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): May 12, 2024

Battery Future Acquisition Corp.
(Exact name of registrant as specified in its charter)

Cayman Islands	**001-41158**	**98-1618517**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8 The Green
STE 15614
Dover, DE 19901
(Address of principal executive office) (zip code)

929-465-9707
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

☒ 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 Class A ordinary share and one-half of one redeemable warrant	BFAC.U	New York Stock Exchange
Class A ordinary shares, par value $0.0001 per share	BFAC	New York Stock Exchange
Redeemable warrants, each whole warrant exercisable for one Class A ordinary share, each at an exercise price of $11.50 per share	BFAC.WS	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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

On May 12, 2024, Battery Future Acquisition Corp., a Cayman Islands exempted company ("*BFAC*"), entered into an Agreement and Plan of Merger (the "*Business Combination Agreement*"), by and among BFAC, Class Over Inc., a Delaware corporation (the "*Company*"), Classover Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of BFAC ("*Pubco*"), BFAC Merger Sub 1 Corp., a Delaware corporation and wholly-owned subsidiary of Pubco ("*Merger Sub 1*") and BFAC Merger Sub 2 Corp., a Delaware corporation and wholly-owned subsidiary of Pubco ("*Merger Sub 2*" and together with Merger Sub 1, the "*Merger Subs*").

The Company, founded in 2020 and headquartered in New York, has rapidly emerged as a well-regarded player in the educational technology sector. Specializing in interactive online live courses for K-12 students both domestically and internationally, the Company offers a diverse curriculum and technology solutions tailored to various learning levels and age groups. The Company focuses on fostering essential skills such as creativity and problem-solving through its innovative courses, which range from interest-driven classes to competitive test preparation.

The Business Combination Agreement and the transactions contemplated thereby (the "*Business Combination*") were approved by the board of directors of BFAC and the Company, respectively. This Current Report on Form 8-K (this "*Report*") is being filed to describe the material terms of the Business Combination Agreement and related agreements, which are filed as exhibits herewith.

The Business Combination Agreement

The Business Combination

Pursuant to the Business Combination Agreement, at the closing of the Business Combination (the "*Closing*"), Merger Sub 1 will merge with and into BFAC (the "*Reorganization Merger*"), with BFAC being the surviving corporation of the Reorganization Merger and becoming a wholly-owned subsidiary of Pubco, and immediately thereafter Merger Sub 2 will merge with and into the Company (the "*Acquisition Merger*", and together with the Reorganization Merger, the "*Mergers*"), with the Company being the surviving corporation of the Acquisition Merger and becoming a wholly-owned subsidiary of Pubco.

In connection with the Reorganization Merger, each (i) BFAC Class A ordinary share, par value $0.0001 per share (the "*BFAC Class A Ordinary Shares*"), and (ii) BFAC Class B ordinary share, par value $0.0001 per share (the "*BFAC Class B Ordinary Shares*" and, together with the BFAC Class A Ordinary Shares, the "*BFAC Ordinary Shares*"), issued and outstanding immediately prior to the effective time of the Mergers (the "*Effective Time*") will be automatically cancelled and extinguished and converted into the right to receive one share of Class B common stock of Pubco, par value $0.0001 per share ("*Pubco Class B Common Stock*"). All BFAC Ordinary Shares held in treasury will be cancelled and extinguished without consideration.

At the Effective Time, each whole warrant of BFAC, each exercisable for one BFAC Class A ordinary share at an exercise price of $11.50 per share (the "*BFAC Warrants*"), that is outstanding immediately prior to the Effective Time shall be converted into a warrant to purchase one share of Pubco Class B Common Stock ("*Pubco Warrants*"), with each such warrant subject to substantially the same terms and conditions applicable to the BFAC Warrants prior to such conversion.

Each BFAC unit, each consisting of one BFAC Class A Ordinary Share and one half of one BFAC Warrant (the "*BFAC Units*"), that is outstanding immediately prior to the Effective Time will be automatically separated into one BFAC Class A Ordinary Share and one-half of one BFAC Warrant, which underlying securities will be converted as described above; *provided*, *however*, that no fractional Pubco Warrants will be issued.

Merger Consideration

Pursuant to the Business Combination Agreement, at the Effective Time, all common stock of the Company ("*Company Common Stock*") issued and outstanding immediately prior to the Effective Time, other than (a) Company Common Stock held in treasury by the Company or its wholly owned subsidiaries, as applicable, and (b) those shares of Company Common Stock owned by a dissenting holder, will be automatically converted into the right to receive an aggregate of 6,535,014 shares of Pubco Class A common stock, par value $0.0001 per share ("*Pubco Class A Common Stock*"), 5,964,986 shares of Pubco Class B Common Stock and 1,000,000 shares of Pubco preferred stock, par value $0.0001 per share ("*Pubco Preferred Stock*"). Notwithstanding the foregoing, any merger consideration attributable to dissenting holders shall not be issued and shall not be included in the aggregate merger consideration amounts.

Each share of Pubco Class A Common Stock will have twenty-five votes per share and each share of Pubco Class B Common Stock will have one vote per share. Each share of Pubco Preferred Stock will be convertible into a share of Pubco Class B Common Stock at $10.00 per share (subject to adjustment for stock dividends, splits and similar structural changes) and will contain anti-dilution price protection upon any future equity issuance by Pubco at a lower share price (subject to any minimum floor price as required by the New York Stock Exchange).

Registration Statement

In connection with the Business Combination, BFAC and the Company have agreed to prepare, and Pubco will file with the SEC, a registration statement on Form S-4 (the "*Registration Statement*"), which will include a preliminary proxy statement of BFAC and a preliminary prospectus of Pubco relating to the securities of Pubco to be issued in connection with the Business Combination.

Representations, Warranties and Covenants

The parties to the Business Combination Agreement have made representations, warranties and covenants that are customary for transactions of this nature. The representations and warranties of the respective parties to the Business Combination Agreement will not survive the Closing. The covenants of the respective parties to the Business Combination Agreement will also not survive the Closing, except for those covenants that by their terms expressly apply in whole or in part after the Closing.

Exclusivity

The Business Combination Agreement contains exclusivity provisions restricting BFAC and the Company from engaging in alternative transactions for a period ending on the earlier of the Closing and the termination of the Business Combination Agreement in accordance with its terms.

Conditions to Closing

Mutual Conditions

The consummation of the Mergers and the other transactions contemplated by the Business Combination Agreement is conditioned upon the following, among other things:

- The approval of the Business Combination by the BFAC shareholders (the "*BFAC Shareholders*", such approval the "*BFAC Shareholder Approval*") and the Company stockholders (the "*Company Stockholders*", such approval the "*Company Stockholder Approval*") having been received by BFAC and the Company, respectively;

- The approval for listing on the New York Stock Exchange (NYSE) of the Pubco Common Stock to be issued in connection with the Business Combination, subject, if applicable, to official notice of issuance thereof and the requirement for the Pubco Common Stock to have a sufficient number of round lot holders;

- The Registration Statement having become effective in accordance with the provisions of the Securities Act of 1933, as amended (the "*Securities Act*"), no stop order having been issued by the SEC that remains in effect with respect to the Registration Statement, and no proceeding seeking such a stop order having been threatened or initiated by the SEC which remains pending; and

- All required waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if any, having expired or been terminated.

Other Conditions to BFAC's, Pubco's and the Merger Subs' Obligations

The obligations of BFAC, Pubco and the Merger Subs to consummate the Business Combination are also conditioned upon, among other things:

- The accuracy of the representations and warranties of the Company;
- Performance in all material respects of the agreements and covenants of the Company required by the Business Combination Agreement to be performed on or prior to the Closing;
- No action, suit or proceeding being pending or threatened before any governmental entity which would (i) prevent consummation of any aspect of the Business Combination, (ii) cause any aspect of the Business Combination to be rescinded following consummation or (iii) affect materially and adversely the right of Pubco to own, operate or control any of the assets and operations of the Company following the Mergers, and no order, judgment, decree, stipulation or injunction to any such effect being in effect;
- Certain employees of the Company having executed employment agreements with Pubco; and
- Each loan made to any employee of the Company, together with all accrued but unpaid interest thereon, having been repaid in full prior to the Closing Date.

Other Conditions to the Company's Obligations

The obligations of the Company to consummate the Business Combination are also conditioned upon, among other things:

- The accuracy of the representations and warranties of BFAC, Pubco, Merger Sub 1 and Merger Sub 2;
- Performance in all material respects of the covenants of BFAC, Pubco, Merger Sub 1 and Merger Sub 2 required by the Business Combination Agreement to be performed on or prior to the Closing; and
- No action, suit or proceeding being pending or threatened before any governmental entity which (i) would prevent consummation of any of the Business Combination, (ii) would cause any aspect of the Business Combination to be rescinded following consummation or (iii) would affect materially and adversely or otherwise encumber the title of the Pubco Class A Common Stock, Pubco Class B Common Stock, and/or Pubco Preferred Stock to be issued to the Company Stockholders by Pubco in connection with the Business Combination, and no order, judgment, decree, stipulation or injunction to any such effect being in effect.

Termination

The Business Combination Agreement may be terminated at any time prior to the Closing as follows:

- by mutual written consent of BFAC and the Company;
- by either BFAC or the Company, if the Effective Time has not occurred on or before December 31, 2024;*provided*, *however*, that such date shall be automatically extended to June 30, 2025 if the SEC has not declared the Registration Statement effective on or prior to December 31, 2024, and *provided*, *further*, that this termination right is not available to a party that is in breach or violation of the Business Combination Agreement and such breach or violation is the primary cause of the failure to close by such date;
- by either BFAC or the Company, if a governmental entity shall have issued an order, decree, judgment or ruling or taken any other action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Business Combination, which order, decree, ruling or other action is final and nonappealable;
- by either BFAC or Company, if the other party has breached any of its covenants or representations and warranties, or any representation or warranty has become untrue, such that the terminating party's closing conditions would not be satisfied (subject to a thirty-day cure period, if such breach is curable), *provided* that this termination right is not available to a party that is in breach of the Business Combination Agreement such that the other party's closing conditions would not be satisfied;
- by either BFAC or the Company, if the BFAC Shareholder Approval is not obtained; and
- by BFAC, if the Company Stockholder Approval is not obtained by the requisite vote under the DGCL within five (5) days following the date the Registration Statement is declared effective.

Upon termination of the Business Combination Agreement, the Business Combination Agreement will become void (with certain customary exceptions), except that the parties shall not be relieved of liability for any willful breach of the Business Combination Agreement.

The foregoing description of the Business Combination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Business Combination Agreement, a copy of which is included as Exhibit 2.1 to this Report and which is incorporated herein by reference. The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties to the Business Combination Agreement and are subject to important qualifications and limitations agreed to by the contracting parties in connection with negotiating the Business Combination Agreement. The Business Combination Agreement has been included as Exhibit 2.1 to provide investors with information regarding its terms. It is not intended to provide any other factual information about BFAC or any other party to the Business Combination Agreement. In particular, the representations, warranties, covenants and agreements contained in the Business Combination Agreement, which were made only for purposes of the Business Combination Agreement and as of specific dates, were solely for the benefit of the respective parties to the Business Combination Agreement, may be subject to limitations agreed upon by the parties thereto (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the respective parties to the Business Combination Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to the BFAC Shareholders and holders of other BFAC securities. The BFAC Shareholders and holders of other BFAC securities are not third-party beneficiaries under the Business Combination Agreement and should not rely on the representations, warranties or covenants of any party to the Business Combination Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in BFAC's public disclosures.

PIPE Financing (Private Placement)

Pursuant to the Business Combination Agreement, the Parties agreed that BFAC and the Company shall use commercially reasonable efforts to solicit investors (the "*PIPE Investors*") to enter into subscription agreements with BFAC (as amended or modified from time to time, collectively, the "*PIPE Agreements*"), on terms approved by the Company (such approval not to be unreasonably withheld, conditioned or delayed), pursuant to which, among other things, each PIPE Investor shall agree to subscribe for and purchase from BFAC, and BFAC shall agree to issue and sell to each such PIPE Investor, on the date of the Closing (the " *Closing Date*"), substantially concurrent with the Closing but prior to the Effective Time, the number or amount of BFAC Ordinary Shares or other equity or equity-linked securities of BFAC set forth in the applicable PIPE Agreement, in exchange for the purchase price set forth therein, in an aggregate amount of $5 million (the "*PIPE Financing*"). The BFAC securities issued in the PIPE Financing will be automatically converted into the right to receive Pubco securities in the Business Combination.

BFAC Insider and Company Stockholder Support Agreements

Concurrently with the execution of the Business Combination Agreement, BFAC, the Company and certain of their respective securityholders entered into Support Agreements (each, a "*Support Agreement*"), pursuant to which, among other things, each such securityholder agreed, with respect to all BFAC Ordinary Shares or Company common stock held by such persons, respectively, to vote in favor of, or consent in writing to, the adoption of the Business Combination Agreement and the approval of the transactions contemplated thereby, including the Mergers, in order to effect the required shareholder approvals.

The foregoing description of the Support Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Support Agreements, the form of which are included as Exhibit 10.1 (BFAC Insider Support Agreement) and Exhibit 10.2 (Company Stockholders Support Agreement) to this Report and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On May 14, 2024, BFAC and the Company issued a joint press release announcing the execution of the Business Combination Agreement. A copy of the press release is furnished herewith as Exhibits 99.1 and incorporated herein by reference.

The foregoing (including Exhibit 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 Securities and Securities Exchange Act of 1934, as amended (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.

Additional Information about the Business Combination and Where to Find It

In connection with the Business Combination, Pubco intends to file the Registration Statement, which will include a preliminary proxy statement of BFAC and a preliminary prospectus of Pubco relating to the securities of Pubco to be issued in connection with the Business Combination, with the SEC. After the Registration Statement is declared effective, BFAC will mail a definitive proxy statement relating to the Business Combination and other relevant documents to the BFAC Shareholders. The Registration Statement, including the proxy statement/prospectus contained therein, when declared effective by the SEC, will contain important information about the Business Combination and the other matters to be voted upon at a meeting of BFAC Shareholders to be held to approve the Business Combination (and related matters). This Report is not a substitute for the Registration Statement, the definitive proxy statement/final prospectus or any other document that BFAC will send to BFAC Shareholders in connection with the Business Combination. This Report does not contain all the information that should be considered concerning the Business Combination and other matters and is not intended to provide the basis for any investment decision or any other decision in respect of such matters. BFAC and Pubco may also file other documents with the SEC regarding the Business Combination. Investors and security holders of BFAC are advised to read, when available, the proxy statement/prospectus in connection with BFAC's solicitation of proxies for its extraordinary general meeting of stockholders to be held to approve the Business Combination (and related matters) and other documents filed in connection with the Business Combination, as these materials will contain important information about BFAC, the Company, Pubco and the Business Combination.

When available, the definitive proxy statement and other relevant materials for the Business Combination will be mailed to BFAC Shareholders as of a record date to be established for voting on the Business Combination. BFAC Shareholders will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed or that will be filed with the SEC by BFAC through the website maintained by the SEC at www.sec.gov, or by directing a request to Battery Future Acquisition Corp., 8 The Green, #18195, Dover, DE 19901, or by telephone at (929) 465-9707.

Participants in the Solicitation of Proxies

BFAC, the Company and their respective directors and officers may be deemed participants in the solicitation of proxies of BFAC Shareholders in connection with the Business Combination. BFAC Shareholders, holders of other BFAC securities and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of BFAC. A description of their interests in BFAC is contained in BFAC's final prospectus related to its initial public offering, dated December 17, 2021, in BFAC's subsequent filings with the SEC, and will be contained in the preliminary and definitive proxy statements BFAC files with the SEC and, in the case of the definitive proxy statement, mails to the BFAC Shareholders. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies of OCA's security holders in connection with the Business Combination and other matters to be voted upon at the extraordinary general meeting of BFAC will be set forth in the Registration Statement for the Business Combination when available. Additional information regarding the interests of participants in the solicitation of proxies in connection with the Business Combination will be included in the Registration Statement that Pubco intends to file with the SEC. You may obtain free copies of these documents as described in the preceding paragraph.

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.

No Offer or Solicitation

This Report relates to a proposed business combination between BFAC and the Company. This Report does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. This Report does not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed Business Combination.

Forward-Looking Statements

Certain statements contained in this Report that are not historical facts are forward-looking statements. Forward-looking statements are often accompanied by words such as "believe," "may", "will", "estimate", "continue", "expect", "intend", "should", "plan", "forecast", "potential", "seek", "future", "look ahead", "target", "design", "develop", "aim" and similar expressions to predict or indicate future events or trends, although not all forward-looking statements contain these words. Forward-looking statements generally relate to future events or BFAC's or the Company's future financial or operating performance, including possible or assumed future results of operations, business strategies, debt levels, competitive position, industry environment, potential growth opportunities, the effects of regulation, the satisfaction of closing conditions to the Business Combination and related transactions, the level of redemptions by BFAC's public shareholders and the timing of the completion of the Business Combination, including the anticipated closing date of the Business Combination and the use of the cash proceeds therefrom. For example, statements regarding anticipated growth in the industry in which the Company operates and anticipated growth in demand for the Company's products, projections of the Company's future financial results, including future possible growth opportunities for the Company and other metrics are forward-looking statements. These forward-looking statements also include, but are not limited to, statements regarding the use of the Company's comprehensive online interactive live courses, the development and utilization of the Company's curricula, estimates and forecasts of financial and performance indicators and predictions of market opportunities. These statements are based on various assumptions (whether or not identified in this Report) and the current expectations of BFAC and Company management, and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as and must not be relied on by any investor as a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and situations are difficult or impossible to predict and may differ from assumptions. Many actual events and situations are beyond the control of BFAC and the Company.

These forward-looking statements are subject to a variety of risks, uncertainties and other factors, including (i) the occurrence of any event, change or other circumstances that could give rise to the termination of negotiations and any subsequent definitive agreements with respect to the Business Combination; (ii) the outcome of any legal proceedings that may be instituted against BFAC, the Company or others following this announcement and any definitive agreements with respect thereto; (iii) the inability to complete the Business Combination due to the failure to obtain approval of the BFAC Shareholders or Company Stockholders, to obtain financing to complete the Business Combination, or to satisfy conditions to closing; (iv) changes to the proposed structure of the Business Combination that may be required or appropriate as a result of applicable laws or regulations or as a condition to obtaining regulatory approval of the Business Combination; (v) the ability to meet stock exchange listing standards in connection with, or following the consummation of, the Business Combination; (vi) the risk that the announcement and consummation of the Business Combination disrupts current plans and operations of the Company; (vii) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain key relationships and retain its management and key employees; (viii) costs related to the Business Combination; (ix) changes in applicable laws or regulations; (x) the inability to develop or monetize the Company's offerings in a timely or successful manner; (xi) the Company's ability to enter into agreements with students, suppliers and other third parties on satisfactory terms; (xii) changes in domestic and foreign business, market, financial, political and legal conditions; (xiii) risks related to domestic and international political and macroeconomic uncertainty, including the conflicts between Russia and Ukraine and Israel and Hamas; (xiv) the amount of redemption requests made by BFAC's public shareholders; (xv) the impact of competition on the Company in the future; and (xvi) other risks and uncertainties set forth in the section entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in BFAC's final prospectus relating to its initial public offering, dated December 17, 2021, BFAC's Annual Report on Form 10-K for the year ended December 31, 2023 and subsequent Quarterly Reports on Form 10-Q, in each case, under the heading "Risk Factors," and other documents to be filed by BFAC and Pubco with the SEC, including the proxy statement/prospectus. There may be additional risks that neither BFAC nor the Company presently know or that BFAC and the Company currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. If any of these risks become a reality, or if our assumptions prove to be incorrect, the actual results may differ materially from the results implied by these forward-looking statements. In addition, forward-looking statements reflect the expectations, plans, or forecasts of future events and opinions of BFAC or the Company, as applicable, on the date of this Report. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. BFAC and the Company expect that subsequent events and developments will cause the assessments of BFAC and the Company to change. Neither BFAC nor the Company undertakes any duty to update or revise these forward-looking statements or to inform the reader of any matters of which any of them becomes aware of which may affect any matter referred to in this Report. If BFAC and the Company do update one or more forward looking statements, no inference should be drawn that BFAC and the Company will make additional updates thereto or with respect to other forward-looking statements. These forward-looking statements should not be relied upon as representing BFAC's and the Company's assessments as of any date subsequent to the date of this filing. You should consult with your professional advisors to make your own determinations and should not rely on the forward-looking statements in this Report.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.* The following exhibits are provided as part of this Report:

Exhibit No.	Description
2.1†	Business Combination Agreement, dated as of May [12], 2024, by and among BFAC, the Company, Pubco, Merger Sub 1 and Merger Sub 2
10.1	BFAC Insider Support Agreement
10.2	Company Stockholders Support Agreement
99.1	Press Release, dated May 14, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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

SIGNATURE

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 thereunto duly authorized.

Dated: May 15, 2024

BATTERY FUTURE ACQUISITION CORP.

By: */s/ Fanghan Sui*
Name: Fanghan Sui
Title: Chief Executive Officer

EXHIBIT 2.1

ANNEX A

AGREEMENT AND PLAN OF MERGER

by and among

BATTERY FUTURE ACQUISITION CORP.,

CLASSOVER HOLDINGS, INC.,

BFAC MERGER SUB 1, CORP.,

BFAC MERGER SUB 2 CORP.

and

CLASS OVER INC.

dated as of

May 12, 2024

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of May 12, 2024, by and among Battery Future Acquisition Corp., a Cayman Islands exempted company ("Acquiror"), Classover Holdings Inc., a Delaware corporation and wholly-owned subsidiary of Acquiror ("Pubco"), BFAC Merger Sub 1, Corp. a Delaware corporation and wholly-owned subsidiary of Pubco ("Merger Sub 1"), BFAC Merger Sub 2, Corp., a Delaware corporation and wholly-owned subsidiary of Pubco ("Merger Sub 2" and, together with Merger Sub 1, the "Merger Subs"), and Class Over Inc., a Delaware corporation (the "Company"). Acquiror, Pubco, the Merger Subs and the Company are collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Acquiror is a blank check company formed in the Cayman Islands as an exempted company for the purpose of acquiring one or more operating businesses through a merger, capital share exchange, asset acquisition, share purchase, reorganization or similar business combination (a "Business Combination");

WHEREAS, on the terms and subject to the conditions set forth in this Agreement and in accordance with Companies Act (Revised) of the Cayman Islands (the "Companies Act") and the General Corporation Law of the State of Delaware (the "DGCL"), on the Closing Date, Merger Sub 1 will merge with and into Acquiror (the "Reorganization Merger"), with Acquiror being the surviving corporation of the Reorganization Merger (Acquiror, as the surviving corporation of the Reorganization Merger, is sometimes referred to herein as the "Surviving Reorganization Corporation") and becoming a wholly-owned subsidiary of Pubco;

WHEREAS, on the terms and subject to the conditions of this Agreement and in accordance with the DGCL, on the Closing Date, immediately following the consummation of the Reorganization Merger, Merger Sub 2 will merge with and into the Company (the "Acquisition Merger" and together with the Reorganization Merger the "Mergers"), with the Company being the surviving corporation of the Acquisition Merger (the Company, as the surviving corporation of the Acquisition Merger, is sometimes referred to herein as the "Surviving Acquisition Corporation") and becoming a wholly-owned subsidiary of Pubco;

WHEREAS, for U.S. federal income tax purposes (and for purposes of any applicable state or local income tax), each of the Parties intends that each of (i) the Reorganization Merger, and (ii) the Acquisition Merger, taken together as an integrated transaction, will constitute a transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code to which each of Acquiror, Pubco and the Company, as applicable, are parties under Section 368(b) of the Code, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of Section 368 of the Code and the Treasury Regulations;

WHEREAS, the board of directors of Acquiror has unanimously (i) determined that it is in the best interests of Acquiror and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved this Agreement and the Transactions (as defined below), including without limitation the Reorganization Merger, in accordance with the Companies Act and the DGCL, on the terms and subject to the conditions set forth in this Agreement, (iii) determined that the fair market value of the Company is equal to at least 80% of the balance in the Trust Account (as defined below), not including deferred underwriting discounts and commissions and taxes payable, and (iv) adopted a resolution recommending to its shareholders the approval of the Acquiror Shareholder Matters (as defined below) (the "Acquiror Board Recommendation");

WHEREAS, the board of directors of each of the Merger Subs has unanimously (i) determined that it is in its best interests, and declared it advisable, to enter into this Agreement, and (ii) approved this Agreement and the Transactions, in each case, in accordance with the DGCL, on the terms and subject to the conditions of this Agreement;

WHEREAS, the board of directors of the Company has unanimously (i) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Agreement, (ii) approved this Agreement and the Transactions, including the Acquisition Merger, in accordance with the DGCL, on the terms and subject to the conditions of this Agreement, and (iii) adopted a resolution recommending this Agreement and the Transactions, including the Acquisition Merger, be adopted and approved by the stockholders of the Company (the "Company Stockholders");

WHEREAS, concurrently with the execution and delivery of this Agreement, certain shareholders of Acquiror ("Insiders") have executed and delivered an agreement attached hereto as Exhibit A (the "Insider Support Agreement"), which provides, among other things, that the Insiders shall, subject to applicable securities laws, vote all the Acquiror Ordinary Shares beneficially owned by them in favor of the Acquiror Shareholder Matters;

WHEREAS, concurrently with the execution and delivery of this Agreement, certain of the Company Securityholders (as defined below) have executed and delivered an agreement attached hereto as Exhibit B (the "Company Stockholders Support Agreement"), which provides, among other things, that such Company Stockholders will vote their shares of Company capital stock in favor of this Agreement, the Mergers and the other Transactions contemplated by this Agreement; and

WHEREAS, certain of the Company Securityholders and the Insiders will enter into a lockup agreement substantially in the form to be agreed by the Parties (the "Lockup Agreement").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I.
CERTAIN DEFINITIONS

Section 1.01 Definitions. For purposes of this Agreement, the following capitalized terms have the following meanings:

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

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

"Acquiror Material Adverse Effect" means any change, event, occurrence, effect or circumstance that, individually or in the aggregate, would or would reasonably be expected to, prevent, materially delay or materially impede the performance by Acquiror, Pubco or any of the Merger Subs of its obligations under this Agreement or the other Transaction Agreements or the consummation of the transactions contemplated hereby or thereby, or otherwise have a material adverse effect on the Transactions or the Surviving Reorganization Corporation, the Surviving Acquisition Corporation or their respective Subsidiaries, provided, however, that in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, an "Acquiror Material Adverse Effect" on or in respect of Acquiror and its Subsidiaries under clause (ii) of this definition: (a) any change in Law, regulatory policies, accounting standards or principles (including GAAP) or any guidance relating thereto or interpretation thereof after the date of this Agreement; (b) any change in interest rates or economic, political, business or financial market conditions generally (including any changes in credit, financial, commodities, securities or banking markets); (c) any change affecting special purpose acquisition companies in general or the economy as a whole; (d) any epidemic, pandemic or disease outbreak (including COVID-19), or any Law, directive, guidelines or recommendations issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization, any other Governmental Authority or industry group providing for business closures, "sheltering-in-place," curfews or other restrictions that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including COVID-19), or any change in such Law, directive, guidelines, recommendations or interpretation thereof; (e) the announcement or the execution of this Agreement, the pendency of the Transactions, or the performance of this Agreement, including losses or threatened losses of employees, customers, suppliers, vendors, distributors or others having relationships with Acquiror and its Subsidiaries resulting therefrom; (f) any action taken or not taken at the written request of the Company; (g) any weather conditions, earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, act of God or other force majeure event; (h) any acts of terrorism, sabotage, war, riot, the outbreak or escalation of hostilities, or change in geopolitical conditions; (i) any failure of Acquiror or its Subsidiaries to meet, with respect to any period or periods, any internal or industry analyst projections, forecasts, estimates or business plans (provided, however, that this clause (i) shall not prevent a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in an Acquiror Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Acquiror Material Adverse Effect)); (j) any action taken by the Company, the Company Securityholders or any of their respective Affiliates; or (k) any matter to which the Company has consented in writing; except, in the case of clauses (a), (b), (c), (d), (g) or (h) above, if any such change, event or effect has a disproportionate and adverse effect on Acquiror and its Subsidiaries relative to other special purpose acquisition companies; provided that in determining whether an Acquiror Material Adverse Effect has occurred or would occur, any rights to proceeds from insurance or other third party contribution or indemnification in respect of the event giving rise thereto available to Acquiror or its Subsidiaries shall be taken into account to the extent that such proceeds have been actually paid, or, with respect to insurance, the carrier has acknowledged that such event gives rise to a covered claim, to Acquiror or its Subsidiaries.

"Acquiror Ordinary Shares" means the Acquiror Class A Ordinary Shares and the Acquiror Class B Ordinary Shares.

"Acquiror Organizational Documents" means Memorandum and Articles of Association of Acquiror, as amended.

"Acquiror Parties" means Acquiror, Pubco and the Merger Subs.

"Acquiror Shareholder Matters" means (i) the adoption and approval of this Agreement and the Transactions, including without limitation the Reorganization Merger (the "Business Combination Proposal"), (ii) the adoption and approval of the issuance of shares of Pubco Common Stock in connection with the Transactions, (iii) the adoption and approval of the amendments to the Acquiror Organizational Documents, (iv) the adoption and approval of the Incentive Equity Plan, (v) the election of directors effective as of the Closing as contemplated by Section 7.06, (vi) the adoption and approval of each other proposal that the SEC (or its staff members) indicates is necessary in its comments to the Proxy Statement or in correspondence related thereto, (vii) the adoption and approval of each other proposal reasonably agreed to by Acquiror and the Company as necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement or the Transaction Agreements, and (viii) the adoption and approval of a proposal for the adjournment of the Special Meeting if additional time is necessary to consummate the Transactions for any reason, provided that the Special Meeting is reconvened as promptly as practical thereafter.

"Acquiror Warrants" means the warrants, each to purchase one Acquiror Class A Ordinary Share at an exercise price of $11.50 per share, subject to adjustment in accordance with the Warrant Agreement.

"Action" means any action, suit, complaint, demand, claim, citation, notice of violation, audit, arbitration or other legal, judicial, regulatory or administrative proceeding (whether at law or in equity) by or before any Governmental Authority. References to "Action" shall include any inquiry or investigation, but, in each case, solely to the extent the Company has Knowledge of such inquiry or investigation.

"Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the ownership of a majority of the voting securities of the applicable Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Affiliate Agreement" means any Contract between the Company or any of its Subsidiaries, on the one hand, and any Affiliate, officer or director of the Company or its Subsidiaries, on the other hand, except in each case, for (i) Contracts for employment or fringe benefits or otherwise for compensation paid to directors, officers, employees and consultants consistent with previously established policies, (ii) Contracts for reimbursement of expenses incurred by directors, officers, employees and consultants in connection with their employment or service, and (iii) Company Benefit Plans and Contracts entered into pursuant to Company Benefit Plans, including, in each case, any Contract disclosed, or that should have been disclosed, on Schedule 3.23.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and any other applicable U.S. and non-U.S. Laws relating to the prevention of corruption or bribery, and (b) the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act ((Pub. L. No. 107-56), and the Bank Secrecy Act (31 U.S.C. §§ 5311-5332), the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, and any other applicable U.S. and non-U.S. Laws related to terrorist financing or money laundering, including financial recordkeeping and reporting requirements mandated by such Laws.

"BIS" means the U.S. Department of Commerce's Bureau of Industry and Security.

"Business Combination" has the meaning ascribed to such term in the Acquiror Organizational Documents.

"Business Combination Proposal" has the meaning set forth in the definition of "Acquiror Shareholder Matters."

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Certificate of Incorporation" means the Certificate of Incorporation of Pubco, as in effect on the date hereof.

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

"Company Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Company.

"Company Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Company.

