pursuant to this Section 2.2.2 and then, to the extent any Tranche 1 Shares remain outstanding, such Tranche 1 Shares shall convert into Tranche 1 Preferred Shares in accordance with Section 2.2.1;

2.2.3. upon the termination of the Business Combination Agreement, Grove shall issue to Subscriber a number of warrants of Grove (each, a "**Grove Warrant**"), each exercisable for one share of Grove Common Stock at an exercise price of $0.01, equal to 3.0% of the Grove Securities issued and outstanding on such date on a fully diluted basis (and if, following termination of the Business Combination Agreement, Grove issues any Permitted Financing Shares, Grove shall issue to Subscriber an additional number of Grove Warrants equal to 3.0% of the Permitted Financing Shares). Such Grove Warrants shall be exercisable by Subscriber at any time for a period of five years from the date of issuance and shall otherwise be on terms customary for warrants of such nature; and

2.2.4. if by the 18 month anniversary of the date hereof, Grove has not completed a Deemed Liquidation Event, completed a Conversion Triggering Financing Round, or had at least one Profitable Quarter, then Subscriber can elect to exchange the Tranche 1 Shares for shares of non-convertible preferred stock of Grove, at face value, with such shares of preferred stock to (A) be senior to all other equity interests of Grove (other than Permitted Financing Shares) and (B) have rights, preferences and privileges no less favorable than the rights, preferences and privileges (other than with respect to conversion into Grove Common Stock) set

forth on Schedule A.

3. Tranche 2 Subscription.

3.1. Closing Subscription.

3.1.1. Subject to the terms and conditions hereof, at the Tranche 2 Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and VGAC hereby agrees to issue and sell to Subscriber, upon the payment of the Tranche 2 Purchase Price, the Tranche 2 Shares (such subscription and issuance, the "**Tranche 2 Subscription**" and, together with the Tranche 1 Subscription, the "**Subscriptions**"). Notwithstanding anything herein to the contrary, the consummation of the Tranche 2 Subscription is contingent upon the substantially concurrent occurrence of the closing of the Transactions (the "**Business Combination Closing**") as further described herein. Each of VGAC and Subscriber acknowledge and agree that the Tranche 2 Shares that will be issued pursuant hereto shall be shares of common stock in a Delaware public benefit corporation (and not shares in a Cayman Islands exempted company).

3.1.2. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.1 and Section 5.2 shall cease to apply upon the Business Combination Agreement being validly terminated in accordance with its terms.

3.2. Additional Shares.

3.2.1. In the event that the volume-weighted average price of VGAC stock over the Measurement Period (the "**Measurement Period VWAP**"), is less than $10.00 per VGAC Class A Common Share, then Subscriber shall be entitled to receive a number of additional VGAC Class A Common Shares equal to the lesser of (i) the product of (x) the sum of (1) the VGAC Class B Common Shares issued to Subscriber at the Business Combination Closing pursuant to the Business Combination Agreement as consideration for the Tranche 1 Shares and (2) the Tranche 2 Shares, if any (collectively, the "**Post-Combination VGAC Shares**"), multiplied by (y) a fraction, (A) the numerator of which is $10.00 (as adjusted for any stock split, reverse stock split or similar adjustment following the Business Combination Closing) minus the Measurement Period VWAP, and (B) the denominator of which is the Measurement Period VWAP and (ii) the number of Post-Combination VGAC Shares outstanding as of immediately following the Business Combination Closing (such additional VGAC Class A Common Shares, "**Additional Shares**"). VGAC will issue the Additional Shares to Subscriber promptly (but in any event within five Business Days) after the Measurement Date. Notwithstanding anything to the contrary herein, no fraction of a VGAC Class A Common Share will be delivered pursuant to this Section 3.2, and if Subscriber would otherwise be entitled to a fraction of a VGAC Common Share, Subscriber shall instead have the number of Additional Shares issued to Subscriber rounded down to the nearest whole VGAC Class A Common Share.

3.3. Measurement Period.

3.3.1. From and after the later of (i) the date VGAC provides notice to the Subscriber of VGAC's first earnings announcement for a quarterly period ending after the Business Combination Closing (the "**First Public Earnings Announcement**") and the 20th Trading Day prior to the First Public Earnings Announcement, and through the end of the Measurement Period, VGAC and Subscriber shall not repurchase, redeem, otherwise acquire, or enter into a call transaction or sell, pledge, contract to sell or enter in any sale-equivalent transaction or engage in any similar transaction, including any constructive purchase or call, sale or put, or hedging, derivative or other transaction with the same or similar effect, or enter into any contract, option or other arrangement in respect thereof, or publicly announce an intention to take any of the foregoing actions with respect to any capital stock of VGAC, any securities convertible into or exchangeable for capital stock of VGAC or any options, warrants or other rights to acquire Shares; provided, that this Section 3.3 shall not prohibit any such purchase or acquisition by VGAC pursuant to an employee or director stock ownership or other benefit plan or prevent VGAC from otherwise issuing any capital stock.

3.4. Lock-Up

3.4.1. Subject to Section 3.4.2, Subscriber acknowledges and agrees that, the Post-Combination VGAC Shares, any Additional Shares issued prior to the Release Date, any warrants to acquire VGAC Common Shares (the "**VGAC Warrants**") and any VGAC Common Shares for which VGAC Warrants are exercised (collectively, the "**Lock-Up Interests**") may not be transferred prior to the earlier of (x) the effective date of the Registration Statement on Form S-1 filed to register the securities issued in the PIPE Financing and (y) 90 days after the Business Combination Closing (the earlier of (x) and (y), the "**Release Date**"). For the avoidance of doubt, shares held by the Subscriber pursuant to the Subscription Agreement, dated as of December 7, 2021, between the Subscriber and VGAC, shall not be considered Lock-Up Interests for purposes of this Subscription Agreement, and shares held by the Sponsor shall not be considered Lock-Up Interests for purposes of this Subscription Agreement and shall be governed by the lock-up provisions set forth in the Sponsor Letter Agreement.

3.4.2. Notwithstanding the provisions set forth in Section 3.4.1, Subscriber may transfer the Lock-Up Interests prior to the Release Date (i) to any affiliates of Subscriber, (ii) by virtue of Subscriber's certificate of incorporation or bylaws (or equivalent) upon dissolution of Subscriber; (iii) in connection with a bona fide gift or charitable contribution without consideration; (iv) with the written consent of the board of directors of VGAC following the Business Combination Closing; (v) in the event (A) there is a Change of Control, (B) any liquidation, dissolution or winding up of VGAC (whether voluntary or involuntary) is initiated, (C) any bankruptcy,

reorganization, debt arrangement or similar proceeding under any bankruptcy, insolvency or similar law, or any dissolution or liquidation proceeding, is instituted by or against VGAC, or a receiver is appointed for VGAC or a substantial part of its assets or properties or (D) VGAC makes an assignment for the benefit of creditors, or petitions or applies to any Governmental Authority for, or consents or acquiesces to, the appointment of a custodian, receiver or trustee for all or substantially all of its assets or properties; *provided* that as a condition to any such transfer such transferee agrees to be bound to this Subscription Agreement as if it were Subscriber hereunder.

3.5. Penny Warrants

3.5.1. Immediately following the Business Combination Closing, VGAC shall issue to the Subscriber a number of warrants to purchase VGAC Class A Common Shares (each warrant exercisable to purchase one VGAC Class A Common Share for $0.01) (the "**VGAC Warrants**") equal to the VGAC Warrant Percentage of the number of VGAC Common Shares, determined on a fully diluted basis, as of immediately following the Business Combination Closing. Such warrants shall be exercisable by Subscriber at any time for a period of five years from the date of issuance and shall otherwise be on terms customary for warrants of such nature.

3.6. Waiver of Available Cash Condition.

3.6.1. Effective upon (a) the payment of the Tranche 1 Purchase Price to Grove, and (b) if the conditions to the Subscriber's obligation to purchase the Tranche 2 Shares in Section 6.2 are satisfied, the payment of the Tranche 2 Purchase Price, if any, to VGAC, Grove hereby waives the condition set forth in Section 8.03(e) of the Business Combination Agreement.

3.7. Removal of Earn-Out Provisions and Private Placement Warrant.

3.7.1. Concurrently with the Tranche 1 Closing, Grove, the Sponsor and the other Persons party thereto, shall enter into the Sponsor Letter Agreement Amendment, pursuant to which certain earn-out provisions applicable to a portion of the VGAC Class A Common Shares to be held by the Sponsor following the Redomestication shall be deleted.

3.7.2. Each of Grove and VGAC acknowledge and agree that this Subscription Agreement shall not affect in any respect the Warrants (as defined in the Sponsor Letter Agreement) held by the Sponsor, each Insider and each Holder (as defined in the Sponsor Letter Agreement), which shall continue to be held by such Persons.

4. Representations, Warranties and Agreements.

4.1. Subscriber's Representations, Warranties and Agreements. To induce each Issuer to issue the applicable Subscribed Shares, Subscriber hereby represents and warrants to each Issuer and acknowledges and agrees with Issuer, as of the date hereof and as of the Closing Date, as follows:

4.1.1. Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

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

4.1.3. The execution, delivery and performance by Subscriber of this Subscription Agreement and the consummation of the transactions contemplated herein do not and will not (i) result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries or (ii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber that would reasonably be expected to have a material adverse effect on the legal authority and ability of Subscriber to enter into and timely perform its obligations under this Subscription Agreement (a "**Subscriber Material Adverse Effect**").

4.1.4. Subscriber (i) is (a) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" within the meaning of Rule 501(a) under the Securities Act, (b) an Institutional Account as defined in FINRA Rule 4512(c) and (c) a sophisticated institutional investor, experienced in investing in transactions of the type contemplated by this Subscription Agreement and capable of evaluating investment risks independently, in each case, satisfying the applicable requirements set forth on Schedule B, (ii) is acquiring the Subscribed Shares only for its own account and not for the account of others, or if Subscriber is subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a qualified institutional buyer, and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations, warranties and agreements herein on behalf of each owner of each such account, for investment purposes only and not with a view to any distribution of the Subscribed Shares in any manner that would violate the securities laws of the United States or any other applicable jurisdiction and (iii) is not acquiring the Subscribed Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule B following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Subscribed Shares.

4.1.5. Subscriber understands that the Subscribed Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Subscribed Shares have not been registered under the

Securities Act. Except in respect of any stock lending program, Subscriber understands that the Subscribed Shares may not be resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the issuer of such Subscribed Shares or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur solely outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that the Subscribed Shares shall be subject to a legend to such effect (provided that such legends will be eligible for removal upon compliance with the relevant resale provisions of Rule 144 and as set forth in this Subscription Agreement). Subscriber acknowledges that the Subscribed Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Subscribed Shares will be subject to the foregoing restrictions and, as a result, Subscriber may not be able to readily resell the Subscribed Shares and may be required to bear the financial risk of an investment in the Subscribed Shares for an indefinite period of time. Subscriber understands that it has been advised to consult independent legal counsel prior to making any offer, resale, pledge or transfer of any of the Subscribed Shares. Subscriber has determined based on its own independent review and such professional advice as it deems appropriate that the Subscribed Shares are a suitable investment for Subscriber, notwithstanding the substantial risks inherent in investing in or holding the Subscribed Shares, and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in each Issuer.

4.1.6. Subscriber understands and agrees that Subscriber is purchasing the Subscribed Shares from the applicable Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants or agreements made to Subscriber by the Issuers or any of their respective officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Subscription Agreement. Subscriber acknowledges specifically that a possibility of total loss exists.

4.1.7. If Subscriber is an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Subscriber represents and warrants that its acquisition and holding of the Subscribed Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any applicable other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "**Similar Laws**").

4.1.8. In making its decision to purchase the Subscribed Shares, Subscriber represents that it has relied solely upon independent investigation made by Subscriber and the representations, warranties and covenants of the Issuers contained in this Subscription Agreement. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by anyone, other than the

Issuers and their respective representatives concerning the Issuers or the Subscribed Shares or the offer and sale of the Subscribed Shares. Subscriber acknowledges and agrees that Subscriber has received access to and has had an adequate opportunity to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Subscribed Shares, including with respect to the Issuers and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and

Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Subscribed Shares. Subscriber represents and warrants it is relying exclusively on its own investment analysis and due diligence (including professional advice it deems appropriate) with respect to the Transactions, the Subscribed Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuers, including but not limited to all business, legal, regulatory, accounting, credit and tax matters.

