EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

Among

FADEL PARTNERS, INC.,

MOSAIC SOFTWARE GROUP HOLDINGS LLC,

FANTASTIC HOLDINGS, LLC

and

FANTASTIC MERGER, LLC

Dated as of November 19, 2026

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "**Agreement**"), dated as of November 19, 2026, is by and among Fadel Partners Inc., a Delaware corporation (the "**Company**"), Mosaic Software Group Holdings LLC, a Delaware limited liability company ("**Ultimate Parent**"), Fantastic Holdings, LLC, a Delaware limited liability company ("**Parent**"), and Fantastic Merger, LLC, a Delaware limited liability company and wholly owned, indirect Subsidiary of Parent ("**Merger Sub**").

RECITALS

WHEREAS, the parties intend that, on the terms and subject to the conditions set forth in this Agreement, Merger Sub shall merge with and into the Company (the "**Merger**"), with the Company surviving the Merger, pursuant to and in accordance with the provisions of the General Corporation Law of the State of Delaware (the "**DGCL**") and the Delaware Limited Liability Company Act (the "**DE LLCA**");

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has established a special committee of the Company Board (the "**Special Committee**"), comprised solely of disinterested and independent members of the Company Board, and empowered the Special Committee to, among other things, (i) review, evaluate and negotiate the Merger, and (ii) to make a recommendation to the Company Board as to what action, if any, should be taken by the Company Board with respect to the Merger;

WHEREAS, the Special Committee has unanimously (i) approved and declared advisable this Agreement and the transactions contemplated hereby and thereby, including the Merger, upon the terms and conditions set forth in this Agreement, (ii) determined that this Agreement and the transactions contemplated by this Agreement are fair to, and in the best interests of, the Company and the holders of shares (the "**Shares**") of the Company's common stock, par value $0.001 per share (the "**Company Common Stock**"), and (iii) resolved to recommend that the holders of shares of Company Common Stock adopt this Agreement and approve the delisting of the Company Common Stock from AIM, a market operated and regulated by the London Stock Exchange ("**AIM**");

WHEREAS, the Boards of Managers and Board of Directors, as applicable, of Ultimate Parent, Parent and Merger Sub have each approved this Agreement and declared advisable the transactions contemplated by this Agreement, including the Merger, upon the terms and conditions set forth in this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, as a condition and inducement to Ultimate Parent's, Parent's and Merger Sub's willingness to enter into this Agreement, certain directors and officers of the Company and holders of Company Common Stock are entering into a Support Agreement (the "**Company Support Agreement**") in substantially the form attached hereto as Exhibit C with Ultimate Parent, Parent and Merger Sub, pursuant to which such stockholders have agreed to, among other things, vote the shares of Company Common Stock beneficially owned by each of them in favor of the approval of this Agreement as more particularly set forth therein; and

WHEREAS, the Company, Ultimate Parent, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger and to set forth certain conditions to the Merger.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE I

The Merger

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and, following the Merger, shall be wholly owned by Parent, and the separate corporate existence of the Company with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in this Agreement. The Merger shall have the effects specified in the DGCL, the DE LLCA and this Agreement.

1.2 Closing. Unless otherwise mutually agreed in writing between the Company and Ultimate Parent, the closing of the Merger (the "**Closing**") shall take place remotely by electronic exchange of required Closing documents and signatures in lieu of an in-person Closing at 9:00 a.m. (New York time) on the later of (a) December 29, 2026 or (b) the fifth Business Day following the day on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement (the "**Closing Date**"). For purposes of this Agreement, the term "**Business Day**" shall mean any day ending at 11:59 p.m. (New York time) other than a Saturday or Sunday or a day on which banks in the City of New York or London or the Department of State of the State of Delaware is required or authorized by Law to close.

1.3 Effective Time. As soon as practicable following, and on the date of, the Closing, the Company will cause a Certificate of Merger (the "**Certificate of Merger**") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 264 of the DGCL and Section 18-209 of the DE LLCA. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Certificate of Merger (the "**Effective Time**").

1.4 Certificate of Incorporation of the Surviving Corporation. At the Effective Time, the certificate of incorporation of the Surviving Corporation (the "**Charter**") shall be amended in its entirety to read as set forth in Exhibit A-1 hereto, until thereafter amended as provided therein and by applicable Law.

1.5 Bylaws of the Surviving Corporation. The parties hereto shall take all actions necessary so that, at the Effective Time, the bylaws of the Company shall be amended in their

entirety to read as set forth in Exhibit A-2 hereto (the "**Bylaws**"), and, as so amended, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

1.6 Directors of the Surviving Corporation. The parties hereto shall take all actions necessary so that the directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and Bylaws. Ultimate Parent shall use commercially reasonable efforts to take all actions necessary so that the directors of each Company Subsidiary prior to the Effective Time be replaced as promptly as practicable following the Effective Time.

1.7 Officers of the Surviving Corporation. The parties hereto shall take all actions necessary so that the officers of Merger Sub at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and Bylaws. The Ultimate Parent shall use commercially reasonable efforts to take all actions necessary so that the officers and signatories on bank accounts of each Company Subsidiary prior to the Effective Time be replaced as promptly as practicable following the Effective Time.

ARTICLE II

Merger Consideration; Effect of the Merger on Capital Stock

2.1 Merger Consideration; Conversion of Shares of Company Common Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Company, each Share issued and outstanding immediately prior to the Effective Time (other than (a) Shares owned by Ultimate Parent, Parent, Merger Sub or any other direct or indirect wholly owned Subsidiary of Ultimate Parent and Shares owned by the Company or any direct or indirect wholly owned Subsidiary of the Company, including treasury shares, and in each case not held on behalf of third parties, (b) the Rollover Shares (as defined in Section 2.4) contributed to Parent by the Excluded Stockholders (as defined in Section 2.4), pursuant to Section 2.4, and (c) Shares that are owned by stockholders of the Company ("**Dissenting Stockholders**") who have properly demanded and not withdrawn a demand for, or lost their right to, appraisal rights pursuant to Section 262 of the DGCL (the Shares referred to in clauses (a), (b) and (c), "**Excluded Shares**")) shall be converted into the right to receive 45 pence per Share (the "**Merger Consideration**"), subject to Section 3.8. All of the Shares converted into the right to receive the Merger Consideration pursuant to this Section 2.1 shall cease to be outstanding, shall be cancelled and shall cease to exist at and as of the Effective Time, and each certificate formerly representing any of the Shares (each, a "**Certificate**") (other than Excluded Shares and Depositary Shares (as defined below)), each book-entry account formerly representing any non-certificated Shares (each, a "**Book-Entry Share**") (other than Excluded Shares and Depositary Shares (as defined below)) and each Share underlying the Company Depositary Interests (each a "**Depositary Share**") shall thereafter represent only the right to receive the Merger Consideration, without interest.

2.2 Cancellation of Excluded Shares. As of the Effective Time, each Excluded Share shall, as a result of the Merger and without any action on the part of the holder of such Excluded Share, cease to be outstanding, be cancelled without payment of any consideration therefor and shall cease to exist, subject to any rights the holder thereof may have pursuant to Section 3.7. For the avoidance of doubt, the Rollover Shares shall be contributed and transferred to Parent in exchange for membership interests in Parent before the Effective Time and, at the Effective Time, shall be cancelled pursuant to this Section 2.2 while owned by Parent.

2.3 Merger Sub. At the Effective Time, each membership interest of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.001 per share, of the Surviving Corporation.

2.4 Rollover. Immediately prior to the Effective Time, Tarek Fadel and the other stockholders listed on Schedule 2.4 hereto, in each case that have executed the Rollover Agreement as of the date hereof or that execute a joinder thereto prior to the Closing (together, the "**Excluded Stockholders**") shall have contributed all of their respective Shares (the "**Rollover Shares**") to Parent in exchange for membership interests in Parent pursuant to the Rollover Agreement, dated as of the date hereof, among the Excluded Stockholders, Parent and Ultimate Parent and attached as Exhibit B hereto (as joined or amended from time to time in accordance with its terms, the "**Rollover Agreement**").

2.5 Treatment of Stock Plans.

(a) Treatment of Options. Subject to the terms of the Stock Plan and the applicable award agreements and applicable Law, at the Effective Time, each outstanding option to purchase shares of Company Common Stock (a "**Company Option**") under the Company's 2023 Equity Incentive Plan (the "**Stock Plan**"), whether vested or unvested, shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Company Option to receive (without interest), subject to applicable withholding and deductions, including for income tax and employee National Insurance contributions, an amount in cash equal to the product of (x) the number of shares of Company Common Stock subject to such Company Option immediately prior to the Effective Time *multiplied by* (y) the excess, if any, of (A) the Merger Consideration over (B) the exercise price per share of Company Common Stock of such Company Option. Any such payment may be made by the Surviving Corporation, the applicable employing entity or any of their respective payroll agents through payroll as soon as reasonably practicable following the Effective Time and, in any event, no later than the first practicable payroll date following the Effective Time. The Company or the applicable employing entity shall be responsible for any employer National Insurance contributions or similar employer-side Taxes arising in connection with such payment, except to the extent such amounts may be lawfully recovered from the applicable holder pursuant to an effective election or agreement. For purposes of determining the excess of the Merger Consideration over the applicable exercise price, any amounts denominated in different currencies shall be converted into the currency in which the Merger Consideration is denominated using the applicable spot exchange rate published in The Wall Street Journal on the Business Day immediately preceding the Effective Time. For clarity, any Company Option which has an exercise price per share of Company Common Stock that is greater than or equal to the Merger Consideration shall be cancelled at the Effective Time for no consideration or payment.

(b) Company Actions. At or prior to the Effective Time, the Company, the Company Board, as applicable, shall adopt any resolutions and take any actions that are necessary to (i) effectuate the treatment of the Company Options pursuant to Section 2.5(a) and (ii) cause the Stock Plan to terminate at or prior to the Effective Time. The Company shall take all actions necessary to ensure that from and after the Effective Time neither Ultimate Parent, Parent nor the Surviving Corporation will be required to deliver shares of Company Common Stock or other capital stock of the Company to any Person pursuant to or in settlement of Company Options after the Effective Time.