"Company Common Stock" means the Company Class A Common Stock and Company Class B Common Stock.

"Company Noteholder Amendment" means an amendment in substantially the form attached hereto asExhibit C to be entered into by each Company Noteholder concerning the conversion of Company Notes into Company Class B Common Stock immediately prior to the Effective Time (subject to certain limitations whereby certain Company Notes may remain outstanding and be assumed by Pubco).

"Company Noteholders" means the holders of Company Notes as of immediately prior to the Effective Time.

"Company Notes" means those certain convertible promissory notes issued by the Company pursuant to that certain Convertible Note Purchase Agreement dated February 7, 2022 and that certain Convertible Note Purchase Agreement dated December 6, 2023.

"Company Securityholders" means the Company Stockholders and Company Noteholders, collectively.

"Company Stock Rights" means the options, warrants and other rights to purchase or convert or exchange into Company Common Stock.

"Company Material Adverse Effect" means any change, event, occurrence, effect or circumstance whether known or unknown as of the date hereof, that, individually or in the aggregate, (i) would prevent, delay, impair or materially impede the ability of the Company to consummate the Mergers or (ii) would or reasonably would be expected to have a materially adverse effect on the business, financial condition, results of operations or prospects of the Company and its Subsidiaries (taken as a whole); provided, however, that in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect" on or in respect of the Company and its Subsidiaries under clause (ii) of this definition: (a) any change in Law, regulatory policies, accounting standards or principles (including GAAP) or any guidance relating thereto or interpretation thereof after the date of this Agreement; (b) any change in interest rates or economic, political, business or financial market conditions generally (including any changes in credit, financial, commodities, securities or banking markets); (c) any change affecting any of the industries in which the Company and its Subsidiaries operate or the economy as a whole; (d) any epidemic, pandemic or disease outbreak (including COVID-19), or any Law, directive, guidelines or recommendations issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization, any other Governmental Authority or industry group providing for business closures, "sheltering-in-place," curfews or other restrictions that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including COVID-19), or any change in such Law, directive, guidelines, recommendations or interpretation thereof; (e) the announcement or the execution of this Agreement, the pendency of the Transactions, or the performance of this Agreement, including losses or threatened losses of employees, customers, suppliers, vendors, distributors or others having relationships with the Company and its Subsidiaries resulting therefrom; (f) any action taken or not taken at the written request of Acquiror; (g) any weather conditions, earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, act of God or other force majeure event; (h) any acts of terrorism, sabotage, war, riot, the outbreak or escalation of hostilities, or change in geopolitical conditions; (i) any failure of the Company or its Subsidiaries to meet, with respect to any period or periods, any internal or industry analyst projections, forecasts, estimates or business plans (provided, however, that this clause (i) shall not prevent a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in a Company Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Company Material Adverse Effect)); (j) any action taken by Acquiror, the Insiders or any of their respective Affiliates; or (k) any matter to which Acquiror has consented in writing; except, in the case of clauses (a), (b), (c), (d), (g) or (h) above, if any such change, event or effect has a disproportionate and adverse effect on the Company and its Subsidiaries relative to other similarly situated businesses in the industries in which the Company and its Subsidiaries operate; provided that in determining whether a Company Material Adverse Effect has occurred or would occur, any rights to proceeds from insurance or other third party contribution or indemnification in respect of the event giving rise thereto available to the Company or its Subsidiaries shall be taken into account to the extent that such proceeds have been actually paid, or, with respect to insurance, the carrier has acknowledged that such event gives rise to a covered claim, to the Company or its Subsidiaries.

"Company Stockholders Approval" means the adoption and approval of this Agreement and the Transactions, including without limitation the Acquisition Merger, by the written consent of the Company Stockholders, pursuant to the Company's organizational documents and Section 251 of the DGCL.

"Competition Authorities" means the Antitrust Division of the United States Department of Justice or the United States Federal Trade Commission, as applicable, the Directorate General for Competition of the European Commission, and any other Governmental Authority that enforces Competition Laws in the jurisdictions set forth on Schedule 7.01(a).

"Competition Laws" means the Sherman Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914 and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, abuse of dominance or restraint of trade or lessening competition through merger or acquisition, including all antitrust, competition, merger control and unfair competition Laws.

"Confidentiality Agreement" means the confidentiality agreement, dated as of February 13, 2024, by and between the Company and Acquiror (as amended, modified or supplemented from time to time).

"Consent" means any approval, consent, clearance, waiver, exemption, waiting period expiration or termination, Governmental Order or other authorization issued by or obtained from any Governmental Authority.

"Contracts" means any contract, agreement, license, sublicense, subcontract, lease, sublease, purchase order, note, indenture, mortgage, warrant, loan, instrument, obligation or other commitment, in each case, that is legally binding on the Person in question (including all amendment, supplements and modifications thereto).

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions thereof or any other 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 or any other Law, directive, guidelines or recommendations by any Governmental Authority (including the Centers for Disease Control and Prevention, the World Health Organization or an industry group) in relation to, arising out of, in connection with or in response to an epidemic, pandemic or disease outbreak (including COVID-19), or any change in such Law, directive, guideline, recommendation or interpretation thereof.

"Data Protection Laws" means all applicable Laws pertaining to data protection, data privacy, data security, data breach notification, data localization and cross-border data transfer.

"Dissenting Holder" means holders of Equity Securities who have not voted in favor of the Transactions and perfected and not withdrawn a demand for appraisal rights pursuant to Section 262 of the DGCL (in the case of Dissenting Holders of Company Equity Securities) or Section 238 of the Companies Act (in the case of Dissenting Holders of Acquiror Equity Securities).

"EAR" has the meaning specified in the definition of Trade Control Laws.

"Environmental Laws" means any and all applicable Laws relating to pollution, protection of the environment (including endangered or threatened species or other natural resources) or worker and public health and safety (solely to the extent related to exposure to Hazardous Materials), including those related to the manufacture, generation, use, storage, distribution, transport, importing, labeling, handling, Release, or cleanup of, or exposure of any Person to, Hazardous Materials.

"Equity Securities" means, with respect to any Person, (i) any shares of capital or capital stock, partnership, membership, joint venture or similar interest, or other voting securities of, or other ownership interest in, such Person, (ii) bonds, debentures, notes or other Indebtedness having the right to vote (or convertible or exchangeable into or exercisable for securities having the right to vote) on any matters on which stockholders of the Company, in their capacity as such, would have the right to vote ("Voting Debt"), (iii) any securities of such Person convertible into or exchangeable for shares of capital or capital stock or other voting securities of, or other ownership interests in, such Person, (iv) any warrants, calls, subscriptions, options or other rights (including preemptive rights) to subscribe for, purchase or acquire from such Person, or other obligations of such Person to issue, any shares of capital or capital stock, Voting Debt or other voting securities of, or other ownership interests in, or securities convertible into or exchangeable for shares of capital or capital stock, Voting Debt or other voting securities of, or other ownership interests in, such Person, or (v) any restricted shares, stock appreciation rights, restricted units, performance units, contingent value rights, "phantom" stock or similar securities, profit participation, equity-based awards, or rights issued by or with the approval of such Person that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital or capital stock or other voting securities of, other ownership interests in, such Person or any business, products or assets of such Person.

"ERISA Affiliate" means any Person, trade or business (whether or not incorporated), that, together with the Company or any of their respective Subsidiaries, is (or at the relevant time has been or would be) considered under common control, or treated as a single employer, under or within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA.

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

"Fraud" means with respect to a Party, actual common law fraud with respect to the making of the express representations and warranties by such Party in ARTICLE III or ARTICLE IV, as applicable; provided, however, that such fraud of a Party shall only be deemed to exist if such Party had actual knowledge (and not imputed or constructive knowledge) at the time of making the applicable representations or warranties of a material misrepresentation with respect to the representations and warranties made by such Party in ARTICLE III or ARTICLE IV, as applicable, as qualified by the Schedules, and such material misrepresentation was made with the actual intention of deceiving another Party who is relying on such representation or warranty.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Government Official" means any officer or employee of a Governmental Authority, state-owned entity or public organization, or any person acting in an official capacity for or on behalf of any such Governmental Authority, state-owned entity or public organization.

"Governmental Authority" means any United States or foreign federal, national, state, provincial, municipal or local government or subdivision thereof, any authority, regulatory or administrative agency, commission, department, board, bureau or instrumentality thereof, any quasi-governmental authority, or any court, arbitral body (public or private) or tribunal of competent jurisdiction.

"Governmental Order" means any order, judgment, verdict, subpoena, injunction, decree, writ, ruling, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"Hazardous Material" means any material, substance or waste that is listed, regulated, or otherwise defined as "hazardous," "toxic," or "radioactive," or as a "pollutant" or "contaminant" (or words of similar intent or meaning) under Environmental Laws, including petroleum or any fraction thereof, petroleum by-products, asbestos or asbestos-containing material, polychlorinated biphenyls, per- and polyfluoroalkyl substances, flammable or explosive substances, or pesticides.

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

"Indebtedness" means, with respect to any Person as of any time, and including any accrued and unpaid interest, other payment obligations (including prepayment and redemption premiums or penalties (if any), breakage costs, fees and other costs and expenses associated with repayment), and accrued and unpaid commitment fees thereon, the following obligations (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments (including debt-like instruments) or debt securities, the payment of which such Person is responsible or liable for, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred and unpaid purchase price of property or services (excluding trade accounts payable in the ordinary course of business and any earn-out obligation until such earn-out obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and has not been paid more than 60 days after being due and payable), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all guarantees by such Person of Indebtedness of others (other than by endorsement of negotiable instruments for collection in the ordinary course of business), and (g) all obligations in respect of leases that would be required to be capitalized in accordance with GAAP (expressly excluding the application of ASC 842).

"Insiders" means the holders of Acquiror Class B Ordinary Shares.

"Intellectual Property" means all intellectual property rights anywhere in the world, including all: (i) issued patents, patent applications (including divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues thereof), and intellectual property rights in inventions (whether or not patentable), (ii) trademarks, service marks, trade names and trade dress, slogans, indicia of origin, and all registrations, applications and renewals in connection therewith, (iii) copyrights, any other intellectual property rights in works of authorship, and all registrations and applications in connection therewith, (iv) internet domain names and social media handles, (v) intellectual property rights in software, computer applications, source codes and object codes, and (vi) trade secrets and other intellectual property rights in know-how, technologies, databases, processes, techniques, protocols, methods, formulae, algorithms, layouts, designs, specifications and confidential information.

"Intellectual Property Registrations" means all Intellectual Property that is issued by or registered or applied-for with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain name registrations and copyright registrations, issued and reissued patents, and pending applications for any of the foregoing, in each case, that is included in Owned Intellectual Property.

"Investment Screening Laws" means any applicable U.S. or foreign Laws intended to screen, prohibit or regulate foreign investments on public interest or national security grounds.

"IT Systems" means all software, computer and information technology systems, servers, networks, databases, computer hardware and equipment, information, record keeping, communications, telecommunications, interfaces, platforms, and peripherals that are owned, used or controlled by or for the business of the Company or any of its Subsidiaries.

"ITAR" has the meaning specified in the definition of "Trade Control Laws."

"Law" means any statute, act, code, law (including common law), ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

"Letters of Credit" means any obligation for the reimbursement of an obligor of any letter of credit, banker's acceptance or similar Contract.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, encumbrance, charge, security interest, conditional sale or other title retention agreement, preemptive right, collateral assignment, option, right of first refusal, or other lien of any kind, including the interest of a vendor or a lessor under any conditional sale agreement, capital lease, finance lease or title retention agreement or any financing lease having substantially the same economic effect as any of the foregoing (other than, in the case of a security, any restriction on transfer of such security arising under securities Laws).

"NYSE" means the New York Stock Exchange.

"OFAC" has the meaning specified in the definition of Sanctions Laws.

"Open Source Software" means any (a) software licensed or distributed as free software, open source software, or under similar licensing or distribution models, or (b) software that requires as a condition of use, modification or distribution that such software, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), Copyleft Software, Common Public License, the Artistic License (e.g., PERL), BSD, MIT, the Mozilla Public License, the Netscape Public License, the Sun Community Source License (SCSL), Affero General Public License (AGPL), the Sun Industry Source License (SISL) and the Apache Software License.

"Owned Intellectual Property" means all Intellectual Property that is owned by the Company or its Subsidiaries, individually or jointly with others.

"PCAOB" means the Public Company Accounting Oversight Board.

"Permits" means all permits, licenses, franchises, approvals, consents, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Permitted Liens" means (i) statutory or common law Liens of mechanics, materialmen, warehousemen, landlords, carriers, repairmen, construction contractors and other similar Liens that arise in the ordinary course of business, that relate to amounts not yet delinquent or that are being contested in good faith through appropriate Actions or that may thereafter be paid without penalty to the extent appropriate reserves have been established in accordance with GAAP, (ii) Liens arising under original purchase price conditional sales Contracts (to the extent not concerning real property) and equipment leases with third parties entered into in the ordinary course of business, (iii) Liens for Taxes not yet due and payable or which are being contested in good faith through appropriate Actions and which such contests are set forth on Schedule 1.01(a) for which appropriate reserves have been established on the Financial Statements in accordance with GAAP, (iv) Liens, defects or imperfections on title, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that (A) are matters of record, (B) would be discovered by a current, accurate survey or physical inspection of such real property or (C) do not materially interfere with the present uses of such real property affected thereby, (v) non-exclusive licenses of Intellectual Property granted to customers entered into in the ordinary course of business consistent with past practices, (vi) Liens securing credit facilities existing as of the date of this Agreement, (vii) Liens that secure obligations that are reflected as liabilities in the Financial Statements, (viii) Liens that would not, individually or in the aggregate, have a Company Material Adverse Effect, (ix) leases, subleases and similar agreements with respect to the Leased Real Property or Owned Real Property, as applicable, and (x) Liens described on Schedule 1.01(a).

"Permitted Payments" means each of the following: (i) any payment or transfer expressly required to be made pursuant to this Agreement, (ii) any payment or transfer referred to in Schedule 1.01(b), (iii) any payment or transfer with the prior written consent of Acquiror, (iv) other than payments, transfers to or other transactions with any Stockholder Related Party, any payment to, transfer to or other transaction with, on arm's length terms to a bona fide third party customer, supplier or vendor of the Company in the ordinary course of business consistent with applicable past practice; (v) any payments (including in respect of interest, expense reimbursement, indemnities or otherwise) under the Contracts governing the Company's or any of its Subsidiaries' credit facilities existing as of the date of this Agreement, (vi) payment of any indemnification or insurance to (including payment of any insurance premiums on behalf of) any directors or officers of the Company or its Subsidiaries pursuant to the organizational documents or Contracts in effect as of the date hereof that have been disclosed to Acquiror and the reimbursement of any out-of-pocket expenses incurred by any directors and officers consistent with past practice, (vii) any payment by the Company or its Subsidiaries in respect of salary or other ordinary course compensation, reimbursement or advancement of reasonable expenses, or other benefits due to an individual in his or her capacity as an employee or Service Provider of the Company or its Subsidiaries, in the ordinary course of business consistent with past practice and (viii) any payments between the Company and any of its wholly-owned Subsidiaries.

"Person" means any individual, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind.

"Personal Data" means any data or information relating to an identified natural person (or information that, in combination with other information, could reasonably allow the identification of a natural person), including demographic, health, behavioral, biometric, financial, nonpublic, and geolocation information, IP addresses, employee information, and any other individually identifiable information that is protected under any applicable privacy, data security, or data breach notification Law.

"Pubco Organizational Documents" means the Certificate of Incorporation and bylaws of Pubco, each as amended.

"Pubco Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of Pubco, which Pubco Class A Common Stock is identical to Pubco Class B Common Stock except that Pubco Class A Common Stock has the voting power of twenty five (25) votes per share, whereas Pubco Class B Common Stock has the voting power of one (1) vote per share.

"Pubco Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of Pubco.

"Pubco Common Stock" means the Pubco Class A Common Stock and the Pubco Class B Common Stock.

"Pubco Preferred Stock" means the preferred stock, par value $0.0001 per share, of Pubco, which (i) is convertible into Pubco Class B Common Stock at $10.00 per share (subject to adjustment for stock dividends, splits and similar structural changes), and (ii) contains anti-dilution price protection upon any future equity issuance by Pubco at a lower share price (subject to a minimum floor price as required by NYSE).

"Pubco Warrants" means the warrants, each to purchase one share of Pubco Class B Common Stock at an exercise price of $11.50 per share, subject to adjustment in accordance with the Warrant Agreement as amended.

"Real Property" means, collectively, the Leased Real Property and Owned Real Property, as each is defined in Section 3.19(a).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, abandonment, disposing or other release into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata).

"Representative" means, as to any Person, any of the officers, directors, managers, employees, counsel, accountants, financial advisors, and consultants of such Person.

"Required Acquiror Shareholder Approval" means the approval of the Acquiror Shareholder Matters by the affirmative vote of the holders of the requisite number of Acquiror Ordinary Shares entitled to vote thereon, whether in person or by proxy at the Special Meeting (or any adjournment thereof), in accordance with the Acquiror Organizational Documents and applicable Law.

"Sanctioned Country" means any country or territory that is the subject or target of a comprehensive embargo under Sanctions Laws (currently, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine).

"Sanctioned Person" means any Person that is (or was at the relevant time) (i) the subject or target of Sanctions Laws or Trade Control Laws, (ii) listed on any restricted or prohibited party list under Sanctions Laws or Trade Control Laws, including OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, OFAC's Non-SDN Communist Chinese Military Companies List, BIS' Entity List, BIS' Denied Persons List, BIS' Unverified List, the UN Security Council Consolidated List, UK Consolidated Financial Sanctions List, and the EU Consolidated List; (iii) incorporated, organized, located, or resident in a Sanctioned Country; or (iv) any Person owned or controlled by Person(s) described under clauses (i), (ii) or (iii).

"Sanctions Laws" means economic or trade sanctions Laws administered or enforced by the United States (including by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, and the U.S. Department of Commerce), the United Nations Security Council, the United Kingdom, the European Union and each of its Member States, Canada, Singapore, and Japan.

"Schedules" means the disclosure schedules of the Company and its Subsidiaries or Acquiror and its Subsidiaries (including Pubco and Merger Subs), as applicable.

"SEC" means the United States Securities and Exchange Commission.

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

"Securities Laws" means the securities Laws of any state, federal or foreign Governmental Authority and the rules and regulations promulgated thereunder.

"Service Provider" means any bona fide third-party service provider other than any Stockholder Related Party.

"Stockholder Related Party" means the Company Stockholders and any Affiliate of any Company Stockholder, in each case other than the Company or its Subsidiaries. Notwithstanding anything herein to the contrary, in no event shall Stockholder Related Parties include (or be considered to include): (i) any limited partners or other direct or indirect investors in any investment fund affiliated with, advised or managed by any Company Stockholder or any of their respective Affiliates, or any of the respective Affiliates of any such limited partners or investors or (ii) any director, officer or employee of the Company or its Subsidiaries that is not otherwise affiliated with a Company Stockholder.

"Subsidiary" means, with respect to a Person, any corporation or other organization (including a limited liability company or a partnership), whether incorporated or unincorporated, of which such Person directly or indirectly owns or controls a majority of the Equity Securities having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such Person or any of its Subsidiaries is, directly or indirectly, a general partner or managing member.

"Tax" means (a) any federal, state, provincial, territorial, local, foreign and other net income tax, alternative or add-on minimum tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment related tax (including employee withholding or employer payroll tax) ad valorem, transfer, franchise, license, excise, severance, stamp, occupation, premium, personal property, real property, escheat or unclaimed property, capital stock, profits, disability, registration, value added, estimated, customs duties, and sales or use tax, or other tax or like assessment or charge, in each case imposed by any Governmental Authority, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto (or in lieu thereof) by a Governmental Authority; (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, combined, consolidated, unitary or similar group for any period; and (c) any liability for the payment of any amounts of the type described in clause (a) or (b) as a result of the operation of Law or any express or implied obligation to indemnify any other Person.

"Tax Return" means any return, report, statement, refund, claim, declaration, information return, statement, estimate or other document filed or required to be filed with a Governmental Authority in respect of Taxes, including any schedule or attachment thereto and including any amendments thereof.

"Trade Control Laws" means (a) all U.S. and non-U.S. Laws relating to customs or import Laws, export control and trade Laws, including the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), the customs and import Laws administered by U.S. Customs and Border Protection, the EU Dual Use Regulation, UK Export Control Act 2002, and UK Export Control Order 2008, SI 2008/3231; (b) Laws relating to information technology and communication supply chain (including U.S. Executive Order 13873); and (c) U.S. Antiboycott Laws.

"Transaction Agreements" means this Agreement, the Lockup Agreement, the Insider Support Agreement, the Subscription Agreements, the A&R Registration Rights Agreement, the Company Stockholders Support Agreement, the Company Noteholder Amendment, and the Confidentiality Agreement and all the agreements, documents, instruments and certificates entered into in connection herewith or therewith and any and all exhibits and schedules thereto.

"Transactions" means the transactions contemplated by this Agreement, including the Reorganization Merger and the Acquisition Merger.

"Treasury Regulations" means the regulations promulgated under the Code.

"Warrant Agreement" means the Warrant Agreement, dated as of December 14, 2021, by and between Acquiror and Continental Stock Transfer & Trust Company, as warrant agent.

"Willful Breach" means, with respect to a Party, a material breach of a representation, warranty, covenant or agreement set forth in this Agreement, as applicable, that is the consequence of a willful and intentional act or omission by such Party with the actual knowledge such Party that such act or omission would result in such a material breach.

Section 1.02 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 terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (iv) the terms "Article", "Section", "Schedule", "Exhibit" and "Annex" refer to the specified Article, Section, Schedule, Exhibit or Annex of or to this Agreement unless otherwise specified, (v) the word "including" shall mean "including without limitation," (vi) the word "or" shall be disjunctive but not exclusive and have the meaning represented by the term "and/or", and (vii) the phrase "to the extent" means the degree to which a subject matter or other thing extends, and such phrase shall not mean simply "if".

(b) Unless the context of this Agreement otherwise requires, references to Contracts shall be deemed to include all subsequent amendments and other modifications thereto (subject to any restrictions on amendments or modifications set forth in this Agreement).

(c) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to Laws shall be construed as including all Laws consolidating, amending or replacing the Law.

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

(e) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. 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.

(f) The phrases "provided to Acquiror" or "provided to the Company", "delivered to Acquiror" or "delivered to the Company", "furnished to Acquiror" or "furnished to the Company", or "made available to Acquiror" or "made available to the Company", as applicable, and phrases of similar import when used herein, unless the context otherwise requires, means that a copy of the information or material referred to has been delivered to such Party or its legal counsel via electronic mail or hard copy form, or, as applicable, made available to Acquiror no later than 5:00 p.m. on the day prior to the date of this Agreement in the virtual "data room" that has been set up by the Company in connection with the Transactions..

(g) References to "$" or "dollar" or "US$" shall be references to Untied States dollars.

(h) all references to "or" shall be construed in the inclusive sense of "and/or."

Section 1.03 Equitable Adjustments. Without limiting anything contained in this Agreement (including Section 5.01), if, between the date of this Agreement and the Closing (as defined below), the outstanding shares of Company Common Stock or Acquiror Ordinary Shares or Pubco Common Stock shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, reorganization, recapitalization, split or combination or exchange of shares, then any number or amount contained herein which is based upon the number of shares of Company Common Stock or Acquiror Ordinary Shares or Pubco Common Stock, as applicable, will be appropriately adjusted to provide to the holders of Company Common Stock or the holders of Acquiror Ordinary Shares or Pubco Common Stock, as applicable, the same economic effect as contemplated by this Agreement prior to such event; provided that, for the avoidance of doubt, this Section 1.03 shall not be construed to permit Acquiror, the Company or the Merger Subs to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

Section 1.04 Knowledge. As used herein, (i) the phrase "to the Knowledge of" or "the Knowledge of" the Company shall mean the knowledge of the individuals identified on Schedule1.04(a) and (ii) the phrase "to the Knowledge" or "the Knowledge of" of Acquiror shall mean the knowledge of the individuals identified on Schedule 1.04(b), in each case, as such individuals would have actually acquired in the exercise of a reasonable inquiry of his, her or their direct reports.

ARTICLE II.
THE MERGERS; CLOSING; ACQUISITION MERGER CONSIDERATION

Section 2.01 The Mergers.

(a) At the Reorganization Effective Time (as defined below), on the terms and subject to the conditions set forth herein and in accordance with the applicable provisions of the Companies Act and the DGCL, Merger Sub 1 shall be merged with and into Acquiror, following which the separate corporate existence of Merger Sub 1 shall cease and Acquiror shall continue as the Surviving Reorganization Corporation after the Reorganization Merger and as a direct, wholly-owned subsidiary of Pubco (provided that references to the Acquiror for periods after the Reorganization Effective Time shall include the Surviving Reorganization Corporation).

(b) At the Acquisition Effective Time (as defined below), on the terms and subject to the conditions set forth herein and in accordance with the applicable provisions of the DGCL, Merger Sub 2 shall be merged with and into the Company, following which the separate corporate existence of Merger Sub 2 shall cease and the Company shall continue as the Surviving Acquisition Corporationand as a direct, wholly-owned subsidiary of Pubco (provided that references to the Company for periods after the Acquisition Effective Time shall include the Surviving Acquisition Corporation).

Section 2.02 Effective Times.

(a) On the terms and subject to the conditions set forth herein, at the Closing, Acquiror and Merger Sub 1 shall cause the Reorganization Merger to be consummated by filing a certificate of merger in the form to be agreed by the Parties pursuant to Section 7.01(a) (the "Reorganization Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL and filing a plan of merger with the Registrar of Companies of the Cayman Islands in accordance with the applicable provisions of the Companies Act, and the time of the later of such filings, or such later time as may be agreed in writing by the Company and Acquiror and specified in the Reorganization Certificate of Merger, will be the effective time of and constitute the consummation of the Reorganization Merger (the "Reorganization Effective Time").

(b) On the terms and subject to the conditions set forth herein, at the Closing, immediately following the consummation of the Reorganization Merger, the Company and Merger Sub 2 shall cause the Acquisition Merger to be consummated by filing a certificate of merger in the form to be agreed by the Parties pursuant to Section 7.01(a) (the "Acquisition Certificate of Merger" and, together with the Reorganization Certificate of Merger, the "Certificates of Merger") with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL, and the time of such filing, or such later time as may be agreed in writing by the Company and Acquiror and specified in the Acquisition Certificate of Merger, will be the effective time of and constitute the consummation of the Acquisition Merger (the "Acquisition Effective Time" and together with the Reorganization Effective Time, the "Effective Time").

Section 2.03 Effects of the Mergers.

(a) The effect of the Reorganization Merger shall be as provided in this Agreement, the Reorganization Certificate of Merger and the applicable provisions of the Companies Act and DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Reorganization Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of Acquiror and Merger Sub 1 shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Surviving Reorganization Corporation.

(b) The effect of the Acquisition Merger shall be as provided in this Agreement, the Acquisition Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Acquisition Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of Merger Sub 2 and the Company shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Surviving Acquisition Corporation.

Section 2.04 Governing Documents.

(a) As of the Reorganization Effective Time, the certificate of incorporation and bylaws of the Surviving Reorganization Corporation shall be the certificate of incorporation and bylaws of Merger Sub 1 as in effect immediately prior to the Reorganization Effective Time.

(b) As of the Acquisition Effective Time, the certificate of incorporation and bylaws of the Surviving Acquisition Corporation shall be the certificate of incorporation and bylaws of Merger Sub 2 as in effect immediately prior to the Acquisition Effective Time.

Section 2.05 Directors and Officers.

(a) Immediately after the Reorganization Effective Time, (a) the individuals who constituted the board of directors of Merger Sub 1 as of immediately prior to the Reorganization Effective Time shall constitute the board of directors of the Surviving Reorganization Corporation and (b) the officers of Merger Sub 1 as of immediately prior to the Acquisition Effective Time shall be the officers of the Surviving Reorganization Corporation.

(b) Immediately after the Acquisition Effective Time, (a) the individuals who constituted the board of directors of the Company as of immediately prior to the Acquisition Effective Time shall constitute the board of directors of the Surviving Acquisition Corporation and (b) the officers of the Company as of immediately prior to the Acquisition Effective Time shall be the officers of the Surviving Acquisition Corporation.

Section 2.06 Further Assurances.

(a) If, at any time after the Reorganization Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Reorganization Corporation following the Reorganization Merger with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Acquiror and Merger Sub 1, the applicable directors and officers Pubco, Acquiror and Merger Sub 1 (or their designees) are fully authorized in the name of their respective corporations or otherwise to take, and shall take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

(b) If, at any time after the Acquisition Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Acquisition Corporation following the Acquisition Merger with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub 2, the applicable directors and officers of Pubco, the Company and Merger Sub 2 (or their designees) are fully authorized in the name of their respective corporations or otherwise to take, and shall take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

Section 2.07 Effects on Securities.

(a) On the terms and subject to the conditions set forth herein, at the Reorganization Effective Time, by virtue of the Reorganization Merger and without any further action on the part of any Party or any other Person, the following shall occur:

(i) Each Acquiror Class A Ordinary Share and Acquiror Class B Ordinary Share issued and outstanding immediately prior to the Reorganization Effective Time (other than Reorganization Excluded Shares and shares owned by Dissenting Holders) will be automatically converted into the right to receive one share of Pubco Class B Common Stock. Each Acquiror Warrant will be automatically converted into the right to receive one Pubco Warrant.

(ii) All of the issued and outstanding shares of common stock of Merger Sub 1 shall be converted into and become 100 validly issued, fully paid and non-assessable shares of common stock, par value $0.01 per share, of the Surviving Reorganization Corporation, which shall constitute 100% of the outstanding Equity Securities of the Surviving Reorganization Corporation as of immediately following the Reorganization Effective Time.

(iii) All Equity Securities of Acquiror held in the Acquiror's treasury or owned by Acquiror immediately prior to the Reorganization Effective Time ("Reorganization Excluded Shares") shall be automatically cancelled and extinguished, and no consideration shall be paid or payable with respect thereto.

(iv) The 100 shares of Pubco Class A Common Stock held by Acquiror as of immediately prior to the Reorganization Effective Time shall be forfeited by the Surviving Reorganization Corporation for no consideration.

(b) On the terms and subject to the conditions set forth herein, at the Acquisition Effective Time, by virtue of the Acquisition Merger and without any further action on the part of any Party or any other Person, the following shall occur:

(i) All of the Company Common Stock issued and outstanding immediately prior to the Acquisition Effective Time (other than Acquisition Excluded Shares and shares owned by Dissenting Holders) will be automatically cancelled and extinguished and collectively converted into the right to receive the portion of the Acquisition Merger Consideration (as defined below) pursuant to Section 2.08(b) to be issued to Company Stockholders. All Company Stock Rights will be automatically cancelled and extinguished, and no consideration shall be paid or payable with respect thereto.

(ii) The issued and outstanding shares of common stock of Merger Sub 2 shall be converted into and become 100 validly issued, fully paid and non-assessable shares of common stock, par value $0.01 per share, of the Surviving Acquisition Corporation, which shall constitute 100% of the outstanding Equity Securities of the Surviving Acquisition Corporation as of immediately following the Acquisition Effective Time.

(iii) All shares of Company Common Stock held in the Company's treasury or owned by Acquiror immediately prior to the Acquisition Effective Time ("Acquisition Excluded Shares") shall be automatically cancelled and extinguished, and no consideration shall be paid or payable with respect thereto.

Section 2.08 Closing; Acquisition Merger Consideration.

(a) Subject to the terms and conditions set forth in this Agreement, the consummation of the Mergers (the "Closing") shall take place at the offices of Graubard Miller, 405 Lexington Avenue, 44 th Floor, New York, New York 10174, or electronically by the mutual exchange of electronic signatures (including portable document format ("pdf")) on the date that is two (2) Business Days following the date on which all conditions set forth in ARTICLE VIII have been satisfied or waived (other than those conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other place, time or date as Acquiror and the Company may mutually agree in writing. The date on which the Closing occurs is referred to herein as the "Closing Date."