4.1.9. Subscriber became aware of this offering of the Subscribed Shares solely by means of direct contact between Subscriber and the Issuers or one of their respective representatives. Subscriber did not become aware of this offering of the Subscribed Shares, nor were the Subscribed Shares offered to Subscriber, by any general solicitation. Subscriber acknowledges that each of the Issuers represents and warrants that the Subscribed Shares were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act.

4.1.10. Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Subscribed Shares or made any findings or determination as to the fairness of an investment in the Subscribed Shares.

4.1.11. Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC ("**OFAC List**"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. If Subscriber is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), Subscriber represents that it maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and

warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Subscribed Shares were legally derived.

4.1.12. If Subscriber is an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other Similar Laws or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "**Plan**"), Subscriber represents and warrants that none of VGAC or Grove or any of its affiliates (the "**Transaction Parties**") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Subscribed Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Subscribed Shares.

4.1.13. Subscriber is not a foreign person (as defined in 31 C.F.R. Part 800.224) in which the national or subnational governments of a single foreign state have a substantial interest (as defined in 31 C.F.R. Part 800.244) and that will acquire a substantial interest in the Issuers as a result of the purchase and sale of Subscribed Shares hereunder such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. Part 800.401, and no foreign person will have control (as defined in 31 C.F.R. Part 800.208) over any Issuer from and after the Closing as a result of the purchase and sale of the Subscribed Shares hereunder.

4.1.14. On each date any portion of the Subscription Amounts would be required to be funded to the Issuers pursuant toSection 5.2, Subscriber will have sufficient immediately available funds to pay such portion of the Subscription Amounts pursuant to Section 5.2.

4.1.15. No broker, finder or other financial consultant has acted on behalf of Subscriber in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on the Issuer.

4.1.16. Subscriber agrees that, from the date of this Subscription Agreement until the Business Combination Agreement Closing or the earlier termination of this Subscription Agreement or the Business Combination Agreement, none of Subscriber, its controlled affiliates, or any person or entity acting on behalf of Subscriber or any of its controlled affiliates or pursuant to any understanding with Subscriber or any of its controlled affiliates will engage in any Short Sales with respect to securities of any of the Issuers. For the purposes hereof, "**Short Sales**" shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, and all types of direct and indirect stock pledges (other than pledges in the ordinary course of business as part of prime brokerage arrangements), forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return

basis), including through non-U.S. broker dealers or foreign regulated brokers. Notwithstanding the foregoing, (a) nothing herein shall prohibit any entities under common management or that share an investment advisor with Subscriber (including Subscriber's controlled affiliates and/or affiliates) from entering into any Short Sales and (b) in the case of a Subscriber that is a multimanaged investment vehicle whereby separate portfolio managers manage separate portions of such Subscriber's assets, this Section 4.1.16 shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares covered by this Subscription Agreement. For the avoidance of doubt, this Section 4.1.16 shall not apply to (i) any sale (including the exercise of any redemption right) of securities of any of the Issuers (A) held by Subscriber, its controlled affiliates or any person or entity acting on behalf of Subscriber or any of its controlled affiliates prior to the execution of this Subscription Agreement or (B) purchased by Subscriber, its controlled affiliates or any person or entity acting on behalf of Subscriber or any of its controlled affiliates in an open market transaction after the execution of this Subscription Agreement or (ii) ordinary course, non-speculative hedging transactions.

4.2. Issuers' Representations, Warranties and Agreements. To induce Subscriber to purchase the Subscribed Shares, each Issuer hereby represents and warrants, severally and not jointly, with respect to such Issuer (and not as to any other Person) and agrees with Subscriber, as of the date hereof and, in the case of VGAC, as of the Closing Date, as follows:

4.2.1. Such Issuer has been duly incorporated and (i) is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, (ii) is duly licensed or qualified to conduct its business and, if applicable, in good standing under the laws of each jurisdiction (other than its jurisdiction of incorporation) in which the conduct of its business or the ownership of its properties or assets requires such license or qualification, except, with respect to the foregoing clause (ii), where the failure to be in good standing would not reasonably be expected to have an Issuer Material Adverse Effect (as defined below), (iii) has all requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement. In the case of VGAC, as of the Closing Date, such Issuer will be duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

4.2.2. The Subscribed Shares to be issued by such Issuer will be duly authorized and, when issued and delivered to Subscriber against full payment for such Subscribed Shares, will be free and clear of all liens or other restrictions (other than arising under applicable securities laws) in accordance with the

terms of this Subscription Agreement and registered with such Issuer's transfer agent, such Subscribed Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights under such Issuer's constitutive agreements or applicable law.

4.2.3. This Subscription Agreement has been duly authorized, validly executed and delivered by such Issuer and, assuming that this Subscription Agreement

constitutes the valid and binding obligation of Subscriber and the other Issuer, is the valid and binding obligation of such Issuer, and is enforceable against such Issuer in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

4.2.4. The execution, delivery and performance of this Subscription Agreement (including compliance by such Issuer with all of the provisions hereof), the issuance and sale of the Subscribed Shares to be issued by such Issuer and the consummation of the other transactions contemplated herein, including the Transactions, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer or any of its subsidiaries pursuant to the terms of any indenture, mortgage, charge, deed of trust, loan agreement, lease, license or other agreement or instrument to which such Issuer or any of its subsidiaries is a party or by which such Issuer or any of its subsidiaries is bound or to which any of the property or assets of such Issuer or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of the Issuers and their respective subsidiaries, taken as a whole or materially and adversely affects the ability of such Issuer to timely perform its obligations under this Subscription Agreement, in each case subject to the exceptions in the definition of Company Material Adverse Effect in the Business Combination Agreement *mutatis mutandis* (collectively, an "**Issuer Material Adverse Effect**"), (ii) result in any violation of the provisions of the organizational documents of such Issuer or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over such Issuer or any of its subsidiaries or any of its properties that would reasonably be expected to have an Issuer Material Adverse Effect. Such Issuer has obtained all consents required of such Issuer for the consummation of the transactions contemplated hereby, including, in the case of Grove, the issuance of the Tranche 1 Shares and the Tranche 1 Preferred Shares.

4.2.5. Neither such Issuer, nor any person acting on its behalf has, directly or indirectly, made any offers or sales of any security of such Issuer nor solicited any offers to buy any security under circumstances that would adversely affect reliance by such Issuer on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the issuance of the Subscribed Shares under the Securities Act.

4.2.6. Neither such Issuer, nor any person acting on its behalf has conducted any general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act, in connection with the offer or sale of any of the Subscribed Shares and neither such Issuer, nor any person acting on its behalf has offered any of the Subscribed Shares in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

4.2.7. As of the date of this Subscription Agreement, the authorized share capital of VGAC consists of 200,000,000 Class A ordinary shares, 20,000,000 Class B ordinary shares and 1,000,000 preference shares, $0.0001 par value each and as of the date immediately prior to the Transactions, the authorized share capital of the Issuer will consist of 200,000,000 Class A ordinary shares, 20,000,000 Class B ordinary shares and 1,000,000 preference shares, $0.0001 par value each.

4.2.8. As of the date of this Subscription Agreement, the authorized share capital of Grove consists of 165,000,000 shares of Grove Common Stock, 8,242,152 shares of Company Series Seed Preferred Stock, 12,015,184 shares of Company Series A Preferred Stock, 10,789,890 shares of Company Series B Preferred Stock, 13,295,062 shares of Company Series C Preferred Stock, 7,273,640 shares of Company Series C-1 Preferred Stock, 17,173,437 shares of Company Series D Preferred Stock, 4,518,724 shares of Company Series D-1 Preferred Stock, 12,373,174 shares of Company Series D-2 Preferred Stock and 12,552,973 shares of Company Series E Preferred Stock.

4.2.9. In the case of VGAC, all issued and outstanding ordinary shares of such Issuer have been duly authorized and validly issued, are fully paid, non-assessable and are not subject to preemptive or similar rights. In the case of Grove, all issued and outstanding shares of capital stock of such Issuer have been duly authorized and validly issued, are fully paid, non-assessable and are not subject to preemptive or similar rights.

4.2.10. There are no shareholder agreements, voting trusts or other agreements or understandings to which VGAC is a party or by which it is bound relating to the voting of any securities of VGAC, other than as contemplated by the Business Combination Agreement and the Ancillary Agreements (as defined in the Business Combination Agreement). There are no securities or instruments issued by or to which VGAC is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Subscribed Shares that have not been or will not be validly waived on or prior to the Business Combination Closing.

4.2.11. Except as set forth in the Grove Organizational Documents (copies of which have been provided to the Subscriber), (i) there are no shareholder agreements, voting trusts or other agreements or understandings to which Grove is a party or by which it is bound relating to the voting of any securities of Grove, other than as contemplated by the Business Combination Agreement and the Ancillary Agreements (as defined in the Business Combination Agreement) and (ii) there are no securities or instruments issued by or to which such Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Subscribed Shares that have not been or will not be validly waived on or prior to the Business Combination Closing.

4.2.12. Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4.1, (i) no registration under the Securities Act is required for the offer and sale of the applicable Subscribed Shares by such Issuer to Subscriber and (ii) no consent, approval, order or authorization of, or registration, qualification,

designation, declaration or filing with, any federal, state or local governmental authority is required on the part of such Issuer in connection with the consummation of the transactions contemplated by this Subscription Agreement, except for filings pursuant to Regulation D of the Securities Act and applicable state securities laws and filings required to consummate the Transactions as provided under the Business Combination Agreement.

4.2.13. As of the date hereof, there are no pending or, to the knowledge of such Issuer, threatened, suits, claims, actions, or proceedings, which, if determined adversely, would, individually or in the aggregate, reasonably be expected to have an Issuer Material Adverse Effect. As of the date hereof, there is no unsatisfied judgment, any open injunction, or any decree, ruling or order of any governmental authority or arbitrator outstanding against or binding upon such Issuer, which would, individually or in the aggregate, reasonably be expected to have an Issuer Material Adverse Effect.

4.2.14. Such Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration

with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance by such Issuer of this Subscription Agreement (including, without limitation, the issuance of the applicable Subscribed Shares), other than (i) filings with the Commission, (ii) filings required by applicable state or federal securities laws, (iii) filings required in accordance with Section 7, (iv) those required by the New York Stock Exchange (the "**NYSE**") or Nasdaq, and (v) filings, the failure of which to obtain would not be reasonably be expected to have, individually or in the aggregate, an Issuer Material Adverse Effect.

4.2.15. At the Tranche 1 and Tranche 2 Closings, such Issuer will be classified as a domestic corporation for U.S. federal income tax purposes.

4.2.16. In the case of VGAC, such Issuer made available to Subscriber (including via the Commission's EDGAR system) a true, correct and complete copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other documents filed by such Issuer with the Commission prior to the date of this Subscription Agreement (the "**SEC Documents**"), which SEC Documents, as of their respective filing dates, complied in all material respects with the requirements of the Exchange Act applicable to the SEC Documents and the rules and regulations of the Commission promulgated thereunder and applicable to the SEC Documents. As of their respective dates, all SEC Documents required to be filed by such Issuer with the Commission prior to the date hereof complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder. None of the SEC Documents filed under the Exchange Act, contained, when filed or, if amended prior to the date of this Subscription Agreement, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In the case of the VGAC, such Issuer has timely

filed each report, statement, schedule, prospectus, and registration statement that such Issuer was required to file with the Commission since its inception and through the date hereof. The financial statements of VGAC included in the SEC Documents complied in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing and fairly present in all material respects the financial condition of VGAC as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments, and such financial statements have been prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be disclosed therein or in the notes thereto, and except that the unaudited financial statements may not contain all footnotes required by GAAP); except, in each case, as set forth in any subsequent SEC Document filed or furnished with the SEC on or prior to the date hereof.

4.2.17. No broker, finder or other financial consultant has acted on behalf of such Issuer in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on Subscriber.