2.6 Intended U.S. Federal Income Tax Treatment.

(a) The parties acknowledge and agree that, for U.S. federal income tax purposes:

(A) the contribution of the Rollover Shares by the Excluded Stockholders to Parent in exchange for membership interests in Parent pursuant to the Rollover Agreement is intended to be treated consistently with the principles of Revenue Ruling 99-5, and Parent is intended to be classified as a partnership for U.S. federal income tax purposes immediately following such contribution; and

(B) the Merger is intended to be treated as a taxable purchase by Parent of the Shares converted into the right to receive Merger Consideration under Section 2.1.

(b) The parties shall file all Tax Returns consistently with this Section 2.6, except as otherwise required by applicable Law.

ARTICLE III

Delivery of Merger Consideration; Procedures for Surrender

3.1 Delivery of Merger Consideration. At or prior to the Closing, subject to Section 7.2(g), Ultimate Parent shall deposit or cause to be deposited with a paying agent selected by Ultimate Parent, with the Company's prior approval (which approval shall not be unreasonably conditioned, withheld or delayed), to serve as the paying agent (the "**Paying Agent**"), for the benefit of the holders of Shares (other than Excluded Shares), amounts that will be sufficient in the aggregate to provide all funds necessary for the Paying Agent to make the payments of the Merger Consideration pursuant to Section 2.1 (such cash being hereinafter referred to as the "**Exchange Fund**"). The Company shall notify Ultimate Parent, Parent and Merger Sub in writing prior to the Effective Time of the number of Shares and Excluded Shares outstanding immediately prior to the Effective Time. The Exchange Fund shall not be used for any purpose other than a purpose expressly provided for in this Agreement. The Exchange Fund shall be invested by the Paying Agent as reasonably directed by Ultimate Parent, with Company's prior approval (which approval shall not be unreasonably conditioned, withheld or delayed). To the extent that there are losses with respect to such investments, or the Exchange Fund diminishes for other reasons below the level required to make prompt payment of the cash portion of the aggregate Merger Consideration as contemplated hereby, Ultimate Parent shall promptly replace or restore the cash in the Exchange Fund lost through such investments or other events so as to ensure that the Exchange Fund is at all times maintained at a level sufficient to make such cash payments. Any

interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under Section 2.1 shall be promptly returned to Ultimate Parent.

3.2 Procedures for Surrender.

(a) Promptly after the Effective Time (and in any event within three Business Days thereafter), the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of Shares (other than Excluded Shares) that are Certificates notice advising such holders of the effectiveness of the Merger, including (i) appropriate transmittal materials specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass only upon delivery of the Certificates (or affidavits of loss in lieu of the Certificates, as provided in Section 3.5) to the Paying Agent, such materials to be in such form and have such other provisions as Ultimate Parent desires with approval of the Company (such approval not to be unreasonably withheld, conditioned or delayed) (the "**Letter of Transmittal**") and (ii) instructions for surrendering the Certificates (or affidavits of loss in lieu of the Certificates) in exchange for the Merger Consideration to which such holders are entitled pursuant to the terms of this Agreement.

(b) Subject to Section 3.2(e), upon surrender to the Paying Agent of Shares (other than Excluded Shares) that are Certificates, by physical surrender of such Certificate (or affidavit of loss in lieu of a Certificate, as provided in Section 3.5) or that are Book-Entry Shares, by book-receipt of an "agent's message" by the Paying Agent in connection with the transfer of Book-Entry Shares, in accordance with the terms of the Letter of Transmittal and accompanying instructions, the holder of such Certificate or Book-Entry Share shall be entitled to receive in exchange therefor an amount (after giving effect to any required Tax withholdings as provided in Section 3.6) of cash that such holder has the right to receive pursuant to Section 2.1 by check or wire transfer of immediately available funds.

(c) No interest will be paid or accrued on any amount payable upon due surrender of Shares, and any Certificate or ledger entry relating to Book-Entry Shares formerly representing shares of Company Common Stock that have been so surrendered shall be cancelled by the Paying Agent.

(d) In the event of a transfer of ownership of certificated Shares (other than Excluded Shares) that is not registered in the transfer records of the Company, a check for any cash to be paid upon due surrender of the Certificate may be issued to such transferee if the Certificate formerly representing such Shares is presented to the Paying Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer Taxes have been paid or are not applicable, in each case, in form and substance, reasonably satisfactory to the Paying Agent. Payment of the Merger Consideration with respect to Book-Entry Shares shall only be made to the Person in whose name such Book-Entry Shares are registered in the stock transfer books of the Company.

(e) Immediately prior to and no later than the Effective Time, each holder of depositary interests (a "**CDI Holder**" and in the case of an Excluded Stockholder that holds depositary interests, an "**Excluded CDI Holder**"), in respect of the Depositary Shares, issued by Computershare Investor Services plc (the "**Company Depositary**" and such interests, the

"**Company Depositary Interests**") will be recorded on the stock ledger of the Company as holding the number of Shares equal to the Company Depositary Interests held by such CDI Holder immediately prior to the cancellation of such Company Depositary Interests pursuant to Section 6.7 of this Agreement. Promptly after the Effective Time (and in any event within three Business Days thereafter), the Paying Agent shall procure that an instruction is given to Euroclear UK ("**Euroclear**") to create an assured payment obligation in favor of each CDI Holder's account (excluding any Excluded CDI Holder's account) with Euroclear's CREST settlement system ("**CREST**") in the amount (after giving effect to any required Tax withholdings as provided in Section 3.6) of cash that such CDI Holder has the right to receive pursuant to Section 2.1. The creation of such assured payment obligation shall be a complete discharge of the obligations of Ultimate Parent under this Agreement with reference to payments made through CREST. Where a CDI Holder is a nominee of a person beneficially interested in such Company Depositary Interests, the payments will be made to such nominee which will be responsible for forwarding such payments to the persons entitled to them under the nominee arrangements.

3.3 Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time.

3.4 Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments of the Exchange Fund) that remains unclaimed by the 180th calendar day after the Effective Time shall, upon the written request of Ultimate Parent, be delivered to Ultimate Parent. Any holder of Shares (other than Excluded Shares) who has not theretofore complied with this Article III shall thereafter look only to Ultimate Parent for payment of the Merger Consideration. Notwithstanding the foregoing, none of the Surviving Corporation, Ultimate Parent, Parent, the Paying Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws. For the purposes of this Agreement, the term "**Person**" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

3.5 Lost, Stolen or Destroyed Certificates. In the event any Certificate representing Shares (other than Excluded Shares) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact and the posting of a security bond in form and substance acceptable to the Paying Agent by the Person claiming such Certificate to be lost, stolen or destroyed and upon such terms as may be required by Ultimate Parent as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent will issue in exchange for such lost, stolen or destroyed Certificate any cash that would be payable or deliverable in respect thereof pursuant to this Agreement had such lost, stolen or destroyed Certificate been surrendered.

3.6 Withholding Rights. Each of Ultimate Parent, Parent and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock such amounts as it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "**Code**") or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by the Surviving Corporation, Ultimate Parent or Parent, as

the case may be, such withheld amounts (a) shall be timely remitted by Ultimate Parent, Parent or the Surviving Corporation, as applicable, to the applicable Governmental Entity and (b) shall be treated for all purposes of this Agreement as having been paid to the holder of shares of Company Common Stock in respect of which such deduction and withholding was made by the Surviving Corporation, Ultimate Parent or Parent, as the case may be.

3.7 Appraisal Rights. No Person who has duly demanded appraisal in accordance with Section 262 of the DGCL shall be entitled to receive the Merger Consideration with respect to the Shares owned by such Person and for which appraisal has been demanded unless and until the holder thereof shall have effectively withdrawn or lost such holder's right to appraisal under the DGCL and any Dissenting Stockholder shall be entitled to receive only the payment provided by Section 262 of the DGCL with respect to shares of Company Common Stock owned by such Dissenting Stockholder. The Company shall give Ultimate Parent (a) prompt notice of any written demands for appraisal, attempted withdrawals of such demands and any other instruments served pursuant to applicable Law received by the Company relating to stockholders' rights of appraisal and (b) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the DGCL. The Company shall not, except with the prior written consent of Ultimate Parent, voluntarily make any payment with respect to any demands for appraisals, offer to settle or settle any such demands or approve any withdrawal of any such demands.

3.8 Adjustments to Prevent Dilution. Notwithstanding anything in this Agreement to the contrary, if, from the date of this Agreement to the earlier of the Effective Time and termination in accordance with Article VIII, the issued and outstanding shares of Company Common Stock or securities convertible or exchangeable into or exercisable for shares of Company Common Stock shall have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction, or a stock dividend with a record date within such period shall have been declared, then the Merger Consideration shall be equitably adjusted to provide the holders of shares of Company Common Stock and Company Options, Ultimate Parent and Parent the same economic effect as contemplated by this Agreement prior to such event, and such items, so adjusted, shall, from and after the date of such event, be the Merger Consideration. Nothing in this Section 3.8 shall be construed to permit the Company or any Subsidiary of the Company to take any action except to the extent consistent with, and not otherwise prohibited by, the terms of this Agreement.

ARTICLE IV

Representations and Warranties of the Company

Except as set forth in the corresponding sections of the disclosure schedule delivered to Ultimate Parent by the Company prior to entering into this Agreement (the "**Company Disclosure Schedule**"), the Company hereby represents and warrants to Ultimate Parent, Parent and Merger Sub that:

4.1 Organization, Good Standing and Qualification.

(a) Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted. Each of the Company and its Subsidiaries is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has made available to Ultimate Parent prior to the date of this Agreement accurate and complete copies of the Company's certificates of incorporation and bylaws or comparable governing documents, each as amended prior to the date of this Agreement, and accurate and complete copies of its Subsidiaries' certificates of incorporation and bylaws or comparable governing documents, each as amended to the date of this Agreement, and each as made available to Ultimate Parent is in full force and effect. Section 4.1(a) of the Company Disclosure Schedule contains an accurate and complete list of each jurisdiction in which the Company and its Subsidiaries are organized and qualified to do business.