(b) At the Closing and simultaneously with the Acquisition Effective Time, Pubco shall issue and deliver to the Company Stockholders (i) an aggregate of 6,535,014 shares of Pubco Class A Common Stock in respect of the issued and outstanding shares of Company Class A Common Stock held by the Company Stockholders and Company Noteholders as of immediately prior to the Acquisition Effective Time (which shall for the avoidance of doubt take into account the conversions of the Company Notes pursuant to the Company Noteholder Amendment), (ii) an aggregate of 5,964,986 shares of Pubco Class B Common Stock in respect of the issued and outstanding shares of Company Class B Common Stock held by the Company Stockholders and Company Noteholders as of immediately prior to the Acquisition Effective Time (which shall for the avoidance of doubt take into account the conversions of the Company Notes pursuant to the Company Noteholder Amendment) and (iii) an aggregate of 1,000,000 shares of Pubco Preferred Stock allocated among the Company Stockholders and Company Noteholders as set forth in Schedule2.08(b) (which shall for the avoidance of doubt be prepared taking account of the conversions of the Company Notes pursuant to the Company Noteholder Amendment), which such shares of Pubco Class A Common Stock, Pubco Class B Common Stock and Pubco Preferred Stock shall be newly and validly issued, credited as fully paid and be free and clear of any Liens (other than generally applicable transfer restrictions under applicable securities Laws, and the restrictions under the Lockup Agreement), (the "Acquisition Merger Consideration"). Notwithstanding the foregoing, any Acquisition Merger Consideration attributable to Dissenting Holders shall not be issued and shall not be included in the aggregate Acquisition Merger Consideration amounts.The Acquisition Merger Consideration so issued will be delivered in book entry form.

Section 2.09 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, the Acquiror, Pubco, the Merger Subs, the Company, the Surviving Reorganization Corporation, the Surviving Acquisition Corporation and their respective Affiliates shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement, any amount required to be deducted and withheld with respect to the making of such payment under applicable Law; provided that, except in the case of any deduction or withholding required with respect to any compensatory payments or as a result of the Company's failure to deliver the certificates as described Section 5.05, the Person intending to withhold shall use commercially reasonable efforts to provide notice of any withholding required to be made at least three (3) days prior to the Closing Date. To the extent that amounts are so withheld and paid over to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.10 Dissenters' Rights. No Dissenting Holder shall be entitled to receive shares of Pubco Class B Common Stock or any other distributions pursuant to the provisions of this Article II unless and until the holder thereof shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Transactions, and any Dissenting Holder shall be entitled only to such rights as are granted by Section 262 of the DGCL or Section 238 of the Companies Act, as applicable, with respect to Equity Securities owned by such Dissenting Holder. If any Person who otherwise would be deemed a Dissenting Holder shall have failed to properly perfect or shall have effectively withdrawn or lost the right to dissent under Section 262 of the DGCL or Section 238 of the Companies Act, as applicable, or if a court of competent jurisdiction shall finally determine that the Dissenting Holder is not entitled to relief provided by Section 262 of the DGCL or Section 238 of the Companies Act, as applicable, with respect to any Equity Securities, such Equity Securities shall thereupon be converted into the right to receive the Pubco Class Common Stock in accordance with Section 2.07(a) or (b), as applicable, without interest and less any required Tax withholding, upon surrender of the certificates representing such Equity Securities, as applicable, in accordance with this Agreement. Each of Acquiror and the Company shall give the other (i) prompt written notice of any written demands for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law received by it relating to stockholders' rights of appraisal, and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal. Neither Acquiror nor the Company, except with the prior written consent of the other, voluntarily make any payment with respect to any demands for appraisal, offer to settle or settle any such demands or approve any withdrawal of any such demands.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Schedules to this Agreement, the Company represents and warrants to Acquiror, Pubco and the Merger Subs as of the date of this Agreement and as of the Closing Date as follows:

Section 3.01 Corporate Organization of the Company. The Company has been duly incorporated, is validly existing as a corporation and is in good standing under the Laws of the State of Delaware and has the corporate power and authority to own, operate and lease its properties, rights and assets and to conduct its business as it is now being conducted. The Company has made available to Acquiror true and correct copies of its certificate of incorporation and bylaws as in effect as of the date hereof. The Company is duly licensed, registered or qualified and in good standing (or the equivalent thereof) as a foreign entity in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed, registered or qualified, except where failure to be so licensed, registered or qualified would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.02 Subsidiaries. The Subsidiaries of the Company, together with details of their respective jurisdiction of incorporation or organization, are set forth on Schedule3.02. The Subsidiaries of the Company have been duly formed or organized, are validly existing under the laws of their jurisdiction of incorporation or organization and have the power and authority to own, operate and lease their respective properties, rights and assets and to conduct their business as it is now being conducted, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each Subsidiary of the Company is duly licensed, registered or qualified and in good standing (or the equivalent thereof) as a foreign entity in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be in good standing or so licensed, registered or qualified, except where the failure to be in good standing or so licensed, registered or qualified would not have, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.03 Due Authorization. The Company has the requisite corporate power and authority to execute and deliver this Agreement and each other Transaction Agreement to which it is or will be a party and (subject to the approvals described in Section 3.05) to perform all obligations to be performed by it hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the board of directors of the Company, and no other corporate proceeding on the part of the Company is necessary to authorize this Agreement or any other Transaction Agreements or the Company's performance hereunder or thereunder, other than the Company Stockholder Approval. This Agreement has been, and each such other Transaction Agreement to which the Company is a party (when executed and delivered by the Company) will be, duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by each other party hereto and thereto, this Agreement constitutes, and each such other Transaction Agreement will constitute, a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (x) obtaining the Company Stockholder Approval and (y) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting or relating to creditors' rights generally and subject, as to enforceability, to general principles of equity, whether such enforceability is considered in a proceeding in equity or at Law (the "Enforceability Exceptions"). The minute books of each of the Company and its Subsidiaries contain true, complete and accurate records of all meetings and consents in lieu of meetings of such Person's board of directors (and any committees thereof), similar governing bodies and holders of Equity Securities. Copies of such records of each of the Company and its Subsidiaries have been heretofore made available to the Company or its counsel.

Section 3.04 No Conflict. Subject to the receipt of the consents, approvals, authorizations and the other requirements set forth inSection 3.05 and on Schedule3.04, and subject to obtaining the Company Stockholder Approval, the execution, delivery and performance by the Company of this Agreement and the Transaction Agreements to which it is or will be a party and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not, (a) contravene or conflict with the certificate of incorporation or bylaws of the Company or its Subsidiaries, (b) contravene or conflict with or constitute a violation of any provision of any Law, Permit or Governmental Order binding upon or applicable to the Company or any of its Subsidiaries or any of their respective assets or properties, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Specified Contract or (d) result in the creation or imposition of any Lien on any asset, property or Equity Security of the Company or any of its Subsidiaries (other than any Permitted Liens) or result in a violation of, a termination (or right of termination) or cancellation of, or default under, or the creation or acceleration of any obligation or the loss or reduction of a benefit under, any provision of, any Specified Contract, except in the case of each of clauses (b) through (d) for such violations, contraventions, conflicts, creations, impositions, violations, terminations, breaches or defaults which would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.05 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Acquiror Parties contained in this Agreement, no action by, consent, approval, permit or authorization of, or designation, declaration or filing with, any Governmental Authority or notice, approval, consent waiver or authorization from any Governmental Authority is required on the part of the Company with respect to the execution, delivery and performance of this Agreement and the Transaction Agreements by the Company to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, except for (i) obtaining the consents of, or submitting notifications, filings, notices or other submissions to, the Governmental Authorities listed on Schedule3.05, (ii) the filing with the SEC of (A) the Registration Statement (and the effectiveness thereof) and (B) such reports under Section 13(a) or 15(d) of the Exchange Act as may be required in connection with this Agreement, the Transaction Agreements or the transactions contemplated hereby or thereby, (iii) the filing of the Certificates of Merger in accordance with the DGCL and (iv) any actions, consents, approvals, permits or authorizations, the absence of which would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 3.06 Capitalization.

(a) The authorized capital stock of the Company is set forth onSchedule3.06(a). All of the issued and outstanding Equity Securities of the Company are set forth on Schedule3.06(a), all of which are held by the Company Stockholders. The Equity Securities of the Company are free and clear of all Liens (other than Permitted Liens) and have not been issued in violation of any Contract, preemptive or similar rights or applicable Law. The issued and outstanding Equity Securities of the Company have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth on Schedule3.06(a), there are no Equity Securities of the Company issued and outstanding.

(b) There are no outstanding or authorized contingent value rights, equity appreciation, phantom stock, profit participation or similar rights with respect to the Equity Securities of, or other equity or voting interest in, the Company. No Person is entitled to any preemptive or similar rights to subscribe for Equity Securities of the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any Equity Securities of the Company. There are no outstanding bonds, debentures, notes or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company's stockholders may vote.

(c) Except as set forth onSchedule3.06(c), (i) there are no declared but unpaid dividends or distributions in respect of any Equity Securities of the Company and (ii) since December 31, 2021 through the date of this Agreement, the Company has not made, declared, set aside, established a record date for or paid any dividends or distributions.

(d) The Company is not the subject of any bankruptcy, dissolution, liquidation or similar legal proceedings.

Section 3.07 Capitalization of Subsidiaries.

(a) The issued and outstanding Equity Securities of each of the Company's Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable. All of the issued and outstanding Equity Securities of each Subsidiary of the Company are owned as set forth on Schedule3.02, free and clear of any Liens (other than the restrictions under applicable Securities Laws, the terms of the Governing Documents of such Subsidiary, and Permitted Liens), and have not been issued in violation of preemptive or similar rights.

(b) There are no outstanding or authorized equity appreciation, phantom stock, profit participation or similar rights with respect to the Equity Securities of, or other equity or voting interest in, any Subsidiary of the Company. No Person is entitled to any preemptive or similar rights to subscribe for Equity Securities of any Subsidiary of the Company. Except for Equity Securities in any direct or indirect wholly-owned Subsidiary of the Company, neither the Company nor any of its Subsidiaries owns any Equity Securities in any Person (other than publicly traded securities held for cash management purposes). There are no outstanding contractual obligations of any Subsidiary of the Company to repurchase, redeem or otherwise acquire any Equity Securities of any Subsidiary of Company. There are no outstanding bonds, debentures, notes or other Indebtedness of any Subsidiary of the company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which such Subsidiaries' stockholders may vote.

(c) Except as set forth on Schedule 3.07(c), neither the Company nor any of its Subsidiaries owns any Equity Securities in any Person.

Section 3.08 Financial Statements.

(a) Attached as Schedule 3.08 hereto are copies of the audited consolidated balance sheets of the Company and its Subsidiaries as at December 31, 2023 and 2022, and the related audited consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for the years then ended, together with the auditor's reports thereon (the "Financial Statements").

(b) The Financial Statements present fairly, in all material respects, the consolidated financial position, cash flows, income, changes in equity and results of operations of the Company and its Subsidiaries as of the dates and for the periods indicated in such Financial Statements in conformity with GAAP during the periods involved (except as otherwise indicated in such statements) and were derived from, the books and records of the Company and its Subsidiaries.

(c) The Company and its Subsidiaries have established and maintain systems of internal accounting controls that are designed to provide, in all material respects, reasonable assurance that (i) all transactions are executed in accordance with management's authorization and (ii) all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with GAAP and to maintain accountability for the Company's and its Subsidiaries' assets. The Company has engaged an auditing firm that has at all required times since the date of enactment of the Sarbanes-Oxley Act been (x) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act), (y) "independent" with respect to the Company and each of its Subsidiaries within the meaning of Regulation S-X under the Exchange Act, and (z) in compliance with subsections (g) through (l) of Section 11A of the Exchange Act and the rules and regulations promulgated by the SEC and the Public Company Accounting Oversight Board thereunder.

Section 3.09 Financial Projections. The financial projections with respect to the Company that were delivered by or on behalf of the Company to Acquiror, including any statement with respect to projected revenues, costs, expenses, and profits, a copy of which are attached as Schedule 3.09, were prepared by the Company in good faith based on assumptions for projections of such kind that the Company believes in good faith to reasonable and appropriate.

Section 3.10 Absence of Certain Changes. Except as set forth on Schedule 3.10, since December 31, 2023 through the date of this Agreement, (a) except as expressly contemplated by this Agreement, the other Transaction Agreements or in connection with the transactions contemplated hereby or thereby, the Company and its Subsidiaries have conducted their businesses in all material respects in the ordinary course of business consistent with past practices, (b) there has not been any event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, and (c) neither the Company nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement without Acquiror's consent, would constitute a violation of Section 5.01.

Section 3.11 Undisclosed Liabilities. As of the date of this Agreement, neither the Company nor any of its Subsidiaries has any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature required to be reflected or reserved for on a balance sheet prepared in accordance with GAAP, except for liabilities or obligations (a) reflected or reserved for in the Financial Statements or disclosed in any notes thereto, (b) that have arisen since December 31, 2023 in the ordinary course of business of the Company and its Subsidiaries, (c) incurred or arising under or in connection with the Transactions, including expenses related thereto, (d) disclosed in the Schedules, (e) under any Contract to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries may be bound, or (f) that do not exceed $500,000 in the aggregate.

Section 3.12 Litigation and Proceedings. Except as set forth on Schedule 3.12, as of the date hereof, there are no, and since December 31, 2020, there have been no, pending or, to the Knowledge of the Company, threatened (in writing) Actions by or against the Company or any of its Subsidiaries that, if adversely decided or resolved, would have, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There is no Governmental Order imposed upon the Company or any of its Subsidiaries, except as would not have, or would not reasonably be expected to have, a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries is party to a settlement or similar agreement regarding any of the matters set forth in the two preceding sentences that contains any ongoing obligations, restrictions or liabilities or obligations, that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company or any of its Subsidiaries to enter into and perform its obligations under this Agreement.

Section 3.13 Compliance with Laws. The Company and its Subsidiaries are, and since December 31, 2020, have been, in compliance with all applicable Laws, except where the failure to be, or to have been, in compliance with such Laws, individually or in the aggregate, would not have a Company Material Adverse Effect. None of the Company or its Subsidiaries has received any written notice from any Governmental Authority of a violation of any applicable Law at any time since December 31, 2020, except for any such violation which has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company and its Subsidiaries hold, and since December 31, 2020, have held, all Permits necessary for the lawful conduct of the business of the Company, except for such Permits where the failure to so hold has not had, and would not reasonably be expect to have, individually or in the aggregate, a Company Material Adverse Effect (the "Company Permits"). The Company and its Subsidiaries are, and since December 31, 2020, have been, in compliance with and not in default under such Company Permits, in each case except for such noncompliance that would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.14 Contracts; No Defaults.

(a) Schedule 3.14(a) contains a true, correct and complete list of all Contracts described in clauses (i) through (xiii) of this Section 3.14(a) to which, as of the date of this Agreement, the Company or any of its Subsidiaries is a party other than Company Benefit Plans and Real Property Leases (all such Contracts as described in clauses (i) through (xiii), collectively, the "Specified Contracts").

(i) Each Contract with a Top Customer or Top Supplier;

(ii) Each Contract, other than a customer Contract, that involves aggregate payments or consideration furnished (x) by the Company or by any of its Subsidiaries of more than $250,000 or (y) to the Company or to any of its Subsidiaries of more than $250,000, in each case, in the calendar year ended December 31, 2020 or any subsequent calendar year;

(iii) (x) Each Contract relating to Indebtedness having an outstanding principal amount, together with any undrawn commitments to fund Indebtedness under such Contract, in excess of $100,000 and (y) each outstanding Letter of Credit with commitments in excess of $250,000;

(iv) Each Contract that is a purchase and sale or similar agreement for the acquisition of any Person or any business unit thereof, in each case, involving payments in excess of $150,000 and with respect to which there are any material ongoing obligations;

(v) Each joint venture, partnership or similar Contract (other than Contracts between wholly-owned Subsidiaries of the Company) that is material to the Company and its Subsidiaries, taken as a whole;

(vi) Each license, sublicense, or other agreement under which the Company or any of its Subsidiaries (x) is a licensee with respect to any item of material Intellectual Property (excluding (A) click-wrap and shrink-wrap licenses and (B) off-the-shelf software licenses and other licenses of software that is commercially available to the public generally, with one-time or annual aggregate fees of less than $100,000) or (y) is a licensor or otherwise grants to a third party any rights to use any item of material Intellectual Property, other than non-exclusive licenses or sublicenses granted to customers in the ordinary course of business;

(vii) Each collective bargaining agreement or other Contract with any labor union, labor organization or works council (each a "CBA");

(viii) Each employment or service agreement or similar Contract with any current director, employee or individual independent contractor of the Company or any of its Subsidiaries with an annual base salary or fee in excess of $120,000;

(ix) Each Contract with any current or former employee, director or other service provider of the Company or any of its Subsidiaries that provides for change in control or transaction-based payments and/or benefits and triggered by the Mergers;

(x) Each Contract which grants any Person a right of first refusal, right of first offer or similar right with respect to any material properties, assets or businesses of the Company and its Subsidiaries, taken as a whole;

(xi) Each Contract containing covenants of the Company or any of its Subsidiaries, (A) prohibiting or limiting the right of the Company or any of its Subsidiaries to engage in or compete with any Person in any line of business or (B) prohibiting or restricting the Company's and its Subsidiaries' ability to conduct their business with any Person in any geographic area, in each case, that currently has or would reasonably be expected to have a material and adverse effect on the business, as currently operated, of the Company and its Subsidiaries, taken as a whole, in each case other than, for the avoidance of doubt, customary non-solicitation and no-hire provisions entered into in the ordinary course of business;

(xii) Each Contract that grants to any third Person any "most favored nation rights";

(xiii) Each Contract that is a settlement, conciliation or similar agreement with any Governmental Authority pursuant to which the Company or any of its Subsidiaries will have any material outstanding obligation after the date of this Agreement;

(xiv) Each Contract entered into primarily for the purpose of interest rate or foreign currency hedging;

(xv) Each Affiliate Agreement; and

(xvi) Each Contract that relates to the acquisition or disposition of any Equity Securities in, or assets or properties of, the Company or any of its Subsidiaries (whether by merger, sale of stock, sale of assets or otherwise) pursuant to which (A) any deferred or contingent payment obligations by or to the Company or any of its Subsidiaries remain outstanding or (B) any indemnification payment obligations remain outstanding (excluding acquisitions or dispositions in the ordinary course of business consistent with past practice or of assets that are obsolete, worn out, surplus or no longer used in the conduct of the Company's business).

(b) The Company has made available to Acquiror complete and accurate copies of each Specified Contract as in effect as of the date of this Agreement and, to the Knowledge of the Company, no service order, statement of work, or other agreement not provided to Acquiror modifies any material terms of the applicable Specified Contract. Except for any Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date or as would not have, individually or in the aggregate, a Company Material Adverse Effect, each Specified Contract is (i) in full force and effect and (ii) represents the legal, valid and binding obligations of the Company or one or more of its Subsidiaries party thereto and, to the Knowledge of the Company, represents the legal, valid and binding obligations of the other parties thereto, in each case, subject to the Enforceability Exceptions. Except, in each case, where the occurrence of such breach or default or failure to perform would not have, individually or in the aggregate, a Company Material Adverse Effect, (A) the Company and its Subsidiaries have performed in all respects all respective obligations required to be performed by them to date under such Specified Contracts, and (B) none of the Company, any of its Subsidiaries or, to the Knowledge of the Company, any other party thereto is in breach of or default of any Specified Contract and during the last 12 months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Specified Contract.

Section 3.15 Company Benefit Plans.

(a) Schedule 3.15(a) sets forth a true, correct, and complete list of each material Company Benefit Plan, other than offer letters that do not provide severance benefits or a notice period in excess of thirty (30) days upon termination of the employment relationship, and, with respect to each Company Benefit Plan that is subject to the Laws of a jurisdiction other than the United States (whether or not United States Law also applies) or primarily for the benefit of current or former employees, directors or other service providers of the Company or its Subsidiaries who reside or work primarily outside of the United States (each, a "Foreign Plan"), separately identifies each such Foreign Plan. For purposes of this Agreement, the term "Company Benefit Plan" means each "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and each equity ownership, equity purchase, equity option, phantom equity, equity or other equity-based award, severance, separation, employment, individual consulting, retention, change-in-control, transaction bonus, fringe benefit, collective bargaining, bonus, incentive, compensation, deferred compensation, employee loan, health, welfare and each other benefit or compensation plan, agreements, programs, policies, practices, Contract or other arrangement, in each case, whether or not subject to ERISA, whether written or unwritten, (i) which is contributed to, required to be contributed to, sponsored by or maintained by, in each case, the Company or any of its respective Subsidiaries for the benefit of any current or former employees, officers, directors, consultants or independent contractors of the Company or any of its respective Subsidiaries, (ii) under which any current or former employee, officer, director, consultant or independent contractor of the Company or any of its respective Subsidiaries has any present or future right to benefits, or (iii) under or with respect to the Company or any of its respective Subsidiaries has any liability, contingent or otherwise.

(b) With respect to each material Company Benefit Plan, the Company has provided or made available to Acquiror true, complete and correct copies of, to the extent applicable: (i) each Company Benefit Plan and all amendments thereto (or, if not written a written summary of its terms) and any trust agreement, insurance contracts or other funding instrument or vehicles and amendments thereto relating to such plan, (ii) the most recent summary plan description and summary material modifications, (iii) the most recent annual report on Form 5500 and all attachments thereto, (iv) the most recent actuarial valuation and audited financial statements, (v) the most recent determination, advisory or opinion letter issued by the Internal Revenue Service, and (vi) any material non-routine correspondence with any Governmental Authority.

(c) Except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) Each Company Benefit Plan has been established, maintained, funded and administered, in each case, in accordance, in all material respects, with its terms and in compliance, in all material respects, with all applicable Laws, including ERISA and the Code, and all contributions, premiums or other payments and/or amounts that are required to be made or due with respect to any Company Benefit Plan have been timely made or, if not yet due, properly accrued and reflected in the Company's or one of its Subsidiaries' (as applicable) financial statements to the extent required by GAAP.

(ii) Each Company Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and (A) has received a favorable determination or opinion letter as to its qualification prior to the date of this Agreement or (B) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, and, in either case, nothing has occurred, whether by action or failure to act or otherwise, that could reasonably be expected to adversely affect such qualification or result in the loss of such qualification.

(iii) (A) No event has occurred and no condition exists that would subject the Company or any of their respective Subsidiaries, either directly or by reason of their affiliation with any ERISA Affiliate, to any material Tax, fine, Lien, penalty or other liability imposed by ERISA, the Code or other applicable Law, (B) there do not exist any pending or, to the Company's knowledge, threatened Actions (other than routine claims for benefits) or other actions, suits, audits, arbitration or legal, judicial or administrative proceeding (whether in law or in equity), or investigations with respect to any Company Benefit Plan and, to the Knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such Actions, or other actions, suits, audits, arbitration or legal, judicial or administrative proceeding (whether in law or in equity), or investigations, and (C) there have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA with respect to any Company Benefit Plan.

(d) Neither the Company nor any of its Subsidiaries maintains or sponsors or has or has incurred any liability in respect of post-employment or post-retirement health, medical, life or welfare benefits for any current or former employee, officer, director, consultant or independent contractor of the Company or any of its Subsidiaries, except as required to avoid an excise tax under Section 4980B of the Code and at the sole expense of the applicable current or former employee, officer, director, consultant or independent contractor of the Company or any of its respective Subsidiaries.

(e) Neither the Company nor any of its Subsidiaries nor their respective ERISA Affiliates sponsors, maintains, contributes to or has an obligation to contribute to or at any time during the preceding six (6) years has sponsored, maintained, contributed to or was required to contribute to, or otherwise has any current or contingent liability or obligation under or with respect to (1) any multiemployer plan (within the meaning of Section 3(37) of ERISA or Section 4001(a)(3) of the Code), (2) a "defined benefit plan" (within the meaning of Section 3(35) of ERISA) or any other plan that is or was subject to Section 302 or Title IV of ERISA or Section 412, Section 430 or Section 4971 of the Code, (3) a "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code), or (4) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). Neither the Company, its Subsidiaries nor any of their respective ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied.

(f) Neither the execution and delivery of this Agreement by the Company, shareholder approval of this Agreement, nor the consummation of the transactions contemplated by this Agreement will or could reasonably be expected to (whether alone or in connection with any subsequent event(s)) (A) result in the acceleration, increase, funding or vesting of any material compensation or benefits to, or the forgiveness of material debt with respect to, any current or former employee, officer, director, consultant or independent contractor of the Company or any of its Subsidiaries under any Company Benefit Plan or otherwise, (B) entitle any current or former employee, officer, director, consultant or independent contractor of the Company or any of its Subsidiaries to any material severance pay or other material compensation or benefits or to any material increase in severance pay or other compensation or benefits, (C) limit the right or ability to terminate or amend any Company Benefit Plan or (D) directly or indirectly cause the Company or any of its Subsidiaries to transfer or set aside any material assets to fund any benefits under any Company Benefit Plans.

(g) (A) No amount, payment, right or benefit that could be, or has been, received (whether in cash or property or the vesting of property or the cancellation of indebtedness) by any current or former employee, officer, director, shareholder, consultant or other service provider of the Company, any of its Subsidiaries or their Affiliates who is a "disqualified individual" within the meaning of Section 280G of the Code could reasonably be or is expected to be characterized as, or give rise to, separately or in the aggregate, an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code) or be nondeductible under Section 280G of the Code, as a result of the consummation of the transactions contemplated by this Agreement (whether alone or in connection with any subsequent event(s)) and (B) neither the Company nor any of its Subsidiaries has any 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.

(h) Each Company Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code has been operated in all material respects in compliance with Section 409A of the Code since January 1, 2005 or its inception (whichever is later), and all applicable regulations and notices issued thereunder.

(i) With respect to each Foreign Plan: (A) all material employer and employee contributions to each Foreign Plan required by Law or by the terms of such Foreign Plan have been timely made, or, if applicable, accrued in accordance with normal accounting practices; (B) each Foreign Plan required to be registered or intended to meet certain regulatory or requirements for favorable Tax treatment has been timely and properly registered and has been maintained in good standing in all material respects with applicable regulatory authorities and, to the Knowledge of the Company, there are no existing circumstances or events that have occurred that could reasonably be expected to adversely affect such plan; and (C) no Foreign Plan is a defined benefit plan (as defined in ERISA, whether or not subject to ERISA), seniority premium, termination indemnity, provident fund, gratuity or similar plan or arrangement or has any material unfunded or underfunded liabilities, and materially adequate reserves have been established with respect to any Foreign Plan that is not required to be funded.

Section 3.16 Labor Matters.

(a) Neither the Company nor any of its Subsidiaries is party to or bound by any CBA or arrangements with a labor union, works council or labor organization. To the Knowledge of the Company, no employees are represented by any labor organization or works council with respect to their employment with the Company or any of its Subsidiaries. Except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there are no activities or proceedings of any labor union, works council or labor organization to organize any current or former employee, officer, or director of the Company or its Subsidiaries (the "Company Employees") and there is no, and since December 31, 2020, there has been no, labor dispute, labor grievance, labor arbitrations, unfair labor practice or strike, lockout, picketing, hand billing, slowdown, concerted refusal to work overtime, or work stoppage against or affecting the Company or any of its Subsidiaries, in each case, pending or, to the Knowledge of the Company, threatened.

(b) Except as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or any similar state, local, or foreign law that remains unsatisfied.

(c) The Company and its Subsidiaries are, and since December 31, 2020, have been, in compliance with all Laws respecting labor and employment, including provisions thereof relating to fair employment practices, terms and conditions of employment, collective bargaining, unfair labor practices, reductions in force, equal employment opportunity, employment discrimination, harassment, civil rights, safety and health, disability, employee benefits, workers' compensation, immigration, background checks, paid or unpaid leave, classification of employees and independent contractors, and wages and hours, and since December 31, 2020, have been in compliance with all Laws respecting COVID-19, except, in each case, as would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) To the Knowledge of the Company, since December 31, 2020, no charges or complaints of sexual or other unlawful harassment based on sex, race, or any other prohibited characteristic have been made against any current officer of the Company or any Subsidiary, except as would not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.17 Taxes.

(a) all income Tax Returns and other material Tax Returns required to be filed by the Company or its Subsidiaries have been filed (taking into account extensions) and all such Tax Returns are true, correct and complete in all respects;

(b) all Taxes required to be paid (whether or not shown on any Tax Return) by the Company and its Subsidiaries have been duly paid;

(c) no Tax audit, examination or other proceeding with respect to Taxes of the Company or any of its Subsidiaries is pending or has been threatened;

(d) the Company and each of its Subsidiaries has complied in all respects with all applicable Laws relating to the collection and withholding of Taxes; and

(e) there are no assessments, deficiencies, adjustments or other claims with respect to Taxes that have been asserted or assessed against the Company or its Subsidiaries that have not been paid or otherwise resolved.

(f) Neither the Company nor any of its Subsidiaries (or any predecessor thereof) has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for income tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code).

(g) Neither the Company nor any of its Subsidiaries has been a party to any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(h) There are no Liens with respect to Taxes on any of the assets of the Company or its Subsidiaries, other than Permitted Liens.

(i) Neither the Company nor any of its Subsidiaries has any liability for the Taxes of any Person (other than the Company or its Subsidiaries) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (ii) as a transferee or successor.

(j) The Company and its Subsidiaries have withheld from amounts owing to any employee, creditor or other Person all Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such amounts required to have been so paid over and complied with all applicable withholding and related reporting requirements with respect to such Taxes.

(k) The Company is not currently the beneficiary of any extension of time within which to file any Tax Return (excluding extensions granted automatically under applicable Law).

(l) No written and unresolved claim has been received by the Company or any of its Subsidiaries from a Governmental Authority in respect of Tax in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(m) Neither the Company nor any of its Subsidiaries is subject to income Tax in a jurisdiction outside the country of its organization.

(n) Neither the Company nor any of its Subsidiaries will be required to include any amount in taxable income, exclude any item of deduction or loss from taxable income, or make any adjustment under Section 481 of the Code (or any similar provision of state, local or foreign Law) for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) installment sale, intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any similar provision of state, local or foreign law), or open transaction disposition made prior to the Closing outside the ordinary course of business, (ii) prepaid amount received or deferred revenue recognized prior to the Closing outside the ordinary course of business, (iii) change in method of accounting for a taxable period ending on or prior to the Closing Date, (iv) "closing agreements" described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed prior to the Closing other than in compliance with the terms of this Agreement, or (v) by reason an election pursuant to Section 1065(h) of the Code (or any similar provision of state, local or foreign Law). Solely for purposes of determining whether or not an intercompany transaction described in Section 1502 is material for purposes of Section 3.17(n)(i), no intercompany transaction that would result in a liability to the Company that is less than $100,000 shall be considered material.

(o) Neither the Company nor any of its Subsidiaries has made a request for an advance tax ruling or similar guidance that is in progress or pending with any Governmental Authority with respect to any Taxes.

(p) Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification or Tax sharing or similar agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(q) Schedule 3.17(q) includes a list of the tax classifications and jurisdictions of the Company and all its Subsidiaries.

(r) Neither the Company nor any of its Subsidiaries has taken any action that could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment, and to the Knowledge of the Company there are not any facts or circumstances that could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment.

(s) The Company has not (i) deferred the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, and (ii) obtained or intends to seek to obtain, a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as added by Section 1202 of the CARES Act, except for the PPP Loan.

(t) The Company has properly complied with and duly accounted for all credits received under Sections 7001 through 7005 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act.