4.2.18. Such Issuer is not, and immediately after receipt of payment for the applicable Subscribed Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.2.19. Such Issuer represents and warrants that such Issuer is not (i) a person or entity named on OFAC List, or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that such Issuer is permitted to do so under applicable law. If such Issuer is a financial institution subject to the BSA/PATRIOT Act, such Issuer represents that it maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Such Issuer also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Such Issuer further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Issuer were legally derived.

4.2.20. Such Issuer is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the organizational documents of such Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which, as of the date of this Subscription Agreement, such Issuer is a party or by which such Issuer's properties or assets are bound or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency, taxing authority or regulatory body, domestic or foreign, having jurisdiction over such Issuer or any of its properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not be reasonably likely to have, individually or in the aggregate, an Issuer Material Adverse Effect.

4.2.21. Such Issuer is in compliance with all applicable laws, except where such non-compliance would not be reasonably likely to have an Issuer Material Adverse Effect.

4.2.22. As of the date hereof, the issued and outstanding Class A ordinary shares, $0.0001 par value, of VGAC (the "**Class A Shares**") are registered pursuant to Section 12(b) of the Exchange Act, and are listed for trading on NYSE under the symbol "VGII". There is no suit, action, proceeding or investigation pending or, to the knowledge of VGAC, threatened against VGAC by NYSE or the Commission with respect to any intention by such entity to deregister the Class A Shares or prohibit or terminate the listing of the Class A Shares on NYSE. VGAC has taken no action that is designed to terminate the registration of the Class A Shares under the Exchange Act or the listing of the Class A Shares on the NYSE. Following the Redomestication, the Class A Shares are expected to be registered under the Exchange Act and listed for trading on the NYSE or Nasdaq.

4.2.23. Upon consummation of the Transactions, the issued and outstanding Shares will continue to be registered pursuant to Section 12(b) of the Exchange Act and will be listed for trading on the NYSE.

5. Closings.

5.1. Tranche 1 Closing. The closing of the Tranche 1 Subscription (the "**Tranche 1 Closing**") shall occur concurrently with the execution and delivery of this Agreement. At the Tranche 1 Closing, (i) Subscriber shall pay or cause to be paid to Grove, by wire transfer of United States dollars in immediately available funds to an account designated in writing by Grove, the Tranche 1 Purchase Price and (ii) Grove shall issue to Subscriber (or the funds and accounts designated by Subscriber if so designated by Subscriber, or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, the Tranche 1 Shares, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), which Tranche 1 Shares, unless otherwise determined by Grove, shall be uncertificated, with record ownership reflected only in the register of shareholders of Grove.

5.2. Tranche 2 Closing. The closing of the Tranche 2 Subscription (the "**Tranche 2 Closing**" and, together with the Tranche 1 Closing, each an "**Investment Closing**") shall occur on the date of, and immediately prior to (but subject to), the consummation of the Transactions (the date of the Tranche 2 Closing, the "**Closing Date**"). Upon written notice from (or on behalf of) VGAC to Subscriber (the "**Closing Notice**") at least five (5) Business Days prior to the date that VGAC reasonably expects all conditions to the closing of the Transactions to be satisfied (the "**Expected Closing Date**"), upon satisfaction (or, if applicable, waiver) of the conditions set forth in Section 6, Subscriber shall deliver to VGAC, the Tranche 2 Purchase Price, if any, (i) no later than two (2) Business Days prior to the Expected Closing Date by wire transfer of United States dollars in immediately available funds to the account specified by

VGAC in the Closing Notice, such funds to be held by VGAC in escrow until the Tranche 2 Closing, or (ii) on the Closing Date, following Subscriber's receipt of reasonably acceptable evidence from VGAC's transfer agent showing Subscriber as the owner of the Tranche 2 Shares on and as of the Closing Date, to an account specified by VGAC and as otherwise mutually agreed by Subscriber and VGAC acting reasonably ("**Alternative Settlement Procedures**"). For the avoidance of doubt, mutually agreeable Alternative Settlement Procedures shall include, without limitation, Subscriber delivering to VGAC on the Closing Date the Tranche 2 Purchase Price for the Tranche 2 Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by VGAC in the Closing Notice against delivery to Subscriber of the Tranche 2 Shares. On the Closing Date, VGAC shall issue to Subscriber (or the funds and accounts designated by Subscriber if so designated by Subscriber, or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable, the Tranche 2 Shares, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), which Tranche 2 Shares, unless otherwise determined by VGAC, shall be uncertificated, with record ownership reflected only in the register of shareholders of VGAC and shall, prior to Subscriber delivering the funds on the Closing Date, provide evidence of such issuance from VGAC's transfer agent showing Subscriber as the owner of the Tranche 2 Shares on and as of the Closing Date. If the Transactions are not consummated within three (3) Business Days after the Expected Closing Date, VGAC shall promptly (but no later than one (1) Business Day thereafter) return the Tranche 2 Purchase Price to Subscriber by wire transfer of United States dollars in immediately available funds to an account specified by Subscriber, and the Tranche 2 Shares shall be cancelled. Notwithstanding such return, (i) a failure to close on the Expected Closing Date shall not, by itself, be deemed to be a failure of any of the conditions to the Tranche 2 Closing set forth in Section 6 to be satisfied or waived on or prior to the Closing Date, and (ii) to the extent required by Section 3.1, Subscriber shall remain obligated (A) to redeliver funds on the new Closing Date to VGAC following VGAC's delivery to Subscriber of a new Closing Notice and (B) to consummate the Closing upon satisfaction of the conditions set forth in Section 6. For purposes of this Subscription Agreement, "**Business Day**" means any day that, in New York, New York, is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close.

6. Conditions to Tranche 2 Subscription.

6.1. Conditions to Tranche 2 Closing of the Issuer. VGAC's obligations to sell and issue the Tranche 2 Shares at the Tranche 2 Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver by VGAC, on or prior to the Closing Date, of each of the following conditions:

6.1.1. Representations and Warranties Correct. The representations and warranties made by Subscriber in Section 4.1 shall be true and correct in all material respects when made (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true

and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions.

6.1.2. Compliance with Covenants. Subscriber shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by Subscriber at or prior to the Tranche 2 Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of Subscriber to consummate the Tranche 2 Closing.

6.1.3. Closing of the Transactions. All conditions precedent to each of VGAC's and Grove's obligations to consummate, or cause to be consummated, the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Business Combination Agreement (other than those conditions that may only be satisfied at the consummation of the Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Transactions), and the Transactions will be consummated immediately following the Tranche 2 Closing.

6.1.4. Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the consummation of the Tranche 2 Subscription.

6.2. Conditions to Tranche 2 Closing of Subscriber. Subscriber's obligation to purchase the Tranche 2 Shares at the Tranche 2 Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver by Subscriber, on or prior to the Closing Date, of each of the following conditions:

6.2.1. Representations and Warranties Correct. The representations and warranties made by VGAC in Section 4.2 shall be true and correct in all material respects when made (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions.

6.2.2. Compliance with Covenants. VGAC shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by VGAC at or prior to the Closing, except where the failure of such performance or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of VGAC to consummate the Closing.

6.2.3. Closing of the Transactions. All conditions precedent to the consummation of the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived by the party entitled to the benefit thereof under the Business Combination Agreement (other than those conditions that may only be satisfied at the consummation of the Transactions, but subject to satisfaction or waiver by such party of such conditions as of the consummation of the Transactions), and the Transactions will be consummated immediately following the Tranche 2 Closing.

6.2.4. Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting consummation of the transactions contemplated by this Subscription Agreement or the Transactions and no such governmental authority shall have instituted or threatened in writing a proceeding seeking to impose any such restraint or prohibition.

6.2.5. Amendment of Business Combination Agreement. Except as contemplated by this Subscription Agreement, the terms of the Business

Combination Agreement shall not have been amended in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber (in its capacity as such) would reasonably expect to receive under this Subscription Agreement unless Subscriber has consented in writing to such amendment.

6.2.6. Listing. No suspension of the qualification of the VGAC Class A Common Shares for offering or sale or trading in any jurisdiction, and no suspension or removal from listing of the VGAC Class A Common Shares on the NYSE or Nasdaq, and no initiation or threatening of any proceedings for any of such purposes or delisting, shall have occurred, and the Tranche 2 Shares shall be approved for listing on the NYSE or Nasdaq, as applicable, subject to official notice of issuance.

7. Registration Statement.

7.1. The Issuer agrees that, within twenty (20) Business Days after the consummation of the Transactions (the "**Filing Date**"), VGAC will file with the Commission (at VGAC's sole cost and expense) a registration statement (the "**Registration Statement**") registering the resale of the Post-Combination VGAC Shares (the "**Registrable Securities**"), and VGAC shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing Date and (ii) the 5th Business Day after the date VGAC is notified (orally or in writing, whichever is earlier) by the Commission that the

Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "**Effectiveness Date**"); *provided*, *however*, that VGAC's obligations to include the Registrable Securities in the Registration Statement are contingent upon Subscriber furnishing a completed and executed selling shareholders questionnaire in customary form to VGAC that contains the information required by Commission rules for a Registration Statement regarding Subscriber, the securities of VGAC held by Subscriber and the intended method of disposition of the Registrable Securities to effect the registration of the Registrable Securities, and Subscriber shall execute such documents in connection with such registration as VGAC may reasonably request that are customary of a selling stockholder in similar situations, including providing that VGAC shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement, if applicable, as permitted hereunder; *provided*, that Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Registrable Securities. For purposes of clarification, any failure by VGAC to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve VGAC of its obligations to file or effect the Registration Statement as set forth above in this Section 7. For purposes of this Section 7, Registrable Securities shall include, as of any date of determination, the Post-Combination VGAC Shares and any other equity security of VGAC issued or issuable with respect to the Post-Combination VGAC Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise and "Subscriber" shall include any person to which the rights under this Section 7 shall have been duly assigned. VGAC will provide a draft of the Registration Statement to Subscriber for review at least two (2) Business Days in advance of filing the Registration Statement. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the Commission and consented to by Subscriber. If the Commission requests that Subscriber be identified as a statutory underwriter in the Registration Statement, Subscriber will have an opportunity to withdraw from the Registration Statement. Notwithstanding the foregoing, if the Commission prevents VGAC from including any or all of the Post-Combination VGAC Shares proposed to be registered for resale under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Post-Combination VGAC Shares by the applicable shareholders or otherwise, (i) such Registration Statement shall register for resale such number of Post-Combination VGAC Shares which is equal to the maximum number of Post-Combination VGAC Shares as is permitted by the Commission and (ii) the number of Post-Combination VGAC Shares to be registered for each selling shareholder named in the Registration Statement shall be reduced pro rata among all such selling shareholders; and as promptly as practicable after being permitted to register additional Post-Combination VGAC Shares under Rule 415 under the Securities Act, VGAC shall amend the Registration Statement or file a new Registration Statement to register such Post-Combination VGAC Shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable.

7.2. In the case of the registration effected by VGAC pursuant to this Subscription Agreement, VGAC shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense, VGAC shall:

7.2.1. except for such times as VGAC is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which VGAC determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earlier of the following: (i) Subscriber ceases to hold any Registrable Securities and (ii) the date all Registrable Securities held by Subscriber may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable); *provided*, that for as long as the Registration Statement shall remain effective pursuant to the immediately preceding sentence, VGAC will use commercially reasonable efforts to file all reports, and provide all customary and reasonable cooperation, necessary to enable Subscriber to resell the Post-Combination VGAC Shares pursuant to the Registration Statement, and update or amend the Registration Statement as necessary to include the Post-Combination VGAC Shares.

7.2.2. advise Subscriber, as promptly as practicable but in any event within five (5) Business Days:

(a) when a Registration Statement or any post-effective amendment thereto has become effective;

(b) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(c) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(d) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Registrable Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(e) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, VGAC shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding VGAC or subject the Subscriber to any duty of confidentiality;

7.2.3. use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

7.2.4. upon the occurrence of any event contemplated in Section 7.2.2(e), except for such times as VGAC is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, VGAC shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

7.2.5. use its commercially reasonable efforts to cause all Post-Combination VGAC Shares to be listed on each securities exchange or market, if any, on which VGAC's common stock is then listed.