(b) As used in this Agreement, the term:

(A) "**Subsidiary**" means, with respect to any Person, any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries; and

(B) "**Material Adverse Effect**" means any change, event, occurrence or effect that, individually or taken together with any other changes, events, occurrences or effects is, or would reasonably be expected to be, materially adverse to (A) the financial condition, properties, assets, liabilities, business, or results of operations of the Company and its Subsidiaries, taken as a whole or (B) the ability of the Company to perform its obligations hereunder or consummate the transactions contemplated hereby; provided, however, that none of the following shall be deemed to constitute a Material Adverse Effect:

(i) changes in the economy, credit, capital, securities or financial markets in the United States, the United Kingdom or in any jurisdiction in which the Company or any of its Subsidiaries operates;

(ii) changes, events, occurrences, or effects generally affecting the markets or industries in which the Company or any of its Subsidiaries operates;

(iii) changes in United States generally accepted accounting principles ("**GAAP**") or in the United Kingdom to applicable International Financial Reporting Standards ("**IFRS**");

(iv) any failure by the Company to meet any internal or public projections or forecasts or estimates of revenues or earnings for any period ending prior to the Closing; provided that the exception in this clause (C) shall not prevent or otherwise affect a determination that any change, event, occurrence or effect underlying such failure (if not otherwise excluded under this definition) has resulted in, or contributed to, a Material Adverse Effect;

(v) any change, event, occurrence or effect resulting from acts of war (whether or not declared), civil disobedience or insurrection, hostilities, sabotage, terrorism, military actions or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other weather or natural disaster, any outbreak of illness or other public health event (including any pandemic and any governmental or public health response thereto) or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis;

(vi) a decline in the market price, or change in trading volume, of the shares of Company Common Stock on AIM; provided that the exception in this clause (E) shall not prevent or otherwise affect a determination that any change, event, occurrence or effect underlying such decline (if not otherwise excluded under this definition) has resulted in, or contributed to, a Material Adverse Effect; and

(vii) (i) the negotiation, execution, announcement, pendency or performance of this Agreement or the consummation or pendency of the Transactions (other than for purposes of any representation or warranty contained in Section 4.4) or (ii) any action taken by the Company or its Subsidiaries that is required by this Agreement or with Ultimate Parent's written consent or at Ultimate Parent's written request, or the failure to take any action by the Company or its Subsidiaries if that action is prohibited by this Agreement to the extent Ultimate Parent fails to give its consent thereto after a written request therefor pursuant to Section 6.1;

provided further that, any change, event, occurrence or effect referred to in clauses (A), (B), (C) and (D) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if it (1) primarily relates to (or has the effect of primarily relating to) the Company and its Subsidiaries or (2) results in a disproportionate adverse effect on the Company and its Subsidiaries compared to other participants in the industries in which the Company or its Subsidiaries conduct their business (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Material Adverse Effect has occurred).

4.2 Capital Structure.

(a) The authorized capital stock of the Company consists of 150,000,000 shares of Company Common Stock, of which 20,231,250 shares were outstanding as of the close of business on November 19, 2026. All of the outstanding shares of Company Common Stock have been duly authorized and are validly issued, fully paid and nonassessable. The Company has no shares of Company Common Stock reserved for issuance, except that, as of November 19, 2026, there was an aggregate of 2,023,125 shares of Company Common Stock reserved for issuance pursuant to the Stock Plan. Each of the outstanding shares of capital stock or other securities of each of the Company's Subsidiaries is duly authorized, validly issued, allotted, fully paid without further obligation of the holder to contribute additional funds and owned by the Company or by a direct or indirect wholly owned Subsidiary of the Company, free and clear of any pledge, lien, charge, option, hypothecation, mortgage, security interest, adverse right, prior assignment, license, sublicense or any other encumbrance of any kind or nature whatsoever, whether contingent or absolute, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing (an "**Encumbrance**"). As of the close of business on November 19, 2026, there were 5,257,251 outstanding Company Depositary Interests. Except to the extent set forth above, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Company or any of its Subsidiaries to issue or to sell any shares of capital stock or other securities of the Company or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Upon any issuance of any shares of Company Common Stock in accordance with the terms of the Stock Plan, such shares of Company Common Stock will be duly authorized, validly issued, fully paid and nonassessable and free and clear of any Encumbrance. Since the close of business on December 31, 2025, no shares of Company Common Stock have been issued and no Company Options have been granted. The Company does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter.

(b) Section 4.2(b) of the Company Disclosure Schedule contains an accurate and complete list of all outstanding Company Options as of the close of business on November 19, 2026, including the number of shares of Company Common Stock subject to each Company Option and the holder, grant date, term, vesting schedule and exercise price with respect to each Company Option, as applicable.

(c) Each Company Option (i) was granted in material compliance with all applicable Laws and all of the terms and conditions of the Stock Plan pursuant to which it was issued, (ii) has an exercise price per share of Company common stock equal to or greater than the fair market value of a share of Company Common Stock on the date of such grant, (iii) has a grant date on or after the date on which the Company Board or Company Compensation Committee actually approved such Company Option, (iv) qualifies for the Tax and accounting treatment afforded to such Company Option in the Company's Tax returns and (v) does not trigger any liability for the holder thereof under Section 409A of the Code.

(d) Section 4.2(d) of the Company Disclosure Schedule sets forth (i) each of the Company's Subsidiaries and the ownership interest of the Company in each such Subsidiary and (ii) the Company's or its Subsidiaries' capital stock, equity interest or other direct or indirect ownership interest in any other Person other than securities in a publicly traded company held for investment by the Company or any of its Subsidiaries and consisting of less than 1% of the outstanding capital stock of such company.

(e) The register of members and all other statutory books of the Subsidiaries (where applicable) are up-to-date and contain complete and accurate records of all matters required to be dealt with in them and no Subsidiary has received any notice of any application or intended application for the rectification of its register of members and there are not any grounds known upon which such an application may be made.

4.3 Corporate Authority; Approval and Fairness.

(a) The Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger and the other transactions contemplated by this Agreement, subject only to (i) adoption of this Agreement by the holders of a majority of the outstanding shares of Company Common Stock entitled to vote on such matter at a stockholders' meeting duly called and held for such purpose, (ii) adoption of this Agreement by the affirmative vote of a majority of the Disinterested Stockholders entitled to vote thereon at the Stockholders Meeting or any adjournment or postponement thereof, with the votes of the Disinterested Stockholders tabulated separately (the "**Disinterested Stockholder Approval**"), and (iii) approval of the delisting of the Company Common Stock from AIM by the affirmative vote of 75% of the votes cast at the meeting in accordance with AIM Rule 41. The approvals described in clauses (i), (ii) and (iii) of the preceding sentence are collectively referred to as the "**Requisite Company Vote**". "**Disinterested Stockholder**" means a holder of Company Common Stock that is a "disinterested stockholder" within the meaning of Section 144 of the DGCL with respect to the Merger. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "**Bankruptcy and Equity Exception**").

(b) Each of the Special Committee and the Company Board has (i) unanimously determined that the Merger is fair to, and in the best interests of, the Company and its stockholders, approved and declared advisable this Agreement and the Merger and the other transactions contemplated by this Agreement and resolved to recommend adoption of this Agreement to the holders of shares of Company Common Stock (the "**Company Recommendation**") and (ii) directed that this Agreement be submitted to the holders of shares of Company Common Stock for their adoption.

4.4 Governmental Filings; No Violations; Certain Contracts, Etc.

(a) Other than the filings, notices, reports, consents, registrations, approvals, permits, expirations of waiting periods or authorizations required to be made pursuant to (i) the DGCL and

the DE LLCA, including the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (ii) the AIM Rules for Companies as published by the London Stock Exchange (the "**AIM Rules**"), and (iii) the UK NSI Act (as defined below), no filings, notices, reports, consents, registrations, approvals, permits or authorizations are required to be made by the Company with, nor are any required to be obtained by the Company from, any domestic, foreign or transnational governmental, quasi-governmental, regulatory or self-regulatory authority, agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive or judicial entity of any nature and any corporate entity, instrumentality or subdivision of any government, military or international organization, including any state-owned or affiliated company and any non-governmental body that has been authorized by Law to act for a governmental body (each, a "**Governmental Entity**"), in connection with the execution, delivery and performance of this Agreement by the Company and the consummation of the Merger and the other transactions contemplated by this Agreement, or in connection with the continuing operation of the business of the Company and its Subsidiaries following the Effective Time, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance of this Agreement by the Company do not, and the consummation of the Merger and the other transactions contemplated by this Agreement will not, constitute or result in (i) a breach or violation of, or a default under, the certificate of incorporation or bylaws of the Company or the comparable governing documents of any of its Subsidiaries, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of the Company or any of its Subsidiaries pursuant to, any oral or written agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation (other than individual purchase orders) (each, a "**Contract**") binding upon the Company or any of its Subsidiaries or, assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated by this Agreement) compliance with the matters referred to in Section 4.4(a), under any Law to which the Company or any of its Subsidiaries is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon the Company or any of its Subsidiaries, except, in the case of clauses (ii) or (iii) above, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Financial Statements; Internal Controls.

(a) Set forth on Section 4.5(a) of the Company Disclosure Schedule are the following financial statements (collectively, the "**Financial Statements**"): (i) the audited balance sheets of the Company and its consolidated Subsidiaries as of December 31, 2025 and December 31, 2024, and the related audited consolidated statements of operation, consolidated statements of stockholders' equity and consolidated statements of cash flows for the 12 month periods then ended; (ii) the consolidated unaudited balance sheet of the Company as of June 30, 2026 ("**Most Recent Balance Sheet**"); and (iii) the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the six-month period then ended (the "**Interim Financial Statements**").

(b) Each of the Financial Statements (including the related notes and schedules thereto) fairly presents the consolidated financial position of the Company and its consolidated Subsidiaries as of its date and each of the consolidated balance sheets, consolidated statements of operation, consolidated statements of stockholders' equity and consolidated statements of cash flows included in the Financial Statements (including any related notes and schedules thereto) fairly presents the financial condition, results of operations, changes in stockholders' equity and cash flows, as the case may be, of the Company and its consolidated Subsidiaries for the periods set forth therein (subject, in the case of the Interim Financial Statements, to notes and normal year-end audit adjustments, in each case in accordance with GAAP or IFRS, as applicable, consistently applied during the periods involved, except as may be noted therein).