Section 3.18 Insurance. Schedule 3.18 sets forth a complete and accurate list, as of the date hereof, of each material insurance policy currently in effect to which the Company or any of its Subsidiaries is a party or express named insured (collectively, the "Insurance Policies"), together with a claims history for claims in excess of $100,000 since December 31, 2023. The Company has made available to Acquiror true and accurate copies of each Insurance Policy. With respect to each such Insurance Policy, except as set forth on Schedule 3.18 and except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (a) the Insurance Policy is valid, binding and in full force and effect and enforceable in accordance with its terms, except for the Insurance Policies that have expired under their terms in the ordinary course of business; (b) all premiums with respect thereto have been paid; (c) neither the Company nor any of its Subsidiaries is in default under any such Insurance Policy; and (d) as of the date hereof, no written notice of cancellation or nonrenewal has been received by the Company or any of its Subsidiaries with respect to such Insurance Policy. No insurer has denied or disputed coverage of any material claim made by the Company or its Subsidiaries under any Insurance Policy within the last twelve (12) months. None of the Company nor its Subsidiaries has any self-insurance or co-insurance programs.

Section 3.19 Real Property.

(a) Schedule 3.19(a) lists as of the date hereof: (i) all real property owned by the Company or its Subsidiaries (the "Owned Real Property"); and (ii) all other real property leased, subleased or licensed by the Company or any of its Subsidiaries, as the lessee, sublessee or licensee, with annual rent payments by any such lessee in excess of $180,000 (the "Leased Real Property"). Schedule 3.19(a) also identifies with respect to the Leased Real Property, each lease, sublease, license and any other Contract under which such Leased Real Property is occupied or used by the Company or any of its Subsidiaries, including the date of and legal name of each of the parties to such lease, sublease, license or other Contract, and each amendment, restatement, modification or supplement thereto (the "Real Property Leases"). The Company has delivered or made available to Acquiror, complete, accurate and correct copies, in all material respects, of all Real Property Leases.

(b) The Company or its applicable Subsidiary, as applicable, has good and marketable fee simple title to the Owned Real Property, in each case free and clear of all Liens, except Permitted Liens. Except as would not reasonably be expected to have a material and adverse effect on the Company and its Subsidiaries, taken as a whole, neither the Company nor its Subsidiaries has received written notice of any, and to the Knowledge of the Company, there is no, default under any restrictive covenants affecting the Owned Real Property.

(c) Except as would not reasonably be expected to have a Company Material Adverse Effect, the Company or its applicable Subsidiary has a valid, binding and enforceable leasehold, subleasehold or license interest (as applicable) in all Leased Real Property. All Real Property Leases under which the Company or any of its Subsidiaries is a lessee or sublessee are in full force and effect and are enforceable in accordance with their respective terms, subject to the Enforceability Exceptions, except as would not reasonably be expected to have a Company Material Adverse Effect. None of the Company or any of its Subsidiaries has received any written notice of any, and to the Knowledge of the Company there is no, default under any such Real Property Lease, except as would not reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has (i) exercised any termination rights with respect to any Real Property Lease, or (ii) received written notice from the landlord under any Real Property Lease indicating that the landlord has exercised a termination right with respect to such Real Property Lease.

(d) The interests of the Company and its Subsidiaries in the Real Property constitutes all interests in real property (i) currently used, occupied or held for use in any material respect in connection with the business of the Company and its Subsidiaries as presently conducted and (ii) necessary for the continued operation of the business of the Company and its Subsidiaries.

(e) There do not exist any actual or, to the Knowledge of the Company, threatened condemnation or eminent domain proceedings that affect any interests of the Company or any of its Subsidiaries in the Real Property or any part thereof, and none of the Company nor its applicable Subsidiary have received any notice, oral or written, of the intention of any Governmental Authority or other Person to take or use any interest in the Real Property or any part thereof or interest therein. Neither the Company nor any of its Subsidiaries have received any currently outstanding and uncured written notice alleging that the Real Property is in violation of any applicable Laws in any material respect.

(f) Neither the Company nor any of its Subsidiaries is a party to any purchase option, right of first refusal or other contractual right or obligation to sell, assign or dispose of its interests in the Real Property.

Section 3.20 Intellectual Property and IT Security.

(a) Schedule 3.20(a) lists all Intellectual Property Registrations included in the Owned Intellectual Property as of the date of this Agreement. There is no Action pending, or, to the Knowledge of the Company, threatened in writing, challenging the validity, enforceability, ownership, registration, or use of any Intellectual Property Registrations.

(b) Except as set forth in Schedule 3.20(b), the Company or its applicable Subsidiary (i) is the sole, exclusive owner of all right, title, and interest in and to the Intellectual Property Registrations, and (ii) either owns or has the right to use all other Intellectual Property that is material to the conduct of their respective businesses as currently conducted, free and clear of any Liens other than Permitted Liens. All Persons who have participated in the creation or development of any material Intellectual Property for the Company and/or its Subsidiaries have executed and delivered to the Company or its Subsidiary, a written agreement (i) providing for the non-disclosure by such Person of any confidential information of the Company and its Subsidiaries and (ii) providing for the present assignment by such Person to the Company or its Subsidiary of any Intellectual Property arising out of such Person's employment by, engagement by or contract with the Company or a Subsidiary, except where such Intellectual Property would vest in the Company or a Subsidiary by operation of law. No Governmental Authority or academic institution owns any rights in or to any material Owned Intellectual Property.

(c) The execution, delivery and performance by the Company of this Agreement and the Transaction Agreements to which it is or will be a party and the consummation by the Company of the transactions contemplated hereby and thereby will not result in the loss, termination or impairment of any right of the Company or any of its Subsidiaries in or to any Intellectual Property, except as would not be material to the Company and its Subsidiaries, taken as a whole.

(d) Except as would not reasonably be expected to have a Company Material Adverse Effect, (i) the conduct of the business of the Company and its Subsidiaries as currently conducted is not to the Company's Knowledge infringing upon, misappropriating or otherwise violating any Intellectual Property rights of any third party, and has not to the Company's Knowledge infringed upon, misappropriated or otherwise violated any Intellectual Property rights of any third party since December 31, 2020, (ii) to the Knowledge of the Company, no third party is infringing upon, misappropriating or otherwise violating any material Intellectual Property and (iii) the Company and its Subsidiaries have not received from any Person any unresolved written notice since December 31, 2020 that the Company or any of its Subsidiaries is infringing upon, misappropriating or otherwise violating any Intellectual Property rights of any Person.

(e) The Company and its Subsidiaries have in place commercially reasonable measures to protect and maintain the confidentiality of any material trade secrets included in the Owned Intellectual Property. To the Knowledge of the Company, there has been no unauthorized access, use or disclosure of any such material trade secrets included in the Owned Intellectual Property.

(f) The Company and its Subsidiaries are in material compliance with all the terms and conditions of all licenses applicable to all Open Source Software used in any material software included in Owned Intellectual Property.

(g) The Company and its Subsidiaries have in place commercially reasonable measures to protect the confidentiality, integrity, availability and security of the IT Systems, and commercially reasonable back-up and disaster recovery procedures for the continued operation of their businesses in the event of a failure of the IT Systems. The Company and its Subsidiaries have used commercially reasonable efforts to prevent the introduction into the IT Systems, any malware, ransomware, disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that would permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of the IT Systems. The IT Systems have not suffered any critical failures, errors, breakdowns or other adverse events that have caused any material disruption in the operation of the business of the Company and its Subsidiaries since December 31, 2020. The IT Systems are in good working order in all material respects and are sufficient in all material respects for the existing needs of the business of the Company and its Subsidiaries.

(h) The Company and its Subsidiaries are in material compliance, and since December 31, 2020 have been in material compliance, with all applicable Data Protection Laws, the obligations under their Contracts, and their written privacy policies relating to Personal Data, including requirements regarding the collection, retention, storage, security, disclosure, transfer, disposal, use, or other processing of Personal Data. There is no Action pending, or to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries with respect to their collection, retention, storage, security, disclosure, transfer, disposal, use, or other processing of any Personal Data.

(i) Since December 31, 2020, to the Knowledge of the Company, the Company and its Subsidiaries have not suffered any material unauthorized or unlawful access, acquisition, exfiltration, manipulation, erasure, loss, use, or disclosure that compromised the confidentiality, integrity, availability or security of Personal Data or the IT Systems, or that triggered any reporting requirement under any breach notification Law. To the Knowledge of the Company, no service provider (in the course of providing services for or on behalf of the Company and its Subsidiaries) has suffered any security breach that has had a material adverse effect on the business of the Company and its Subsidiaries.

Section 3.21 Environmental Matters.

(a) The Company and its Subsidiaries are, and since December 31, 2020 have been, in compliance with all Environmental Laws, which includes and has included holding and complying with all Permits required under Environmental Laws, in each case except where such failure to be, or to have been, in compliance with such Environmental Laws or Permits as has not, and would not, individually or in the aggregate, have a Company Material Adverse Effect.

(b) Since December 31, 2020, none of the Company or its Subsidiaries has received any written notice from any Person regarding any actual or alleged violation of, or liability arising under, any Environmental Law, except for any such matter which, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there are no Actions pending against or, to the Knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries alleging, any violations of or liability under any Environmental Law.

(d) Neither the Company nor any of its Subsidiaries is subject to any Governmental Order relating to the Company's or any of its Subsidiaries' compliance with Environmental Laws or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(e) To the Knowledge of the Company, since December 31, 2020, neither the Company nor any of its Subsidiaries has manufactured, distributed, treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, or owned or operated any property or facility which is or was contaminated by, any Hazardous Materials, except, in each case, as would not reasonably be expected to give rise to any liability under any Environmental Laws that would have a Company Material Adverse Effect.

(f) Neither the Company nor any of its Subsidiaries has retained or assumed, by contract, any liabilities or obligations of any other Person arising under Environmental Law, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(g) To the Knowledge of the Company, there are no presently existing conditions, events or circumstances relating to the facilities, properties or operations of the Company or its Subsidiaries would reasonably be expected to prevent, hinder or limit continued compliance with Environmental Laws as in effect as of the date of this Agreement or give rise to liabilities under such Environmental Laws, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(h) The Company and its Subsidiaries have made available to Acquiror all environmental audits, assessments, studies or reports materially bearing on the Company's and its Subsidiaries' compliance with or liability under Environmental Laws, in each case, which are in their possession or under their reasonable control.

Section 3.22 Brokers' Fees. Other than as set forth on Schedule 3.22, no broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage fee, finders' fee or other similar fee, commission or other similar payment in connection with the Transactions based upon arrangements made by or on behalf of the Company, any of its Subsidiaries or any of their Affiliates.

Section 3.23 Related Party Transactions. Except for the Contracts set forth on Schedule 3.23 or Contracts that will be terminated prior to Closing without any liability to the Company or its Subsidiaries continuing following the Closing, there are no Affiliate Agreements.

Section 3.24 International Trade; Anti-Corruption.

(a) The Company and its Subsidiaries are and since December 31, 2020, have been in compliance in all material respects with all applicable Sanctions Laws and Trade Control Laws. Neither the Company nor any of its Subsidiaries, nor to the Knowledge of the Company, any of their respective directors, officers, employees, agents or other third-party representatives acting on behalf of the Company or any of its Subsidiaries, is currently, or has been at any time since December 31, 2020: (i) a Sanctioned Person, (ii) engaged, directly or indirectly, in any dealings or transactions on behalf of, with, or otherwise involving any Sanctioned Person in violation of Sanctions Laws, or (iii) otherwise engaged, directly or indirectly, in any dealings or transactions in violation of applicable Sanctions Laws or Trade Control Laws. Neither the Company nor any of its Subsidiaries (y) has assets, operations or business dealings located in, or otherwise directly or indirectly derives revenue from investments, activities, or transactions in or with any Sanctioned Country, or (z) directly or indirectly derives revenues from investments, activities or transactions in or with, any Sanctioned Person. Since December 31, 2020, neither the Company nor any of its Subsidiaries has exported, reexported, or transferred (in-country) any products, services, technology, technical data, or any other item for which a license, approval, license exception, registration, or similar authorization is or was required under applicable Trade Control Laws or Sanctions Laws or, to the Knowledge of the Company, by any other Governmental Authority.

(b) The Company and its Subsidiaries are and since December 31, 2020 have been in compliance in all material respects with all Anti-Corruption Laws. Neither the Company nor any of its Subsidiaries, nor to the Knowledge of the Company, any of their respective directors, officers, employees, agents or other third-party representatives acting on behalf of the Company or any of its Subsidiaries, has since December 31, 2020 (i) made any unlawful payment or unlawfully given, offered, promised, or authorized or agreed to give, solicited, or received, any money or thing of value, directly or indirectly, to or from any Government Official, any political party or official thereof or any candidate for political office; any member of any Governmental Authority, any private individual or commercial entity (including employees, agents, directors and officers of such commercial entity), or any other Person in any such case while knowing that all or a portion of such money or thing of value may be given, offered, promised, or authorized or agreed to be given, solicited, or received, directly or indirectly, to any Person or member of any Governmental Authority or any candidate for political office for the purpose of any of the following: (x) influencing any action or decision of such Person, in such Person's official or commercial capacity, including a decision to fail to perform such Person's official or commercial function, (y) inducing such Person to use such Person's influence with any Governmental Authority, private individual or commercial entity to affect or influence any act or decision of such Governmental Authority, private individual or commercial entity to assist the Company or any of its Subsidiaries in obtaining or retaining business for, with, or directing business to, any Person, or (z) where such payment would constitute a bribe, kickback or illegal or improper payment to assist the Company or any of its Subsidiaries in obtaining or retaining business for, with, or directing business to, any Person, or (ii) otherwise violated any Anti-Corruption Laws. The Company and its Subsidiaries have maintained accurate books and records, practices and internal controls in compliance with Anti-Corruption Laws and have had in place practices and internal controls reasonably designed to ensure that receipts and expenses were accurately recorded and were based on accurate and sufficient supporting documentation.

(c) From December 31, 2020 through the date hereof, (i) there has been no Action pending or, to the Knowledge of the Company, threatened, against the Company, or any of its Subsidiaries, or, to the Knowledge of the Company, any of their respective officers, directors, employees or agents, that relates to an actual or potential violation of Sanctions Laws, Trade Control Laws, or Anti-Corruption Laws; and (ii) neither the Company nor any of its Subsidiaries has received from any Governmental Authority or any other Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Authority; conducted any internal investigation or audit concerning, or has any Knowledge of any actual or potential violation or wrongdoing by the Company, its Subsidiaries, or any of their respective officers, directors, employees or agents, in each case of this Section 3.24(c) related to Trade Control Laws, Sanctions Laws, or Anti-Corruption Laws. The Company and its Subsidiaries have instituted and, at all times since December 1, 2020, maintained and enforced policies, procedures and internal controls reasonably designed to promote compliance by the Company, its Subsidiaries, and their respective officers, directors, employees, and agents, with Anti-Corruption Laws, Sanctions Laws, and Trade Control Laws.

Section 3.25 Top Customers and Top Suppliers.

(a) Schedule 3.25(a) sets forth a true, correct and complete list of the names of the top ten (10) customers by dollar sales volume paid by such customers to the Company and its Subsidiaries for the year ended December 31, 2023 (each, a "Top Customer"). None of the Top Customers has (i) terminated or given written notice to the Company or any of its Subsidiaries expressly stating its intention to terminate its relationship with the Company or any of its Subsidiaries, (ii) given written notice to the Company or any of its Subsidiaries expressly stating that, following the date of this Agreement, it plans to reduce substantially the quantity of products or services that it purchases from the Company or any of its Subsidiaries or (iii) given written notice to the Company or any of its Subsidiaries expressly stating that, following the date of this Agreement, it desires to renegotiate its Contract with the Company or any of its Subsidiaries or the terms on which the Company or any of its Subsidiaries provides services to such Top Customer.

(b) Schedule 3.25(b) sets forth a true, correct and complete list of the names of the top ten (10) suppliers by dollar sales volume paid by the Company and its Subsidiaries to such supplier for the year ended December 31, 2023 (each, a "Top Supplier"). None of the Top Suppliers has (i) terminated or given written notice to the Company or any of its Subsidiaries expressly stating its intention to terminate its relationship with the Company or any of its Subsidiaries, (ii) given written notice to the Company or any of its Subsidiaries expressly stating that, following the date of this Agreement, it plans to reduce substantially the quantity of products or services that it provides to the Company or any of its Subsidiaries or (iii) given written notice to the Company or any of its Subsidiaries expressly stating that, following the date of this Agreement, that it desires to renegotiate its Contract with the Company or any of its Subsidiaries or the terms on which the Company or any of its Subsidiaries receives services or products from such Top Supplier.

Section 3.26 Acquisitions and Acquisition Contracts. Since December 31, 2020, no written dispute, demand, claim (including any claim for indemnification) or other Action has been made in writing or initiated in writing or threatened in writing by or against the Company or any of its Subsidiaries, under any Contract to which the Company or its Subsidiaries are parties that relates to any acquisition (whether by merger, sale of stock, sale of assets or otherwise) by the Company or any of its Subsidiaries of a business, business unit or Person (each, an "Acquisition") (an "Acquisition Contract"). As of the date hereof, except as set forth inSchedule 3.26, there are no "earn-outs," contingent payment obligations or other similar obligations of the Company or any of its Subsidiaries in respect of any Acquisition under any Acquisition Contract.

Section 3.27 Personal Property. The Company and its Subsidiaries have good and marketable title to, or a valid and enforceable leasehold interest in or right to use, all material personal property and other material property and assets owned, used or held for use by the Company and its Subsidiaries in connection with the business of the Company and/or its Subsidiaries or reflected in the Financial Statements (the "Personal Property"), other than Personal Property disposed of in the ordinary course of business after December 31, 2023, in each case free and clear of all Liens, except for Permitted Liens. The Permitted Liens would not reasonably be expected, individually or in the aggregate, to materially adversely affect or interfere with the current use or operation of the Personal Property.

Section 3.28 Condition of Assets. The Real Property, including all buildings, improvements, parking facilities, sidewalks, storm drainage systems, roofs, plumbing systems, HVAC systems, fire protection systems, electrical systems, equipment, elevators, exterior sidings and doors, landscaping, irrigation systems and all structural components, are to the Company's Knowledge in good condition, order and repair in all material respects; there exists no structural or other material defects or damages to the Real Property, whether latent or otherwise. The tangible Personal Property has been maintained in the ordinary course of business, is in good operating condition, subject to normal wear and tear, and is suitable for the purposes for which it is currently used.

Section 3.29 Restrictions on Business Activities. Except as disclosed in Schedule 3.29, there is no agreement, commitment, judgment, injunction, order or decree binding upon the Company or any of its Subsidiaries or its or their assets or to which Company or any of its Subsidiaries is a party which has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of the Company or any of its Subsidiaries, any acquisition of property by Company or any of its Subsidiaries or the conduct of business by Company or any of its Subsidiaries as currently conducted other than such effects, individually or in the aggregate, which have not had and could not reasonably be expected to have a Company Material Adverse Effect.

Section 3.30 Certain Provided Information. The information relating to the Company and its Subsidiaries supplied or to be supplied by the Company or its Affiliates or Representatives for inclusion in the Proxy Statement will not, as of the date on which the Proxy Statement or any amendment or supplement thereto is first distributed to the holders of Acquiror Ordinary Shares or at the time of the Special Meeting (as defined below), contain any statement which at the time and in the light of the circumstances under which it is made is false or misleading with respect to any material fact or omit to state any material fact necessary in order to make the statements therein not false or misleading.

Section 3.31 No Other Representations. Except as provided in this ARTICLE III (as modified by the Schedules), neither the Company, nor any Company Securityholder, nor their respective representatives, nor any other Person has made or is making any representation or warranty whatsoever in respect of the Company, the Company's Subsidiaries or any Company Securityholder. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither the Company nor any Company Securityholder nor any of their respective representatives nor any other Person has made or makes any representation or warranty, whether express or implied, with respect to any projections, forecasts or estimates or budgets made available to Acquiror, 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 (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 Acquiror, its Affiliates or any of their respective representatives, and that any such representations or warranties are expressly disclaimed.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF ACQUIROR PARTIES

Except as set forth in the Schedules to this Agreement or in the SEC Reports filed or furnished by Acquiror prior to the date of this Agreement, each Acquiror Party represents and warrants to the Company as follows:

Section 4.01 Corporate Organization. The Acquiror is duly incorporated and is validly existing under the laws of the Cayman Islands and each of Pubco, Merger Sub 1 and Merger Sub 2 is duly incorporated and is validly existing as a corporation in good standing under the Laws of Delaware. Each of Acquiror, Pubco, Merger Sub 1 and Merger Sub 2 has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted. Acquiror has made available to the Company true and correct copies of each of the Acquiror Parties' organizational documents as in effect as of the date hereof. Each of the Acquiror Parties is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms and provisions set forth in its respective organizational documents. Each of the Acquiror Parties is duly licensed, registered or qualified and in good standing (or the equivalent thereof) as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed, registered or qualified.

Section 4.02 Subsidiaries. Except as set forth in Schedule 4.02, none of Acquiror, Pubco and either of the Merger Subs has any direct or indirect Subsidiaries or participations in joint ventures or other entities, and does not own, directly or indirectly, any capital stock or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. Pubco owns 100% (one hundred percent) of the outstanding capital of each of Merger Sub 1 and Merger Sub 2.

Section 4.03 Due Authorization.

(a) Each of the Acquiror Parties has all requisite corporate or limited lability company power and authority to execute and deliver this Agreement and each other Transaction Agreement to which it is or will be a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and such other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been duly, validly and unanimously authorized and approved by the board of directors of each Acquiror Party and no other corporate or equivalent proceeding on the part of any Acquiror Party is necessary to authorize this Agreement or such other Transaction Agreements or any Acquiror Party's performance hereunder or thereunder (except that obtaining the Required Acquiror Shareholder Approval is a condition to the consummation of the Mergers). This Agreement has been, and each such other Transaction Agreement to which such Acquiror Party will be party will be, duly and validly executed and delivered by such Acquiror Party and, assuming due authorization and execution by each other Party hereto and thereto (other than the other Acquiror Party), this Agreement constitutes, and each such other Transaction Agreement to which such Acquiror Party will be party, will constitute a legal, valid and binding obligation of such Acquiror Party, enforceable against each Acquiror Party in accordance with its terms, subject to the Enforceability Exceptions. The minute books of each Acquiror Party contain true, complete and accurate records of all meetings and consents in lieu of meetings of its board of directors (and any committees thereof), similar governing bodies and holders of Equity Securities. Copies of such records of each of the Acquiror Parties have been heretofore made available to the Company or its counsel.

(b) The only votes of any of Acquiror's capital stock necessary in connection with the entry into this Agreement by Acquiror, the consummation of the transactions contemplated hereby, including the Closing, and the approval of the Acquiror Shareholder Matters are as set forth on Schedule 4.03(b).

(c) At a meeting duly called and held, the board of directors of Acquiror has unanimously: (i) determined that this Agreement and the Transactions are fair to and in the best interests of Acquiror's stockholders, (ii) determined that the fair market value of the Company is equal to at least 80% (eighty percent) of the amount held in the Trust Account (less any deferred underwriting commissions and taxes payable on interest earned) as of the date hereof, (iii) approved the Transactions as a Business Combination and (iv) resolved to recommend to Acquiror's stockholders approval of each of the Acquiror Shareholder Matters.

Section 4.04 No Conflict. Subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 4.06, and subject to obtaining the Required Acquiror Shareholder Approval, the execution, delivery and performance of this Agreement and any other Transaction Agreement to which any Acquiror Party is or will be a party by such Acquiror Party, and the consummation of the transactions contemplated hereby and thereby do not and will not (a) conflict with or violate any provision of, or result in the breach of the Acquiror Organizational Documents or Pubco Organizational Documents or any organizational documents of the Merger Subs, (b) conflict with or result in any violation of any provision of any Law or Governmental Order binding on or applicable to any Acquiror Party, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions or provisions of any Contract to which Acquiror is a party, or (d) result in the creation of any Lien upon any of the properties or assets of the Acquiror Parties (including the Trust Account), except in the case of each of clauses (b) through (d) as would not reasonably be expected to have, individually or in the aggregate, an Acquiror Material Adverse Effect.

Section 4.05 Compliance. Each of Acquiror, Pubco and each of the Merger Subs has complied and is in compliance with all Law applicable to the conduct of its business, or the ownership or operation of its business. No written notice of non-compliance with any material Law has been received by Acquiror, Pubco or either of the Merger Subs, and Acquiror has no Knowledge of any such notice related to Acquiror, Pubco or either of the Merger Subs delivered to any other Person.

Section 4.06 Litigation and Proceedings. There has been no pending or, to the Knowledge of Acquiror, threatened (in writing) Actions by or against Acquiror that, if adversely decided or resolved, had, individually or in the aggregate, an Acquiror Material Adverse Effect. There is no Governmental Order imposed upon any Acquiror Party that has had, individually or in the aggregate, an Acquiror Material Adverse Effect. No Acquiror Party is party to any settlement or similar agreement regarding any of the matters set forth in the two preceding sentences that contains any ongoing obligations, restrictions or liabilities (of any nature) that has had, individually or in the aggregate, an Acquiror Material Adverse Effect.

Section 4.07 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company and its Subsidiaries contained in this Agreement, no action by, consent, approval, permit or authorization of, or designation, declaration or filing with, any Governmental Authority or notice, approval, consent, waiver or authorization from any Governmental Authority is required on the part of Acquiror with respect to Acquiror's execution, delivery and performance of this Agreement and the Transaction Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby, except for (a) obtaining the consents of, or submitting notifications, filings, notices or other submissions to, the Governmental Authorities listed on Schedule 4.07, (b) the filing with the SEC of (i) the Proxy Statement (and the expiration of the waiting period in Rule 14a-6(a) under the Exchange Act or, in the event the preliminary Proxy Statement is reviewed by the SEC, receipt of oral or written notification of the completion of the review by the SEC) and (ii) such reports under Section 13(a) or 15(d) of the Exchange Act as may be required in connection with this Agreement, the Transaction Agreements or the transactions contemplated hereby or thereby, (c) the filing of the Certificates of Merger in accordance with the DGCL and the Companies Act and (d) any actions, consents, approvals, permits or authorizations, designations, declarations or filings, the absence of which would not reasonably be expected to have, individually or in the aggregate, an Acquiror Material Adverse Effect.

Section 4.08 Trust Account.

(a) As of the date hereof there is approximately $57.6 million held in a trust account (the "Trust Account"), maintained by Continental Stock Transfer & Trust Company, a New York corporation, acting as trustee (the "Trustee"), pursuant to the Investment Management Trust Agreement, dated December 14, 2021, by and between Acquiror and the Trustee on file with the SEC Reports of Acquiror as of the date of this Agreement (the " Trust Agreement"). Prior to the Closing, none of the funds held in the Trust Account may be released except in accordance with the Trust Agreement, Acquiror Organizational Documents and Acquiror's final prospectus dated December 17, 2021. Amounts in the Trust Account are invested in United States Government securities or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended. Acquiror has performed all material obligations required to be performed by it to date under, and is not in material default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement and the Trust Account, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. There are no Actions pending, or to the Knowledge of Acquiror, threatened with respect to the Trust Account or the funds contained therein. Acquiror has not released any money from the Trust Account (other than as permitted by the Trust Agreement). At the Acquisition Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to the Acquiror Organizational Documents shall terminate, and, as of the Acquisition Effective Time, Acquiror shall have no obligation whatsoever pursuant to the Acquiror Organizational Documents to dissolve and liquidate the assets of Acquiror by reason of the Transactions. From and after the Acquisition Effective Time, no stockholder of Acquiror shall be entitled to receive any amount from, or any amount previously held in, the Trust Account except to the extent such stockholder shall have elected to tender its Acquiror Class A Ordinary Shares for redemption pursuant to the Acquiror Shareholder Redemption prior to such time. The Trust Agreement is in full force and effect and is a legal, valid and binding obligation of Acquiror and the Trustee, enforceable in accordance with its terms. The Trust Agreement has not been terminated, repudiated, rescinded, amended or supplemented or otherwise modified, in any respect, and, to the Knowledge of Acquiror, no such termination, repudiation, rescission, amendment, supplement or modification is contemplated or anticipated. There are no side letters or other Contracts, arrangements or understandings, whether written or oral, with the Trustee or any other Person that would (i) cause the description of the Trust Agreement in the SEC Reports to be inaccurate or (ii) entitle any Person (other than stockholders of Acquiror who shall have elected to redeem their Acquiror Class A Ordinary Shares pursuant to the Acquiror Shareholder Redemption or the underwriters of Acquiror's initial public offering in respect of their Deferred Discount (as defined in the Trust Agreement)) to any portion of the proceeds in the Trust Account.

(b) As of the date hereof, Acquiror has no reason to believe or Knowledge that any of the conditions to the use of funds in the Trust Account may not be satisfied or funds available in the Trust Account will not be available to Acquiror on the Closing Date. As of the date hereof, Acquiror does not have any Contract, arrangement or understanding to enter into or incur, any Contract or other obligations with respect to or under any Indebtedness.

Section 4.09 Real Property; Personal Property. None of Acquiror, Pubco, or either of the Merger Subs owns or leases any real property or personal property.

Section 4.10 Intellectual Property. None of Acquiror, Pubco, or either of the Merger Subs owns, licenses, or otherwise has any right, title or interest in any Intellectual Property. None of such Persons has infringed upon the Intellectual Property rights of any other Person.

Section 4.11 Brokers' Fees. Other than as set forth onSchedule 4.11, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee, underwriting fee, deferred underwriting fee, commission or other similar payment in connection with the transactions contemplated by this Agreement or any other potential Business Combination transaction considered or engaged in by or on behalf of Acquiror based upon arrangements made by Acquiror or any of its Affiliates or otherwise in respect of which Acquiror or any of its Affiliates may have any liability or obligation.

Section 4.12 SEC Reports; Financial Statements; Sarbanes-Oxley Act; Undisclosed Liabilities.

(a) Acquiror has filed or furnished in a timely manner all required registration statements, reports, schedules, forms, statements and other documents required to be filed or furnished by it with the SEC (collectively, including any statements, reports, schedules, forms, statements and other documents required to be filed or furnished by it with the SEC subsequent to the date of this Agreement, each as it has been amended since the time of its filing and including all exhibits thereto, the "SEC Reports"). None of the SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contains any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes as permitted by Form 10-Q of the SEC) in all material respects the financial position of Acquiror as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended. No Acquiror Party has any material off-balance sheet arrangements that are not disclosed in the SEC Reports.

(b) Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror is made known to Acquiror's principal executive officer and its principal financial officer. To the Knowledge of Acquiror, such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's financial statements included in Acquiror's periodic reports required under the Exchange Act.

(c) Acquiror has established and maintains systems of internal accounting controls that are designed to provide reasonable assurance that (i) all transactions are executed in accordance with management's authorization and (ii) all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with GAAP and to maintain accountability for Acquiror's assets. Acquiror maintains books and records of Acquiror and its Subsidiaries in the ordinary course of business that are accurate and complete and reflect the revenues, expenses, assets and liabilities of Acquiror in all material respects.

(d) Acquiror has not identified or been made aware of any, and to the Knowledge of Acquiror, there is no (i) "significant deficiency" in the internal controls over financial reporting of Acquiror, (ii) "material weakness" in the internal controls over financial reporting of Acquiror or (iii) fraud, whether or not material, that involves management or other employees of Acquiror who have a significant role in the internal controls over financial reporting of Acquiror.

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

(f) Each director and executive officer of Acquiror has filed with the SEC all statements required by Section 16(a) of the Exchange Act and the rules and regulations promulgated thereunder.