7.3. Notwithstanding anything to the contrary in this Subscription Agreement, VGAC shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, (i) as may be necessary in connection with the preparation and filing of a post-effective amendment to the Registration Statement following the filing of VGAC's Annual Report on Form 10-K, or (ii) if the filing, effectiveness or continued use of any Registration Statement would require VGAC to make any public disclosure of material non-public information, which disclosure, in the good faith determination of the board of directors of VGAC, after consultation with counsel to VGAC, (a) would be required to be made in any Registration Statement in order for the applicable Registration Statement not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) VGAC has a bona fide business purpose for not making such information public (each such circumstance, a "**Suspension Event**"); provided, however, that VGAC may not delay or suspend the Registration Statement on more than two occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case, during any twelve-month period. Upon receipt of any written notice from VGAC (which notice shall not contain any material non-public information regarding VGAC and which notice shall not be subject to any duty of confidentiality) of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits 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 were made (in the case of the prospectus) not misleading, Subscriber agrees that it will

immediately discontinue offers and sales of the Post-Combination VGAC Shares under the Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until Subscriber receives copies of a supplemental or amended prospectus (which VGAC agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by VGAC that it may resume such offers and sales (which notice shall not contain any material non-public information regarding VGAC and which notice shall not be subject to any duty of confidentiality). If so directed by VGAC, Subscriber will deliver to VGAC or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Post-Combination VGAC Shares in Subscriber's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Post-Combination VGAC Shares shall not apply (i) to the extent Subscriber is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

7.4. Subscriber may deliver written notice (including via email in accordance with Section 7.3 (an "**Opt-Out Notice**") to VGAC requesting that Subscriber not receive notices from the Issuer otherwise required by Section 7.3; *provided*, *however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) VGAC shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify VGAC in writing at least two (2) Business Days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 7.4) and the related suspension period remains in effect, VGAC will so notify Subscriber, within one (1) Business Day of Subscriber's notification to VGAC, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event immediately upon its availability (which notices shall not contain any material non-public information regarding the Issuer and which notice shall not be subject to any duty of confidentiality).

7.5. The parties agree that:

7.5.1. VGAC shall, notwithstanding the termination of this Subscription Agreement, indemnify and hold harmless, to the extent permitted by law, Subscriber (to the extent a seller under the Registration Statement), the officers, directors, agents, partners, members, managers, shareholders, affiliates, employees and investment advisers of each Subscriber, each person who controls such Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the officers, directors, partners, members, managers, shareholders, agents, affiliates, employees and investment advisers of each such controlling from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, any reasonable attorneys' fees and expenses incurred in connection with defending or investigating any such action or claim) (collectively, "**Losses**"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained

in any Registration Statement (or incorporated by reference therein), prospectus included in any Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (ii) any violation or alleged violation by the Issuer of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Section 7, except insofar as the same are caused by or contained in any information furnished in writing to VGAC by or on behalf of Subscriber expressly for use therein or Subscriber has omitted a material fact from such information; provided, however, that the indemnification contained in this Section 7.5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of VGAC (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall VGAC be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by Subscriber expressly for use in such Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by VGAC in a timely manner, (C) as a result of offers or sales effected by or on behalf of any person by means of a "free writing prospectus" (as defined in Rule 405 under the Securities Act) that was not authorized in writing by VGAC, or (D) in connection with any offers or sales effected by or on behalf of Subscriber in violation of Section 7.3. VGAC shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 7 of which the Issuer is aware.

7.5.2. Subscriber agrees, severally and not jointly with any person that is a party to the Other Subscription Agreements, to indemnify and hold harmless, to the extent permitted by law, VGAC, its directors, officers, employees and agents and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) against any and all Losses, as incurred, that arise out of or are based upon any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus included in any Registration Statement or preliminary prospectus or any amendment thereof or supplement thereto or arising out of or relating to any omission of a material fact required to be stated therein or necessary to make the statements therein (in

the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by Subscriber expressly for use therein; provided, however, that the indemnification contained in this Section 7.5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary herein, in no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares purchased pursuant to this Subscription Agreement giving rise to such indemnification obligation.

7.5.3. Any person entitled to indemnification herein shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (2) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent. An indemnifying party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

7.5.4. The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party and shall survive the transfer of the Subscribed Shares purchased pursuant to this Subscription Agreement.

7.5.5. If the indemnification provided under this Section 7.5 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any

investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 7.5 from any person who was not guilty of such fraudulent misrepresentation. Each indemnifying party's obligation to make a contribution pursuant to this Section 7.5 shall be individual, not joint and several, and in no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Subscribed Shares purchased pursuant to this Subscription Agreement giving rise to such contribution obligation.

8. Antitrust.

8.1. At least forty-five (45) calendar days prior to the issuance to Subscriber of any additional Grove Securities, VGAC Common Shares or any other equity securities of either Issuer (including the Grove Warrants and the Additional Shares, respectively) in connection with Sections 2.2.1, 2.2.3, 2.2.4, 3.2.1 or 3.5.1 (such date, the "**Filing Determination Date**"), Subscriber and the applicable Issuer shall work in good faith to determine if any such issuances will require a filing or application under any laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, including the HSR Act (as defined in the Business Combination Agreement) ("**Antitrust Laws**").

8.2. If Subscriber and the applicable Issuer determine that a filing or application is required pursuant toSection 8.1, then each such party agrees to promptly (but, in any event, no later than ten (10) calendar days after the Filing Determination Date) make, or cause to be made, any required filing or application under Antitrust Laws, as applicable, including a Notification and Report Form with the Antitrust Division of the U.S. Department of Justice and the U.S. Federal Trade Commission, as required by the HSR Act. The parties hereto, as applicable, agree to supply as promptly as reasonably practicable any additional information and documentary material that may reasonably be requested pursuant to Antitrust Laws and to use reasonable best efforts 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.

8.3. No party hereto shall take any action that would reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period of any required filings or applications under Antitrust Laws, including by agreeing to merge with or acquire any other person or acquire a substantial portion of the assets of or equity in any other person. The parties hereto further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the parties hereto to consummate the issuances referenced in Section 8.1, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

9. Miscellaneous.

9.1. Further Assurances. At each Investment Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Subscriptions as contemplated by this Subscription Agreement.

9.1.1. Subscriber acknowledges that each Issuer will rely on the acknowledgments, understandings, agreements, representations and warranties made by Subscriber contained in this Subscription Agreement. Prior to the Tranche 2 Closing, Subscriber agrees to promptly notify VGAC if any of the acknowledgments, understandings, agreements, representations and warranties made by Subscriber set forth herein are no longer accurate in all material respects. Each Issuer acknowledges that Subscriber will rely on the acknowledgments, understandings, agreements, representations and warranties made by such Issuer contained in this Subscription Agreement. Prior to the Tranche 2 Closing, VGAC agrees to promptly notify Subscriber if any of the acknowledgments, understandings, agreements, representations and warranties made by such Issuer set forth herein are no longer accurate in all material respects (other than those acknowledgments, understandings, agreements, representations and warranties qualified by materiality, in which case the Issuer shall notify Subscriber if they are no longer accurate in any respect).

9.1.2. Each of the Issuers and Subscriber is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

9.1.3. Each Issuer may request from Subscriber such additional information as such Issuer may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Subscribed Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent within Subscriber's possession and control or otherwise readily available to Subscriber, provided that such Issuer agrees to keep confidential any such information provided by Subscriber.

9.1.4. Each of Subscriber and the Issuers shall pay all of their own respective expenses in connection with this Subscription Agreement and the transactions contemplated herein (it being agreed that all expenses related to the Registration Statement are for the account of VGAC to the extent provided in Section 7, and the Issuer shall be responsible for the fees of its transfer agent and all of DTC's fees associated with the issuance of the Subscribed Shares); provided, that VGAC and the Subscriber shall each pay one-half of all expenses incurred in connection with filings or applications under the HSR Act or other Antitrust Laws in connection with this Subscription Agreement.

9.1.5. Each of Subscriber and the Issuers shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the Tranche 1 Closing on the date hereof and the Tranche 2 Closing not later than immediately prior to the consummation of the Transactions, in each case, on the terms set forth herein.

9.2. Subscriber hereby acknowledges and agrees that, except in respect of any stock lending program, it will not, nor will any person acting at Subscriber's direction or pursuant to any understanding with Subscriber (including Subscriber's controlled affiliates), directly or indirectly, offer, sell, pledge, contract to sell, sell any option in, or engage in hedging activities or execute any "short sales" (as defined in Rule 200 of Regulation SHO under the Exchange Act) with respect to, any capital stock of VGAC or any securities of VGAC or any instrument exchangeable for or convertible into any capital stock of VGAC or any securities of VGAC until the consummation of the Transactions (or such earlier termination of this Subscription Agreement in accordance with its terms). Notwithstanding the foregoing, (i) nothing herein shall prohibit any entities under common management or that share an investment advisor with Subscriber (including Subscriber's controlled affiliates and/or affiliates) from entering into any Short Sales; (ii) in the case of a Subscriber that is a multimanaged investment vehicle whereby separate portfolio managers manage separate portions of such Subscriber's assets, this Section 9.2 shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Subscribed Shares covered by this Subscription Agreement. For the avoidance of doubt, this Section 9.2 shall not apply to (i) any sale (including the exercise of any redemption right) of securities of the Issuer (A) held by the Subscriber, its controlled affiliates or any person or entity acting on behalf of the Subscriber or any of its controlled affiliates prior to the execution of this Subscription Agreement or (B) purchased by the Subscriber, its controlled affiliates or any person or entity acting on behalf of the Subscriber or any of its controlled affiliates in an open market transaction after the execution of this Subscription Agreement or (ii) ordinary course, non-speculative hedging transactions.

9.3. Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) Business Days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Subscriber:

Corvina Holdings Limited
Craigmuir Chambers, PO Box 71
Road Town
Tortola
British Virgin Islands

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

Virgin Management USA, Inc.
65 Bleecker Street, 6th Floor
New York, NY 10012
Attention: Harold Brunink
Email: harold.brunink@virgin.com

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Derek Dostal, Lee Hochbaum, William Aaronson
Email: derek.dostal@davispolk.com
lee.hochbaum@davispolk.com
william.aaronson@davispolk.com

(ii) if to the Grove:

Grove Collaborative, Inc.
1301 Sansome St.
San Francisco, California 94111
Attention: Nathan Francis
Email: nfrancis@grove.co

with a copy to:

Sidley Austin LLP
1001 Page Mill Road
Building 1
Palo Alto, California 94304
Attention: Martin A. Wellington
Email: mwellington@sidley.com

Sidley Austin LLP
1999 Avenue of the Stars
17th Floor
Los Angeles, California 90067
Attention: Joshua G. DuClos
Email: jduclos@sidley.com

(iii) if to VGAC, to:

Virgin Group Acquisition Corp. II
65 Bleecker Street, 6th Floor
New York, NY 10012
Attention: Harold Brunink
Email: harold.brunink@virgin.com

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Derek Dostal, Lee Hochbaum, William Aaronson

Email: derek.dostal@davispolk.com
lee.hochbaum@davispolk.com
william.aaronson@davispolk.com

9.4. Entire Agreement. This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, including any commitment letter entered into relating to the subject matter hereof.

9.5. Modifications and Amendments. This Subscription Agreement may not be amended, modified, supplemented or waived except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought; provided that, in the event that the Business Combination Agreement is terminated pursuant to Section 9.01 of the Business Combination Agreement without the Transactions having been completed, then no further amendment that relates only to the Tranche 1 Shares shall require VGAC's consent.

9.6. Assignment. Neither this Subscription Agreement nor any rights, interests or obligations that may accrue to the parties hereunder (other than the Subscribed Shares acquired hereunder and the rights set forth in Section 7) may be transferred or assigned without the prior written consent of the Subscriber and the Issuers; provided that all or a portion of Subscriber's rights and obligations hereunder (including Subscriber's rights to purchase the Subscribed Shares) may be assigned to one or more of its affiliates (including any fund or account managed by the same investment manager as Subscriber), or by an affiliate of such investment manager, without the prior consent of the Issuer, provided that such assignee(s) agrees in writing to be bound by the terms hereof, and upon such assignment by a Subscriber, the assignee(s) shall become Subscriber hereunder and have the rights and obligations and be deemed to make the representations and warranties of Subscriber provided for herein to the extent of such assignment; provided further that, no assignment shall relieve the assigning party of any of its obligations hereunder, including any assignment to any fund or account managed by the same investment manager as Subscriber.