(c) The Company maintains a system of internal accounting controls sufficient, in all material respects, to provide reasonable assurances (i) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP or IFRS, as applicable, (ii) that receipts and expenditures of the Company and its Subsidiaries are being made in accordance with appropriate authorizations of management and the Company Board and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of the Company and its Subsidiaries.

(d) The Company is in compliance in all material respects with the AIM Rules.

(e) The books of account of the Company and its Subsidiaries are accurately maintained in all material respects in the ordinary course of business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of the Company and its Subsidiaries have been properly recorded therein in all material respects. Except as set forth on Section 4.5(e) of the Company Disclosure Schedule, the corporate records and minute books of the Company and each of its Subsidiaries are, and for the last four years have been, maintained in accordance with all applicable Laws in all material respects and such corporate records and minute books are accurate and complete in all material respects, including the fact that the minute books contain the minutes of all meetings of the boards of directors, committees of the board and stockholders and all resolutions passed by the boards of directors, committees of the boards and the stockholders, except that minutes of certain recent meetings of the Company Board or committees thereof have not been finalized as of the date of this Agreement. All such corporate records and minute books of the Company and each of its Subsidiaries (with the exception of such corporate records and minute books from the past four years of the Company which are (i) subject to attorney client privilege, or (ii) relate to this Agreement and the transactions contemplated hereby) have been provided or otherwise made available to Ultimate Parent prior to the date of this Agreement.

4.6 Absence of Certain Changes. Since December 31, 2025:

(a) the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than in accordance with, the ordinary course of such businesses;

(b) there has not been any change with respect to any circumstance, occurrence or development existing that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect; and

(c) (i) there has not been any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Company or any of its Subsidiaries, whether or not covered by insurance; (ii) there has not been any declaration, accrual, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company or any of its Subsidiaries (except for dividends or other distributions by any direct or indirect wholly-owned Subsidiary to the Company or to any wholly-owned Subsidiary of the Company), or any repurchase, redemption or other acquisition by the Company or any of its Subsidiaries of any outstanding securities of the Company or any of its Subsidiaries; (iii) there has not been any material change in any method of accounting or accounting practice or internal controls (including internal controls over financial reporting) by the Company or any of its Subsidiaries, except those changes required by a change in GAAP, IFRS or AIM Rules; (iv) there has not been (x) any (1) material increase in the compensation payable or to become payable to the officers or employees of the Company or any of its Subsidiaries, other than salary increases in the ordinary course, or (2) payment to any director or officer of the Company or any of its Subsidiaries of any material bonus, or grant to any director or officer of the Company or any of its Subsidiaries of any rights to receive severance, termination, retention or Tax gross-up compensation or benefits (in any case, except for increases in the ordinary course of business consistent with past practice), (y) any establishment, adoption, entry into or material amendment of any Employee Benefit Plan or (z) any action taken by the Company or any of its Subsidiaries to fund or in any other way secure the payment of compensation or benefits under any Employee Benefit Plan; and (vi) there has not been any agreement to do any of the foregoing.

4.7 Litigation and Liabilities.

(a) There are no material civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any Governmental Entity.

(A) The term "**Knowledge**" when used in this Agreement (A) with respect to the Company or any of its Subsidiaries means the actual knowledge of Tarek Fadel, Mark Plotkin, Walid Daccache and Paul Gore and (B) with respect to Ultimate Parent means the actual knowledge of the executive officers of Ultimate Parent.

(b) Except for obligations and liabilities (i) reflected or reserved against in the Most Recent Balance Sheet, (ii) incurred in the ordinary course of business since the date of the Most Recent Balance Sheet, (iii) incurred in connection with this Agreement or (iv) incurred pursuant to Contracts binding on the Company or any of its Subsidiaries or pursuant to which their respective assets are bound, there are no obligations or liabilities of the Company or any of its Subsidiaries, whether or not accrued, contingent or otherwise and whether or not required to be disclosed or any other facts or circumstances that would reasonably be expected to result in any

claims against, or obligations or liabilities of, the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, have a Material Adverse Effect.

4.8 Employees.

(a) Other than the Employees and the Workers, there are no other persons employed by the Company or any of its Subsidiaries who are assigned to the business of the Company or any of its Subsidiaries, or who will transfer to, or become the responsibility of, the Company or any of its Subsidiaries pursuant to the UK TUPE or otherwise as a result of entering into this agreement or on Closing. All the Employees and the Workers are employed by the Company or one of its Subsidiaries and are assigned to providing services to the Company or one of its Subsidiaries.

(b) Section 4.8(b) of the Company Disclosure Schedule contains complete and accurate details of:

(A) all Employees and Workers;

(B) all individuals, other than as disclosed pursuant to (i) above, to whom the Company or any of its Subsidiaries has made an offer of employment or engagement since June 30, 2026; and

(C) all Employees who may have a right to return following maternity, paternity, adoption, shared parental or parental leave or who are on secondment or who are absent due to incapacity or ill-health or for or any other reason, including the following:

(i) the entity which employs or engages them;

(ii) their job title;

(iii) their place of work;

(iv) the type of contract (whether fixed term or permanent, full or part-time); and

(v) their annualized salary.

(c) Section 4.8(c) of the Company Disclosure Schedule contains a list of (a) all employee benefit plans (as defined in Section 3(3) of ERISA, whether or not subject to ERISA) and (b) all other change in control, retention or deferred compensation agreement, or an executive compensation, incentive bonus or other bonus, employee pension, profit-sharing, savings, retirement, stock option, phantom equity or other equity based award, severance pay, termination pay, retention pay, life, health, disability or accident insurance plan, vacation, paid leave, supplemental insurance, or other employee benefit plan, program, scheme, policy, practice, Contract, arrangement or agreement (whether written or oral, funded or unfunded), that (1) is maintained by, or participated in by the Company or any of its Subsidiaries with respect to the current or former Employees or Workers or (2) under which the Company or any of its Subsidiaries have may have contingent or actual liability (each, an "Employee Benefit Plan," and collectively, the "Employee Benefit Plans"). Each Employee Benefit Plan has been maintained, funded and

administered, in all material respects, in accordance with the terms of such Employee Benefit Plan and complies in form and in operation, in all material respects, with the applicable requirements of ERISA, the Code, and applicable Laws. There is no pending or, to the Knowledge of the Company, threatened action or proceeding relating to an Employee Benefit Plan.

(d) The Company and its ERISA Affiliates do not maintain, contribute to, sponsor, have never maintained, contributed to, or sponsored, and do not have any liability with respect to, (i) a multiemployer plan as defined in Section 3(37) of ERISA, (ii) a pension plan, as defined in Section 3(2) of ERISA, (iii) any other plan subject to Title IV of ERISA, (iii) any "multiple employer plan" (as defined in § 413(c) of the Code), or (iv) any "multiple employer welfare arrangement" (as defined in § 3(40) of ERISA).

(e) All contracts of employment between the Company or any of its Subsidiaries with respect to:

(A) the UK Employees and UK Workers comply with section 1 of the UK Employment Rights Act 1996 and section 188 of the UK Companies Act 2006;

(B) the U.S. Employees comply in all material respects with applicable federal, state, and local employment laws;

(C) the French Employees comply in all material respects with the *Code du travail* and applicable collective bargaining agreements; and

(D) the Lebanese Employees comply in all material respects with the Lebanese Labor (Law of 23 September 1946, as amended), NSSF regulations and applicable regulations.

(f) Other than in the ordinary course of business (including annual increases in salary or wage rates or payment of annual bonuses for completed periods based on actual performance), no variation to any of the terms of employment or engagement provided under Section 0 have been agreed or offered by the Company or any of its Subsidiaries and no increases in fees, salaries, wages, pension contributions or other benefits have been paid or are payable to any Employees or Workers since the date of the Most Recent Balance Sheet nor has there been any negotiation for such an increase, nor any notification of any demand for such an increase on behalf of any Employee or Worker.

(g) Neither the Company nor any of its Subsidiaries has, within a period of one year immediately preceding the date of this agreement, dismissed any Employee by reason of redundancy or given or become obliged to give notice of any redundancies to the UK Secretary of State nor started nor been obliged to start consultation with any of the Employees or their representatives in any independent trade union under the relevant provisions of either the UK Trade Union and Labour Relations (Consolidation) Act 1992 or UK the Employment Rights Act 1996 (both Acts as amended from time to time) (in respect of UK Employees). Neither the Company nor any of its Subsidiaries has any discretionary or customary redundancy scheme providing payments or benefits in addition to any statutory entitlement.

(h) In the two years preceding the date of this Agreement, all holiday pay for each of the UK Employees and UK Workers for periods of holiday taken under regulation 13 of the Working Time Regulations 1998 has been calculated and paid in accordance with the European Working Time Directive and any applicable case law.

(i) The Company and any of its Subsidiaries has, in relation to each of its Employees and Workers and former officers, employees and workers:

(A) materially complied with its statutory and contractual obligations (including NSSF regulations); and

(B) maintained complete, up to date and accurate records.

(j) All Employees and Workers have the legal right to work in their primary, respective jurisdictions of employment.

(k) Neither the Company nor any of its Subsidiaries is a party to any Contract to make a payment or provide a benefit to any Employee in connection with the actual or proposed termination of employment or variation of an employment contract.

(l) Neither the Company nor any of its Subsidiaries is a party to any agreement or arrangement with any trade union, works council, staff association or other body representing any of its Employees.

(m) No UK Employees or UK Workers earning over £40,000 (i) have given notice terminating his or her contract of employment or engagement, or (ii) are under notice of termination for any reason.

(n) There are no current, pending, or, to the Knowledge of the Company, threatened investigations, grievances or disciplinary procedures by the Company relating to any Employee.

(o) There are no current, pending, or, to the Knowledge of the Company, anticipated data subject access requests relating to the Company or any of its Subsidiaries from or on behalf of any Employee or Worker.

(p) No claim or litigation has arisen within the last three years between the Company or any of its Subsidiaries and any of its or their Employees or Workers or former or prospective employees, officers or workers and no such claim or litigation is current or, to the Knowledge of the Company, pending. To the Knowledge of the Company, there are no present circumstances which are likely to give rise to any such dispute, claim or litigation.