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

(h) Pubco was formed solely for the purpose of engaging in the Transactions, has not conducted, and prior to the Closing will not conduct, any business and has no, and prior to the Closing will have no, assets, liabilities or obligations of any nature other than, in each case, those incidental to its formation and pursuant to this Agreement and any other Transaction Agreements to which it is a party, as applicable, and the other transactions contemplated by this Agreement and such Transaction Agreements, as applicable.

Section 4.13 Business Activities.

(a) Acquiror was formed for the purpose of going public, searching for a suitable target and effecting a Business Combination with one or more businesses or entities. It completed an initial public offering of units consisting of Acquiror Class A Ordinary Shares and Acquiror Warrants in December of 2021, and placed certain of the net proceeds of its initial public offering and simultaneous private placement of Acquiror Warrants in the Trust Account. Acquiror has never conducted any operations and has never engaged in any business activities except raising funds through sales of securities, causing its securities to be listed on NYSE, complying with applicable regulatory requirements of the SEC, NYSE, and the Cayman Islands, and seeking to find a company or companies with which to complete an initial business combination and negotiating the terms of the Transactions. Except as set forth in the Acquiror Organizational Documents, there is no agreement, commitment, or Governmental Order binding upon Acquiror or to which Acquiror is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or any acquisition of property by Acquiror or the conduct of business by Acquiror as currently conducted or as contemplated to be conducted as of the Closing other than such effects, individually or in the aggregate, which would not reasonably be expected to have an Acquiror Material Adverse Effect. Each of the Merger Subs has never engaged in any business activities, has no assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and any other Transaction Agreement to which it is a party and has never generated any revenues or expenses other than expenses related to the Transactions. Pubco owns all of the issued and outstanding Equity Securities of the Merger Subs.

(b) Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation (other than the Merger Subs), partnership, joint venture, business, trust or other entity. Except for this Agreement and the Transactions, neither Acquiror nor any of its Subsidiaries has any interests, rights, obligations or liabilities with respect to, or is party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or could reasonably be interpreted as constituting, a Business Combination.

(c) Except for this Agreement and the other Transaction Agreements or as set forth on Schedule 4.13(c), no Acquiror Party is, and at no time has been, party to any Contract with any Person that would require payments by Acquiror or any of its Subsidiaries after the date hereof in excess of $100,000 in the aggregate.

(d) As of the date hereof, Acquiror has no liabilities or obligations, except for liabilities or obligations (i) reflected or reserved for on Acquiror's consolidated balance sheet as of December 31, 2023 or disclosed in the notes thereto, (ii) that have arisen since the date of Acquiror's consolidated balance sheet as of December 31, 2023 in the ordinary course of the operation of business of Acquiror, disclosed in the Schedules, included as set forth on Schedule 4.13(c) and as set forth on Schedule 4.13(d) or (iv) incurred in connection with or contemplated by this Agreement and/or the Transactions, including with respect to professional fees for legal and accounting advisors incurred by Acquiror or its Subsidiaries in connection with the Transactions.

Section 4.14 Tax Matters.

(a) all Tax Returns required to be filed by any Acquiror Party have been filed (taking into account extensions) and all such Tax Returns are true, correct and complete in all respects;

(b) all Taxes required to be paid (whether or not shown on any Tax Return) by any Acquiror Party have been duly paid;

(c) no Tax audit, examination or other proceeding with respect to Taxes of any Acquiror Party is pending or has been threatened;

(d) each Acquiror Party has complied in all respects with all applicable Laws relating to the collection and withholding of Taxes; and

(e) there are no assessments, deficiencies, adjustments or other claims with respect to Taxes that have been asserted or assessed against any Acquiror Party that have not been paid or otherwise resolved.

(f) Neither Acquiror nor any of its Subsidiaries (or any predecessor thereof) has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for income tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code).

(g) Neither Acquiror nor any of its Subsidiaries has been a party to any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(h) There are no Liens with respect to Taxes on any of the assets of Acquiror or its Subsidiaries, other than Permitted Liens.

(i) Neither Acquiror nor any of its Subsidiaries has any liability for the Taxes of any Person (other than Acquiror or its Subsidiaries) (i) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (ii) as a transferee or successor.

(j) The Acquiror and each of its Subsidiaries have withheld from amounts owing to any employee, creditor or other Person all Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such amounts required to have been so paid over and complied in all respects with all material applicable withholding and related reporting requirements with respect to such Taxes.

(k) Neither the Acquiror nor any of its Subsidiaries has made a request for an advance tax ruling or similar guidance that is in progress or pending with any Governmental Authority with respect to any Taxes.

(l) No Acquiror Party has taken any action that could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment, and to the Knowledge of Acquiror there are not any facts or circumstances that could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment.

(m) No Acquiror Party is subject to any Tax sharing, allocation or similar agreement (other than such Agreements that have been disclosed in public filings with respect to Acquiror or that are customary commercial contracts not primarily related to Taxes and entered into with persons who are not Affiliates of, or direct or indirect equity holders in, the Sponsor).

Section 4.15 Employees; Employee Benefit Plans.

(a) Other than any officers or as described in the Acquiror SEC Reports, None of Acquiror, Pubco, or either of the Merger Subs have or have ever had any employees. Other than reimbursement of any out-of-pocket expenses incurred by Acquiror's officers and directors in connection with activities on Acquiror's behalf in an aggregate amount not in excess of the amount of cash held by Acquiror outside of the Trust Account, None of Acquiror, Pubco, or either of the Merger Subs has any unsatisfied material liability with respect to any employee.

(b) Other than as contemplated by this Agreement, Acquiror, Pubco and the Merger Subs do not currently, and do not plan or have any commitment to, maintain, sponsor, contribute to or have any direct liability under any benefit plan.

Section 4.16 Contracts. Schedule 4.16 sets forth a true, correct and complete list of each "material contract" (as such term is defined in Regulation S-K of the SEC) to which Acquiror, Pubco or either of the Merger Subs is a party, other than any such material contract previously filed with the SEC.

Section 4.17 Capitalization.

(a)

(i) The authorized capital stock of Acquiror consists of 221,000,000 shares of capital stock, including (i) 200,000,000 Acquiror Class A Ordinary Shares, (ii) 20,000,000 Acquiror Class B Ordinary Shares and (iii) 1,000,000 shares of preferred stock (" Acquiror Preferred Stock"). Schedule 4.17(a)(i) sets forth the total number and amount of all of the issued and outstanding Acquiror Common Stock (including Acquiror Warrants), and further sets forth the amount and type of Acquiror Equity Securities owned or held by the Insiders and their Affiliates. No shares of Acquiror Preferred Stock have been issued or are outstanding. All of the issued and outstanding shares of Acquiror Common Stock (A) have been duly authorized and validly issued and are fully paid and non-assessable, (B) were issued in full compliance with applicable Law and (C) were not issued in breach or violation of any preemptive rights or Contract.

(ii) The authorized capital stock of Pubco consists of 510,000,000 shares of capital stock, including (i) 50,000,000 shares of Pubco Class A Common Stock, (ii) 450,000,000 shares of Pubco Class B Common Stock and (iii) 10,000,000 shares of Pubco Preferred Stock. The only equity securities of Pubco that are issued and outstanding are 100 shares of Pubco Class A Common Stock, all of which are held by Acquiror. No shares of Pubco Class B Common Stock or Pubco Preferred Stock have been issued or are outstanding. All of the issued and outstanding shares of Pubco Class A Common Stock (A) have been duly authorized and validly issued and are fully paid and non-assessable, (B) were issued in full compliance with applicable Law and (C) were not issued in breach or violation of any preemptive rights or Contract.

(iii) The authorized capital stock of Merger Sub 1 consists of 100 shares of common stock, all of which are issued and outstanding and owned by Pubco, and all of which (A) have been duly authorized and validly issued and are fully paid and non-assessable, (B) were issued in full compliance with applicable Law and (C) were not issued in breach or violation of any preemptive rights or Contract.

(iv) The authorized capital stock of Merger Sub 2 consists of 100 shares of common stock, all of which are issued and outstanding and owned by Pubco, and all of which (A) have been duly authorized and validly issued and are fully paid and non-assessable, (B) were issued in full compliance with applicable Law and (C) were not issued in breach or violation of any preemptive rights or Contract.

(b) Except as set forth on Schedule 4.17(a), there are no Equity Securities of Acquiror authorized, reserved, issued or outstanding. Except as disclosed in Schedule 4.17(a) or the Acquiror Organizational Documents, there are no outstanding obligations of Acquiror to repurchase, redeem or otherwise acquire any Equity Securities of Acquiror. There are no outstanding bonds, debentures, notes or other Indebtedness of Acquiror having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which Acquiror's stockholders may vote. Except as disclosed in Schedule 4.17(a), Acquiror is not a party to any stockholders agreement, voting agreement or registration rights agreement relating to any Equity Securities of Acquiror or any Acquiror Party.

(c) No Acquiror Party owns any Equity Securities in any other Person (other than (i) Equity Securities of Pubco owned by Acquiror and (ii) Equity Securities of the Merger Subs owned by Pubco) or have any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any Equity Securities, or any securities or obligations exercisable or exchangeable for or convertible into Equity Securities of such Person.

Section 4.18 NYSE Stock Market Listing. The issued and outstanding units of Acquiror, each such unit comprised of one Acquiror Class A Ordinary Share and one-half of one Acquiror Warrant, are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "BFAC.U" The issued and outstanding Acquiror Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "BFAC". The issued and outstanding Acquiror Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol "BFAC.WS". There is no Action pending or, to the Knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Ordinary Shares or Acquiror Warrants or terminate the listing of Acquiror Class A Ordinary Shares or Acquiror Warrants on the NYSE. None of Acquiror or its Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Ordinary Shares or Acquiror Warrants under the Exchange Act except as contemplated by this Agreement. Acquiror has not received any notice from the NYSE or the SEC regarding the revocation of such listing or otherwise regarding the delisting of the Acquiror Class A Ordinary Shares from the NYSE or the SEC.

Section 4.19 Related Party Transactions. Except as expressly set forth in the SEC Reports and the Subscription Agreements, there are no Contracts, transactions, arrangements or understandings between any Acquiror Party or its Affiliates, on the one hand, and Sponsor, any Affiliate of Sponsor or any director, officer, employee, stockholder, warrant holder or Affiliate of such Acquiror Party, on the other hand.

Section 4.20 Investment Company Act; JOBS Act. Neither Acquiror nor any of its Subsidiaries is an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company", in each case, within the meaning of the Investment Company Act of 1940, as amended. Acquiror constitutes an "emerging growth company" within the meaning of the JOBS Act.

Section 4.21 Absence of Changes. Since July 29, 2021, (a) there has not been any event or occurrence that has had, individually or in the aggregate, an Acquiror Material Adverse Effect and (b) Acquiror, Pubco and the Merger Subs have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 4.22 Restrictions on Business Activities. Except as disclosed in Schedule 4.22, there is no agreement, commitment, judgment, injunction, order or decree binding upon any Acquiror Party or their assets or to which any Acquiror Party is a party which has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of any Acquiror Party, any acquisition of property by any Acquiror Party or the conduct of business by any Acquiror Party as currently conducted other than such effects, individually or in the aggregate, which have not had and could not reasonably be expected to have an Acquiror Material Adverse Effect.

Section 4.23 Stock Issued in Transactions. When shares of Pubco Common Stock are issued in the Mergers as contemplated by this Agreement, such shares of Pubco Common Stock will be duly authorized, validly issued and non-assessable, and will be received by the Company Securityholders to whom they are issued free and clear of all Liens or restrictions on transfer, other than (a) restrictions on transfer imposed by this Agreement, the Acquiror Organizational Documents and the Lockup Agreements, and (b) restrictions on transfer imposed by applicable Securities Laws.

Section 4.24 Certain Provided Information. The information relating to the Acquiror Parties supplied or to be supplied by the Acquiror or its Affiliates or Representatives for inclusion in the Proxy Statement will not, as of the date on which the Proxy Statement, or any amendment or supplement thereto, is first distributed to the holders of Acquiror Ordinary Shares or at the time of the Special Meeting, contain any statement which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements therein not false or misleading.

Section 4.25 No Other Representations. Except as provided in this ARTICLE IV (as modified by the Schedules), neither the Acquiror Parties, nor any of their respective representatives, nor any other Person has made, or is making, any representation or warranty whatsoever in respect of the Acquiror Parties.

ARTICLE V.
COVENANTS OF THE COMPANY

Section 5.01 Conduct of Business.

(a) From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms (the "Interim Period"), the Company shall, and shall cause its Subsidiaries to, except as expressly contemplated by this Agreement or as consented to in writing by Acquiror (such consent not to be unreasonably withheld, conditioned or delayed), use commercially reasonable efforts to (i) conduct and operate its business in the ordinary course of business consistent with past practices, (ii) preserve intact the current business organization of the Company and its Subsidiaries and (iii) preserve its relationships with Governmental Authorities, material suppliers, customers, vendors, lessors and other Persons having material business relationships with the Company and its Subsidiaries. Without limiting the generality of the foregoing, except as contemplated by this Agreement, as set forth on Schedule 5.01 or as consented to by Acquiror in writing, or as required by applicable Law, the Company shall not, and the Company shall cause its Subsidiaries not to, during the Interim Period:

(b) change or amend its certificate of formation, certificate of incorporation, bylaws, limited liability company agreement or other organizational documents;

(c) make, declare, set aside, establish a record date for or pay any dividend, return of capital or other distribution of profits or assets (whether in cash, stock or property or other combination thereof), other than any dividends, return of capital or other distributions from any wholly-owned Subsidiary of the Company either to the Company or any other wholly-owned Subsidiaries of the Company;

(d) enter into a Contract that would be a Specified Contract if entered into prior to the date hereof, or modify, amend, terminate or waive any material right under any Specified Contract or any Real Property Lease, in each case other than in the ordinary course of business consistent with past practice;

(e) except in the ordinary course of business, sell, transfer, convey, lease or license any Owned Real Property;

(f) authorize for issuance, issue, deliver, sell, transfer, pledge or dispose of or otherwise place or suffer to exist any Lien (other than a Permitted Lien) on, any Equity Securities of the Company or any of its Subsidiaries;

(g) sell, assign, transfer, convey, lease, license, abandon, allow to lapse or expire, subject to, grant or suffer to exist any Lien (other than Permitted Liens) on, or otherwise dispose of, any material assets, rights or properties (including material Intellectual Property), other than (i) the sale or license of goods and services to customers in the ordinary course of business, (ii) the sale or other disposition of assets or equipment deemed by the Company in its reasonable business judgment to be obsolete or otherwise warranted in the ordinary course of business, (iii) grants of non-exclusive licenses of Intellectual Property to customers in the ordinary course of business, or (iv) transactions among the Company and its wholly-owned Subsidiaries or among its wholly-owned Subsidiaries;

(h) settle or compromise any pending or threatened Action, waive any material claims or rights, or enter into any consent decree or settlement agreement with any Governmental Authority against or affecting any of the Company or its Subsidiaries or any assets of the Company or its Subsidiaries, other than settlements where the amount paid in settlement or compromise does not exceed $150,000 individually or $300,000 in the aggregate;

(i) Except as otherwise required by the terms of any existing Company Benefit Plans as in effect on the date hereof, (i) increase the compensation or benefits of any current or former officer or director of the Company or its Subsidiaries, (ii) pay or promise to pay, fund or promise to fund any new, enter into or make any grant of any retirement or pension, severance, change in control, transaction bonus, equity or equity-based, retention or termination or similar payment or arrangement to any current or former employees, officers, directors, consultants or independent contractors of the Company or its Subsidiaries, (iii) establish any trust or take any action to accelerate any payments or benefits, or accelerate the vesting, the time of payment or the funding, or secure the funding of any payments or benefits, payable or to become payable to any current or former employees, officers, directors, consultants or independent contractors of the Company or its Subsidiaries, or (iv) make any change in the key management structure of the Company or its Subsidiaries, including the hiring of additional officers or the termination of any employees at the level of director or above or with an annual base salary of $180,000 or above, other than terminations for cause or due to death or disability;

(j) make any loans or advance any money or other property to any Person, except (i) prepayments and deposits paid to suppliers of the Company or any of its Subsidiaries in the ordinary course of business, (ii) trade credit extended to customers of the Company or any of its Subsidiaries in the ordinary course of business, (iii) advances or other payments among the Company and its Subsidiaries and (D) advances in the ordinary course of business of the Company or its Subsidiaries and consistent with past practice to employees, officers or directors of the Company or any of its Subsidiaries for out-of-pocket expenses;

(k) redeem, purchase, repurchase or otherwise acquire, or offer to redeem, purchase, repurchase or acquire, any Equity Securities of the Company any of its Subsidiaries other than transactions solely between the Company and its wholly-owned Subsidiaries or solely between wholly-owned Subsidiaries of the Company or transactions to purchase Equity Securities from service providers who have terminated employment for no more than the lesser of cost or fair market value;

(l) adjust, split, combine, subdivide, recapitalize, reclassify or otherwise effect any change in respect of any Equity Securities of the Company or any of its Subsidiaries;

(m) make any change in accounting principles or methods of financial accounting affecting the reported consolidated assets, liabilities or results of operations of the Company and its Subsidiaries, other than as may be required by GAAP or applicable Law;

(n) (i) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all of the assets of or a controlling equity interest in, any corporation, partnership, association, joint venture or other business organization or division thereof, (ii) make any acquisition of any assets, business, Equity Securities or other properties in excess of $500,000 individually or $2,000,000 in the aggregate, other than in the ordinary course of business, or (iii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or its Subsidiaries;

(o) make, change or revoke any Tax election, change or revoke any accounting method with respect to Taxes, file any Tax Return in a manner inconsistent with past practice, settle or compromise any Tax claim or Tax liability, enter into any closing agreement with respect to any Tax, or surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim, action or assessment;

(p) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment;

(q) other than draws under the Company's and its Subsidiaries' credit facilities, and other than in the ordinary course of business and consistent with past practices, incur, create or assume any material Indebtedness;

(r) modify the terms of the Company's and its Subsidiaries' credit facilities in any respect that is material and adverse to the Company;

(s) other than in the ordinary course of business consistent with past practice, enter into any agreement that materially restricts the ability of the Company or its Subsidiaries to engage or compete in any existing line of business, enter into any agreement that materially restricts the ability of the Company or its Subsidiaries to enter into a new line of business, or enter into any new line of business;

(t) make any capital expenditures that in the aggregate exceed $300,000;

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

(v) form any non-wholly-owned Subsidiary;

(w) enter into any commodities or currency hedging transaction, other than in the ordinary course of business consistent with past practices;

(x) waive any amount owed to any of the Company or any of its Subsidiaries by a customer or transfer any material assets to a customer, in each case, other than in the ordinary course of business;

(y) enter into any Contract between or among a Stockholder Related Party and the Company or its Subsidiaries;

(z) fail to use commercially reasonable efforts to maintain the Insurance Policies in accordance with their respective terms (other than to replace existing policies with substantially comparable policies);

(aa) modify, amend or otherwise change the terms of any borrowing between a Stockholder Related Party and the Company or its Subsidiaries;

(bb) authorize, agree or enter into any Contract to do any action prohibited under Section 5.01(a) through (bb).

Notwithstanding anything to the contrary contained herein (including this Section 5.01), nothing in this Section 5.01 is intended to give Acquiror, Pubco, the Merger Subs or any of their respective Affiliates, directly or indirectly, the right to control or direct the business or operations of the Company or its Subsidiaries prior to the Closing, and prior to the Closing, the Company and its Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective businesses and operations.

Section 5.02 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to the Company or any of its Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information which (x) is prohibited from being disclosed by applicable Law or (y) on the advice of legal counsel of the Company would result in the loss of attorney-client privilege or other privilege from disclosure, the Company shall, and shall cause its Subsidiaries to, afford to Acquiror and its Representatives reasonable access during the Interim Period, and with reasonable advance notice, in such manner as to not interfere unreasonably with the normal operation of the Company and its Subsidiaries and so long as reasonably feasible or permissible under applicable Law, to the properties, facilities, books, Tax Returns, records and appropriate officers and employees of the Company and its Subsidiaries, and shall use its reasonable best efforts to furnish such Representatives with all financial and operating data and other information concerning the affairs of the Company and its Subsidiaries that are in the possession of the Company or its Subsidiaries, in each case, as Acquiror and its Representatives may reasonably request; provided that such access shall not include any invasive or intrusive investigations or testing, sampling or analysis of any properties, facilities or equipment of the Company or its Subsidiaries. The Parties shall use reasonable best efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply. All information obtained by Acquiror and its Representatives under this Agreement shall be subject to the Confidentiality Agreement.

Section 5.03 No Claim Against the Trust Account. The Company acknowledges that it has read Acquiror's final prospectus, dated December 17, 2021, the other SEC Reports and the Acquiror Organizational Documents and understands that Acquiror has established the Trust Account described therein for the benefit of Acquiror's public stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth in the Trust Agreement. The Company further acknowledges that, if the Transactions, or, in the event of a termination of this Agreement, another Business Combination, are not consummated by June 17, 2024 or such later date as approved by the stockholders of Acquiror to complete a Business Combination, Acquiror will be obligated to return to its stockholders the amounts being held in the Trust Account. Accordingly, the Company (on behalf of itself and its Affiliates and equityholders) hereby waives any past, present or future claims (whether based on contract, tort, equity or any other theory of legal liability) of any kind in or any right to access any monies in the Trust Account and agrees not to seek recourse against the Trust Account or any funds distributed therefrom to Acquiror's stockholders as a result of, or arising out of, in connection with or relating in any way to this Agreement or the Transactions with Acquiror; provided that notwithstanding anything herein or otherwise to the contrary (x) nothing herein shall serve to limit or prohibit the Company's right to pursue a claim against Acquiror for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief in connection with the consummation of the Transactions (including a claim for Acquiror to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Acquiror Shareholder Redemption) to the Company in accordance with the terms of this Agreement and the Trust Agreement), and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future against Acquiror's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account (other than to its stockholders in connection with redemptions effected prior to a Business Combination) and any assets that have been purchased or acquired by Acquiror or any successor thereof or any of their respective Affiliates with any such funds or otherwise following a Business Combination). This Section 5.03 shall survive the termination of this Agreement for any reason.

Section 5.04 Preparation and Delivery of Additional Company Financial Statements. The Company will use commercially reasonable efforts to provide Acquiror with the Company's consolidated interim financial information for each quarterly period ending on or after December 31, 2023 (other than a quarterly period ending on the last day of an annual period) by the 45th (forty-fifth calendar day following the end of each such quarterly period. All of the financial statements to be delivered pursuant to this Section 5.04 (the "Additional Financial Statements") will be prepared under GAAP (except as may be indicated in the notes thereto) in accordance with requirements of the PCAOB for public companies. The Additional Financial Statements will fairly present in all material respects the financial position and results of operations of the Company as of the date or for the periods indicated, except as otherwise indicated in such statements and, in the case of interim financial statements, subject to the absence of footnotes and other presentation items and for normal or immaterial year-end adjustments. The Company will use commercially reasonable efforts to promptly provide additional Company financial information reasonably requested by Acquiror for inclusion in the Proxy Statement and any other filings to be made by Acquiror or Pubco with the SEC.

Section 5.05 FIRPTA and IRS Form W-9 or W-8. At the Closing, the Company shall deliver to Acquiror a duly executed and valid (a) certificate on behalf of the Company, prepared in a manner consistent and in accordance with the requirements of Treasury Regulation Sections 1.897-2(g), (h) and 1.1445-2(c)(3), certifying that no interest in the Company is, or has been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "U.S. real property interest" within the meaning of Section 897(c) of the Code, and a form of notice to the Internal Revenue Service prepared in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2), and (b) IRS Form W-9 or applicable Form W-8 from each of the Company Securityholders.

Section 5.06 Termination of Affiliate Arrangements . As of immediately prior to the Closing, the Company shall take all actions necessary to cause any Affiliate Agreement, other than those set forth on Schedule 5.06 (which shall continue to be in effect following the Closing), to be terminated without any further force and effect and with no further liability thereunder to the Company or its Subsidiaries and without any liability or other obligation to the Company and its Subsidiaries following the Closing.

Section 5.07 No Acquiror Share Transactions. The Company acknowledges and agrees that it is aware, and that the Company's Affiliates are aware (and, to the Knowledge of the Company, each of their respective Representatives is aware or, upon receipt of any material nonpublic information of Acquiror, will be advised) of the restrictions imposed by U.S. federal securities Laws and the rules and regulations of the SEC promulgated thereunder or otherwise (the "Federal Securities Laws") and other applicable foreign and domestic Laws and NYSE on a Person possessing material nonpublic information about a publicly traded company. The Company hereby agrees that, while it is in possession of such material nonpublic information, it shall not purchase or sell any securities of Acquiror (other than to engage in the Transactions), take any other action with respect to Acquiror in violation of such Laws, or cause or encourage any third party to do any of the foregoing.

Section 5.08 Repayment of Employee Loans. The Company shall cause each loan made to any employee of the Company, all of which are identified on Schedule 5.08 in the amounts set forth next to each such borrower's name onSchedule 5.08, together with all accrued but unpaid interest thereon (collectively, the "Employee Loans"), to be repaid in full and terminated without any further force and effect and without any liability or other obligation to the Company and its Subsidiaries, no later than one (1) Business Day prior to the Closing Date.

Section 5.09 Notification. During the Interim Period, the Company shall notify Acquiror, promptly upon gaining Knowledge thereof, in writing if there has occurred any event or occurrence that (i) causes any covenant or agreement of any of the Company contained in this Agreement to be breached, (ii) that renders inaccurate any representation or warranty of the Company contained in this Agreement or (iii) that would reasonably be expected to result in a Company Material Adverse Effect, in each case of clauses (i) - (iii), such that it would result in the failure of any of the conditions set forth in Section 8.02 to be satisfied on or before the Termination Date. The delivery of any such notice pursuant to thisSection 5.09 shall not cure any breach of any representation, warranty, covenant or agreement contained in this Agreement or otherwise limit or affect the remedies available hereunder. Notwithstanding anything to the contrary, the Company shall not be in breach of this Section 5.09 (including for purposes of the conditions set forth in Section 8.02) unless and to the extent that it has committed a Willful Breach of thisSection 5.09.

Section 5.10 Company Stockholder Approval. The Company shall, as promptly as practicable after the Registration Statement Effectiveness Date, give notice in accordance with the DGCL and the certificate of incorporation and bylaws of the Company to all the Company Stockholders calling for a special meeting of such stockholders to consider and vote upon the adoption of this Agreement and the approval of the Acquisition Merger and the other Transactions contemplated hereby, and shall hold such meeting as promptly as practicable after such notice is given ("Company Stockholder Meeting"). The Company and its board of directors shall cause the Company Stockholder Meeting to take place in accordance with the foregoing and in compliance with the Securities Act, the DGCL and the certificate of incorporation and bylaws of the Company and use reasonable best efforts to secure the Company Stockholder Approval at the Company Stockholder Meeting. Notwithstanding the foregoing, at the election and option of the Company, the Company shall be permitted to obtain the Company Stockholder Approval, without a need for calling a Company Stockholder Meeting, by obtaining the written consent of holders of shares of voting capital stock of the Company representing the Company Stockholder Approval that is executed and delivered by such holders after the Registration Statement Effectiveness Date; provided, that, in the event that the Company elects to obtain the Company Stockholder Approval pursuant to such written consent, consents with respect to this Agreement, the Mergers and the other Transactions contemplated hereby will be solicited from all holders of shares of capital stock of the Company entitled to vote with respect to such matters. The Company shall use reasonable best efforts to cause the Company Stockholders to (i) to vote (in person, by proxy or by action by written consent, as applicable) all of their shares of capital stock of the Company entitled to vote with respect to such matters in favor of, and adopt, the Mergers and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate the Acquisition Merger and (ii) to execute and deliver all related documentation and take such other action in support of the Acquisition Merger as shall reasonably be requested by the Company in connection with the Acquisition Merger.

Section 5.11 Company Noteholder Amendment. The Company shall use reasonable best efforts to cause the Company Noteholder Amendment to become effective and binding upon all of the Company Notes as soon as possible following the date of this Agreement but no later than 30 (thirty) days thereafter.

ARTICLE VI.
COVENANTS OF ACQUIROR

Section 6.01 Indemnification and Directors' and Officers' Insurance.

(a) From and after the Reorganization Effective Time or Acquisition Effective Time, as applicable, Pubco shall and shall cause the Surviving Reorganization Corporation and the Surviving Acquisition Corporation to indemnify and hold harmless each current and former director and officer of the Company and Acquiror and each of their respective Subsidiaries (the "D&O Indemnitees") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, claims, damages or losses incurred in connection with any claim, Action or threatened Action, whether civil, criminal, administrative, investigative or otherwise, arising out of or pertaining to matters existing or occurring at or prior to the Reorganization Effective Time or Acquisition Effective Time, as applicable, whether asserted or claimed prior to, at or after the Reorganization Effective Time or Acquisition Effective Time, as applicable, to the fullest extent permitted under applicable Law (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, Pubco shall and shall cause each of its Subsidiaries to, (i) maintain for a period of not less than six years from the Reorganization Effective Time or the Acquisition Effective Time, as applicable, provisions in its certificate of incorporation, bylaws and other organizational documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of D&O Indemnitees that are no less favorable to those Persons than the provisions of such certificates of incorporation, bylaws and other organizational documents as of the date of this Agreement and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(b) For a period of six years from the Reorganization Effective Time or the Acquisition Effective Time, as applicable, Pubco shall and shall cause its Subsidiaries to maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by the Acquiror's or the Company's or any of its Subsidiaries' directors' and officers' liability insurance policies on terms not less favorable than the terms of such current insurance coverage; provided that if any claim is asserted or made within such six-year period, any insurance required to be maintained under this Section 6.01 shall be continued in respect of such claim until the final disposition thereof. Without limiting the foregoing, the Company or Acquiror, as applicable, may (in its reasonable discretion), in lieu of continuing any policy that exists as of the Reorganization Effective Time or the Acquisition Effective Time, as applicable, purchase, prior to the Closing, a "tail" policy, (a "D&O Tail Policy") providing directors and officers liability insurance coverage for a period of six (6) years after the Reorganization Effective Time or the Acquisition Effective Time, as applicable, for the benefit of the D&O Indemnitees at a price not to exceed 200% (two hundred percent) of the amount per annum the Company or Acquiror, as applicable, paid for such insurance in the last 12 month period prior to the date of this Agreement. If purchased, Pubco shall use its best efforts to maintain such D&O Tail Policy(s) in full force.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 6.01 shall survive the consummation of the Mergers indefinitely and shall be binding, jointly and severally, on Pubco, the Surviving Reorganization Corporation, the Surviving Acquisition Corporation and all successors and assigns of the Surviving Reorganization Corporation and the Surviving Acquisition Corporation. In the event that the Surviving Reorganization Corporation or the Surviving Acquisition Corporation or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Surviving Reorganization Corporation or the Surviving Acquisition Corporation, as the case may be, shall succeed to the obligations set forth in this Section 6.01.

(d) The D&O Indemnitees are express third-party beneficiaries of this Section 6.01.

Section 6.02 Conduct of Acquiror During the Interim Period.