9.7. Benefit. Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. This Subscription Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

9.8. Governing Law. This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

9.9. Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware, "**Chosen Courts**"), in connection with any matter based upon or arising out of this Subscription Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 9.2 and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 9.9, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

9.10. Severability. If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

9.11. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.12. Remedies.

9.12.1. The parties agree that irreparable damage would occur if this Subscription Agreement is not performed or the Closing is not consummated in accordance with its specific terms or is otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the parties hereto shall be entitled to equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement in an appropriate court of competent jurisdiction as set forth in Section 9.9, this being in addition to any other remedy to which any party is entitled at law or in equity, including money damages. The right to specific enforcement shall include the right of the parties hereto to cause the other parties hereto to cause the transactions contemplated hereby to be consummated on the terms and subject to the conditions and limitations set forth in this Subscription Agreement. The parties hereto further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 9.12 is unenforceable, invalid, contrary to applicable law or inequitable for any reason and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

9.12.2. The parties acknowledge and agree that this Section 9.12 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

9.13. Survival of Representations and Warranties and Covenants. All representations and warranties made by the parties hereto, and all covenants and other agreements of the parties hereto, in this Subscription Agreement shall survive the Investment Closings.

9.14. Headings and Captions. The headings and captions of the various subdivisions of this Subscription Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

9.15. Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

9.16. Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Subscription Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant. All references in this Subscription Agreement to numbers of shares, per share amounts and purchase prices shall be appropriately adjusted to reflect any stock split, stock dividend, stock combination, recapitalization or the like occurring after the date hereof.

9.17. Mutual Drafting. This Subscription Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and shall not be construed for or against any party hereto.

10. Trust Account Waiver. In addition to the waiver of the Issuer pursuant to Section 6.03 of the Business Combination Agreement, and notwithstanding anything to the contrary set forth herein, each of Grove and Subscriber acknowledges that VGAC has established a trust account containing the proceeds of its initial public offering and from certain private placements (collectively, with interest accrued from time to time thereon, the "**Trust Account**"). Each of Grove and Subscriber agrees that (i) it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account, and (ii) it shall have no right of set-off or any right, title, interest or claim of any kind

("**Claim**") to, or to any monies in, the Trust Account, in each case in connection with this Subscription Agreement, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have in connection with this Subscription Agreement; provided, however, that nothing in this Section 10 shall be deemed to limit Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of securities of VGAC, including, but not limited to, any redemption right with respect to any such securities of VGAC. In the event Subscriber or Grove has any Claim against VGAC under this Subscription Agreement, Subscriber or Grove shall pursue such Claim solely against VGAC and its assets outside the Trust Account and not against the property or any monies in the Trust Account. Subscriber agrees and acknowledges that such waiver is material to this Subscription Agreement and has been specifically relied upon by VGAC to induce VGAC to enter into this Subscription Agreement and Subscriber further intends and understands such waiver to be valid, binding and enforceable under applicable law. Notwithstanding the foregoing, in no event shall the terms of this Section 10 apply to any money or other assets held outside the Trust Account.

11. Non-Reliance. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation, other than the representations and warranties of the Issuers expressly set forth in this Subscription Agreement, in making its investment or decision to acquire the Subscribed Shares.

Subscriber agrees that no Other Subscriber pursuant to any agreement related to the private placement of shares of VGAC capital stock (including the controlling persons, officers, directors, partners, agents or employees of any such subscriber) shall be liable to any Other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of VGAC's capital stock for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Subscribed Shares hereunder.

12. Rule 144. From and after such time as the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may allow Subscriber to sell securities of VGAC to the public without registration are available to holders of the Issuer's shares of common stock and for so long as Subscriber holds the Subscribed Shares, VGAC agrees to:

12.1. make and keep public information available, as those terms are understood and defined in Rule 144; and

12.2. file with the Commission in a timely manner all reports and other documents required of VGAC under the Securities Act and the Exchange Act so long as VGAC is and remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

12.3. furnish to Subscriber so long as it owns Subscribed Shares, as promptly as practicable upon request, (x) a written statement by VGAC, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, and (y) such other information as may be reasonably requested to permit Subscriber to sell such securities pursuant to Rule 144 without registration.

VGAC shall, if requested by the Subscriber (i) cause the removal of any restrictive legend related to compliance with the federal securities laws set forth on the applicable Subscribed Shares, (ii) cause its legal counsel to deliver an opinion, if necessary, to the transfer agent in connection with the instruction under subclause (i) to the effect that removal of such legends in such circumstances may be effected in compliance under the Securities Act, and (iii) issue the applicable Subscribed Shares without any such legend in certificated or book-entry form or by electronic delivery through The Depository Trust Company, at Subscriber's option, within two (2) Business Days of such request, if (A) such Subscribed Shares may be sold by the Subscriber without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions, or (B) the Subscriber has sold or transferred Subscribed Shares pursuant to the Registration Statement or in compliance with Rule 144. VGAC's obligation to remove legends under this paragraph may be conditioned upon the Subscriber providing such representations and documentation (including broker representation letters) as are reasonably necessary and customarily required in connection with the removal of restrictive legends related to compliance with the federal securities laws.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Issuer and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date set forth below.

VIRGIN GROUP ACQUISITION CORP. II

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

GROVE COLLABORATIVE, INC.

By: /s/ Stuart Landesberg
Name: Stuart Landesberg
Title: Chief Executive Officer

CORVINA HOLDINGS LIMITED.

By: /s/ Kelly Graziola
Name: Kelly Graziola
Title: Alternate Director

SCHEDULE A

Security:	Grove will issue to Subscriber a newly-issued series of preferred stock of Grove (the "**Tranche 1 Preferred Stock**"), having the terms set forth herein.

Seniority:	Except as otherwise set forth in this Schedule A, the Tranche 1 Preferred Stock will be senior to all other equity interests of Grove, other than Permitted Financing Shares.
Liquidation Preference:	In the event of any sale of Grove (whether by merger, consolidation, sale or exclusive license of all or substantially all of the assets, sale or exchange of at least a majority of the equity or otherwise) or liquidation, dissolution, or winding up of Grove, the holders of the Tranche 1 Preferred Stock shall be entitled to receive, in preference to the holders of the Grove Common Stock or any other capital stock of Grove (other than Permitted Financing Shares), on a *pari passu* basis, an amount equal to the sum of (i) the Minimum Tranche 1 Return and (ii) any declared but unpaid dividends or, if greater, the amount to which such share would be entitled if it was converted into shares of Grove Common Stock. "**Minimum Tranche 1 Return**" means an amount equal to (i) until the 1st anniversary of the issuance of the Tranche 1 Shares, 1.1x the Tranche 1 Purchase Price per share of Tranche 1 Preferred Stock, (ii) from the 1st to the 2nd anniversary, 1.4x, (iii) from the 2nd to the 3rd anniversary, 1.6x, (iv) from the 3rd to the 4th anniversary, 1.8x, (v) from the 4th to the 5th anniversary, 2.0x, (vi) from the 5th to the 6x anniversary, 2.2x and (vii) thereafter, 2.2x, increased annually at a rate of 10%, compounding quarterly.
Conversion:	The holders of the Tranche 1 Preferred Stock shall have the right to convert the Tranche 1 Preferred Stock, at any time, into shares of Grove Common Stock. The initial conversion rate shall be 1:1 and shall be subject to customary structural anti-dilution adjustments.
Repayment:	If, after the date of the Subscription Agreement to which this Schedule A is attached, Grove obtains any debt or equity financing in excess of $100,000,000 in the aggregate (other than Permitted Financing), Grove shall use such excess financing to offer to redeem shares of Tranche 1 Preferred Stock for a redemption price equal to the Minimum Tranche 1 Return.

Secondary Sales/Right of Co-Sale:	In the event of any secondary sale of Grove Capital Stock by a selling stockholder of Grove (other than transfers that are permitted by Section 37(f) of the Amended and Restated Bylaws of Grove, effective as of February 24, 2021, the terms of which are applied here *mutatis mutandis*), the Subscriber will have the right to participate in such secondary sale up to the lesser of (i) total secondary sales proceeds or (ii) Minimum Tranche 1 Return.
Protective Provisions:	For so long as any shares of Tranche 1 Preferred Stock remain outstanding, in addition to any other vote or approval required under Grove's charter or bylaws, Grove will not, without the written consent of the holders of at least a majority of Grove's Tranche 1 Preferred Stock, either directly or by amendment, merger, consolidation, or otherwise: (i) liquidate, dissolve or wind up the affairs of Grove, or effect any merger or consolidation or any other Liquidation Event, unless the proceeds of such transaction are applied to redeem the Tranche 1 Preferred Stock in cash, (ii) amend, alter, or repeal any provision of the certificate of incorporation or bylaws in a manner adverse to the Tranche 1 Preferred Stock, (iii) increase or decrease the authorized number of shares of Tranche 1 Preferred Stock, (iv) declare or pay any dividend or other distribution to stockholders of Grove, (v) purchase or redeem any shares of capital stock of Grove (other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services, at the lower of fair market value or cost) and (vi) authorize or create (by reclassification, merger or otherwise) or issue or obligate itself to issue any new class or series of equity security (including any security convertible into or exercisable for any equity security) having rights, preferences or privileges senior to the Tranche 1 Preferred Stock, including by modifying the rights, preferences or privileges of any other class or series of equity security (including any security convertible into or exercisable for any equity security). These protective provisions will apply to issuances by any subsidiary of Grove, *mutatis mutandis*.

SCHEDULE B

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS

(Please check the applicable subparagraphs):

1. ☐ We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") (a "**QIB**")).

2. ☐ We are subscribing for the Subscribed Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. ☐ We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. ☐ We are not a natural person.

*** AND ***

C. AFFILIATE STATUS

(Please check the applicable box) SUBSCRIBER:

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

☐ Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

☐ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

☐ Any insurance company as defined in section 2(a)(13) of the Securities Act;

☐ Any investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

☐ Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

☐ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

☐ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

☐ Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

☐ Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D;

☐ Any entity in which all of the equity owners are "accredited investors";

☐ Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status, such as a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82) and an Investment Adviser Representative license (Series 65);

☐ Any "family office" as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 which was not formed for the purpose of investing in the Issuer, has assets under management in excess of $5,000,000 and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

☐ Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office, whose prospective investment in the Issuer is directed by such family office, and such family office is one (i) with assets under management in excess of $5,000,000, (ii) that was not formed for the specific purpose of investing in the Issuer , and (iii) whose prospective investment in the Issuer is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of such prospective investment.

Exhibit 10.2

VIRGIN GROUP ACQUISITION CORP. II

March 31, 2022

Grove Collaborative, Inc.
1301 Sansome St.
San Francisco, California 94111

Virgin Group Acquisition Sponsor II LLC
65 Bleecker Street, 6th Floor
New York, New York 10012

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010

Insiders:

Rayhan Arif
Chris Burggraeve
Elizabeth Nelson
Josh Bayliss
Evan Lovell
Latif Peracha

Re: Amendment to Sponsor Letter Agreement

Ladies and Gentlemen:

Reference is made to that certain Sponsor Letter Agreement (the "Agreement"), dated as of December 7, 2021, by and between Grove Collaborative, Inc., a Delaware corporation ("Grove"), Virgin Group Acquisition Corp. II, a Cayman Islands exempted company ("VGII"), Credit Suisse Securities (USA) LLC, a Delaware limited liability company ("Credit Suisse"), as representative of the several Underwriters, Virgin Group Acquisition Sponsor II LLC, a Cayman Islands limited liability company ("Sponsor"), the Insiders (as defined in the Insider Letter, the "Insiders") and the Holders (as defined in the Registration Rights Agreement, together with Sponsor, the "Holders") (each individually a "Party" and collectively the "Parties"). Capitalized terms used, but not otherwise defined, in this letter agreement (this "Amendment") shall have the meanings ascribed to them in the Agreement.