(q) There are no terms and conditions in any contract with any Employee or Worker pursuant to which such person will be entitled to receive any payment or benefit or such person's rights will change as a direct consequence of the transaction contemplated by this agreement.

(r) There are no amounts owing or agreed to be loaned or advanced by the Company or any of its Subsidiaries to any Employee or Worker (other than amounts representing

remuneration accrued due for the current pay period, accrued holiday or for reimbursement of expenses accrued in the ordinary course of business).

(s) The Company and its Subsidiaries have complied with their applicable obligations under the Modern Slavery Act 2015 as amended from time to time.

(t) In the period of five years preceding the date of this Agreement, neither the Company nor any of its Subsidiaries (nor any predecessor or owner of any part of their businesses) has been a party to a relevant transfer for the purposes of UK TUPE affecting any of their employees or any other persons employed or engaged in the business of the Company or any of its Subsidiaries and, to the Knowledge of the Company, no event has occurred which may involve such persons being involved in such a transfer in the future. No such persons have had their terms or conditions varied for any reason as a result of or in connection with such a transfer.

(u) Except as disclosed on Schedule 4.8(u), The Lebanese Subsidiary is, and has been during the five years preceding the date of this Agreement, in compliance in all material respects with all applicable social security Laws, including the requirements of the NSSF, applicable to Lebanese Employees and Lebanese Workers.

(v) Except as disclosed on Schedule 4.8(v), he Lebanese Subsidiary has timely paid all contributions to the NSSF and all employment-related Taxes required to be paid to the Lebanese Ministry of Finance (including payroll tax), and duly made all required declarations and filings with the NSSF, the Lebanese Ministry of Finance and other relevant Governmental Entities.

(w) The Lebanese Subsidiary has made reasonably adequate provisions for its end-of-service indemnity liabilities payable to the Lebanese Employees and Lebanese Workers, in accordance with applicable Laws and NSSF requirements.

(x) Except as described on Schedule 4.8(x), the Lebanese Subsidiary is not subject to any pending dispute with the NSSF or any other Governmental Entity relating to labor or social security matters in Lebanon and no such dispute is threatened.

(y) The Lebanese Subsidiary is not a party to or bound by any employment arrangement other than the contracts of employment of the Lebanese Employees and Lebanese Workers disclosed to the Ultimate Parent, and does not maintain, contribute to or have any liability under any pension, retirement or similar scheme or arrangement, other than statutory schemes and obligations required by applicable Laws, including those relating to the NSSF.

As used in this Agreement, the term:

(A) "**Employees**" means the individuals employed by the Company or any of its Subsidiaries under a contract of employment.

(B) "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

(C) "**ERISA Affiliate**" means any Person that, together with the Company, would be treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

(D) "**European Working Time Directive**" means Directive 2003/88/EC of the European Parliament and of the council of 4 November 2003 concerning certain aspects of the organisation of working time, as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

(E) "**NSSF**" means the Lebanese National Social Security Fund.

(F) "**UK TUPE**" means the UK Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

(G) "**UK Employees"** means Employees that are working in the United Kingdom or otherwise subject to UK employment law.

(H) "**UK Workers**" means a worker within the meaning of regulation 2(1) of the Working Time Regulations 1998.

(I) "**U.S. Employees**" means Employees who are working in the United States of America or otherwise subject to U.S. employment law.

(J) "**WARN Act**" means the United States Worker Adjustment and Retraining Notification Act.

(K) "**Workers**" means the individuals engaged to provide services to the Company or any of its Subsidiaries under any agreement which is not a contract of employment with the Company or any of its Subsidiaries, including, without limitation, consultants, contractors, agency workers and non-executive directors.

4.9 Labor Matters.

(a) None of the Company or any of its Subsidiaries is a party to any collective bargaining agreement or other agreement with a labor union or similar organization, and to the Knowledge of the Company, there are no activities or proceedings by any individual or group of individuals, including representatives of any labor organizations or labor unions, to organize any employees of the Company or any of its Subsidiaries.

(b) The Company and its Subsidiaries have paid, and are not delinquent in the payment of: (i) all wages, bonuses, commissions, incentives, reimbursements, vacation, paid time off, severance, termination payments, and other compensation to current and former Employees; and (ii) fees and reimbursements to current and former Workers.

4.10 Compliance with Laws; Permits.

(a) The businesses of each of the Company and its Subsidiaries have not been during the past five years, and are not being, conducted in violation of any federal, state, local, foreign, international or transnational law, statute, ordinance, common law, rule, regulation, standard, judgment, determination, order, writ, injunction, decree, arbitration award, treaty, agency requirement, authorization, license or permit of any Governmental Entity (collectively, "**Laws**"),

except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Company and each of its Subsidiaries has obtained and is in the past five years has been in compliance with all permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity ("**Permits**") necessary to conduct their respective businesses as presently conducted, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Permits shall cease to be effective as a result of the consummation of the Merger or the other transactions contemplated by this Agreement except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The Company, its Subsidiaries, their respective officers, directors, and, to the Knowledge of the Company, any of their respective employees, agents and other Persons acting on their behalf are in the past five years has been in compliance with and have complied with (i) the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78dd1, et seq.) ("**FCPA**"), (ii) the UK Bribery Act 2010 and (iii) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which the Company and its Subsidiaries operate or have operated and in which any agent or representative thereof is conducting or has conducted business involving the Company or any of its Subsidiaries. None of the Company, any of its Subsidiaries or, any of their respective officers, directors, or, to the Knowledge of the Company, any of their respective employees, agents and other Persons acting on their behalf during the past five years have, directly or indirectly, paid, offered or promised to pay, or authorized, ratified or accepted the payment, directly or indirectly, of any monies or anything of value to any national, provincial, municipal or other Government Official or any political party, official of any political party or candidate for political office or another person (within the meaning given in Section 7(3) of the UK Bribery Act 2010 for the purpose of (A) influencing any official act, decision or omission of such Government Official or Governmental Entity or inducing such Government Official or Governmental Entity to affect or influence any act or decision of another Government Official or Governmental Entity; (B) inducing such Government Official or Governmental Entity to do or omit to do any act in violation of the lawful duty of such Government Official or Governmental Entity; (C) influencing any act or decision of such official or of any Government Official or Governmental Entity to obtain or retain business, or direct business to any person or to secure any other improper benefit or advantage, in each case in violation of the FCPA, the UK Bribery Act 2010 or any Laws described in clause (iii) of the first sentence of this paragraph (c), (D) securing any improper advantage or intending to obtain or retain business or advantage in the conduct of business for the Company or its Subsidiaries. As used in this Agreement, the term "**Government Official**" means any official, de facto official, officer, employee or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, and includes any official or employee of any entity directly or indirectly owned or controlled by any Governmental Entity, any officer or employee of a public international organization, as well as any Person acting in an official capacity for or on behalf of any such Governmental Entity or for or on behalf of any such public international organization, and any candidate for political office, any political party or any official of a political party. The Company and its Subsidiaries have not directly or indirectly established or maintained any material fund or asset with respect to the Company or its Subsidiaries that has not been accurately recorded in its books and records. The Company and its Subsidiaries have (x) instituted adequate policies

and procedures (in line with the guidance published by the Secretary of State under Section 9 of the Bribery Act 2010) designed to ensure compliance with the FCPA, the UK Bribery Act 2010 and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate and (y) maintained such policies and procedures in force. To the Knowledge of the Company, no claims, complaints, charges, investigations, inquiry, voluntary disclosures or proceedings are pending, expected or threatened under the FCPA, the UK Bribery Act 2010 or any Laws described in clause (iii) of the first sentence of this paragraph (c).

(d) The Company, each of its Subsidiaries and, to the Knowledge of the Company, its respective directors, officers, employees agents and representatives (in each case in their capacity as such) during the past five years has been and currently is in compliance with all applicable Economic Sanctions Laws, Modern Slavery and Human Trafficking Law and antitrust laws. The Company and its Subsidiaries have not conducted or engaged during the last five years, nor conducts or engages, in any activities, sales, purchases, transactions, business, dealings or deliveries in or with or from or to, any country or other territory that was at the relevant time a Sanctioned Territory or any person, organisation or vessel that was at the relevant time a Sanctioned Person, in each case directly or indirectly through any party, including, to the Knowledge of the Company, any of its or its or their directors, officers, employees, distributors, agents or other persons acting on its or their behalf. Neither the Company, its Subsidiaries nor any of its respective directors or officers or any of their employees, agents or representatives is a Sanctioned Person or has engaged in any transaction, activity or conduct that could reasonably be expected to result in its being designated as a Sanctioned Person. Section 4.10(d) of the Company Disclosure Schedule sets forth an accurate and complete list, as of the date of this Agreement, of material licenses or authorizations under the Economic Sanctions Laws, if any. The Company and its Subsidiaries have (i) instituted policies and procedures designed to ensure compliance with the Economic Sanctions Laws, Modern Slavery and Human Trafficking Laws and antitrust laws in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction and (ii) maintained such policies and procedures in force. To the Knowledge of the Company, no claims, complaints, charges, investigations, inquiry, voluntary disclosures or proceedings are pending, expected or threatened by or against the Company, and no fine, penalty or other type of disciplinary action has been imposed or threatened to be imposed on the Company or any of their directors, officers, employees or agents (in their capacity as such), in connection with any violation or alleged violation of any Economic Sanctions Law, Modern Slavery and Human Trafficking Laws or antitrust laws.