(a) During the Interim Period, except as set forth on Schedule 6.02, as required by this Agreement, as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld or delayed, except in the case of clause (ix) below which consent will be granted or withheld in the Company's sole discretion), or as required by applicable Law (including Laws that are COVID-19 Measures), Acquiror shall not and shall not permit Pubco or the Merger Subs to:

(i) change, amend, restate, supplement or otherwise modify any of the Trust Agreement, the Acquiror Organizational Documents, the Pubco Organizational Documents or the organizational documents of the Merger Subs, provided that the Acquiror Organizational Documents may be amended to extend the deadline for Acquiror to complete a Business Combination contained therein without the consent of the Company;

(ii) (A) declare, set aside or pay any dividends on, or make any other distribution in respect of any outstanding Equity Securities of any of the Acquiror Parties; (B) split, combine or reclassify any Equity Securities of any of the Acquiror Parties; or (C) other than in connection with the Reorganization Merger or Acquiror Shareholder Redemption, repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any Equity Securities of any of the Acquiror Parties;

(iii) make, change or revoke any Tax election, adopt, change or revoke any accounting method with respect to Taxes, settle or compromise any Tax claim or Tax liability, enter into any closing agreement with respect to any Tax, file any Tax Return in a manner materially inconsistent with past practice or surrender any right to claim a refund of Taxes;

(iv) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment;

(v) enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Acquiror (including, for the avoidance of doubt, (A) the Sponsor and (B) any Person in which any Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater);

(vi) waive, release, compromise, settle or satisfy any pending or threatened material claim or Action or compromise or settle any liability;

(vii) incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness;

(viii) (A) offer, issue, deliver, grant or sell, or authorize or propose to offer, issue, deliver, grant or sell, any Equity Securities other than Pubco Equity Securities pursuant to the Subscription Agreements or (B) amend, modify or waive any of the terms or rights set forth in, any Acquiror Warrant or the applicable warrant agreement, including any amendment, modification or reduction of the warrant price set forth therein;

(ix) enter into any Contract with any broker, finder, investment banker or other Person under which such Person is or will be entitled to any brokerage fee, finders' fee or other commission that is payable by the Company or any of its Affiliates, or by Acquiror or any of its Subsidiaries in connection with the Transactions; or

(x) enter into any agreement, or otherwise become obligated, to do any action prohibited under this Section 6.02(a).

(b) During the Interim Period, each of the Acquiror Parties shall comply with, and continue performing under, as applicable, the Acquiror Organizational Documents, the Trust Agreement, the Transaction Agreements and all other agreements or Contracts to which an Acquiror Party is party.

Section 6.03 Trust Account Proceeds. Upon satisfaction or waiver of the conditions set forth in ARTICLE VIII and provision of notice thereof to the Trustee (which notice Acquiror shall provide to the Trustee in accordance with the terms of the Trust Agreement), in accordance with and pursuant to the Trust Agreement, (a) at the Closing, Acquiror (i) shall cause any documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered and (ii) shall cause the Trustee to (A) pay as and when due all amounts payable to the stockholders of Acquiror pursuant to the Acquiror Shareholder Redemption, (B) pay the amounts due to the underwriters of Acquiror's initial public offering for their deferred underwriting commissions, (C) pay the amounts due for all remaining unpaid transaction expenses and (D) pay all remaining amounts then available in the Trust Account to Pubco for immediate use, or as otherwise directed by the Acquiror and agreed to by the Company, subject to this Agreement and the Trust Agreement, and (b) thereafter, the Trust Account shall terminate, except as otherwise provided in the Trust Agreement.

Section 6.04 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to Acquiror by third parties that may be in Acquiror's possession from time to time, and except for any information which (x) is prohibited from being disclosed by applicable Law or (y) on the advice of legal counsel of Acquiror would result in the loss of attorney-client privilege or other privilege from disclosure, Acquiror shall afford to the Company, its Affiliates and their respective Representatives reasonable access during the Interim Period, and with reasonable advance notice, so long as reasonably feasible or permissible under applicable Law, to the books, Tax Returns, records and appropriate officers and employees of Acquiror, and shall use its reasonable best efforts to furnish such Representatives with all financial and operating data and other information concerning the affairs of Acquiror, in each case as the Company and its Representatives may reasonably request for purposes of the Transactions. The Parties shall use reasonable best efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply. All information obtained by the Company and its Representatives under this Agreement shall be subject to the Confidentiality Agreement.

Section 6.05 Section 16 Matters. Prior to the Reorganization Effective Time, Acquiror's board of directors or an appropriate committee thereof shall take all such steps as may be required to adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of Pubco Common Stock pursuant to this Agreement by any officer or director of Acquiror or the Company who is expected to become a director or officer (as defined under Rule 16a-1(f) of the Exchange Act) of Pubco for purposes of Section 16 of the Exchange Act and the rules and regulations thereunder will be an exempt transaction under such rules and regulations.

Section 6.06 Incentive Equity Plan. Prior to the Closing Date, Acquiror and Pubco shall approve and, subject to approval of the stockholders of Acquiror, Pubco shall adopt an incentive equity plan (the "Incentive Equity Plan") in the form to be agreed by the Parties pursuant toSection 7.01(a). The Incentive Equity Plan shall provide that an aggregate number of shares of Pubco Common Stock equal to 8.0% of the total combined number of shares of Pubco Common Stock and Pubco Preferred Stock outstanding upon the Closing on a fully-diluted basis shall be reserved for issuance pursuant to the Incentive Equity Plan (plus customary evergreen provisions). Pubco shall file with the SEC a registration statement on Form S-8 (or any successor form or comparable form in another relevant jurisdiction) relating to Pubco Common Stock issuable pursuant to the Incentive Equity Plan. Such registration statement shall be filed as soon as reasonably practicable after registration of shares on Form S-8, or any successor form or comparable form in another relevant jurisdiction, first becomes available to Pubco, and Pubco shall use commercially reasonable best efforts to maintain the effectiveness of such registration statement for so long as any awards issued under the Incentive Equity Plan remain outstanding.

Section 6.07 NYSE Listing. From the date hereof through the Closing, Acquiror shall use commercially reasonable efforts to remain listed as a public company on the NYSE, and shall cause Pubco to prepare and submit to the NYSE a listing application to become listed as a public company on the NYSE as of the Closing and covering shares of Pubco Common Stock and Pubco Warrants to be listed on the NYSE.

Section 6.08 Acquiror Public Filings. From the date hereof through the Closing, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

Section 6.09 Acquiror Board Recommendation. The board of directors of Acquiror shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, amend, qualify or modify, or (privately or publicly) propose to change, withdraw, withhold, amend, qualify or modify, the Acquiror Board Recommendation for any reason. The board of directors of Acquiror shall publicly reaffirm the Acquiror Board Recommendation within five (5) Business Days of receipt of a written request therefor from the Company; provided that Acquiror shall be obligated to make only two (2) such public reaffirmations.

ARTICLE VII.
JOINT COVENANTS

Section 7.01 Efforts to Consummate.

(a) Subject to the terms and conditions set fort in this Agreement, each of the Parties shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary or advisable to consummate and make effective as promptly as reasonably practicable the Transactions contemplated by this Agreement (including (i) preparation and agreement upon the form of each of (A) the Registration Statement (as defined below), (B) the Pubco Certificate of Incorporation, (C) the Pubco Bylaws, (D) the Lockup Agreement, (E) the A&R Registration Rights Agreement, (F) the Reorganization Certificate of Merger, (G) the Acquisition Certificate of Merger and (H) the Incentive Equity Plan, (ii) the satisfaction of the closing conditions set forth in ARTICLE VIII and (iii) consummating the PIPE Investment in accordance withSection 7.07). Without limiting the generality of the foregoing, each of the Parties shall use reasonable best efforts to: (y) obtain any Consents from, or file any notices to, any Governmental Authorities or other Persons necessary to change the name of the authorized permittee of any Permits held by the Company to the name of the Surviving Acquisition Corporation, as necessary for the continued lawful conduct of the business of the Company after Closing, and (z) obtain, file with or deliver to, as applicable, any Consents of, or notices to, any Governmental Authorities (including any applicable Competition Authorities) or other Persons necessary to consummate the Transactions and the transactions contemplated by the Transaction Agreements. Each Party shall (I) make any appropriate filings pursuant to the HSR Act with respect to the Transactions promptly (and in any event within ten (10) Business Days) following the date of this Agreement (II) submit notifications (including draft notifications, as applicable), filings, notices and other required submissions pursuant to the Competition Laws or Investment Screening Laws of the other jurisdictions set forth on Schedule 7.01(a) with respect to the transactions contemplated by this Agreement as promptly as practicable following the date of this Agreement (and any filing fees associated with any such filings shall be paid by the Company) and (III) respond as promptly as reasonably practicable to any requests by any Governmental Authority (including any Competition Authorities) for additional information and documentary material that may be requested pursuant to any Competition Laws (including the HSR Act) or Investment Screening Laws. Acquiror shall promptly inform the Company of any communication between any Acquiror Party, on the one hand, and any Governmental Authority (including any Competition Authorities), on the other hand, and the Company shall promptly inform Acquiror of any communication between the Company, on the one hand, and any Governmental Authority, on the other hand, in either case, regarding any of the Transactions or any Transaction Agreement. Without limiting the foregoing, each Party and their respective Affiliates shall not extend any waiting period, review period or comparable period under the HSR Act or any other Competition Laws or Investment Screening Laws or enter into any agreement with any Governmental Authority not to consummate the Transactions or by the other Transaction Agreements, except with the prior written consent of Acquiror and the Company.

(b) During the Interim Period, the Acquiror Parties, on the one hand, and the Company, on the other hand, shall give counsel for the Company (in the case of any Acquiror Party) or Acquiror (in the case of the Company), a reasonable opportunity to review in advance, and consider in good faith the views of the other in connection with, any proposed written communication to any Governmental Authority (including any Competition Authorities) relating to the Transactions or the Transaction Agreements. Each of the Parties agrees not to participate in any substantive meeting or discussion, either in person or by telephone with any Governmental Authority in connection with the Transactions unless it consults with, in the case of any Acquiror Party, the Company, or, in the case of the Company, Acquiror in advance and, to the extent not prohibited by such Competition Authority, gives, in the case of any Acquiror Party, the Company, or, in the case of the Company, Acquiror, the opportunity to attend and participate in such meeting or discussion.

(c) Notwithstanding anything to the contrary in the Agreement, (i) in the event that this Section 7.01 conflicts with any other covenant or agreement in this Agreement that is intended to specifically address any subject matter, then such other covenant or agreement shall govern and control solely to the extent of such conflict and (ii) other than for *de minimis* costs and expenses, in no event shall Acquiror, Pubco, the Merger Subs or the Company or its Subsidiaries be obligated to bear any expense or pay any fee or grant any concession in connection with obtaining any consents, authorizations or approvals pursuant to the terms of any Contract to which the Company or its Subsidiaries is a party or otherwise in connection with the consummation of the Transactions.

(d) During the Interim Period, Acquiror, on the one hand, and the Company, on the other hand, shall each notify the other in writing promptly after learning of any shareholder demands or other shareholder proceedings (including derivative claims) relating to this Agreement, any other Transaction Agreements or any matters relating thereto (collectively, the "Transaction Litigation") commenced against, in the case of Acquiror, any of the Acquiror Parties or any of their respective Representatives (in their capacity as a representative of an Acquiror Party) or, in the case of the Company, any Subsidiary of the Company or any of their respective Representatives (in their capacity as a representative of the Company or its Subsidiaries). Acquiror and the Company shall each (i) keep the other reasonably informed regarding any Transaction Litigation, (ii) give the other the opportunity to, at its own cost and expense, participate in the defense, settlement and compromise of any such Transaction Litigation and reasonably cooperate with the other in connection with the defense, settlement and compromise of any such Transaction Litigation, (iii) consider in good faith the other's advice with respect to any such Transaction Litigation and (iv) reasonably cooperate with each other.

Section 7.02 Registration Statement; Proxy Statement; Special Meeting.

(a) Registration Statement and Proxy Statement. As promptly as reasonably practicable after the execution of this Agreement, Acquiror and the Company shall jointly prepare and Pubco shall file with the SEC a registration statement on Form S-4 (together with all amendments thereto, the "Registration Statement") registering the Equity Securities of Pubco to be issued in the Reorganization Merger and the Acquisition Merger Consideration for offer and sale under the Securities Act. The Registration Statement shall include a proxy statement/prospectus in connection with the Transactions (as amended or supplemented, the "Proxy Statement") to be filed by the Acquiror on Schedule 14A and used for soliciting proxies from holders of Acquiror Class A Ordinary Shares to vote at the Special Meeting, as adjourned or postponed, in favor of the Acquiror Shareholder Matters. The Company will provide Acquiror, as promptly as reasonably practicable, with such information concerning the Company as may be necessary for the information concerning the Company in the Registration Statement, Proxy Statement and Other Filings (as defined below) to comply with all applicable provisions of and rules under the Securities Act, the Exchange Act, the Companies Act and the DGCL in connection with the preparation, filing and distribution of the Registration Statement and Proxy Statement and the solicitation of proxies thereunder, the calling and holding of the Special Meeting and the preparation and filing of the Other Filings. The information relating to the Company furnished by or on behalf of the Company in writing expressly for inclusion in such filings will not, (i) in the case of the Registration Statement and the Proxy Statement, as of (A) the Registration Statement Effectiveness Date, (B) the date of mailing of the Registration Statement and Proxy Statement to the holders of Acquiror Ordinary Shares, (C) the date and time of the Special Meeting or (D) the Reorganization Effective Time or the Acquisition Effective Time, or (ii) in the case of any Other Filing, on the date of its filing, contain any statement which, at such time and in light of the circumstances under which it is made, is false or misleading with respect to any material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at such time and in light of the circumstances under which they were made, not false or misleading. Without limiting the foregoing, Acquiror will use commercially reasonable efforts to ensure that (A) the Registration Statement and Proxy Statement do not, as of (I) the Registration Statement Effectiveness Date, (II) the date of mailing of the Registration Statement and Proxy Statement to the holders of Acquiror Ordinary Shares, (III) the date and time of the Special Meeting, or (IV) the Reorganization Effective Time, the Acquisition Effective Time or the Acquisition Effective Time, and (B) any Other Filing does not, as of the date of its filing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading (provided that Acquiror will not be responsible for the accuracy or completeness of any information relating to the Company or any other information furnished in writing by the expressly for inclusion in Registration Statement and Proxy Statement). Whenever any information is discovered or event occurs which would reasonably be expected to result in the Registration Statement or Proxy Statement containing any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, Acquiror or the Company, as the case may be, will promptly inform the other Party of such occurrence and cooperate in Acquiror filing with the SEC or its staff or any other Governmental Authority, and/or mailing to stockholders of Acquiror, an amendment or supplement to the Registration Statement or Proxy Statement, as applicable. Each of the Parties shall use its commercially reasonable efforts to (1) cause the Registration Statement and Proxy Statement and Other Filings to, when filed with the SEC, comply in all material respects with all legal requirements applicable thereto, (2) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Registration Statement and Proxy Statement, (3) cause all comments from the SEC on the Registration Statement and Proxy Statement to be cleared as promptly as practicable and (4) keep the Registration Statement effective as long as is necessary to consummate the Transactions. Neither Pubco nor Acquiror shall file the Registration Statement, Proxy Statement, Other Filing or any amendment or supplement thereto or any other document proposed to be filed in connection therewith with the SEC without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed. Any filing fees relating to the filing of the Registration Statement or the Proxy Statement shall be borne by the Company.

(b) Comment Period. Acquiror will notify the Company promptly upon the receipt by it or Pubco of any comments from the SEC or its staff or any request by the SEC, its staff or any other Governmental Authority for amendments or supplements to the Registration Statement, Proxy Statement or any Other Filing (as defined below) or for additional information, and will provide a copy of all written correspondence (or, to the extent such correspondence is oral, a complete summary thereof) from the SEC, its staff or any other Governmental Authority. Acquiror and the Company shall jointly prepare on behalf of Pubco, and Acquiror shall file with the SEC on behalf of Pubco, any response letters to any comments from the SEC. Acquiror shall not file any such response letter on its own behalf or that of Pubco without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed. Prior to the Registration Statement Effectiveness Date (as defined below), Acquiror will take all action necessary under applicable Law to, in consultation with the Company, establish on behalf of Pubco a record date for the Special Meeting (as defined below).

(c) Effectiveness; Mailing; Proxy Solicitation. Acquiror shall cause Registration Statement and Proxy Statement to be mailed to the Acquiror Shareholders as soon as practicable after the date on which all SEC comments to the Registration Statement and Proxy Statement have been cleared and the Registration Statement becomes effective (the "Registration Statement Effectiveness Date") (but in any event, within five (5) Business Days following such date, or such later time as may be agreed by Acquiror and the Company) for the purpose of soliciting the proxies described in Section 7.02(a). Acquiror shall include the Acquiror Board Recommendation in the Proxy Statement, shall not withdraw or modify the Acquiror Board Recommendation and shall otherwise take all lawful action to solicit and obtain the Required Acquiror Shareholder Approval. Acquiror will keep the Company reasonably informed regarding all matters relating to the proxy solicitation process, including by promptly furnishing any voting or proxy solicitation reports received by Acquiror and similar updates regarding any requests for redemptions of Acquiror Class A Ordinary Shares. With respect to any such shareholder outreach by Acquiror, the Company shall use commercially reasonable efforts to provide to Acquiror, and will use its commercially reasonable efforts to cause its Affiliates and Representatives, including legal and accounting representatives, to provide to Acquiror, all cooperation reasonably requested by Acquiror that is customary and reasonable in connection with such outreach including, among other things, (i) furnishing Acquiror reasonably promptly following Acquiror's request with information reasonably available to it regarding the Company (including information to be used in the preparation of one or more information packages regarding the business, operations, financial projections and prospects of the Company) customary for such outreach activities, (ii) causing each of its Representatives with appropriate seniority and expertise to participate in a reasonable number of meetings, presentations, due diligence sessions and drafting sessions in connection with such outreach activities, (iii) assisting with the preparation of marketing materials and similar documents required in connection with such outreach activities, (iv) providing reasonable assistance to Acquiror in connection with the preparation of *pro forma* financial information to be included in any marketing materials to be used in any outreach activities, and (v) cooperating with requests for due diligence to the extent customary and reasonable.

(d) Special Meeting. Acquiror will use its commercially reasonable efforts to take, in accordance with applicable Law, NYSE rules and the Acquiror Organizational Documents, all action necessary to duly call, give notice of, convene and hold an extraordinary general meeting of its shareholders (the "Special Meeting") as promptly as reasonably practicable after the Registration Statement Effectiveness Date, to (i) consider and vote upon the approval of the Acquiror Shareholder Matters and to cause such vote to be taken, and (ii) provide the shareholders of Acquiror with the opportunity to elect to effect a redemption of Acquiror Class A Ordinary Shares in exchange for a *pro rata* portion of the proceeds of the Trust Account. Acquiror may only elect (in consultation with the Company) to postpone or adjourn such meeting if (A) a postponement or adjournment is required by Law, (B) as of the time for which the Special Meeting is originally scheduled (as set forth in the Proxy Statement) there are insufficient Acquiror Ordinary Shares represented (either in person or by proxy) and voting to approve the Acquiror Shareholder Matters or to constitute a quorum necessary to conduct the business of the Special Meeting or (C) a postponement or adjournment is required to provide additional time to consummate the Transactions. Acquiror shall, following the Registration Statement Effectiveness Date, use its commercially reasonable efforts to take all actions necessary (in its discretion or at the request of the Company) to obtain the approval of the Acquiror Shareholder Matters at the Special Meeting, including as such Special Meeting may be adjourned or postponed in accordance with this Agreement, including by soliciting from its stockholders proxies in favor of the Acquiror Shareholder Matters and including in the Proxy Statement the Acquiror Board Recommendation. Each party shall keep the other party reasonably informed regarding all matters relating to the Acquiror Shareholder Matters and the Special Meeting, including by promptly furnishing any voting or proxy solicitation reports received by such party in respect of such matters and similar updates regarding any Acquiror Shareholder Redemptions.

(e) Other Filings. As promptly as reasonably practicable after the execution of this Agreement (or as promptly as reasonably practical after the occurrence of any event or circumstance requiring the filing, issuance or other submission or public disclosure of any such filing, notice, statement, report or other document), Acquiror, Pubco and the Company will, in consultation with each other, prepare and file, issue or submit or publicly disclose any other filings, notices, statements, reports or other documents required under, and in accordance with, the Exchange Act, the Securities Act, applicable NYSE listing rules, the Companies Act, DGCL or any other Laws relating to the Transactions (collectively, the "Other Filings"). At a reasonable time prior to the filing, issuance or other submission or public disclosure of any Other Filing, Acquiror, Pubco or the Company, as applicable, shall be given an opportunity to review and comment upon drafts of such Other Filings, all reasonable comments to be accepted and incorporated by the Party of whom such Other Filing is required, and give its prior written consent to the form thereof prior to filing, issuance, submission or disclosure thereof, such consent not to be unreasonably withheld, conditioned or delayed.

Section 7.03 Exclusivity.

(a) During the Interim Period, neither the Company, nor any of its Representatives acting on its behalf (including the Company Stockholders) will (and the Company will cause its Representatives (including the Company Stockholders) not to), directly or indirectly, initiate, solicit, encourage, provide any information with respect to, or participate in, discussions, negotiations or transactions with any Person (other than Acquiror and its Representatives (including the Insiders)), or enter into or deliver any agreement (including a confidentiality agreement, letter of intent, term sheet, indication of interest, indicative proposal or other agreement or instrument), with respect to any sale or other disposition (however effected) of all or substantially all of the assets of the Company or its Equity Securities other than the Transactions contemplated by this Agreement (a "Company Alternative Transaction") nor shall it permit any of its Representatives (including any Company Stockholder) to take, whether directly or indirectly, any action to solicit, initiate, continue or engage in discussions or negotiations with, or enter into any agreement with, or encourage or respond to any proposal with respect to a Company Alternative Transaction. The Company shall promptly advise Acquiror of any inquiry or proposal regarding a Company Alternative Transaction it may receive following the date hereof (including the terms related thereto). The Company and its Representatives (including the Company Stockholders) shall immediately discontinue any discussions or negotiations relating to any Company Alternative Transaction.

(b) During the Interim Period, neither Acquiror nor any of its Representatives acting on its behalf (including any Insider) will (and Acquiror will cause its Representatives (including any Insider) not to), directly or indirectly, initiate, solicit, encourage, provide any information with respect to, or participate in, discussions, negotiations and/or transactions with any person (other than the Company and its Representatives (including the Company Stockholders)), and/or enter into or deliver any agreement or instrument (including a confidentiality agreement, letter of intent, term sheet, indication of interest, indicative proposal or other agreement or instrument), with respect to any business combination transaction involving Acquiror and all or a material portion of the asset(s) and/or business(es) of any other person(s), whether by way of stock purchase, asset purchase, merger, business combination or otherwise, other than the Transactions contemplated by this Agreement (a "Acquiror Alternative Transaction") nor shall it permit any of its Representatives (including the Sponsor) to take, whether directly or indirectly, any action to solicit, initiate, continue or engage in discussions or negotiations with, or enter into any agreement with, or encourage or respond to any proposal with respect to a Acquiror Alternative Transaction. Acquiror and its Representatives (including any Inisder) shall immediately discontinue any and all discussions or negotiations relating to any Acquiror Alternative Transaction.

(c) Notwithstanding anything to the contrary, no Party shall be in breach of this Section 7.03 (including for the purposes of any of the conditions set forth in Section 8.02 or Section 8.03) unless and to the extent that such Party has committed a Willful Breach of this Section 7.03.

Section 7.04 Tax Matters.

(a) For U.S. federal income tax purposes (and for purposes of any applicable state or local income tax), each of Acquiror, Pubco, the Merger Subs and the Company intend that the Mergers constitute an integrated transaction that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code, and to consummate the Mergers in accordance with the provisions of Sections 368(a) of the Code, and that the Pubco Preferred Stock and Pubco Common Stock shall each constitute voting stock for purposes of Section 368 (collectively, the "Intended Income Tax Treatment"). Acquiror, Pubco, the Merger Subs and the Company will prepare and file all Tax Returns consistent with the Intended Income Tax Treatment set forth in this Section 7.04(a) and will not take any inconsistent position on any Tax Return or during the course of any audit, litigation or other proceeding with respect to Taxes, except as otherwise required by a determination within the meaning of Section 1313(a) of the Code. Each of Acquiror, Pubco, the Merger Subs and the Company agrees to promptly notify all other Parties of any challenge to the Intended Income Tax Treatment by any Governmental Authority. Acquiror, Pubco, the Merger Subs and the Company shall cooperate with each other and their respective counsel to document and support the treatment of the Mergers in a manner consistent with the Intended Income Tax Treatment, including by providing any factual support letters, if applicable.

(b) None of Acquiror, Pubco, the Merger Subs or the Company shall take or cause to be taken, or fail to take or cause to be taken, any action which could reasonably be expected to prevent the Mergers from qualifying for the Intended Income Tax Treatment. The Company, Acquiror, Pubco and the Merger Subs hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g). Neither Acquiror nor the Company shall take other action that is inconsistent with the tax characterization of the Intended Income Tax Treatment described in Section 7.04(a).

(c) All transfer, stamp, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes) incurred in connection with this Agreement and the transactions contemplated hereby ("Transfer Taxes") will be borne by the Company. Each of Acquiror, Pubco, the Merger Subs and the Company shall use commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Tax that could be imposed in connection with the transactions contemplated hereby.

Section 7.05 Confidentiality; Publicity.

(a) Acquiror acknowledges that the information being provided to it in connection with this Agreement and the Transactions is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. The Confidentiality Agreement shall survive the execution and delivery of this Agreement and shall apply to all information furnished thereunder or hereunder and any other activities contemplated thereby.

(b) None of Acquiror, the Company or any of their respective Affiliates shall make any public announcement or issue any public communication regarding this Agreement or the Transactions, or any matter related to the foregoing, without first obtaining the prior consent of the Company or Acquiror, as applicable (which consent shall not be unreasonably withheld, conditioned or delayed), except if such announcement or other communication is required by applicable Law, in which case Acquiror or the Company, as applicable, shall use their reasonable best efforts to coordinate such announcement or communication with the other Party, prior to announcement or issuance; provided, that each Party and its Affiliates may make announcements regarding the status and terms (including price terms) of this Agreement and the Transactions to their respective Representatives and indirect current or prospective limited partners or investors or otherwise in the ordinary course of their respective businesses, in each case, so long as such recipients are obligated to keep such information confidential without the consent of any other Party; and provided, further, that the foregoing shall not prohibit any Party from communicating with third parties to the extent necessary for the purpose of seeking any third party consent or with any Governmental Authorities under Section 7.01.

Section 7.06 Post-Closing Directors and Officers. Except as otherwise agreed in writing by the Company and Acquiror prior to the Closing, and conditioned upon the occurrence of the Closing, Acquiror shall take all such action within its power as may be necessary or appropriate such that effective as of the Acquisition Effective Time, the board of directors and officers of Pubco will be comprised of the persons listed on Schedule 7.06, which persons shall be agreed upon by Acquiror and the Company except that such board of directors shall include one (1) director chosen solely by the current board of directors of Acquiror.

Section 7.07 PIPE Investment. During the Interim Period, Acquiror and the Company shall use their reasonable best efforts to identify and obtain commitments from potential investors (the "PIPE Investors") for an investment in an aggregate amount of $5,000,000 to be consummated concurrently with the Closing ("PIPE Investment"). The terms of the PIPE Investment shall be mutually agreed upon by Acquiror and the Company and set forth in subscription or purchase agreements in form and substance satisfactory to each them (the "PIPE Agreements"). Acquiror will prepare the PIPE Agreements, or cause the PIPE Agreements to be prepared. The Company shall reasonably cooperate in obtaining the PIPE Investment and preparing the PIPE Agreements by, in a timely manner, (a) providing such information and assistance as the Acquiror may reasonably request, (b) granting such access to potential PIPE Investors and their representatives as may reasonably be necessary for their due diligence and (c) causing its and its Subsidiaries' respective senior management teams to participate in a reasonable number of meetings, presentations, road shows, drafting sessions, due diligence sessions with respect to the PIPE Investment, subject, in the case of clauses (a) and (b), to confidentiality obligations and similar restrictions that may be applicable to information furnished to the Company or any of its Subsidiaries by third parties, and except, in the case of clauses (a) and (b), for any information which (i) is prohibited from being disclosed by applicable Law or (ii) on the advice of legal counsel of the Company would result in the loss of attorney-client privilege or other privilege from disclosure. Acquiror shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to cause the PIPE Investment to be consummated on the terms set forth in the PIPE Agreements, including using its reasonable best efforts to (A) maintain in full force and effect the PIPE Agreements in accordance with the terms thereof, (B) satisfy on a timely basis all conditions to obtaining the PIPE Investment set forth in the PIPE Agreements that are applicable to Acquiror or any of its Subsidiaries and within the control of Acquiror or any of its Subsidiaries, (C) cause the investors to fund the PIPE Investment concurrently with the Closing, (D) comply on a timely basis with Acquiror's obligations under the PIPE Agreements, and (E) enforce Acquiror's rights under the PIPE Agreements.

ARTICLE VIII.
CONDITIONS TO OBLIGATIONS

Section 8.01 Conditions to Obligations of All Parties. The obligations of the Parties to consummate, or cause to be consummated, the Mergers are subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in writing by all of the Parties:

(a) Competition Approvals. The applicable waiting period under the HSR Act in respect of the Transactions shall have expired or been terminated, or it shall have been determined and agreed by the Parties that no filing or waiting period under the HSR Act is required in respect of the Transactions.

(b) No Prohibition. There shall not be in force and effect any (i) Law or (ii) Governmental Order by any Governmental Authority of competent jurisdiction, in either case, enjoining, prohibiting, or having the effect of making illegal the consummation of the Mergers.

(c) Acquiror Shareholder Approval. The Required Acquiror Shareholder Approval shall have been obtained.

(d) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(e) Company Noteholder Amendment. The Company Noteholder Amendment shall have been fully executed by the Company, Company Noteholders, and Pubco.

(f) A&R Registration Rights Agreement. Acquiror shall have delivered to the Company Stockholder a copy of the A&R Registration Rights Agreement duly executed by Acquiror and the Sponsor and the Company shall have delivered to Acquiror a copy of the A&R Registration Rights Agreement duly executed by each of the Company Securityholders listed on Schedule 8.01(f).

(g) Stock Exchange Approval. The Pubco Common Stock shall have been approved for listing on the NYSE, subject to official notice of issuance and the satisfaction of applicable NYSE round lot holder requirements.

(h) Registration Statement Effectiveness. The Registration Statement shall be effective in accordance with the provisions of the Securities Act, no stop order shall have been issued by the SEC that remains in effect with respect to the Registration Statement, and no proceeding seeking such a stop order shall have been threatened or initiated by the SEC which remains pending.

Section 8.02 Additional Conditions to Obligations of Acquiror Parties. The obligations of the Acquiror Parties to consummate, or cause to be consummated, the Mergers is subject to the satisfaction of the following additional conditions, any one or more of which may be waived (in whole or in part) in writing by Acquiror in its sole discretion:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Company contained in Section 3.01 (Corporate Organization of the Company), Section 3.02 (Subsidiaries) Section 3.03 (Due Authorization), Section 3.17 (Taxes) and Section 3.22 (Brokers' Fees) (collectively, the "Specified Representations") 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 material respects as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date).

(ii) The representations and warranties of the Company contained in Section 3.06 (Capitalization) shall be true and correct in all respects, other than *de minimis* inaccuracies, as of the Closing Date, as though then made.

(iii) Each of the other representations and warranties of the Company contained in ARTICLE III 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) as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

(b) Agreements and Covenants. The covenants and agreements of the Company in this Agreement to be performed as of or prior to the Closing shall have been performed in all material respects, except to the extent that any failure to perform or comply (other than a willful failure to perform or comply or failure to perform or comply with an agreement or covenant reasonably within the control of the Company) does not, or is not reasonably expected to constitute a Company Material Adverse Effect.

(c) Officer's Certificate. The Company shall have delivered to Acquiror a certificate, dated the Closing Date, to the effect that the conditions specified in Section 8.02(a) and Section 8.02(b) have been satisfied.

(d) Lockup Agreement. The Lockup Agreements shall have been duly executed and delivered to Acquiror.

(e) Employment Agreements. Employment agreements between Pubco and the individuals listed on Schedule 8.02(e), in a form reasonably acceptable to Aquiror and each such individual and containing customary non-compete provisions, shall have been duly executed by such individuals and delivered to Acquiror.