The Parties desire to make certain modifications to the Agreement as further set forth in this Amendment. Pursuant to Section 15 of the Agreement, any term of the Agreement may be amended with an executed written agreement by all of the Parties. Accordingly, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

1. Amendments to Agreement. The following provisions of the Agreement are hereby amended as set forth below (with certain changes shown in blackline form, with **bold and underlined** text representing additions and ~~**bold and struck through**~~ text representing deletions):

a. Section 2(b) of the Agreement is hereby amended as follows:

Lock-Up. The Insider Letter provides in Section 7 thereof for certain restrictions on Transfer of Founder Shares and Class A Ordinary Shares issued upon conversion thereof until the expiration of certain time periods or the happening of certain prior events. Notwithstanding, and in precedence to, the Insider Letter, from and after the time and date of the Domestication, ~~**(i)**~~ references in the Insider Letter to the Class A Shares and Class B Shares (including by reference to Units, Founder Shares and Warrants, among other things) shall include the shares of Class A Common Stock issued upon conversion of such Class A Shares and Class B Shares in connection with the Domestication~~**, and (ii) 35% of the number of such Class B Shares of Sponsor (such shares, together with the shares of Class A Common Stock issued upon conversion of such shares in connection with the Domestication, the "Earn-Out Shares"), as further set forth under the heading "Number of Earn-Out Shares" on Exhibit A**~~

~~**attached hereto opposite Sponsor's name on such Exhibit (assuming no stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event occurs between the date hereof and the Closing), shall continue to be subject to the restrictions on transfer set forth in the Insider Letter, and shall also be subject to the provisions set forth in Section 2(c), and the remaining 65% of such Class B Shares (and the shares of Class A Common Stock issued upon conversion of such shares in connection with the Domestication) and Warrants (and the shares of Class A Common Stock issued upon exercise of such Warrants) shall continue to be subject to the restrictions on transfer set forth in Section 7 of the Insider Letter for the time periods set forth therein. Earn-Out Shares shall continue to be Earn-Out Shares following their transfer to any permitted transferee under Section 7(c) of the Insider Letter**~~.

b. Sections 2(c) and 2(d) of the Agreement are hereby deleted.

c. Exhibit A of the Agreement is hereby amended and restated in its entirety as set forth on Exhibit A of this Amendment.

2. No Other Amendments. Except as otherwise expressly provided herein, all of the respective terms and conditions of the Agreement remain unchanged and continue in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any of the documents referred to therein.

3. Effect of Amendment. This Amendment shall form a part of the Agreement for all purposes, and each Party shall be bound hereby. From and after the execution of this Amendment by the Parties, any reference to the Agreement shall be deemed a reference to the Agreement as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the Parties.

4. Amendment. This Amendment may be amended, modified or supplemented only in writing signed by the Parties.

5. Miscellaneous. The provisions of Sections 11, 12, 13 and 16 of the Agreement will apply to this Amendment *mutatis mutandis*.

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

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their duly authorized representatives, all as of the date first above written.

VGII: VIRGIN ACQUISITION CORP. II

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

CREDIT SUISSE: CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Ryan Kelley
Name: Ryan Kelley
Title:

Acting on behalf of itself and as the representative of the several Underwriters

SPONSOR: VIRGIN GROUP ACQUISITION SPONSOR II LLC

By: Corvina Holdings Limited,
its manager

By: /s/ Joshua Bayliss
Name: Joshua Bayliss
Title: Director

INSIDERS:

/s/ Rayhan Arif
RAYHAN ARIF, individual

/s/ Chris Burggraeve
CHRIS BURGGRAEVE, individually

/s/ Latif Peracha
LATIF PERACHA, individually

/s/ Elizabeth Nelson
ELIZABETH NELSON, individually

/s/ Evan Lovell
EVAN LOVELL, individually

/s/ Josh Bayliss
JOSH BAYLISS, individually

GROVE COLLABORATIVE, INC.

By: /s/ Stuart Landesberg
Name: Stuart Landesberg
Title: Chief Executive Officer

EXHIBIT A

Name	Number of Class A Shares Currently Held	Number of Class A Shares Issuable Upon exercise of Warrants Currently Held	Number of Class B Shares Currently Held
Sponsor:			
Virgin Acquisition Sponsor II LLC	--	6,700,000	9,972,500
Insiders:			
Rayhan Arif	--	--	--
Josh Bayliss	--	--	--
Chris Burggraeve	--	--	30,000
Evan Lovell	--	--	--
Elizabeth Nelson	--	--	30,000
Latif Peracha	--	--	30,000
Holders:			
Virgin Acquisition Sponsor II LLC	See “Sponsor” above		

[Signature Page to Amendment to Sponsor Letter Agreement]

EXHIBIT 10.3

AMENDMENT TO SUPPORT AGREEMENT

This Amendment to Support Agreement (herein, the "Amendment") is made as of March 31, 2022, by and among (i) Virgin Group Acquisition Corp. II, a Cayman Islands corporation ("Parent"), (ii) Grove Collaborative, Inc., a Delaware public benefit corporation (the "Company"), and (iii) the undersigned Company stockholders (the "Company Stockholders" and each a "Company Stockholder").

WHEREAS, the Parent, the Company and the Company Stockholders entered into that certain Support Agreement, dated as of December 7, 2021 (the Support Agreement, being referred to herein as the "Agreement"). All capitalized terms used herein without definition shall have the meanings as defined under the Agreement.

WHEREAS, the parties have agreed to make certain amendments to the Agreement under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. Pursuant to Section 11 of the Agreement, the Agreement shall be and hereby is amended as follows:

   The Written Consent in the form attached as Annex B to the Agreement is hereby amended and restated in its entirety by the Written Consent attached hereto as Annex B.

2. Miscellaneous.

   Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Agreement, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended hereby. This Amendment is not a novation nor is it to be construed as a release, waiver or modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies set forth in the Agreement or any other related documents, except as specifically set forth herein. Without limiting the foregoing, the parties agree to comply with all of the terms, conditions, and provisions of the Agreement and the other related documents except to the extent such compliance is irreconcilably inconsistent with the express provisions of this Amendment. The provisions of Section 13 of the Agreement will apply to this Amendment, mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

PARENT:

VIRGIN GROUP ACQUISITION CORP. II

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

COMPANY:

GROVE COLLABORATIVE, INC.

By: /s/ Stuart Landesberg
Name: Stuart Landesberg
Title: Chief Executive Officer

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

STUART LANDESBERG

/s/ Stuart Landesberg

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

NORWEST VENTURE PARTNERS XIII, LP

By: Genesis VC Partners XIII, LLC, General Partner

By: NVP Associates, LLC, Managing Member

By: /s/ Jeff Crowe

Name: Jeff Crowe

Title: Managing Partner

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

MAYFIELD SELECT, a Cayman Islands Exempted Limited Partnership

By: MAYFIELD SELECT MANAGEMENT
(EGP), L.P.,
a Cayman Islands Exempted Limited Partnership
Its: General Partner

By: MAYFIELD SELECT MANAGEMENT
(UGP), LTD.,
a Cayman Islands Exempted Company
Its: General Partner

By: /s/ Rishi Garg

Name: Rishi Garg

Title: Partner

MAYFIELD XV, a Cayman Islands Exempted Limited Partnership

By: MAYFIELD SELECT MANAGEMENT
(EGP), L.P.,
a Cayman Islands Exempted Limited Partnership
Its: General Partner

By: MAYFIELD XV MANAGEMENT
(UGP), LTD.,
a Cayman Islands Exempted Company
Its: General Partner

By: /s/ Rishi Garg

Name: Rishi Garg

Title: Partner

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

MHS CAPITAL PARTNERS II, L.P.

By: MHS Capital Management II, LLC
Its: General Partner

By: /s/ Mark Sugarman

Name: Mark Sugarman

Title: Managing Member

MHS CAPITAL PARTNERS G2, LLC

By: /s/ Mark Sugarman

Name: Mark Sugarman

Title: Managing Member

MHS CAPITAL PARTNERS G, LLC

By: /s/ Mark Sugarman

Name: Mark Sugarman

Title: Managing Member

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

LONE CYPRESS, LTD.
By: Lone Pine Capital LLC, its investment advisor

By: /s/ Kerry Tyler
Name: Kerry Tyler
Title: Authorized Signatory

LONE SPRUCE, L.P.
By: Lone Pine Capital LLC, its investment advisor

By: /s/ Kerry Tyler
Name: Kerry Tyler
Title: Authorized Signatory

LONE CASCADE, L.P.

By: Lone Pine Capital LLC, its investment advisor

By: /s/ Kerry Tyler
Name: Kerry Tyler
Title: Authorized Signatory

LONE SIERRA, L.P.

By: Lone Pine Capital LLC, its investment advisor

By: /s/ Kerry Tyler
Name: Kerry Tyler
Title: Authorized Signatory

LONE MONTEREY MASTER FUND, LTD.
By: Lone Pine Capital LLC, its investment advisor

By: /s/ Kerry Tyler
Name: Kerry Tyler
Title: Authorized Signatory

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

GENERAL ATLANTIC (GC), L.P.
By: General Atlantic (SPV) GP, LLC,
its general partner
By: General Atlantic LLC, its sole member

By: /s/ Kelly Pettit

Name: Kelly Pettit

Title: Managing Director

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

SCM GC INVESTMENTS LIMITED

By: /s/ Wayne Cohen

Name: Wayne Cohen

Title: Authorized Signatory

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

CHRISTOPHER CLARK

/s/ Christopher Clark

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

CATHERINE BEAUDOIN

/s/ Catherine Beaudoin

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

NEXTVIEW VENTURES II, L.P.
By: NextView Capital Partners II, LLC,
its General Partner

By: /s/ Lee Hower

Name: Lee Hower

Title: Managing Member

NEXTVIEW VENTURES II-A, L.P.
By: NextView Capital Partners II, LLC,
its General Partner

By: /s/ Lee Hower

Name: Lee Hower

Title: Managing Member

NEXTVIEW VENTURES CO-INVEST I, L.P.
By: NextView Capital Partners Co-Invest, LLC,
its General Partner

By: /s/ Lee Hower

Name: Lee Hower

Title: Managing Member

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

SERIOUS CHANGE II, LP
By: Spring Partners, LLC,
Its: General Partner

By: /s/ Jo Sandlin

Name: Jo Sandlin

Title: President

SERIOUS CHANGE, LP
By: Serious Change Management, LLC,
Its: General Partner

By: /s/ Jo Sandlin

Name: Jo Sandlin

Title: President

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

NEVADA FML, LLC

By: /s/ Arel Meister-Aldama

Name: Arel Meister-Aldama

Title: Manager

NEVADA HPL, LLC

By: /s/ Arel Meister-Aldama

Name: Arel Meister-Aldama

Title: Manager

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

INHERENT ESG PRIVATE, LP
By: Inherent Capital, LLC
Its: General Partner

By: /s/ Michael Ellis

Name: Michael Ellis

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

GREENSPRING SECONDARIES FUND III, L.P.

By: Greenspring Secondaries General Partner III, L.P.,
its general partner

By: Greenspring Secondaries GP III, LLC,
its general partner

By: Greenspring Associates, LLC,
its sole member

By: /s/ Eric Thompson

Name: Eric Thompson

Title: Chief Operating Officer

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

GLYNN PARTNERS V, L.P.
By: Glynn Management V, LLC
Its: General Partner

By: /s/ David Glynn

Name: David Glynn

Title: Managing Partner

GLYNN EMERGING OPPORTUNITY FUND
By: Glynn Capital Management LLC
Its: General Partner

By: /s/ David Glynn

Name: David Glynn

Title: Managing Partner

GLYNN EMERGING OPPORTUNITY FUND II-A, L.P.
By: Glynn Management Evergreen LLC
Its: General Partner

By: /s/ David Glynn

Name: David Glynn

Title: Managing Partner

GLYNN EMERGING OPPORTUNITY FUND II, L.P.
By: Glynn Management Evergreen LLC
Its: General Partner

By: /s/ David Glynn

Name: David Glynn

Title: Managing Partner

[Signature Page to First Amendment to Support Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Support Agreement as of the date first written above.

THE LANDESBERG LIVING TRUST, DATED OCTOBER 15, 2021
By: Glynn Management V, LLC
Its: General Partner

By: /s/ Stuart A. Landesberg /s/ Caitlin Landesberg
Stuart A. Landesberg and Caitlin Landesberg, as co-trustees of The Landesberg Living Trust, dated October 15, 2021

[Signature Page to First Amendment to Support Agreement]

Annex A
Voting Shares of Company Stockholders

[See attached.]