(e) As used in this Agreement, the term:

(A) "**Economic Sanctions Law**" means any applicable economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by any Sanctions Authority, including the U.S. International Traffic in Arms Regulations, the Export Administration Regulations and U.S. sanctions Laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (other than the economic sanctions law, compliance with which would breach the law or regulation of the European Union or the United Kingdom);

(B) "**Modern Slavery and Human Trafficking Law**" means all applicable anti-slavery or human trafficking laws, statutes, regulations and codes from time to time in force, including laws, statues and regulations relating to immigration, recruitment, forced labour, child labour, working hours, minimum pay and work place condition;

(C) "**Sanctioned Person**" means any person, organisation or vessel: (a) listed on, or owned or controlled (as such terms, including any applicable ownership and control requirements, are defined and construed in the applicable Economic Sanctions Law or in any related official guidance) by a person or organisation listed on, a Sanctions List; (b) a government of a Sanctioned Territory; (c) an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Territory; (d) resident or located in, operating from, or incorporated under the laws of, a Sanctioned Territory; or (e) otherwise a target of any Economic Sanctions Law, or is acting on behalf of any of the persons listed in sections (a) to (d) above, for the purpose of evading or avoiding, or having the intended effect of or intending to evade or avoid, or facilitating the evasion or avoidance of any Economic Sanctions Law;

(D) "**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under any Economic Sanctions Law, which, as of the date of this Agreement, include Crimea, Cuba, Iran, North Korea, Syria, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic regions of Ukraine, and the non-government-controlled areas of Ukraine in the oblasts of Kherson and Zaporizhzhia;

(E) "**Sanctions Authority**" means: (a) the United States; (b) the United Nations Security Council; (c) the European Union or any member state thereof; (d) the United Kingdom; or (e) the respective governmental institutions of any of the foregoing including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and His Majesty's Treasury;

(F) "**Sanctions List**" means any of the lists of designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time, including, without limitation, the List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications List, and List of Persons Identified as Blocked Solely Pursuant to Executive Order 13599, each administered by OFAC; the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; and the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury in the UK and the Consolidated Financial Sanctions List maintained by the European Union.

4.11 Takeover Statutes. The Company Board has taken all action required to ensure that no "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation (each, a "**Takeover Statute**") or any anti-takeover provision in the Company's certificate of incorporation or bylaws is applicable to the Company, the shares of Company Common Stock, the Merger or the other transactions contemplated by this Agreement. As of the date of this Agreement, the Company Board has taken all action necessary, assuming the accuracy of the representation in Section 5.5, so that the restrictions on business combinations contained

in Section 203 of the DGCL will not apply with respect to or as a result of this Agreement or the transactions contemplated by this Agreement. As of the date of this Agreement, the Company Board has taken all action necessary, including obtaining the requisite stockholder waiver pursuant to Section E.6 of Article XII of the Company's Charter, so that the mandatory offer provisions, disclosure requirements, and related obligations set forth in Article XII of the Company's Charter will not apply with respect to or as a result of this Agreement or the transactions contemplated by this Agreement, including as a result of the acquisition by Ultimate Parent or any of its Affiliates of thirty percent (30%) or more of the Voting Rights (as defined in the Company's Charter) of the Company. None of the execution and delivery of this Agreement, stockholder or other approval of this Agreement or the consummation of the Merger and the other transactions contemplated by this Agreement could, either alone or in combination with another event, subject Ultimate Parent, Parent, the Company or any of their respective Affiliates to any obligation under applicable Laws or applicable stock exchange rules or regulations to initiate, propose, facilitate or effect any merger proposal, amalgamation, consolidation, dissolution, liquidation, tender offer, exchange offer, recapitalization, reorganization, spin-off, share exchange, business combination or similar transaction involving the Company or any of its Subsidiaries, other than the Merger and the other transactions contemplated by this Agreement. In addition, the Company's Charter contains takeover-related provisions in Article XII that are modeled on certain principles of the City Code on Takeovers and Mergers (the "**UK Takeover Code**"), including mandatory offer requirements, disclosure obligations, and acting-in-concert provisions; provided, however, as set forth above, the Company Board has obtained the requisite stockholder waiver under Article XII such that such provisions do not apply to the Merger or the other transactions contemplated by this Agreement. The UK Takeover Code does not, by its own force, apply to the Company by virtue of the Company's status as a corporation incorporated in the State of Delaware, and accordingly the Company is not subject to the UK Takeover Code in the event of a takeover or merger. Accordingly, the UK Takeover Code does not apply to the Merger in any respect. For purposes of this Agreement, the term "**Affiliate**" when used with respect to any party shall mean any Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified, and the term "**Control**" (including the terms "Controlling," "Controlled by" or "under common Control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, the definition of "Control" set forth in this Section 4.11 is used solely for the purpose of determining "Affiliate" status under this Agreement and is distinct from the definition of "Control" set forth in Article XII of the Company's Charter.

4.12 Environmental Matters.

(a) (i) The Company has complied at all times in all material respects with all applicable Environmental Laws and environmental Permits; (ii) to the Knowledge of the Company, no property (including soils, groundwater, surface water, buildings or other structures) currently or formerly owned or operated by the Company has been contaminated with any Hazardous Substance that could reasonably be expected to result in its liability pursuant to any Environmental Law; (iii) to the Knowledge of the Company, there are no other liabilities or obligations of the Company relating to any Environmental Law or the release of any Hazardous Substance; (iv) the Company has not received any written notice, demand, letter, claim or request

for information alleging that the Company may be in violation of or subject to liability under any Environmental Law; (v) neither the Company nor any Subsidiary is subject to any order, decree, injunction or other binding arrangement with any Governmental Entity concerning any liability or obligations relating to any Environmental Law; (vi) to the Knowledge of the Company, there are no other circumstances or conditions involving the Company that could reasonably be expected to result in any material claim, liability, investigation, cost or restriction on the ownership, use or transfer of any property in connection with any Environmental Law; and (vii) the Company has not, by agreement or operation of law, assumed, undertaken or otherwise become subject to any liability of another Person relating to Environmental Laws.

(b) The Company has delivered to Ultimate Parent copies of all reports, studies, assessments, sampling data and other information addressing conditions, acts or inactions that could result in its liability relating to Environmental Laws in its possession relating to Company or any of its current or former properties or operations.

(c) As used in this Agreement, the term:

(A) "**Environmental Law**" means Law relating to: (A) the protection of health, safety or the environment; (B) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance; or (C) noise, odor, indoor air, employee exposure, wetlands, pollution, contamination or any injury or threat of injury to persons or property by any Hazardous Substance present in or released into the environment.

(B) "**Hazardous Substance**" means any substance that is: (A) listed, classified or regulated pursuant to any Environmental Law; and (B) any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, mold, radioactive material or radon.

(d) The representations in this subsection 4.12 are the Company's exclusive representations with respect to Environmental Laws.

4.13 Tax Matters.

(a) The Company and each of its Subsidiaries (i) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all income and other material Tax Returns required to be filed by any of them with the appropriate Taxing authority and all such filed Tax Returns are accurate and complete in all material respects; (ii) have paid all income and other material Taxes that are required to be paid (whether or not shown on any Tax Returns) except for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP or IFRS, as applicable; (iii) have withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, stockholder, creditor, independent contractor or third party (each as determined for Tax purposes); (iv) have complied with all information reporting (and related withholding) and record retention requirements; and (v) have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency and neither the Company nor any of its Subsidiaries has received a written request from a Governmental Entity to execute such a waiver or extension.

(b) The Company and each of its Subsidiaries have made adequate provision in accordance with GAAP or IFRS, as applicable, for Taxes that are not yet due and payable for all taxable periods, or portions thereof, ending on or before the date of this Agreement.

(c) In the last six years, neither the Company nor any of its Subsidiaries has been informed in writing by any jurisdiction that the jurisdiction believes that the Company or any of its Subsidiaries was required to file any Tax Return that was not filed.

(d) The Company has made available to Ultimate Parent prior to the date of this Agreement accurate and complete copies of any private letter ruling requests, closing agreements or gain recognition agreements with respect to Taxes requested or executed in the last six years.

(e) There are no Encumbrances for Taxes (except Taxes not yet due and payable) on any of the assets of the Company or any of its Subsidiaries.

(f) Neither the Company nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than (A) such an agreement or arrangement exclusively between or among the Company and its Subsidiaries and (B) any agreement or arrangement entered into in the ordinary course of business and not primarily related to Taxes).

(g) Neither the Company nor any of its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company) or (B) has any liability for the Taxes of any person (other than the Company or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of Law), as a transferee or successor, by contract or otherwise.

(h) Neither the Company nor any of its Subsidiaries has been, within the past two years or otherwise as part of a "plan (or series of related transactions)" within the meaning of Section 355(e)of the Code of which the Merger is also a part, a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(i) Neither the Company nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(j) At no time during the past five years has the Company been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(k) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or to exclude any material item of deduction from, taxable income in any taxable period (or portion thereof) ending after the Closing Date as a result of any closing agreement, installment sale or open transaction on or prior to the Closing Date, any accounting method change or agreement with any Tax authority, any prepaid amount received on or prior to the Closing Date, any intercompany transaction or excess loss account described in Section 1502 of the Code (or any corresponding provision of Tax Law), or any election pursuant to Section 108(i) of the Code (or any similar provision of Law) made with respect to any taxable period ending on or prior to the Closing Date.

(l) As used in this Agreement, (i) the term "**Tax**" (including, with correlative meaning, the term "**Taxes**") includes all federal, state, local and foreign income, windfall or other profits, franchise, net income, gross receipts, environmental, customs duty, capital stock, severances, stamp, transfer, payroll, sales, employment, unemployment, disability, use, property, withholding, excise (including medical device excise taxes), production, value added, escheat, unclaimed property, occupancy and other taxes, duties or assessments in the nature of a tax, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions and (ii) the term "**Tax Return**" includes all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, required to be filed or supplied to Taxing authority.

4.14 Intellectual Property.

(a) Section 4.14(a) of the Company Disclosure Schedule sets forth an accurate and complete list of all Registered Intellectual Property Rights owned by the Company or any of its Subsidiaries (the "**Registered IP**"), setting forth for each item (i) the registration and/or application number (as applicable), (ii) the registration and/or application date (as applicable) and (iii) the applicable filing jurisdiction (or in the case of an Internet domain name, the applicable domain name registrar). To the Knowledge of the Company, all of the Registered IP is valid, subsisting and enforceable, and none of the Registered IP is subject to any outstanding order, judgment, decree or agreement adversely affecting the Company's or any of its Subsidiaries' ownership or use of, or rights in or to, any Registered IP. None of the Registered IP is involved or has been involved in the three years prior to the date of this Agreement in any inventorship challenge, interference, reissue, re-examination, opposition, invalidity, nullity or any other proceeding before the United States Patent and Trademark Office or any similar Governmental Entity.