(f) Repayment of Employee Loans. Each Employee Loan, to the extent there are any, shall have been repaid in full prior to the Closing Date.

Section 8.03 Additional Conditions to the Obligations of the Company. The obligation of the Company to consummate or cause to be consummated the Transactions is subject to the satisfaction of the following additional conditions, any one or more of which may be waived (in whole or in part) in writing by the Company in its sole discretion:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Acquiror Parties contained in Section 4.01 (Organization), Section 4.02 (Subsidiaries), Section 4.03 (Authorization) and Section 4.11 (Brokers Fees) shall be true and correct (without giving any effect to any limitation as to "materiality" or any similar limitation set forth therein) in all respects as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date).

(ii) The representations and warranties of the Acquiror Parties contained in Section 4.17 (Capitalization) shall be true and correct in all respects, other than *de minimis* inaccuracies, as of the Closing Date, as though then made.

(iii) Each of the other representations and warranties of the Acquiror Parties contained 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) as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, an Acquiror Material Adverse Effect.

(b) Agreements and Covenants. The covenants and agreements of the Acquiror Parties in this Agreement to be performed as of or prior to the Closing shall have been performed in all material respects, except to the extent that any failure to perform or comply (other than a willful failure to perform or comply or failure to perform or comply with an agreement or covenant reasonably within the control of the Acquiror) does not, or is not reasonably expected to constitute an Acquiror Material Adverse Effect, and the certificate delivered by the Acquiror pursuant to Section 8.03(c) shall include a provision to such effect.

(c) Officer's Certificate. Acquiror shall have delivered to the Company a certificate signed by an officer of Acquiror, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 8.03(a) and Section 8.03(b) have been satisfied.

(d) Lockup Agreement. The Lockup Agreements shall have been duly executed and delivered to the required Company Stockholders and Company Noteholders.

(e) Trust Account. In accordance with and pursuant to the Trust Agreement, Acquiror shall have made all necessary and appropriate arrangements with the trustee to the Trust Account to have, subject to Section 6.03, all of the funds contained in the Trust Account disbursed to Pubco, all of the funds contained in the Trust Account shall have been actually disbursed to Pubco, and all such funds disbursed from the Trust Account to Pubco shall be available for use.

ARTICLE IX.
TERMINATION/EFFECTIVENESS

Section 9.01 Termination. This Agreement may be validly terminated and the Transactions may be abandoned at any time prior to the Closing only as follows (it being understood and agreed that this Agreement may not be terminated for any other reason or on any other basis):

(a) by mutual written agreement of Acquiror and the Company;

(b) by either Acquiror or the Company, if there shall be in effect any (i) Law or (ii) Governmental Order (other than, for the avoidance of doubt, a temporary restraining order), that (x) in the case of each of clauses (i) and (ii), permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Mergers, and (y) in the case of clause (ii) such Governmental Order shall have become final and non-appealable;

(c) by either Acquiror or the Company, if the Acquisition Effective Time has not occurred by 11:59 p.m., New York City time, on December 31, 2024 (the "Termination Date"); provided, however, that (i) if the SEC has not declared the Proxy Statement effective on or prior to December 31, 2024, the Termination Date shall be automatically extended to June 30, 2025 and (ii) in the event that any Investment Screening Law is enacted, after the date of this Agreement, by any Governmental Authority with effectiveness prior to the Closing that requires the consent of such Governmental Authority for the consummation of the Acquisition Merger, the Termination Date shall automatically be extended by 90 days from the effective date of such Investment Screening Law; provided, further, that the right to terminate this Agreement pursuant to this Section 9.01(c) will not be available to any Party whose material breach of any provision of this Agreement caused or resulted in the failure of the Merger to be consummated by such time;

(d) by either Acquiror or the Company, if Acquiror fails to obtain the Required Acquiror Shareholder Approval upon vote taken thereon at the Special Meeting (or at a meeting of its stockholders following any adjournment or postponement thereof); provided that the right to terminate this Agreement under this Section 9.01(d) shall not be available to any Party if such Party has materially breachedSection 7.02;

(e) by Acquiror, if the Company has breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in the failure of a condition set forth in Section 8.02(a) or Section 8.02(b) to be satisfied at the Closing and (ii) is not capable of being cured by the Company by the Termination Date or, if capable of being cured by the Company by the Termination Date, is not cured by the Company before the earlier of (x) the third (3rd) Business Day immediately prior to the Termination Date and (y) the 45th (forty-fifth) day following receipt of written notice from Acquiror of such breach or failure to perform; provided that Acquiror shall not have the right to terminate this Agreement pursuant to this Section 9.01(e) if it is then in material breach of any of its representations, warranties, covenants or other agreements contained in this Agreement;

(f) by the Company, if any of Acquiror, Pubco or the Merger Subs has breached or failed to perform any of its respective representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in the failure of a condition set forth in Section 8.03(a) or Section 8.03(b) to be satisfied at the Closing and (ii) is not capable of being cured by the Termination Date or, if capable of being cured by Acquiror, Pubco or the Merger Subs by the Termination Date, is not cured by Acquiror, Pubco or the Merger Subs, as applicable, before the earlier of (x) the 3rd (third) Business Day immediately prior to the Termination Date and (y) the 45th (forty-fifth) day following receipt of written notice from the Company of such breach or failure to perform; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.01(f) if it is then in material breach of any of its representations, warranties, covenants or other agreements contained in this Agreement; or

(g) by Acquiror, by written notice to the Company, if the Company fails to deliver the Company Stockholder Approval, duly executed by the Company Stockholders, within five (5) Business Days following the Registration Statement Effectiveness Date; provided that Acquiror shall have no right to terminate this Agreement pursuant to this Section 9.01(g) at any time following the delivery of the Company Stockholder Approval, even if the Company Stockholder Approval is delivered following such five (5) Business Day period.

Section 9.02 Effect of Termination. Except as otherwise set forth in this Section 9.02 or Section 10.13, in the event of the termination of this Agreement pursuant to Section 9.01, this Agreement shall forthwith become void and have no effect, without any liability on the part of any Party or its Affiliates, or its Affiliates' Representatives, other than liability of any Party for any Fraud or any Willful Breach of this Agreement by such Party occurring prior to such termination. The provisions of Section 5.03 (No Claim Against the Trust Account), Section 7.05 (Confidentiality; Publicity), this Section 9.02 (Effect of Termination) and ARTICLE X (Miscellaneous) (collectively, the "Surviving Provisions") and the Confidentiality Agreement, shall in each case survive any termination of this Agreement.

ARTICLE X.
MISCELLANEOUS

Section 10.01 Waiver. At any time and from time to time prior to the Closing, Acquiror and the Company may, to the extent legally allowed and except as otherwise set forth herein, (a) extend the time for the performance of any of the obligations or other acts of the other Party, as applicable; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto; and (c) subject to the requirements of applicable Law, waive compliance by the other Party with any of the agreements or conditions contained herein applicable to such Party (it being understood that Acquiror, Pubco and the Merger Subs shall each be deemed a single Party for purposes of this Section 10.01). Any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such Party. Any delay in exercising any right pursuant to this Agreement will not constitute a waiver of such right.

Section 10.02 Notices. All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

(i) If to Acquiror, Pubco or the Merger Subs to:

Battery Future Acquisition Corp.
8 The Green, #18195
Dover, Delaware 19901
Attn: Fanghan Sui
Email: morgan@bfacbatteryfuture.com

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

Graubard Miller
405 Lexington Avenue, 44th Floor
New York, New York 10174
Attention: Jeffrey M. Gallant and David A. Miller
Email: jgallant@graubard.com and dmiller@graubard.com

(ii) If to the Company to:

Class Over Inc.
450 7th Avenue, Suite 905
New York, New York 10123
Attention: Hui Luo (Stephanie)
Email: sluo@classover.com

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

RPCK Rastegar Panchal LLP
One Grand Central Place
60 East 42nd Street, Suite 3130
New York, New York 10165
Attention: Joshua Teitelbaum
Email: joshua.teitelbaum@rpck.com

or to such other address or addresses as the Parties may from time to time designate in writing. Without limiting the foregoing, any Party may give any notice, request, instruction, demand, document or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, ordinary mail or electronic mail), but no such notice, request, instruction, demand, document or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended.

Section 10.03 Assignment. No Party shall assign this Agreement or any part hereof without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 10.03 shall be null and void, *ab initio.*

Section 10.04 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; provided that notwithstanding the foregoing (a) in the event the Closing occurs, D&O Indemnitees are intended third-party beneficiaries of, and may enforce, Section 6.01, (b) the Non-Recourse Parties are intended third-party beneficiaries of, and may enforce, Section 10.14 and (c) the Company Securityholders are intended third-party beneficiaries of, and may enforce, Section 10.17.

Section 10.05 Expenses. Except as otherwise expressly provided herein, each Party shall bear its own expenses incurred in connection with this Agreement and the Transactions whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisors and accountants; provided that any fees payable in respect of the filing of the Registration Statement and any fees relating to any filings under Competition Laws (including the HSR Act) and Investment Screening Laws shall be borne by the Company.

Section 10.06 Governing Law. This Agreement, and all Actions or causes of action based upon, arising out of, or related to this Agreement or the Transactions, shall be governed by, and construed in accordance with, the internal substantive Laws of the State of Delaware applicable to contracts entered into and to be performed solely within such state, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 10.07 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.08 Schedules and Exhibits. The Schedules and Exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Certain information set forth in the Schedules is included solely for informational purposes. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 10.09 Entire Agreement. This Agreement (together with the Schedules and Exhibits to this Agreement), the other Transaction Agreements and Confidentiality Agreement constitute the entire agreement among the Parties relating to the transactions contemplated hereby and thereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the Transactions.

Section 10.10 Amendments. This Agreement may be amended or modified in whole or in part, only by an agreement in writing executed by each of the Parties in the same manner as this Agreement and which makes reference to this Agreement. The approval of this Agreement by the stockholders of any of the Parties shall not restrict the ability of the board of directors (or other body performing similar functions) of any of the Parties to terminate this Agreement in accordance with Section 9.01 or to cause such Party to enter into an amendment to this Agreement pursuant to thisSection 10.10.

Section 10.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law.

Section 10.12 Jurisdiction; WAIVER OF TRIAL BY JURY. Any Action based upon, arising out of or related to this Agreement or the Transactions shall be brought in the Delaware Court of Chancery, and if the Delaware Court of Chancery does not have or take jurisdiction over such Action, any other federal or state courts located in the State of Delaware, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the Transactions in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 10.12. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

Section 10.13 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 9.01, this being in addition to any other remedy to which they are entitled under this Agreement or any Transaction Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not allege, and each Party hereby waives the defense, that the other Parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.13 shall not be required to provide any bond or other security in connection with any such injunction.

Section 10.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the Transactions may only be brought against, the Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a Party (and then only to the extent of the specific obligations undertaken by such Party in this Agreement), (a) no past, present or future director, officer, employee, sponsor, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any Party and (b) no past, present or future director, officer, employee, sponsor, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Acquiror, Pubco or the Merger Subs under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the Transactions (each of the Persons identified in clauses (a) or (b), a "Non-Recourse Party", and collectively, the "Non-Recourse Parties"). For the avoidance of doubt, this Section 10.14 shall not apply to any express obligation of any named party to any other Transaction Agreements under the express terms of such Transaction Agreement.

Section 10.15 Non-Survival. Notwithstanding anything herein or otherwise to the contrary, none of the representations, warranties, covenants, obligations or other agreements of the Parties contained in this Agreement or in any certificate 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, from and after the Closing, no Action shall be brought and no recourse shall be had against or from any Person in respect of such non-surviving representations, warranties, covenants or agreements, other than in the case of Fraud against the Party committing such Fraud. All such representations, warranties, covenants, obligations and other agreements shall terminate and expire upon the occurrence of the Acquisition Effective Time (and there shall be no liability after the Closing in respect thereof). Notwithstanding the foregoing, (a) those covenants and agreements contained herein that by their terms expressly require performance after the Closing shall survive the Acquisition Effective Time but only with respect to that portion of such covenant or agreement that is expressly to be performed following the Closing, and (b) this ARTICLE X shall survive the Closing. For the avoidance of doubt, the terms of the Lockup Agreement and A&R Registration Rights Agreement shall not be affected by this Section 10.15.

Section 10.16 Non-Reliance. Each of the Parties acknowledges and agrees (on its own behalf and on behalf of its respective Affiliates and its and their respective Representatives) that: (a) it has conducted its own independent investigation of the financial condition, results of operations, assets, liabilities, properties and projected operations of the other Parties (and, in the case of the Company, its Subsidiaries) and has been afforded satisfactory access to the books and records, facilities and personnel of the other Parties (and their respective Subsidiaries) for purposes of conducting such investigation; (b) the representations and warranties in ARTICLE III constitute the sole and exclusive representations and warranties in respect of the Company and its Subsidiaries; (c) the representations and warranties in ARTICLE IV constitute the sole and exclusive representations and warranties in respect of Acquiror, Pubco and the Merger Subs; (d) except for the representations and warranties in ARTICLE III by the Company and the representations and warranties in ARTICLE IV by the Acquiror Parties, none of the Parties or any other Person (including any of the Non-Recourse Parties) makes, or has made, any other express or implied representation or warranty with respect to any Party (or any Party's Subsidiaries), including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the such Party or its Subsidiaries or the transactions contemplated by this Agreement and all other representations and warranties of any kind or nature expressed or implied (including (i) regarding the completeness or accuracy of, or any omission to state or to disclose, any information, including in the estimates, projections or forecasts or any other information, document or material provided to or made available to any Party or their respective Affiliates or Representatives in certain "data rooms," management presentations or in any other form in expectation of the Transactions, including meetings, calls or correspondence with management of any Party (or any Party's Subsidiaries), and (ii) any relating to the future or historical business, condition (financial or otherwise), results of operations, prospects, assets or liabilities of any Party (or its Subsidiaries), or the quality, quantity or condition of any Party's or its Subsidiaries' assets) are specifically disclaimed by all Parties and their respective Subsidiaries and all other Persons (including the Representatives and Affiliates of any Party or its Subsidiaries); and (e) neither Party nor any of its Affiliates is relying on any representations and warranties in connection with the Transactions except the representations and warranties in ARTICLE III by the Company and the representations and warranties in ARTICLE IV by the Acquiror Parties. The foregoing does not limit any rights of any Party (or any other Person party to any other Transaction Agreements) pursuant to any other Transaction Agreement against any other Party (or any other Person party to any other Transaction Agreements) pursuant to such Transaction Agreement to which it is a party or an express third party beneficiary thereof.

Section 10.17 Waiver of Conflicts Regarding Representations; Non-Assertion of Attorney-Client Privilege.

(a) Conflicts of Interest.

(i) The Parties, including on behalf of their respective successors and assigns, hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (A) the stockholders or holders of other Equity Interests of any Acquiror Party and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than an Acquiror Party) (collectively, the "Acquiror Group"), on the one hand, and (B) an Acquiror Party and/or any member of the Company Group (as defined below), on the other hand, any legal counsel, including Graubard Miller ("Graubard"), that represented an Acquiror Party or a member of the Acquiror Group prior to the Closing may represent any member of the Acquiror Group in such dispute even though the interests of such Persons may be directly adverse to the Acquiror Party, and even though such counsel may have represented Acquiror in a matter substantially related to such dispute, or may be handling ongoing matters for the Acquiror Party and/or another member of the Acquiror Group. Acquiror, Pubco and the Company shall not seek to or have Graubard disqualified from any such representation with respect to this Agreement or the Transactions based upon the prior representation of the Acquiror Group by Graubard. The Parties hereby waive any potential conflict of interest arising from such prior representation and each Party shall cause its respective Affiliates to consent to waive any potential conflict of interest arising from such representation. Each Party acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that such Party has consulted with counsel in connection therewith. Acquiror, Pubco and the Company, including on behalf of their respective successors and assigns, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Agreement or the Transactions contemplated hereby or thereby) between or among Acquiror, Pubco, Sponsor and/or any other member of the Acquiror Group, on the one hand, and Graubard on the other hand, the attorney/client privilege and the expectation of client confidence shall survive the Closing and belong to the Acquiror Group after the Closing, and shall not pass to or be claimed or controlled by Pubco.

(ii) The Parties, including on behalf of their respective successors and assigns, hereby agree that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing between or among (x) the stockholders or holders of other Equity Interests of Company and/or any of its Subsidiaries and/or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Company or its Subsidiaries) (collectively, the "Company Group"), on the one hand, and (y) Company and/or any member of the Acquiror Group, on the other hand, any legal counsel, including RPCK Rastegar Panchal LLP ("RPCK"), that represented Company or any of its Subsidiaries or another member of the Company Group prior to the Closing may represent any member of the Company Group in such dispute even though the interests of such Persons may be directly adverse to Company, and even though such counsel may have represented Company in a matter substantially related to such dispute, or may be handling ongoing matters for Company and/or a member of the Company Group. Acquiror, Pubco and the Company shall not seek to or have RPCK disqualified from any such representation with respect to this Agreement or the Transactions based upon the prior representation of the Company Group by RPCK. The Parties hereby waive any potential conflict of interest arising from such prior representation and each Party shall cause its respective Affiliates to consent to waive any potential conflict of interest arising from such representation. Each Party acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that such Party has consulted with counsel in connection therewith. Acquiror, Pubco and the Company, including on behalf of their respective successors and assigns, further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Agreement or the Transactions contemplated hereby or thereby) between or among Company and its Subsidiaries, the Company Stockholders, Company Noteholders and/or any other member of the Company Group, on the one hand, and RPCK on the other hand, the attorney/client privilege and the expectation of client confidence shall survive the Closing and belong to the Company Group after the Closing, and shall not pass to or be claimed or controlled by Pubco.

(b) Non-Exclusivity. The covenants, consents and waivers contained in this Section 10.17 shall not be deemed exclusive of any other rights to which Graubard and/or RPCK are entitled whether pursuant to law, contract or otherwise.

(c) Attorney-Client Privilege. Each of Acquiror, Pubco, the Merger Subs and the Company (each on behalf of itself and its Affiliates) waives and shall not assert any attorney-client privilege, attorney work-product protection or expectation of client confidence with respect to any communication between Prior Counsel, on the one hand, and any Designated Person or any of the Company and its Subsidiaries (collectively, the "Pre-Closing Designated Persons"), or any advice given to any Pre-Closing Designated Person by Prior Counsel, occurring during one or more Existing Representations (collectively, "Pre-Closing Privileges") in connection with any Post-Closing Representation, including in connection with a dispute between any Designated Person and one or more of Acquiror, Pubco, the Merger Subs, the Company and their respective Affiliates, it being the intention of the Parties that all rights to such Pre-Closing Privileges, and all rights to waiver or otherwise control such Pre-Closing Privilege, shall be retained by the Company Stockholder, and shall not pass to or be claimed or used by Pubco, Acquiror or the Company and its Subsidiaries, except as expressly provided in the last sentence of this Section 10.17(c). Notwithstanding the foregoing, in the event that a dispute arises between Pubco, Acquiror or any of the Company and its Subsidiaries on the one hand, and a third party other than a Designated Person on the other hand, the Company shall (and shall cause its Affiliates to) assert the Pre-Closing Privileges on behalf of the Designated Persons to prevent disclosure of Privileged Materials to such third party; provided, however, that such privilege may be waived only with the prior written consent, and shall be waived upon the written instruction, of the Company Stockholder.

(d) Enforceability; Irrevocability. This Section 10.17 is intended for the benefit of, and shall be enforceable by, the Acquiror Group and the Company Group. This Section 10.17 shall be irrevocable, and no term of this Section 10.17 may be amended, waived, or modified without the prior written consent of Graubard or RPCK, as applicable.

(e) Privileged Materials. All such Pre-Closing Privileges, and all books and records and other documents of the Company and its Subsidiaries containing any advice or communication that is subject to any Pre-Closing Privilege ("Privileged Materials"), shall be excluded from the Transactions and, notwithstanding anything herein or otherwise to the contrary, be distributed to the Company Stockholders (on behalf of the applicable Designated Persons) immediately prior to the Closing with (in the case of such books and records) no copies retained by the Company and its Subsidiaries. Absent the prior written consent of the Company Stockholder, none of Pubco, Acquiror nor (following the Closing) the Company shall have a right of access to Privileged Materials. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with the Acquiror under a common interest agreement shall remain the privileged communications or information of the Surviving Acquisition Corporation.

Section 10.18 Currency. All references to currency amounts in this Agreement shall mean United States dollars.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement and Plan of Merger to be duly executed as of the date hereof.

BATTERY FUTURE ACQUISITION CORP.
A Cayman Islands exempt company

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

CLASSOVER HOLDINGS, INC.
A Delaware corporation

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

BFAC MERGER SUB 1, CORP.
A Delaware corporation

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

BFAC MERGER SUB 2, CORP.
A Delaware corporation

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

CLASS OVER INC.
A Delaware corporation

By: /s/ Hui Luo
Name: Hui Luo
Title: CEO

[*Signature Page to Merger Agreement*]

EXHIBIT 10.1

INSIDER SUPPORT AGREEMENT

This **INSIDER SUPPORT AGREEMENT** (this "**Agreement**"), dated as of May 12, 2024, is made by and among Camel Bay, LLC, a Delaware limited partnership ("**Insider**"), Battery Future Acquisition Corp., a Cayman Islands exempted company (the "**Acquiror**"), Class Over Inc., a Delaware corporation (the "**Company**"). Insider, the Acquiror and the Company are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**." Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, as of the date hereof, Insider is the holder of record and the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of 4,193,695 Acquiror Class B Ordinary Shares and holds an irrevocable proxy to vote 3,006,205 Acquiror Class B Ordinary Shares held of record by third parties (collectively, the "**Shares**");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Acquiror, Classover Holdings Inc., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Pubco**"), BFAC Merger Sub 1, Corp. a Delaware corporation and wholly-owned subsidiary of Pubco ("**Merger Sub 1**"), BFAC Merger Sub 2, Corp., a Delaware corporation and wholly-owned subsidiary of Pubco ("**Merger Sub 2**" and, together with Merger Sub 1, the "**Merger Subs**"), and the Company have entered into an Agreement and Plan of Merger (the "**Merger Agreement**");

WHEREAS, upon the terms and subject to the conditions set forth therein and in accordance with the applicable provisions of the Companies Act and the DGCL, (i) Merger Sub 1 will merge with and into Acquiror (the "**Reorganization Merger**"), with Acquiror being the surviving corporation of the Reorganization Merger and a wholly owned subsidiary of Pubco and the securityholders of Acquiror becoming securityholders of Pubco, and (ii) Merger Sub 2 will merge with and into the Company (the "**Acquisition Merger**" and together with the Reorganization Merger the "**Mergers**"), with the Company being the surviving corporation of the Acquisition Merger and a wholly owned subsidiary of Pubco and the securityholders of the Company becoming securityholders of Pubco; and

WHEREAS, as an inducement to the Acquiror, Pubco, Merger Subs and the Company to enter into the Merger Agreement and to consummate the transactions contemplated therein, the Parties desire to agree to certain matters as set forth herein.

NOW, **THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consent to Merger.**

(a) The Insider (in its capacity as a stockholder of Acquiror and on behalf of itself) hereby agrees to vote (or cause to be voted) at any meeting of the shareholders of Acquiror or adjournment or postponement thereof (each, a "**Special Meeting**"), and in any action by written resolution of the stockholders of Acquiror (each, a "**Written Resolution**"), all of the Insider's Subject Acquiror Equity Securities (as defined below) and all other equity securities of Acquiror such Insider Party is entitled to vote on the matter in favor of the Transactions (including the adoption of the Merger Agreement and the other Transaction Agreements) and the other Acquiror Shareholder Matters, and against any action, proposal, transaction, agreement or other matter presented at a Special Meeting or the subject of a Written Resolution that would reasonably be expected to (i) result in a breach of Acquiror's covenants, agreements or obligations under the Merger Agreement, (ii) cause any of the conditions to the Closing set forth in Article VIII of the Merger Agreement not to be satisfied or (iii) otherwise materially impede, materially interfere with, materially delay, materially discourage, materially and adversely affect or materially inhibit the timely consummation of, the transactions contemplated by the Merger Agreement or the other Transaction Agreements.

(b) The Insider agrees, except in a manner not in direct or indirect contravention or breach of the Merger Agreement or any Transaction Agreement, not to make, or in any manner participate in, directly or indirectly, a "solicitation" of "proxies" or consents (as such terms are used in the rules of the SEC) or powers of attorney or similar rights to vote, or seek to advise or influence any Person with respect to the voting of, any equity interests of Acquiror in connection with any vote or other action with respect to the Transactions or any Transaction Agreement, other than to recommend that the Acquiror Stockholders vote in favor of the Transactions, including the adoption of the Merger Agreement and the other Transaction Agreements (and any actions required in furtherance thereof and otherwise as expressly provided in this Section 1).

(c) The Insider agrees not to commence or bring in any claim challenging the validity of any provision of this Agreement.

(d) The Shares and any other Acquiror Ordinary Shares that the Insider holds of record or beneficially as of any determination time are hereinafter referred to as the "Subject Acquiror Equity Securities." In the event of any equity dividend or distribution, or any change in the equity interests of Acquiror by reason of any equity dividend or distribution, equity split, recapitalization, combination, conversion, exchange of equity interests or the like prior to the Closing, the term "**Subject Acquiror Equity Securities**" shall be deemed to refer to and include all such equity dividends and distributions and any equity interests into which or for which any or all of the Subject Acquiror Equity Securities may be changed or exchanged or which are received in such transaction.

2. **Transfer Restrictions.**

(a) Insider agrees that, during the period from the date hereof through the earlier of the Closing and the Termination Date, except as contemplated by this Agreement and the Merger Agreement, it shall not, and shall cause its Affiliates not to, without the prior written consent of the Company (which consent may be given or withheld by the Company in its sole discretion), directly or indirectly: (i) (A) offer for sale, sell (including short sales), transfer, tender, hypothecate, pledge, convert, encumber, assign or otherwise dispose of, directly or indirectly (including by gift, merger, tendering into any tender offer or exchange offer or otherwise), (B) make any other Transfer as defined in that certain Letter Agreement, dated as of December 14, 2021, by and among Acquiror, Insider and members of the board of directors and/or management team of Acquiror (the " **Letter Agreement**"), or (C) enter into any contract, option, derivative, swap, hedging or other agreement or arrangement or understanding (including any profit sharing arrangement) with respect to, or consent to, a transfer to another, in whole or in part, any of the economic consequences of ownership of (collectively, a "**Transfer**"), any or all of the Subject Acquiror Equity Securities held by it, or (ii) grant any proxies or powers of attorney with respect to any or all of the Subject Acquiror Equity Securities held by it (except in connection with voting by proxy at a Special Meeting as contemplated in Section 1), or (iii) permit to exist any Lien with respect to any or all of the Subject Acquiror Equity Securities held by it, other than those created by this Agreement or the Letter Agreement; *provided*, that any Lien with respect to the Subject Acquiror Equity Securities that would not prevent, impair or delay its ability to comply with the terms and conditions of this Agreement shall be permitted and shall not be deemed to violate the restrictions contained above. Notwithstanding the foregoing, this Section 2(a) shall not prohibit a Transfer by the Insider of any of the Subject Acquiror Equity Securities held by it, (A) to Acquiror's officers or directors, any Affiliate or family member of any of Acquiror's officers or directors, any Affiliate of Insider or to any members or partners of Insider or any of their Affiliates; (B) by gift to a member of such individual's immediate family or to a trust, the beneficiary of which is a member of such individual's immediate family, an affiliate of such individual or to a charitable organization; (C) by virtue of laws of descent and distribution upon death of such individual; (D) pursuant to a qualified domestic relations order; or (E) by private sales or transfers made in connection with any forward purchase agreement, subscription agreement or similar arrangement or in connection with the consummation of an initial business combination at prices no greater than the price at which the securities were originally purchased; *provided*, that, in each case, such Transfer shall be permitted only if, prior to or in connection with such Transfer, the transferee agrees in writing to assume all of the obligations of Insider hereunder and to be bound by the terms of this Agreement.

(b) Any Transfer in violation of this Section 2 shall be null and void ab initio.

(c) The Insider irrevocably and unconditionally agrees that, from the date hereof and until the termination of this Agreement, the Insider shall not elect to cause Acquiror to redeem any Acquiror Ordinary Shares now or at any time legally or beneficially owned by the Insider, or submit or surrender any of its Acquiror Ordinary Shares for redemption, in connection with the transactions contemplated by the Merger Agreement or otherwise.

3. **Waiver of Anti-dilution Protection**. With respect to its Acquiror Ordinary Shares, the Insider hereby waives and shall refrain from asserting or perfecting, subject to, conditioned upon and effective as of immediately prior to the occurrence of the Closing (for itself and for its successors and assigns), to the fullest extent permitted by Law and the Acquiror Organizational Documents, any rights to adjustment of the conversion ratio with respect to the shares of Acquiror Common Stock owned by the Insider set forth in the Acquiror Organizational Documents or otherwise (including the rights set forth in Section 17.3 of the Acquiror Organizational Documents). Notwithstanding anything to the contrary contained herein, the Insider shall not be prohibited from waiving, asserting or perfecting any of the foregoing rights in the event the Merger Agreement is validly terminated in accordance with its terms. If this Agreement is terminated, then this Section 3 shall be deemed null and void ab initio.

4. **Other Covenants.**

(a) From the date hereof through the earlier of the Closing and the Termination Date, the Insider shall not, and the Insider shall instruct its Affiliates and representatives not to, (i) make any proposal or offer that constitutes an Acquiror Alternative Transaction, (ii) initiate any discussions or negotiations with any Person with respect to a Acquiror Alternative Transaction or (iii) enter into any acquisition agreement, business combination, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Acquiror Alternative Transaction, in each case, other than to or with the Company and its affiliates and representatives. From and after the date hereof, the Insider shall, and shall instruct its Affiliates and representatives to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to any Acquiror Alternative Transaction.

(b) From the date hereof through the earlier of the Closing and the Termination Date, the Insider hereby agrees to provide to Acquiror, the Company and their respective Representatives any information in its possession or control regarding the Insider or the Subject Acquiror Equity Securities that is reasonably requested by Acquiror, the Company or their respective representatives and is required in order for the Company and Acquiror to comply with Section 6.03 (Trust Account Proceeds), Section 7.02 (Registration Statement; Proxy Statement; Special Meeting) and Section 7.05 (Confidentiality; Publicity) of the Merger Agreement. To the extent required by applicable Law, the Insider hereby authorizes the Company and Acquiror to publish and disclose in any announcement or disclosure required by the SEC, Nasdaq or the Registration Statement and Proxy Statement (including all documents and schedules filed with the SEC in connection with the foregoing), the Insider's identity and ownership of the Subject Acquiror Equity Securities and the nature of the Insider's commitments and agreements under this Agreement, the Merger Agreement and any other Transaction Agreements; *provided*, that such disclosure is made in compliance with the provisions of the Merger Agreement.

(c) Each Insider Party and Insider acknowledges and agrees that the Company is entering into the Merger Agreement in reliance upon the Insider entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the agreements, covenants and obligations contained in this Agreement and but for the Insider entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the agreements, covenants and obligations contained in this Agreement, the Company would not have entered into or agreed to consummate the Transactions or the Transaction Agreements.

5. **Insider Party Representations and Warranties.** The Insider represents and warrants to Acquiror and the Company as follows:

(a) ***Ownership***. The Insider owns free and clear of all Liens (other than transfer restrictions under applicable securities Laws) the number of Subject Acquiror Equity Securities held by it set forth opposite the Insider's name on the signature page to this Agreement. The Insider has, and will have at all times during the term of this Agreement, the sole voting power with respect to the Subject Acquiror Equity Securities held by it. Except as set forth in the recitals to this Agreement, such Subject Acquiror Equity Securities are the only equity securities in Acquiror owned of record or beneficially by such Insider Party on the date of this Agreement, and none of such Subject Acquiror Equity Securities is subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Subject Acquiror Equity Securities, except as provided hereunder. Such Insider Party does not hold or own any rights to acquire (directly or indirectly) any equity interests in Acquiror or any equity securities convertible into, or that can be exchanged for, equity securities of Acquiror, other than those rights associated with such Subject Acquiror Equity Securities.