Annex A

		Voting Securities									
Stockholder	**Addresss**	**Common Stock**	**Series Seed Preferred Stock**	**Series A Preferred Stock**	**Series B Preferred Stock**	**Series C Preferred Stock**	**Series C-1 Preferred Stock**	**Series D Preferred Stock**	**Series D-1 Preferred Stock**	**Series D-2 Preferred Stock**	**Series E Preferred Stock**
General Atlantic (GC), L.P.	c/o General Atlantic Service Company, L.P. Attention: Gordon Cruess 55 East 52nd Street, 33rd Floor New York, NY 10055	-	-	-	-	-	-	7,641,666	937,180	1,374,798	-
Lone Cascade, L.P.	c/o Lone Pine Capital Attn: Kerry A. Tyler Two Greenwich Plaza, 2nd Floor Greenwich, CT 06830	-	-	-	-	-	-	-	202,496	628,521	-
Lone Cypress, Ltd.		-	-	-	-	-	-	6,354,719	146,669	702,522	-
Lone Monterey Master Fund, Ltd.		-	-	-	-	-	-	-	-	19,559	-
Lone Sierra, L.P.		-	-	-	-	-	-	-	4,504	10,036	-
Lone Spruce, L.P.		-	-	-	-	-	-	313,402	2,457	14,160	-
Norwest Venture Partners XIII, LP	525 University Avenue, Suite 800 Palo Alto, CA 94301-1922	-	-	-	-	7,043,741	1,879,497	1,382,119	374,872	1,374,798	-
SCM GC Investments Limited	c/o Sculptor Capital Management 9W 57th Street, New York, New York 10019	-	-	-	-	-	-	-	-	2,749,595	5,021,189
MHS Capital Partners G, LLC	c/o Mark Sugarman 333 Bush Street Suite 2250 San Francisco, CA 94104	-	-	-	-	-	1,449,897	-	-	-	-
MHS Capital Partners G2, LLC		-	-	-	-	-	-	373,414	-	-	-
MHS Capital Partners II, L.P.		-	648,508	2,756,161	968,211	1,349,421	429,599	26,672	-	137,480	-
Greenspring Secondaries Fund III, L.P.	100 Painters Mill Road, Suite 700 Owings Mills, MD 21117	-	-	291,352	-	-	-	-	468,590	274,960	301,271
Inherent ESG Private, LP	510 LaGuardi Place, 5th Floor New York, NY 10012	-	-	-	-	-	-	-	-	1,374,798	331,397
Mayfield Select, a Cayman Islands Exempted LimitedPartnership	c/o Tim Chang 2484 Sand Hill Road Menlo Park, CA 94025	-	-	-	-	-	1,342,498	121,238	93,718	274,960	-
Mayfield XV, a Cayman Islands Exempted LimitedPartnership		-	-	-	7,854,118	2,535,746	-	-	-	-	-
Glynn Emerging Opportunity Fund	3000 Sand Hill Road, 3-230 Menlo Park, CA 94025	-	-	-	-	-	-	-	32,961	92,839	93,601
Glynn Emerging Opportunity Fund II, L.P.		-	-	-	-	-	-	-	96,108	407,710	395,945
Glynn Emerging Opportunity Fund II-A, L.P.		-	-	-	-	-	-	-	105,226	324,329	313,844

Glynn Partners V, L.P.		-	-	-	-	-	-	-	702,885	206,220	-
NextView Ventures Co-Invest I, L.P.	c/o Lee Hower 179 Lincoln Street 4th Floor Boston, MA 02111	-	157,985	-	-	-	268,498	-	-	-	-
NextView Ventures II, L.P.		-	2,066,537	1,118,273	375,996	61,285	-	-	-	34,370	-
NextView Ventures II-A, L.P.		-	14,181	50,613	-	246,530	-	527,389	16,400	-	502,118
NEVADA FML, LLC	43 South Ridge Court Ridgefield, CT 06877	1,000,000	-	-	-	-	-	-	-	-	-
NEVADA HPL, LLC		1,000,000	-	-	-	-	-	-	-	-	-
Stuart Landesberg	1301 Sansome St. San Francisco, California 94111 Attention: Nathan Francis	1,230,291	230,568	-	-	-	-	-	-	-	-
Christopher Clark	1301 Sansome St. San Francisco, California 94111 Attention: Nathan Francis	368,764	-	-	-	-	-	-	-	-	-
Catherine Beaudoin	1301 Sansome St. San Francisco, California 94111 Attention: Nathan Francis	410,000	-	-	-	-	-	-	-	-	-
Serious Change II LP	2229 San Felipe Street, Suite 150 Houston, TX 77019	243,190	1,215,953	2,357,260	512,225	52,828	-	-	-	-	-
Serious Change, LP		949	-	-	-	-	-	-	-	-	-
	Total	**4,253,194**	**4,333,732**	**6,573,659**	**9,710,550**	**11,289,551**	**5,369,989**	**16,740,619**	**3,184,066**	**10,001,655**	**6,959,365**

Annex B
Written Consent

[See attached.]

ACTION BY WRITTEN CONSENT
OF THE STOCKHOLDERS
OF
GROVE COLLABORATIVE, INC.

Pursuant to Sections 228 and 251 of the Delaware General Corporation Law (the "***DGCL***") and the Bylaws of **Grove Collaborative, Inc.**, a Delaware public benefit corporation (the "***Company***"), the undersigned stockholders of the Company hereby adopt the following resolutions by written consent effective as of the last date set forth on the signature page(s) hereto:

I. Approval of Amended and Restated Agreement and Plan of Merger

Whereas, the Company previously entered into that certain Agreement and Plan of Merger (the "***Merger Agreement***"), dated December 7, 2021, by and among the Company, Virgin Group Acquisition Corp. II, a Cayman Islands exempted company (" ***Virgin***"), and Treehouse Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Virgin ("***Merger Sub I***");

Whereas, the Merger Agreement has been amended and restated (the "***Amended and Restated Merger Agreement***"), in substantially the form attached hereto as **Exhibit A,** to effect a change in structure of the transactions as set forth therein; and

Whereas, pursuant to the Amended and Restated Merger Agreement, at least one day following the domestication of Virgin as a Delaware public benefit corporation (the "***Domestication***"), (a) Merger Sub I will merge with and into the Company (the "***Initial Merger***"), upon the terms and subject to the conditions set forth in the Amended and Restated Merger Agreement, whereupon the separate corporate existence of Merger Sub I shall cease, and the Company shall continue as the surviving corporation of the Initial Merger (the "***Initial Surviving Corporation***") and (b) immediately following the Initial Merger, and as part of the same overall transaction as the Initial Merger, the Initial Surviving Corporation will merge with and into Treehouse Merger Sub II, LLC ("***Merger Sub II***") (the "***Final Merger***" and, together with the Initial Merger, the "***Mergers***"), whereupon the separate corporate existence of the Initial Surviving Corporation shall cease, and Merger Sub II shall continue as the surviving company of the Final Merger (the "***Final Surviving Company***");

Whereas, the Board of Directors of the Company (the "***Board***") has (i) approved the Mergers, the Amended and Restated Merger Agreement and the consummation of the transactions contemplated by the Amended and Restated Merger Agreement (collectively, the " ***Merger Transactions***"), (ii) determined that the Mergers, the Amended and Restated Merger Agreement and the Merger Transactions are advisable and in the best interests of the Company and its stockholders, and (iii) recommended that the Company's stockholder approve and adopt the Mergers, the Amended and Restated Merger Agreement and the Merger Transactions;

Whereas, pursuant to (i) Section B.3.3.1 of Article Fourth of the Amended and Restated Certificate of Incorporation of the Company (the "***Charter***"), the written consent or affirmative vote of the holders of at least sixty-three percent of the then outstanding

shares of Preferred Stock, voting together as a single class on an as-converted basis, is required for the Company to effect any merger, (ii) Section B.3.4.1 of Article Fourth of the Charter, the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of the Company's Series Seed Preferred Stock and Series A Preferred Stock, voting together as a single class on an as-converted basis, is required for the Company to effect any action in a manner that alters or changes the voting or other powers, preferences or other special rights, privileges or restrictions of the Company's Series Seed Preferred Stock or Series A Preferred Stock, (iii) Section B.3.5.1 of Article Fourth of the Charter, the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of the Company's Series B Preferred Stock, voting as a separate class on an as-converted basis, is required for the Company to effect any action in a manner that alters or changes the voting or other powers, preferences or other special rights, privileges or restrictions of the Company's Series B Preferred Stock, (iv) Section B.3.6.1 of Article Fourth of the Charter, the written consent or affirmative vote of the holders of at least sixty percent of the then outstanding shares of the Company's Series C Preferred Stock and Series C-1 Preferred Stock, voting together as a single class on an as-converted basis, is required for the Company to effect any action in a manner that alters or changes the voting or other powers, preferences or other special rights, privileges or restrictions of the Company's Series C Preferred Stock or Series C-1 Preferred Stock; (v) Section B.3.7.1 of Article Fourth of the Charter, the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of the Company's Series D Preferred Stock, Series D-1 Preferred Stock and Series D-2 Preferred Stock, voting together as a single class on an as-converted basis, is required for the Company to effect any action in a manner that alters or changes the voting or other powers, preferences or other special rights, privileges or restrictions of the Company's Series D Preferred Stock, Series D-1 Preferred Stock or Series D-2 Preferred Stock; (vi) Sections B.3.8.1 and B.3.8.3 of Article Fourth of the Charter, the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of the Company's Series E Preferred stock, voting as a separate class on an as-converted basis, is required for the Company to effect any action in a manner that alters or changes the voting or other powers, preferences or other special

rights, privileges or restrictions of the Series E Preferred Stock ((i)-(vi) collectively, the "***Requisite Stockholders***"); and

Whereas, the undersigned stockholders constitute at least the Requisite Stockholders and wish to approve the Mergers, the Amended and Restated Merger Agreement and the Merger Transactions.

Now, Therefore, Be It Resolved, that the Mergers, the Amended and Restated Merger Agreement and the Merger Transactions be, and they hereby are, authorized and approved in all respects;

Resolved Further, that all prior actions taken by the Board and officers of the Company with respect to the preparation and negotiation of the Amended and Restated Merger Agreement and otherwise in connection with effecting the purposes and intent of the Mergers, the Amended and Restated Merger Agreement and the Merger Transactions be, and each of them hereby is, authorized, ratified and approved in all respects; and

Resolved Further, that the foregoing resolutions shall satisfy all stockholder approval requirements set forth in the Charter, including without limitation Sections B.3.3.1, B.3.4.1, B.3.5.1, B.3.6.1, B.3.7.1, B.3.8.1, and B.3.8.3 of Article Fourth of the Charter.

II. General Authorizing Resolutions

Resolved, that the appropriate officers of the Company be, and each of them hereby is, authorized, directed and empowered, in the Company's name and on its behalf, to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, and each of them may, in their reasonable discretion with the advice of the Company's outside legal counsel, deem necessary or appropriate to carry out the purposes of the foregoing resolutions; and

Resolved Further, that all prior actions taken by the officers of the Company in furtherance of these resolutions be, and they hereby are, ratified and approved.

[Signature Page Follows]

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

_____ Date: _____

Stuart Landesberg

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

NORWEST VENTURE PARTNERS XIII, LP
By: Genesis VC Partners XIII, LLC, General Partner
By: NVP Associates, LLC, Managing Member

By: _____ Date: _____

Name: Jeff Crowe
Title: Managing Partner

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

MAYFIELD SELECT, a Cayman Islands Exempted Limited Partnership

By: MAYFIELD SELECT MANAGEMENT
(EGP), L.P.,
a Cayman Islands Exempted Limited Partnership
Its: General Partner

By: MAYFIELD SELECT MANAGEMENT
(UGP), LTD.,
a Cayman Islands Exempted Company
Its: General Partner

By: _____ Date: _____
Name: Tim Chang
Title: Authorized Signatory

MAYFIELD XV, a Cayman Islands Exempted Limited Partnership

By: MAYFIELD SELECT MANAGEMENT
(EGP), L.P.,
a Cayman Islands Exempted Limited Partnership
Its: General Partner

By: MAYFIELD XV MANAGEMENT
(UGP), LTD.,
a Cayman Islands Exempted Company
Its: General Partner

By: _____ Date: _____
Name: Tim Chang
Title: Authorized Signatory

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

MHS CAPITAL PARTNERS II, L.P.