(b) To the Knowledge of the Company, the Company and its Subsidiaries (i) solely and exclusively own, or (ii) have a valid and enforceable right to use all Intellectual Property Rights used in or necessary for the conduct of their respective businesses as currently conducted free and clear of any Encumbrances (the "**Company Intellectual Property**"). The Company Intellectual Property will continue to be owned or available for use by the Company and its Subsidiaries after the consummation of the transactions contemplated by this Agreement on the same terms and conditions as are in place on the date of this Agreement, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) To the Knowledge of the Company, neither the conduct of the business of the Company or any of its Subsidiaries nor the development, manufacture, use, sale, commercialization or other exploitation of any product or service of the Company or any of its Subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property Rights of any Person, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no written claim, action, suit, proceeding, investigation or notice (including any "cease and desist" letter or written invitation to take a license) pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries alleging that the Company or any of its Subsidiaries or any of their respective products or services is infringing, misappropriating or otherwise violating the Intellectual Property Rights of any

Person, and there has been no such written or threatened claim, action, suit, proceeding, investigation or notice in the three years prior to the date of this Agreement.

(d) To the Knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Company Intellectual Property. In the three years prior to the date of this Agreement, neither the Company nor any of its Subsidiaries has, asserted any written claim, action, suit, proceeding or investigation (including any "cease and desist" letter or written invitation to take a license) against any Person alleging infringement, misappropriation or any other violation of any Company Intellectual Property.

(e) The Company and each of its Subsidiaries have obtained from each Person (including current and former employees, officers, directors, consultants and contractors, collectively, "**Company Personnel**") who has created or developed any material Intellectual Property Rights for or on behalf of the Company or any of its Subsidiaries, a written, valid and enforceable assignment of such Intellectual Property Rights to the Company or one of its Subsidiaries, as applicable. Any Intellectual Property Rights created, prepared, developed or conceived by employees for or on behalf of the Company or any of its Subsidiaries were created, prepared, developed or conceived within the scope of their employment. Any Intellectual Property Rights created, prepared, developed or conceived by independent contractors for or on behalf of the Company or any of its Subsidiaries were created, prepared, developed or conceived (i) without using any of their employers' equipment, supplies, facilities, confidential information or Trade Secrets and (ii) not on their employers' time. To the Knowledge of the Company, no present or former independent contractor engaged by the Company or any of its Subsidiaries has violated any agreement between such independent contractor and his or her current or former employer. To the Knowledge of the Company, none of the Company Personnel has included or embedded any Intellectual Property Rights of any third party into any of the products, services or other assets of the Company or any of its Subsidiaries. To the extent any of the Company Personnel has included or embedded any Intellectual Property Rights of any third party into any of the products, services or other assets of the Company or any of its Subsidiaries, the Company and its Subsidiaries have been granted an irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to exploit such Intellectual Property Rights in any manner and for any purpose.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality and value of all the Company Intellectual Property, including Trade Secrets and to the Knowledge of the Company, no Trade Secrets included in the Company Intellectual Property have been disclosed by the Company any Person or used or discovered by any Person for the Company except pursuant to written, valid and enforceable non-disclosure, Intellectual Property Rights assignment and/or license agreements which have not been breached.

(g) The Company IT Assets (i) operate and perform as required by the Company and each of its Subsidiaries for the operation of their respective businesses in all material respects, (ii) have not materially malfunctioned or failed in the three years prior to the date of this Agreement in a manner that has had a material impact on the business of the Company or any of its Subsidiaries and (iii) are free from material bugs or other defects. The Company and each of its Subsidiaries has taken commercially reasonable measures to (A) protect the confidentiality, integrity and security of the Company IT Assets from any unauthorized access, use, interruption or modification by any third parties, including the implementation of reasonable backup and disaster recovery

technology processes consistent with best industry practices and (B) prevent the introduction of malicious code into any Company IT Assets, which are regularly updated and consistent with best industry practices. To the Knowledge of the Company, no Person has gained unauthorized access to any Company IT Asset.

(h) No Company Software that is included in any product or service distributed by the Company or any of its Subsidiaries to any third party or used by any third party (other than contractors in connection with performing services for the Company or any of its Subsidiaries) contains any Software that is subject to any obligation or condition under any license identified as an open source license by the Open Source Initiative (www.opensource.org/) or any other software distributed as "open source" or "free" software (any such Software, an "**Open Source Software**") that conditions the distribution or such use of such Company Software on (i) the disclosure, licensing or distribution of any source code for any such Company Software (including any Intellectual Property Rights embodied therein), (ii) granting licensees of such Company Software the right to make derivative works or other modifications to any such Company Software, (iii) the licensing of such Company Software under any term or condition that allows any such Company Software to be reverse engineered, reverse assembled or disassembled or (iv) the redistribution of any such Company Software at no license fee or any other payment. No third party has made any claim, and to the Knowledge of Company, no third party has any basis for making any claim, against the Company or any of its Subsidiaries, seeking to terminate the Company's or any of its Subsidiaries use of any Open Source Software, in any Company Software.

(i) For purposes of this Agreement, the following terms have the following meanings:

(A) "**Company IT Assets**" means all computers, Software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment and associated documentation owned or used by the Company or any of its Subsidiaries.

(B) "**Company Software**" means any Software owned by the Company or any of its Subsidiaries.

(C) "**Intellectual Property Rights**" means all intellectual property rights arising under the Laws of any jurisdiction in the world or any international treaty or convention, including all rights in any of the following: (i) trademarks, service marks, brand names, trade names, Internet domain names, logos, symbols, trade dress and any and all other similar indicia of origin, and all registrations and applications for registration of any of the foregoing, in each case, including all goodwill associated therewith and symbolized thereby; (ii) patents and patent applications, including provisional applications, statutory invention registrations and all related continuations, continuation-in-part, divisions, reissues, re-examinations, substitutions and extensions thereof; (iii) trade secrets and any other proprietary rights in any proprietary information, know-how, data and databases, processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists (collectively, "**Trade Secrets**"); (iv) published and unpublished works of authorship, whether copyrightable or not (including Software, data, databases and other compilations of information), copyrights therein and

thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof.

(D) "**Software**" means any and all computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code, object code or other form, including libraries, subroutines and other components thereof, together with input and output formats.

(E) "**Registered**" means issued by, registered with or the subject of a pending application before any Governmental Entity or Internet domain name registrar.

4.15 Insurance. All fire and casualty, general liability, business interruption, cyber, product liability, sprinkler and water damage, workers' compensation and employer liability, directors, officers and fiduciaries policies and other liability insurance policies ("**Insurance Policies**") maintained by the Company or any of its Subsidiaries are with reputable insurance carriers, provide full and adequate coverage for all normal risks incident to the business of the Company and its Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by Persons engaged in similar businesses and subject to the same or similar perils or hazards, except as would not, individually or in the aggregate, reasonably expected to have a Material Adverse Effect. The Company has made available to Ultimate Parent prior to the date of this Agreement accurate and complete copies of the Insurance Policies. Each Insurance Policy is in full force and effect and all premiums due with respect to all Insurance Policies have been paid, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action that (including with respect to the transactions contemplated by this Agreement), with notice or lapse of time or both, would constitute a breach or default, or permit a termination of any of the Insurance Policies, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.16 Material Contracts.

(a) Except for this Agreement, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by:

(A) any Contract for the lease of real or personal property providing for annual payments of $100,000 or more;

(B) any Contract that is reasonably likely to require, during the remaining term of such Contract annual payments to or from the Company and its Subsidiaries of more than $100,000;

(C) any partnership, joint venture or other similar agreement or arrangement;

(D) any Contract (other than solely among direct or indirect wholly owned Subsidiaries of the Company) relating to Indebtedness in excess of $100,000;

(E) any Contract involving the payment or receipt of royalties or other amounts of more than $100,000 in the aggregate calculated based upon the revenues or income of

the Company or its Subsidiaries or income or revenues related to any product of the Company or its Subsidiaries;

(F) any Contract that would prevent, materially delay or materially impair the Company's ability to consummate the Merger or the other transactions contemplated by this Agreement;

(G) any Contract providing for indemnification by the Company or any of its Subsidiaries of any Person, except for any such Contract that is (A) not material to the Company or any of its Subsidiaries and (B) entered into in the ordinary course of business;

(H) any Contract that was not negotiated and entered into on an arm's length basis reasonably likely to result in payments with a value in excess of $100,000 in any 12-month period;

(I) any non-competition Contract or other Contract that (A) purports to limit in any material respect either the type of business in which the Company or its Subsidiaries (or, after the Effective Time, Ultimate Parent, Parent or their respective Affiliates) may engage or the manner or locations in which any of them may so engage in any business, (B) could require the disposition of any material assets or line of business of the Company or its Subsidiaries or, after the Effective Time, Ultimate Parent, Parent or their respective Affiliates, (C) grants "most favored nation" status that, following the Merger, would apply to Ultimate Parent, Parent or their respective Affiliates, including the Company and its Subsidiaries, or (D) prohibits or limits the rights of the Company or any of its Subsidiaries to make, sell or distribute any products or services, or use, transfer, license, distribute or enforce any of their respective Intellectual Property Rights;

(J) any Contract pursuant to which (i) any Intellectual Property Rights are licensed to or from the Company or any of its Subsidiaries (other than non-exclusive licenses for non-customized Software that is generally available on commercial terms and that is not incorporated in or distributed with any Company Software) and Open Source Software, including any settlement agreements, covenants not to sue, judgments or orders contemplating any such licenses of Intellectual Property Rights, (ii) any Intellectual Property Rights are assigned or agreed to be assigned to or from the Company or any of its Subsidiaries (other than standard employment agreements between the Company or any of its Subsidiaries and their respective employees) or (iii) any Intellectual Property Rights are created or developed by or on behalf of the Company or any of its Subsidiaries;

(K) any Contract containing a standstill or similar agreement pursuant to which one party has agreed not to acquire assets or securities of the other party or any of its Affiliates;

(L) any Contract between the Company or any of its Subsidiaries, on the one hand, and any director or officer of the Company or any Person beneficially owning 5% or more of the outstanding shares of Company Common Stock or any of their respective Affiliates, on the other hand;

(M) any Contract that contains a put, call or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable, any equity interests or assets of any Person;

(N) to the Knowledge of the Company, any Contract to which the Company or any of its Subsidiaries is a party, or by which any of them are bound, the ultimate contracting party of which is a Governmental Entity (including any subcontract with a prime contractor or other subcontractor who is a party to any such Contract) (each, a "**Government Contract**"); and

(O) any other Contract or group of related Contracts that, individually or in the aggregate, if terminated or subject to a default by any party thereto, would have or would reasonably be expected to have a Material Adverse Effect (each Contract constituting any of the foregoing types of Contract described in clauses (i) through (xv) above, including all amendments, exhibits and schedules to each such Contract from time to time, is referred to in this Agreement as a "**Material Contract**").