(b) ***Organization***. The Insider is duly organized, validly existing and in good standing (where applicable) under the Laws of the jurisdiction in which it is incorporated, organized or constituted, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the Insider's corporate or organizational powers and have been duly authorized by all necessary corporate or organizational action on the part of the Insider. The Insider has full legal capacity, right and authority to execute and deliver this Agreement and to perform the Insider's obligations hereunder.

(c) ***Authority***. This Agreement has been duly executed and delivered by the Insider and, assuming the due authorization, execution and delivery hereof by the other Parties hereto, this Agreement constitutes a legally valid and binding obligation of the Insider, enforceable against the Insider in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into this Agreement on behalf of the Insider.

(d) ***Non-Contravention***. The execution and delivery of this Agreement by the Insider does not, and the performance by the Insider of its obligations hereunder will not, (i) result in a violation of applicable Law, except for such violations which would not reasonably be expected, individually or in the aggregate, to have a material adverse effect upon the Insider's ability to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement, (ii) conflict with or result in a violation of the governing documents of the Insider, or (iii) require any consent or approval that has not been given or other action that has not been taken by any Person (including under any Contract binding upon the Insider or the Subject Acquiror Equity Securities).

(e) ***Legal Proceedings***. As of the date of this Agreement, there is no Action pending against, or to the knowledge of the Insider, threatened against the Insider or any of its Affiliates, by or before (or that would be by or before) any Governmental Authority that, if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected, individually or in the aggregate, to have a material adverse effect upon the ability of the Insider to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement. None of the Insider or any of its Affiliates is subject to any Governmental Order that would reasonably be expected, individually or in the aggregate, to have a material adverse effect upon the ability of the Insider to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement or the Merger Agreement.

(f) ***Brokers' Fees***. Except for the fees described in Schedule 4.11 of the Merger Agreement, no investment banker, broker, finder or other intermediary is entitled to a fee or commission from the Insider in respect of the Merger Agreement, this Agreement or any of the respective Transactions and hereby based upon any arrangement or agreement made by the Insider.

6. **Termination**. This Agreement shall automatically terminate, without any notice or other action by any Party, upon the valid termination of the Merger Agreement in accordance with its terms, and upon such termination, this Agreement shall be null and void and of no effect whatsoever, and the Parties hereto shall have no rights or obligations under this Agreement.

7. **No Recourse**. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement may be made only against, the Parties. Except to the extent a Party hereto (and then only to the extent of the specific obligations undertaken by such Party herein), (i) no past, present or future director, manager, officer, employee, incorporator, member, partner, direct or indirect equityholder, Affiliate, agent, attorney, advisor or representative or Affiliate of a Party, (ii) no past, present or future director, officer, employee, incorporator, member, partner, direct or indirect equityholder, shareholder, Affiliate, agent, attorney, advisor or representative or Affiliate of a Party and (iii) no successor, heir or representative of a Party shall have any liability (whether in Contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Parties under this Agreement for any claim based on, arising out of, or related to this Agreement.

8. **Fiduciary Duties**. Notwithstanding anything in this Agreement to the contrary, (a) the Insider makes no agreement or understanding herein in any capacity other than in the Insider's capacity as a record holder and beneficial owner of the Subject Acquiror Equity Securities, and not, as applicable, in the Insider's capacity as a director, officer or employee of Acquiror and (b) nothing herein will be construed to limit or affect any action or inaction by the Insider or any other Person (including any Affiliate or representative of the Insider) serving as a member of the board of directors (or other similar governing body) of Acquiror or as an officer or employee of Acquiror, in each case, acting in such Person's capacity as a director, officer or employee of Acquiror.

9. **No Third-Party Beneficiaries**. Except as set forth in Section 7, this Agreement shall be for the sole benefit of the Parties and their respective successors and permitted assigns and is not intended, nor shall be construed, to give any Person, other than the Parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever by reason this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties, partners or participants in a joint venture.

10. **Remedies**. The Parties agree that irreparable damage for which monetary damages would be insufficient would occur in the event that any Party does not perform his or its respective obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that each Party shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without posting a bond or undertaking and without proof of damages and this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

11. **Fees and Expenses**. Except as otherwise expressly set forth in the Merger Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; *provided*, that any such fees and expenses incurred by the Insider on or prior to the Effective Time shall, in the sole discretion of the Insider, be allocated to Acquiror and deemed to be Acquiror Transaction Expenses.

12. **No Ownership Interest**. Nothing contained in this Agreement will be deemed to vest in the Company or any of their Affiliates or Acquiror or any of its Affiliates any direct or indirect ownership or incidents of ownership of or with respect to the Subject Acquiror Equity Securities held by the Insider. All rights, ownership and economic benefits of and relating to the Subject Acquiror Equity Securities held by the Insider shall remain vested in and belong to the Insider, and the Company and Acquiror (and each of their respective Affiliates) shall have no authority to exercise any power or authority to direct the Insider in the voting of any Subject Acquiror Equity Securities held by it. Except as otherwise set forth in this Agreement, the Insider shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the Acquiror Shareholders.

13. **Amendments and Waivers**. Any provision of this Agreement may be amended or modified in whole or in part only by an agreement in writing and signed by the Parties, and any provision of this Agreement may be waived if such waiver is in writing and signed by the Party or Parties against whom such waiver is sought. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

14. **Assignment**. None of this Agreement or any of the rights, interests or obligations hereunder shall be assignable by a Party without the prior written consent of the other Parties hereto. Any attempted amendment or assignment of this Agreement not in accordance with the terms of this Section 14 shall be null and void ab initio. This Agreement shall be binding on and inure to the benefit of, the Parties and their respective successors, heirs, personal representatives and assigns and permitted transferees.

15. **Notices**. Any notice, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail, return receipt requested, postage prepaid, (iii) when delivered by FedEx or another nationally recognized overnight delivery service or (iv) when delivered by email (unless an "undeliverable" or similar message is received with respect to each email address provided in or pursuant to this Section 22 for the applicable Party) (provided, that, any such notice or other communication delivered in the manner described in any of the preceding clauses (i), (ii) and (iii) shall also be delivered by email no later than 24 hours after being dispatched in the manner described in the preceding clause (i), (ii) or (iii), as applicable), in each case, addressed as follows:

If to the Insider or Acquiror, to:

Battery Future Acquisition Corp.
8 The Green, #18195
Dover, Delaware 19901
Attention: Fanghan Sui
Email: morgan@bfacbatteryfuture.com

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

Graubard Miller
405 Lexington Avenue, 44th Floor
New York, New York 10174
Attention: Jeffrey M. Gallant and David A. Miller
Email: jgallant@graubard.com and dmiller@graubard.com

If to the Company, to:

Class Over Inc.
450 7th Avenue, Suite 905
New York, NY 10123
Attention: Hui Luo (Stephanie)
Email: sluo@classover.com

with a copy (which shall not constitute notice) to

RPCK Rastegar Panchal LLP
One Grand Central Place
60 East 42nd Street, Suite 3130
New York, NY 10165
Attention: Joshua Teitelbaum
Email: joshua.teitelbaum@rpck.com

16. **Incorporation by Reference**. Sections 10.06 (Governing Law), 10.07 (Captions; Counterparts) 10.09 (Entire Agreement), 10.11 (Severability), and 10.12 (Jurisdiction; WAIVER OF TRIAL BY JURY) of the Merger Agreement are incorporated herein and shall apply to this Agreement mutatis mutandis.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACQUIROR:

BATTERY FUTURE ACQUISITION CORP.

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

COMPANY:

CLASS OVER INC.

By: /s/ Hui Luo
Name: Hui Luo
Title: CEO

INSIDER:

CAMEL BAY, LLC

By: /s/ Ling Shi
Name: Ling Shi
Title: Managing Member

4,193,695
(No. of Acquiror Ordinary Shares Owned)

[*Signature Page to Insider Support Agreement*]

EXHIBIT 10.2

COMPANY SUPPORT AGREEMENT

This **COMPANY SUPPORT AGREEMENT** (this "**Agreement**"), dated as of May 12, 2024, is made by and among the stockholders listed on Exhibit A hereto (each, a "**Stockholder**"), Battery Future Acquisition Corp., a Cayman Islands exempted company (the "**Acquiror**"), and Class Over Inc., a Delaware corporation (the "**Company**"). The Stockholders, the Acquiror and the Company are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**." Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, as of the date hereof, each Stockholder owns the number of shares of the Company's common stock ("**Company Common Stock**") as set forth on **Exhibit A** hereto (the "**Shares**");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Acquiror, Classover Holdings Inc., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Pubco**"), BFAC Merger Sub 1, Corp. a Delaware corporation and wholly-owned subsidiary of Pubco ("**Merger Sub 1**"), BFAC Merger Sub 2, Corp., a Delaware corporation and wholly-owned subsidiary of Pubco ("**Merger Sub 2**" and, together with Merger Sub 1, the "**Merger Subs**"), and the Company have entered into an Agreement and Plan of Merger (the "**Merger Agreement**");

WHEREAS, upon the terms and subject to the conditions set forth therein and in accordance with the applicable provisions of the Companies Act and the DGCL, (i) Merger Sub 1 will merge with and into Acquiror (the "**Reorganization Merger**"), with Acquiror being the surviving corporation of the Reorganization Merger and a wholly owned subsidiary of Pubco and the securityholders of Acquiror becoming securityholders of Pubco, and (ii) Merger Sub 2 will merge with and into the Company (the "**Acquisition Merger**" and together with the Reorganization Merger the "**Mergers**"), with the Company being the surviving corporation of the Acquisition Merger and a wholly owned subsidiary of Pubco and the securityholders of the Company becoming securityholders of Pubco; and

WHEREAS, as an inducement to the Acquiror, Pubco, Merger Subs and the Company to enter into the Merger Agreement and to consummate the transactions contemplated therein, the Parties desire to agree to certain matters as set forth herein.

NOW, **THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Voting Agreements**. Each Stockholder, in its capacity as a stockholder of the Company, agrees that, at any meeting of the Company's stockholders related to the transactions contemplated by the Merger Agreement (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof) and/or in connection with any written consent of the Company's stockholders related to the transactions contemplated by the Merger Agreement (all meetings or consents related to the Merger Agreement, collectively referred to herein as the "**Meeting**"), such Stockholder shall:

(a) when the Meeting is held, appear at the Meeting or otherwise cause the Stockholder's Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote all of the Stockholder's Shares in favor of (or execute and return a written consent with respect to all of the Stockholder's Shares to), or cause all of the Stockholder's Shares to be voted in favor of (or cause a written consent to be validly executed and returned with respect to all of the Stockholder's Shares to), (i) the adoption of the Merger Agreement and the approval of the Acquisition Merger and the other Transactions contemplated by the Merger Agreement and the Transaction Agreements and (ii) the adoption and approval of each other proposal reasonably agreed to by Acquiror and the Company as necessary or appropriate in connection with the consummation of the transactions contemplated by the Merger Agreement or the Transaction Agreements (collectively, the "**Stockholder Matters**");

(c) vote all of the Stockholder's Shares in favor of (or execute and return a written consent with respect to all of the Stockholder's Shares to), or cause all of the Stockholder's Shares to be voted in favor of (or cause a written consent to be validly executed and returned with respect to all of the Stockholder's Shares to), any proposal to adjourn a Meeting at which there is a proposal for stockholders of the Company to adopt the Stockholder Matters to a later date if there are not sufficient votes to adopt the proposal described in clause (b) above or if there are not sufficient shares present in person or represented by proxy at such Meeting to constitute a quorum;

(d) vote all of the Stockholder's Shares against (or withhold consent with respect to all of the Stockholder's Shares to), or cause all of the Stockholder's Shares to be voted against (or cause consent to be withheld with respect to all of the Stockholder's Shares to), any proposal for any amendment or modification of the Company's Certificate of Incorporation or Bylaws that would change the voting rights or the number of votes required to approve the Stockholder Matters; and

(e) vote all of the Stockholder's Shares against (or withhold consent with respect to all of the Stockholder's Shares to), or cause all of the Stockholder's Shares to be voted against (or cause consent to be withheld with respect to all of the Stockholder's Shares to), any Company Alternative Transaction or any other action that would reasonably be expected to (i) impede, interfere with, delay, postpone or materially and adversely affect the Merger or any of the transactions contemplated by the Merger Agreement, or (ii) result in a breach of any covenant, representation or warranty or other obligation or agreement of the Stockholder contained in this Agreement.

2. **Restrictions on Transfer**. During the period commencing on the date hereof and ending on the Closing (the "**Expiration Time**"), no Stockholder shall (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, file (or participate in the filing of) a registration statement with the SEC (other than the Registration Statement described in the Merger Agreement) or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any of the Stockholder's Shares, (ii) enter into or consent to any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Stockholder's Shares (clauses (i) and (ii) collectively, a "**Transfer**") or (iii) publicly announce any intention to effect any Transfer; *provided*, that the foregoing shall not prohibit the transfer of a Stockholder's Shares by such Stockholder to an Affiliate of such Stockholder, but only if such Affiliate shall execute this Agreement or a joinder agreeing to become a Party to this Agreement. Any Transfer in violation of this Section 2 with respect to the Stockholder Shares shall, to the fullest extent permitted by applicable Law, be null and void *ab initio.*

3. **New Securities**. During the period commencing on the date hereof and ending on the Expiration Time, in the event that (i) any shares of Company Common Stock or other equity securities of Company are issued to a Stockholder after the date of this Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Company securities owned by a Stockholder, (ii) a Stockholder purchases or otherwise acquires beneficial ownership of any shares of Company Common Stock or other equity securities of Company after the date of this Agreement, or (iii) a Stockholder acquires the right to vote or share in the voting of any Company Common Stock or other equity securities of Company after the date of this Agreement (such Company Common Stock or other equity securities of the Company, collectively the "**New Securities**"), then such New Securities acquired or purchased by such Stockholder shall be subject to the terms of this Agreement to the same extent as if they constituted Shares as of the date hereof.

4. **No Challenge**. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company, Merger Subs or Acquiror or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Merger Agreement or (b) alleging a breach of any fiduciary duty of any person in connection with the evaluation, negotiation or entry into the Merger Agreement.

5. **Waiver**. Each Stockholder hereby irrevocably and unconditionally waives any rights of appraisal, dissenter's rights and any similar rights relating to the Merger Agreement and the consummation by the Parties of the transactions contemplated thereby, including the Merger, that such Stockholder may have under applicable law (including Section 262 of the DGCL or otherwise).

6. **Voting Power or Proxy**. No voting powers or proxies are granted in respect of any voting power held by any Stockholder in favor of any other person by operation of this Agreement.

7. **Consent to Disclosure**. Each Stockholder hereby consents to the publication and disclosure in the Registration Statement and the Proxy Statement (and, as and to the extent otherwise required by applicable securities laws or the SEC or any other securities authorities, any other documents or communications provided by the Acquiror or the Company to any Governmental Authority or to securityholders of the Company or Acquiror) of such Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by the Company or Acquiror, a copy of this Agreement; *provided*, that, to the extent practicable, the Company and Acquiror will provide the Stockholder with advance notice of such publication and disclosure and an opportunity to review and reasonably comment on such disclosure or publication. Each Stockholder will promptly provide any information reasonably requested by the Company or Acquiror for any regulatory application or filing made or approval sought in connection with the transactions contemplated by the Merger Agreement (including filings with the SEC).

8. **Stockholder Representations**. Each Stockholder represents and warrants, severally but not jointly, to the Company and Acquiror that, as of the date hereof:

(a) such Stockholder has full right and power, without violating any agreement to which it is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer) to enter into this Agreement;

(b) (i) if such Stockholder is not an individual, such Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within such Stockholder's organizational powers and have been duly authorized by all necessary organizational actions on the part of the Stockholder and (ii) if such Stockholder is an individual, the signature on this Agreement is genuine, and such Stockholder has legal competence and capacity to execute the same;

(c) this Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other Parties to this Agreement, this Agreement constitutes a legally valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with the terms hereof (except as enforceability may be limited by bankruptcy laws, other similar laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies);

(d) the execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of its obligations hereunder will not, (i) if such Stockholder is not an individual, conflict with or result in a violation of the organizational documents of such Stockholder, or (ii) require any consent or approval from any third party that has not been given or other action that has not been taken by any third party, in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Stockholder of its obligations under this Agreement;

(e) there are no Actions pending against such Stockholder or, to the knowledge of such Stockholder, threatened against such Stockholder, before (or, in the case of threatened Actions, that would be before) any Governmental Authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by such Stockholder of such Stockholder's obligations under this Agreement;

(f) no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with this Agreement or any of the respective transactions contemplated hereby, based upon arrangements made by the Stockholder or, to the knowledge of such Stockholder and except as set forth in Schedule 3.21 of the Merger Agreement, by the Company;

(g) such Stockholder has had the opportunity to read the Merger Agreement and this Agreement and has had the opportunity to consult with such Stockholder's tax and legal advisors;

(h) such Stockholder has not entered into, and shall not enter into, any agreement that would prevent such Stockholder from performing any of such Stockholder's obligations hereunder;

(i) such Stockholder has good title to the Stockholder's Shares opposite such Stockholder's name on **Exhibit A** hereto, free and clear of any Liens (other than transfer restrictions under applicable securities Laws), and such Stockholder has the sole power to vote or cause to be voted such Stockholder Shares; and

(j) the Stockholder's Shares opposite such Stockholder's name on **Exhibit A** hereto are the only shares of the Company's outstanding capital stock owned of record or beneficially owned by the Stockholder as of the date hereof, and none of such Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of such Stockholder Shares that is inconsistent with such Stockholder's obligations pursuant to this Agreement.

9. **Damages; Remedies**. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. Each Stockholder hereby agrees and acknowledges that (a) Acquiror and the Company would be irreparably injured in the event of a breach by such Stockholder of its obligations under this Agreement, (b) monetary damages may not be an adequate remedy for such breach and (c) the non-breaching Party shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without posting a bond or undertaking and without proof of damages and this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other Party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

10. **Entire Agreement; Amendment**. This Agreement and the other agreements referenced herein constitute the entire agreement and understanding of the Parties hereto in respect of the subject matter hereof and supersede all prior and contemporaneous understandings and agreements related hereto (whether written or oral), to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. No provision of this Agreement may be explained or qualified by any agreement, negotiations, understanding, discussion, conduct or course of conduct or by any trade usage. Except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof. This Agreement may not be changed, amended or modified as to any particular provision, except by a written instrument executed by all Parties hereto, and cannot be terminated orally or by course of conduct. No provision hereof can be waived, except by a writing signed by the Party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given.

11. **Assignment**. No Party hereto may, except as set forth herein, assign either this Agreement or any of its rights, interests, or obligations hereunder, including by merger, consolidation, operation of law or otherwise, without the prior written consent of the other Parties. Any purported assignment or delegation in violation of this paragraph shall be void and ineffectual, and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on the Stockholders, the Acquiror and the Company and each of their respective successors, heirs, personal representatives and assigns and permitted transferees.

12. **Counterparts**. This Agreement may be executed in any number of original, electronic or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. This Agreement shall become effective upon delivery to each Party of an executed counterpart or the earlier delivery to each Party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other Parties.

13. **Severability**. This Agreement shall be deemed severable, and a determination by a court or other legal authority that any provision that is not of the essence of this Agreement is legally invalid shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, the Parties shall cooperate in good faith to substitute (or cause such court or other legal authority to substitute) for any provision so held to be invalid a valid provision, as alike in substance to such invalid or unenforceable provision as may be possible and be valid and enforceable.

14. **Governing Law; Jurisdiction; Jury Trial Waiver**. Section 10.06 (Governing Law) and 0.12 (Jurisdiction; WAIVER OF TRIAL BY JURY) of the Merger Agreement are incorporated by reference herein to apply with full force to any disputes arising under this Agreement.

15. **Notice**. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 10.02 (Notices) of the Merger Agreement to the applicable Party, with respect to the Company and Acquiror, at the respective addresses set forth in Section 10.02 (Notices) of the Merger Agreement, and, with respect to Stockholder, at the address set forth on Exhibit A.

16. **Termination**. This Agreement shall terminate on the Termination Date. No such termination shall relieve the Stockholder, Acquiror or the Company from any liability resulting from a breach of this Agreement occurring prior to such termination.

17. **Adjustment for Stock Split**. If, and as often as, there are any changes in the Stockholder Shares by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means prior to the Termination Date, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Stockholder, Acquiror, the Company, the Stockholder Shares as so changed.

18. **Further Actions**. Each of the Parties hereto agrees to execute and deliver hereafter any further document, agreement or instrument of assignment, transfer or conveyance as may reasonably be considered within the scope of such Party's obligations hereunder, as may be necessary or desirable to effectuate the purposes hereof.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ACQUIROR:

BATTERY FUTURE ACQUISITION CORP.

By: /s/ Fanghan Sui
Name: Fanghan Sui
Title: Chief Executive Officer

COMPANY:

CLASS OVER INC.

By: /s/ Hui Luo
Name: Hui Luo
Title: CEO

[*Acquiror and Company Signature Page to Company Support Agreement*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

STOCKHOLDER:

Hui Luo
(Name)

/s/ Hui Luo
(Signature)

(Name and Title of Signatory, if Stockholder is an entity)

[*Stockholder Signature Page to Company Support Agreement*]

EXHIBIT A

Name	Mailing and Email Address for Notice	No. of Shares of Company Common Stock
Hui Luo	sluo@classover.com	1,278,750

EXHIBIT 99.1

FOR IMMEDIATE RELEASE

CLASSOVER ANNOUNCES MERGER WITH BATTERY FUTURE ACQUSITION CORP. TO BECOME PUBLICLY LISTED

- *Classover is a rapidly growing U.S.-based educational technology platform that connects children in over 30 countries with qualified U.S.-based educators for live online classes.*
- *Classover will become a publicly traded company as a result of the transaction, expected to be listed on the New York Stock Exchange (NYSE)*
- *Through its merger with BFAC, Classover aims to strengthen its market presence, broaden its array of cutting-edge educational technology services, and continue making learning more accessible.*

New York – May 14, 2024 – Class Over Inc., a popular provider of educational technology solutions and online live educational courses ("Classover" or the "Company"), and Battery Future Acquisition Corp. (NYSE: BFAC), a publicly-traded special purpose acquisition company, today announced that they have entered into a definitive business combination agreement that will result in Classover becoming a publicly traded company, expected to be listed on the New York Stock Exchange (NYSE). The transaction values the Company at an enterprise value of approximately $135 million.

Classover Overview

Classover, founded in 2020 and headquartered in New York, has rapidly emerged as a well-regarded player in the educational technology sector. Specializing in interactive online live courses for K-12 students both domestically and internationally, Classover offers a diverse curriculum and technology solutions tailored to various learning levels and age groups. The Company focuses on fostering essential skills such as creativity and problem-solving through its innovative courses, which range from interest-driven classes to competitive test preparation.

By leveraging proprietary technology, curriculum, and teaching methodologies, Classover provides a dynamic and adaptive learning environment that promotes higher academic achievement and nurtures a passion for learning among students. The curriculum spans a wide variety of subjects designed to enhance students' academic achievements and encourage exploration. Classover's cross-platform teaching and learning technology supports a variety of interactive tools and features, including real-time communication and adaptive learning environments. This technology operates effectively across multiple device types and operating systems, enhancing user accessibility and improving educational delivery by facilitating a seamless and flexible learning experience for all students.

Classover is U.S.-centric yet boasts a true global reach, with students from over 30 countries. The Company has collaborated with over 1,000 K-12 educators, primarily based in the U.S., maintaining a high standard of educational quality.

Transaction Overview

The transaction values the Company at an enterprise value of $135 million and would provide approximately $56 million in gross cash proceeds to Classover at closing, before transaction expenses and assuming no redemptions of shares by BFAC's existing public shareholders. Existing Classover stockholders are rolling 100% of their equity into the combined company post business combination. The proceeds from the transaction will be utilized to further develop and enhance Classover's proprietary technology platform, expanding its capabilities and features to improve the learning experience. Additionally, the funds will support strategic growth initiatives, including scaling operations, expanding the curriculum, and increasing global market reach to serve more students worldwide.

The Classover and BFAC Boards of Directors have unanimously approved the proposed transaction, which is expected to be completed in the second half of 2024. The transaction issubject to, among other things, regulatory approval, the approval by Classover's and BFAC's stockholders of the proposed merger, and the satisfaction or waiver of other customary closing conditions.

Classover's management team, led by its founder and CEO Stephanie Luo, will continue to run the combined company after the transaction.

For additional information on the Business Combination, see BFAC's Current Report on Form 8-K, which will be filed promptly, and which can be obtained, without charge, at the Securities and Exchange Commission's internet site (http://www.sec.gov).

For the purposes of this transaction, BFAC is represented by Graubard Miller and Nelson LLP and Classover is represented by RPCK Rastegar PanchalLLP.

Management Remarks

Class Over Inc.

"We are thrilled to announce this transformative transaction with Battery Future Acquisition Corp.," said Stephanie Luo, CEO of Classover. "This strategic partnership is expected to enable us to accelerate our mission of revolutionizing education through technology. Becoming a publicly listed company on the New York Stock Exchange should provide us with the resources and visibility needed to expand our innovative educational offerings and reach more students around the globe. We are committed to continuing our work in delivering high-quality, interactive learning experiences that empower students with the skills they need for the future."

Battery Future Acquisition Corp.

"We are excited to partner with Classover, a company at the forefront of educational technology," said Fanghan Sui, CEO of Battery Future Acquisition Corp. "Classover's innovative approach to online education, combined with its proprietary technology and data-driven methodology, positions the company as a leader in the field. This transaction will not only enhance their growth trajectory but also offer great value to our shareholders. We look forward to supporting Classover in their journey to becoming a publicly traded company and in their ongoing efforts to transform the education landscape."

About Classover

Classover, founded in 2020 and headquartered in New York, has quickly become a well-regarded player in the educational technology sector. Specializing in online live courses for K-12 students globally, Classover offers a diverse curriculum tailored to various learning levels and age groups. Classover focuses on fostering creativity and problem-solving through innovative courses, ranging from interest-driven classes to competitive test preparation. Classover's mission is to revolutionize education with cutting-edge technology, delivering high-quality, accessible learning experiences and empowering students through personalized teaching strategies.

About Battery Future Acquisition Corp.

BFAC is a blank check company formed for the purpose of effecting a merger, stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. BFAC completed its IPO on December 15, 2021 and intends to use the proceeds of the offering to fund such business combination.

Important Information about the Proposed Business Combination and Where to Find It

In connection with the proposed business combination, a subsidiary of BFAC intends to file with the U.S. Securities and Exchange Commission (the "SEC") a Registration Statement on Form S-4, which will include and also serve as a proxy statement (the "Registration Statement") that will be distributed to holders of BFAC ordinary shares in connection with BFAC's solicitation of proxies for the vote by BFAC's shareholders with respect to the Proposed Business Combination and other matters as to be described in the Registration Statement. BFAC will mail a definitive proxy statement (the "Proxy Statement"), when available, to its shareholders. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT, ANY AMENDMENTS OR SUPPLEMENTS THERETO AND ANY OTHER DOCUMENTS FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT BFAC, THE COMPANY AND THE PROPOSED BUSINESS COMBINATION. Investors and security holders may obtain free copies of the Registration Statement and prospectus (when available) and all other documents filed with the SEC by BFAC through the website maintained by the SEC at http://www.sec.gov, or by directing a request to BFAC at 8 The Green, #18195, Dover, DE 19901. The information contained on, or that may be accessed through, the website referenced in this press release is not incorporated by reference into, and is not a part of, this press release.

Forward-Looking Statements

This press release contains certain "forward-looking statements" within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934, both as amended. Statements that are not historical facts, including statements about the pending transactions described herein, and the parties' perspectives and expectations, are forward-looking statements. Such statements include, but are not limited to, statements regarding the proposed transaction, including the anticipated initial enterprise value and post-closing equity value, the benefits of the proposed transaction, integration plans, expected synergies and revenue opportunities, anticipated future financial and operating performance and results, including estimates for growth, the expected management and governance of the combined company, and the expected timing of the transactions. The words "expect," "believe," "estimate," "intend," "plan" and similar expressions indicate forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to various risks and uncertainties, assumptions (including assumptions about general economic, market, industry and operational factors), known or unknown, which could cause the actual results to vary materially from those indicated or anticipated.

Such risks and uncertainties include, but are not limited to: (i) risks related to the expected timing and likelihood of completion of the pending business combination, including the risk that the transaction may not close due to one or more closing conditions to the transaction not being satisfied or waived, such as regulatory approvals not being obtained, on a timely basis or otherwise, or that a governmental entity prohibited, delayed or refused to grant approval for the consummation of the transaction or required certain conditions, limitations or restrictions in connection with such approvals; (ii) risks related to the ability of BFAC and the Company to successfully integrate the businesses; (iii) the occurrence of any event, change or other circumstances that could give rise to the termination of the applicable transaction agreements; (iv) the risk that there may be a material adverse change with respect to the financial position, performance, operations or prospects of the Company or BFAC; (v) risks related to disruption of management time from ongoing business operations due to the proposed transaction; (vi) the risk that any announcements relating to the proposed transaction could have adverse effects on the market price of BFAC's securities; (vii) the risk that the proposed transaction and its announcement could have an adverse effect on the ability of the Company to retain customers and retain and hire key personnel and maintain relationships with their suppliers and customers and on their operating results and businesses generally; (viii) risks associated with the financing of the proposed transaction; (ix): risks relating to the digital assets and blockchain sectors, including the price volatility of digital assets, limited availability of power resources, changes in the reward structure for solving digital assets, evolving legal and regulatory environment, security attacks and breaches, and changes in the economic, geopolitical and natural conditions; and (x) risks relating to the combined company's ability to enhance its services and products, execute its business strategy, expand its customer base and maintain stable relationship with its business partners.

A further list and description of risks and uncertainties can be found in the Prospectus dated December 15, 2021 relating BFAC's initial public offering and in the Registration Statement and proxy statement that will be filed with the SEC by BFAC's subsidiary in connection with the proposed transactions, and other documents that the parties may file or furnish with the SEC, which you are encouraged to read. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated or anticipated by such forward-looking statements. Accordingly, you are cautioned not to place undue reliance on these forward-looking statements. Forward-looking statements relate only to the date they were made, and BFAC, the Company and their subsidiaries undertake no obligation to update forward-looking statements to reflect events or circumstances after the date they were made except as required by law or applicable regulation.

No Offer or Solicitation
This press release is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the transactions described above and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of BFAC or the Company, nor shall there be any sale of any such 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 such state or jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

Participants in the Solicitation
BFAC and the Company, and certain shareholders of BFAC, and their respective directors, executive officers and employees and other persons may be deemed to be participants in the solicitation of proxies from the holders of BFAC common stock in respect of the proposed transaction. Information about BFAC's directors and executive officers and their ownership of BFAC common stock is set forth in the Prospectus dated December 15, 2021 and filed with the SEC as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of that filing. Other information regarding the interests of the participants in the proxy solicitation will be included in the Registration Statement/proxy statement pertaining to the proposed transaction when it becomes available. These documents can be obtained free of charge from the sources indicated above.

Classover and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the stockholders of BFAC in connection with the proposed business combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed business combination will be included in the Registration Statement/proxy statement pertaining to the proposed transaction when it becomes available for the proposed business combination.

For investor and media inquiries, please contact:

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Classover Investor Relations
ir@classover.com

Battery Future Acquisition Corp.
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