By: MHS Capital Management II, LLC
Its: General Partner

By: _____ Date: _____
Name: Mark Sugarman
Title: Managing Member

MHS CAPITAL PARTNERS G2, L.P.

By: MHS Capital Management G2, L.L.C.
Its: General Partner

By: _____ Date: _____
Name: Mark Sugarman
Title: Managing Member

MHS CAPITAL PARTNERS G, L.P.

By: MHS Capital Partners G, LLC
Its: General Partner

By: _____ Date: _____
Name: Mark Sugarman
Title: Managing Member

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

LONE CYPRESS, LTD.

By: Lone Pine Capital LLC, its investment advisor

By: _____ Date: _____
Name: Kerry A. Tyler
Title: Authorized Signatory

LONE SPRUCE, L.P.

By: Lone Pine Capital LLC, its investment advisor

By: _____ Date: _____
Name: Kerry A. Tyler
Title: Authorized Signatory

LONE CASCADE, L.P.

By: Lone Pine Capital LLC, its investment advisor

By: _____ Date: _____
Name: Kerry A. Tyler
Title: Authorized Signatory

LONE SIERRA, L.P.

By: Lone Pine Capital LLC, its investment advisor

By: _____ Date: _____
Name: Kerry A. Tyler
Title: Authorized Signatory

LONE MONTEREY MASTER FUND, LTD.

By: Lone Pine Capital LLC, its investment advisor

By: _____ Date: _____
Name: Kerry A. Tyler
Title: Authorized Signatory

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

GENERAL ATLANTIC (GC), L.P.

By: General Atlantic (SPV) GP, LLC,
its general partner

By: General Atlantic LLC, its sole member

By: _____ Date: _____
Name:
Title:

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

SCM GC INVESTMENTS LIMITED

By: _____ Date: _____
Name: Wayne Cohen
Title: Authorized Signatory

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

_____ Date: _____

Christopher Clark

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

_____ Date: _____

Catherine Beaudoin

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

NEXTVIEW VENTURES II, L.P.

By: NextView Capital Partners II, LLC,
its General Partner

By: _____ Date: _____
Name: Lee Hower
Title: Managing member

NEXTVIEW VENTURES II-A, L.P.

By: NextView Capital Partners II, LLC,
its General Partner

By: _____ Date: _____
Name: Lee Hower
Title: Managing member

NEXTVIEW VENTURES CO-INVEST I, L.P.

By: NextView Capital Partners Co-Invest, LLC,
its General Partner

By: _____ Date: _____
Name: Lee Hower
Title: Managing member

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

SERIOUS CHANGE II, LP

By: Spring Partners, LLC,
Its: General Partner

By: _____ Date: _____
Name: Jo Sandlin
Title: President

SERIOUS CHANGE, LP

By: Serious Change Management, LLC,
Its: General Partner

By: _____ Date: _____
Name: Jo Sandlin
Title: President

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

NEVADA FML, LLC

By: _____ Date: _____
Name: Arel Meister-Aldama
Title: Manager

NEVADA HPL, LLC

By: _____ Date: _____
Name: Arel Meister-Aldama
Title: Manager

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

SMALLCAP World Fund, Inc.

By: Capital Research and Management Company

By: _____ Date: _____
Name:
Title:

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

INHERENT ESG PRIVATE, LP

By: Inherent Capital, LLC

Its: General Partner

By: _____ Date: _____
Name: Danielle Schaefer
Title: Chief Financial Officer

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:

GREENSPRING SECONDARIES FUND III, L.P.

By: Greenspring Secondaries General Partner III, L.P.,
its general partner

By: Greenspring Secondaries GP III, LLC,
its general partner

By: Greenspring Associates, LLC,
its sole member

By: _____ Date: _____
Name: Eric Thompson
Title: Chief Operating Officer

This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company. By executing this Action by Written Consent, the undersigned stockholders are giving written consent with respect to all shares of the Company's capital stock held by such stockholders in favor of the above resolutions. This Action by Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including .PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In Witness Whereof, the undersigned has executed this Action by Written Consent effective as of the date written below.

Stockholder:
GLYNN PARTNERS V, L.P.

By: Glynn Management V, LLC
Its: General Partner

By: _____ Date: _____
Name: David Glynn
Title: Managing Member

GLYNN EMERGING OPPORTUNITY FUND

By: Glynn Capital Management LLC
Its: General Partner

By: _____ Date: _____
Name: David Glynn
Title: President

GLYNN EMERGING OPPORTUNITY FUND II-A, L.P.

By: Glynn Management Evergreen LLC
Its: General Partner

By: _____ Date: _____
Name: David Glynn
Title: Managing Member

GLYNN EMERGING OPPORTUNITY FUND II, L.P.

By: Glynn Management Evergreen LLC
Its: General Partner

By: _____ Date: _____
Name: David Glynn

Grove Collaborative Announces Principals Agree to Backstop SPAC Business Combination With Virgin Group Acquisition Corp. II

- *New $50 million backstop designed to provide additional liquidity for the pro forma company to pursue growth*
- *$27.5 million investment in Grove at signing*
- *$22.5 million backstop commitment to help offset the impact of potential shareholder redemptions*

SAN FRANCISCO, CA — April 4, 2022 — Grove Collaborative, Inc. ("Grove" or "the Company"), a certified B Corp ™ and leading sustainable consumer products company, today announced a new redemption backstop subscription agreement related to its previously announced proposed business combination agreement (the "Agreement and Plan of Merger") with Virgin Group Acquisition Corp. II ("VGII") (NYSE: VGII), a publicly-traded special purpose acquisition company ("SPAC") sponsored by Virgin Group. These additional elements increase deal certainty and ensure additional funding for the pro forma company.

John Repogle, Grove's Board Chairman, said, "The backstop agreement underpins Virgin's commitment to the Company and provides greater transaction certainty for the strategic business combination of Grove and VGII. The pro forma company will be in a strong position to pursue its mission to transform the consumer products industry."

Evan Lovell, Chief Investment Officer of Virgin Group, said, "This agreement affirms our commitment to the success of Grove, its mission, and its future as a publicly traded entity. Grove has tremendous opportunities for growth both domestically and internationally and a world class management team. We look forward to seeing the company continue its track record of product innovation and commitment to transform the consumer products industry into a force for human and environmental good."

Grove's CEO and Co-Founder, Stuart Landesberg, added, "We are thrilled to deepen our partnership with Virgin and strengthen our balance sheet. This commitment will help our business combination succeed even in a volatile market. We plan to use the capital to continue our mission to transform the industry to address the urgent environmental issues of our time by bringing effective, consumer-centric zero waste products to families across the country."

Entry Into Subscription Agreement

On March 31, 2022, Grove entered into a Subscription Agreement (the "Subscription Agreement") with VGII and Corvina Holdings, Limited ("Corvina"), an affiliate of the sponsor of VGII, pursuant to which Corvina has subscribed for and purchased from Grove shares of common stock for a purchase price of $27,500,000, which transaction closed on March 31, 2022. Under the Subscription Agreement, Corvina has also agreed to subscribe for and purchase, if applicable, shares of Class A common stock of the combined public company for a

---

purchase price of up to $22,500,000 concurrently with the closing of the transaction in the event of potential redemptions by VGAC II stockholders. In exchange for these agreements, Grove has agreed to waive the minimum cash condition in the Agreement and Plan of Merger upon receipt of the backstop investment from Corvina, if any.

Amendment of the Agreement and Plan of Merger

In connection with the Subscription Agreement, Grove and VGII have also entered into an Amended and Restated Agreement and Plan of Merger to, among other things, address the treatment of the shares of Grove common stock acquired by Corvina and preserve the expected tax treatment of the business combination notwithstanding the backstop commitment.

The business combination transaction is subject to approval by VGII's shareholders and other customary closing conditions.

About Grove Collaborative

Launched in 2016 as a Certified B Corp, Grove Collaborative is transforming consumer products into a positive force for human and environmental good. Driven by the belief that sustainability is the only future, Grove creates and curates over 150 high-performing eco-friendly brands of household cleaning, personal care, laundry, clean beauty, baby and pet care products serving millions of households across the U.S. each year. With a flexible monthly delivery model and access to knowledgeable Grove Guides, Grove makes it easy for everyone to build sustainable routines.

Every product Grove offers — from its flagship brand of sustainably powerful home care essentials, Grove Co., plastic-free, vegan personal care line, Peach Not Plastic, and zero-waste pet care brand, Good Fur, to its exceptional third-party brands — has been thoroughly vetted against strict standards to be uncompromisingly healthy, beautifully effective, ethically produced and cruelty-free. Grove Collaborative is a public benefit corporation on a mission to move Beyond Plastic™ and in 2021, entered physical retail for the first time at Target stores nationwide, making sustainable home care products even more accessible. Grove is the first plastic neutral retailer in the world and is committed to being 100% plastic-free by 2025. For more information, visit www.grove.com.

On December 7, 2021, Grove and VGII, entered into the Agreement and Plan of Merger, as amended, that will result in Grove becoming a public company. Upon closing of the transaction, the combined company will continue to operate under the Grove name and will be listed on the NYSE under the new "GROV" ticker symbol.

Additional Information and Where to Find It

In connection with the proposed business combination, VGII filed with the SEC a registration statement on Form S-4 on January 18, 2022 (as amended on March 10, 2022) containing a

---

preliminary proxy statement and a preliminary prospectus of VGII, and after the registration statement is declared effective, VGII will mail a definitive proxy statement/prospectus relating to the proposed business combination to its shareholders. This press release does not contain all the information that should be considered concerning the proposed business combination and is not intended to form the basis of any investment decision or any other decision in respect of the business combination. VGII's shareholders and other interested persons are advised to read the preliminary proxy statement/prospectus and, when available, the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed business combination, as these materials will contain important information about Grove, VGII and the proposed business combination. When available, the definitive

proxy statement/prospectus and other relevant materials for the proposed business combination will be mailed to shareholders of VGII as of a record date to be established for voting on the proposed business combination. Such shareholders will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to Virgin Acquisition Corp. II, 65 Bleecker Street, 6th Floor, New York, New York 10012.

No Offer or Solicitation

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Participants in the Solicitation

VGII, Grove and their respective directors, executive officers, other members of management, and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of VGII's shareholders in connection with the proposed business combination. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of VGII's shareholders in connection with the proposed business combination will be set forth in VGII's registration statement on Form S-4, including a proxy statement/prospectus, which VGII filed with the SEC on January 18, 2022 (as amended on March 10, 2022). Investors and security holders may obtain more detailed information regarding the names and interests in the proposed business combination of VGII's directors and officers in VGII's filings with the SEC and such information will also be in the registration statement to be filed with the SEC by VGII, which will include the proxy statement / prospectus of VGII for the proposed business combination.

Caution Concerning Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of

---

1934, as amended, including statements regarding our or our management team's expectations, hopes, beliefs, intentions, plans, prospects or strategies regarding the future, including possible business combinations, revenue growth and financial performance, product expansion and services. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intends," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "would" and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The forward-looking statements contained in this press release are based on our current expectations and beliefs made by the management of VGII and Grove in light of their respective experience and their perception of historical trends, current conditions and expected future developments and their potential effects on VGII and Grove as well as other factors they believe are appropriate in the circumstances. There can be no assurance that future developments affecting VGII or Grove will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including that the VGII stockholders will approve the transaction, regulatory approvals, product and service acceptance, and that, Grove will have sufficient capital upon the approval of the transaction to operate as anticipated. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Additional factors that could cause actual results to differ are discussed under the heading "Risk Factors" and in other sections of VGII's filings with the SEC, and in VGII's current and periodic reports filed or furnished from time to time with the SEC. All forward-looking statements in this press release are made as of the date hereof, based on information available to VGII and Grove as of the date hereof, and VGII and Grove assume no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Investor Relations Contact:
Alexis Tessier
ir@grove.co

Media Relations Contact:
Meika Hollender
pr@grove.co