(b) A copy of each Material Contract entered into prior to the date of this Agreement has previously been made available to Ultimate Parent prior to the date of this Agreement. Each Material Contract is valid and binding on the Company or its Subsidiaries, as the case may be, and, to the Knowledge of the Company, on each other party thereto, and is in full force and effect. There is no default under any such Material Contracts by the Company or its Subsidiaries, or to the Knowledge of the Company, any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or its Subsidiaries, or, to the Knowledge of the Company, any other party thereto, except in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the business of, or result in a material liability to, the Company and its Subsidiaries. As of the date of this Agreement, no party to any Material Contract has given the Company or any of its Subsidiaries written notice of its intention to cancel, terminate, change the scope of rights or the pricing or the other materials terms under, or fail to renew, any Material Contract, and the execution or performance of this Agreement and consummation of the Merger will not conflict with or result in the breach of or constitute a default under any of the terms, conditions or other provisions of any Material Agreement to which the Company or any of the Subsidiaries is a party or likely result in any counterparty to any such agreement seeking to terminate or vary that agreement.

(c) Neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any of their respective personnel is or has been (i) under administrative, civil or criminal investigation, or indictment or audit by any Governmental Entity with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract, (ii) suspended or debarred from doing business with any Governmental Entity or (iii) the subject of a finding of non-responsibility or ineligibility for contracting with any Governmental Entity. Neither the Company nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary disclosure to any Governmental Entity with respect to any alleged irregularity, misstatement or omission arising under or relating to a Government Contract.

(d) The term "**Indebtedness**" means, with respect to any Person, without duplication, all obligations or undertakings by such Person: (i) for borrowed money (including deposits or

advances of any kind to such Person); (ii) evidenced by bonds, debentures, notes or similar instruments; (iii) for capitalized leases or to pay the deferred and unpaid purchase price of property or equipment; (iv) pursuant to securitization or factoring programs or arrangements; (v) pursuant to guarantees and arrangements having the economic effect of a guarantee of any Indebtedness of any other Person (other than between or among any of Ultimate Parent and its wholly owned Subsidiaries or between or among the Company and its wholly owned Subsidiaries); (vi) to maintain or cause to be maintained the financing, financial position or covenants of others or to purchase the obligations or property of others; (vii) net cash payment obligations of such Person under swaps, options, derivatives and other hedging Contracts or arrangements that will be payable upon termination thereof (assuming termination on the date of determination); or (viii) letters of credit, bank guarantees, and other similar Contracts or arrangements entered into by or on behalf of such Person.

4.17 Brokers and Finders. Neither the Company nor any of its officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the Merger or the other transactions contemplated in this Agreement, except that the Company has engaged Cavendish Capital Markets Limited as its financial advisor. The Company has made available to Ultimate Parent, prior to the date of this Agreement, accurate and complete copies of all Contracts pursuant to which Cavendish Capital Markets Limited is entitled to any fees and expenses in connection with any of the transactions contemplated by this Agreement.

4.18 Suppliers and Customers.

(a) Section 4.18(a) of the Company Disclosure Schedule sets forth an accurate and complete list of the suppliers from whom the Company made purchases over $100,000 during the 12 months ended June 30, 2026 (each a "**Top Supplier**") and the top 20 customers (each a "**Top Customer**") by the aggregate dollar amount of payments from such customer during the 12 months ended June 30, 2026.

(b) Since June 30, 2026, (i) there has been no termination of the business relationship of the Company or its Subsidiaries with any Top Supplier or any Top Customer, (ii) there has been no change in the material terms of the business relationship of the Company or any of its Subsidiaries with any Top Supplier or Top Customer that would be materially adverse to the Company or its Subsidiaries and (iii) no Top Supplier or Top Customer has notified the Company or any of its Subsidiaries in writing that it intends to terminate or change the pricing or other terms of its business in any material respect adverse to the Company or its Subsidiaries.

(c) As of the date of this Agreement, there is no default on the part of the Company or its Subsidiaries under any Contracts or other legal arrangements with any Top Supplier or any Top Customer, or to the Knowledge of the Company, on the part of any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or its Subsidiaries, or, to the Knowledge of the Company, any other party thereto, except in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the business of, or result in a material liability to, the Company and its Subsidiaries.

(d) Except for letters of credit for outstanding purchase orders, none of the Company or any of its Subsidiaries is required to provide any material bonding or other material financial security arrangements in connection with any transactions with any supplier in the ordinary course of its business.

4.19 Real Property.

(a) Neither the Company nor any of its Subsidiaries own any real property.

(b) With respect to the real property leased or subleased to the Company or its Subsidiaries (the "**Leased Real Property**", and each of them, a "**Leased Real Property**"), the lease or sublease for such property is valid, legally binding, enforceable and in full force and effect, except as set forth in Section 4.19(a) of the Company Disclosure Schedule, and none of the Company or any of its Subsidiaries is in breach of or default under such lease or sublease, and no event has occurred, which, with notice, lapse of time or both, would constitute a breach or default by any of the Company or its Subsidiaries or permit termination, modification or acceleration by any third party thereunder, or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Section 4.19(c) of the Company Disclosure Schedule contains an accurate and complete list of all Leased Real Property, in each case. Other than as set out at Section 4.20(c) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries has any interest or liability (contingent or actual) in respect of any real property.

(d) In respect of each Leased Real Property:

(A) The relevant Company or its Subsidiary is in exclusive physical occupation and possession;

(B) There are no circumstances which would entitle any third party to exercise a right or power of entry or to take possession.

(C) Each Leased Real Property has the benefit of the legal rights necessary to use and enjoy the Property for its existing use free from unusual or onerous conditions or restrictions or any right to terminate or curtail them and there are no reasons why the Leased Real Property may not continue to be used for its existing use (including following consummation of the Merger).

(e) To the Knowledge of the Company, there are no breaches of current or previous legislation or regulations, orders, notices or directions made under such legislation capable of enforcement affecting any Leased Real Property, and there are no outstanding requirements or recommendations of any competent authority.

4.20 Data Protection. Each of the Company and its Subsidiaries has complied in all material respects with all applicable data protection law including the General Data Protection Regulation ((EU) 2016/679 ("**GDPR**")), read in conjunction with and subject to any applicable national legislation that provides for specifications or restrictions of the GDPR's rules, including

if applicable the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, the UK Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable superseding or replacement legislation, and the Lebanese law n. 81 dated 10 October 2018 on Electronic Transactions and Personal Data.

4.21 No Material Misstatement or Omission. No representation or warranty or other statement made by the Company in this Agreement or the Company Disclosure Schedule contains any untrue statement of material fact or omits to state a material fact necessary to make the statements in this Agreement, in the light of the circumstances in which were made, not misleading.

4.22 Transactions with Affiliates.

To the Knowledge of the Company, since the date five years prior to the date of this Agreement, there have been no transactions, or series of related transactions, agreements, arrangements or understandings in effect, nor are there any currently proposed transactions, or series of related transactions, agreements, arrangements or understandings, with any director, officer, employee, stockholder or other Affiliate of the Company or any of its Subsidiaries, that would be required to be disclosed under applicable Law or the applicable rules of AIM and that have not been otherwise disclosed in the Company Disclosure Schedule.

All related-party transactions entered into by the Lebanese Subsidiary have been entered into in compliance with applicable Lebanese Laws, including by obtaining applicable authorizations and approvals and by making all required reporting and disclosures.

4.23 Opinion of Financial Advisor.

Newbridge Securities Corporation has delivered to the Board of the Company its opinion, to the effect that, as of the date of such opinion and based on and subject to the various assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration is fair, from a financial point of view, to the holders of Company Common Stock.

4.24 Support and Rollover Agreements.

Concurrently with the execution of this Agreement, the Company has delivered to Ultimate Parent the duly executed Company Support Agreement. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach by the Company under any Company Support Agreement.

4.25 Non-Reliance. The Company acknowledges and agrees that it is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties of Ultimate Parent, Parent and Merger Sub in Article V. Notwithstanding the foregoing, nothing set forth herein shall limit or otherwise impair the rights of the Company under this Agreement or applicable Law arising out of Fraud (as defined below) or Willful Breach (as defined below) by Ultimate Parent or Merger Sub.

ARTICLE V

Representations and Warranties of Ultimate Parent, Parent and Merger Sub

Ultimate Parent, Parent and Merger Sub each hereby represent and warrant to the Company that:

5.1 Organization and Good Standing. Each of Ultimate Parent, Parent and Merger Sub is a limited liability company or corporation duly formed or incorporated, as applicable, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation, as applicable.

5.2 Corporate Authority. Each of Ultimate Parent, Parent and Merger Sub has all requisite company or corporate power and authority, as applicable, and has taken all company or corporate action, as applicable, necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger and the other transactions contemplated by this Agreement, subject only to adoption of this Agreement by Ultimate Parent as the indirect sole stockholder of Merger Sub following the execution of this Agreement. This Agreement has been duly executed and delivered by each of Ultimate Parent, Parent and Merger Sub and constitutes a valid and binding agreement of Ultimate Parent, Parent and Merger Sub, enforceable against each of Ultimate Parent, Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

5.3 Governmental Filings; No Violations.

(a) Other than the filings, notices, reports, consents, registrations, approvals, permits, expirations of waiting periods or authorizations (i) pursuant to the DGCL and the DE LLCA, and (ii) required to be made under the UK NSI Act, no filings, notices, reports, consents, registrations, approvals, permits or authorizations are required to be made by Ultimate Parent, Parent or Merger Sub with, nor are any required to be obtained by Ultimate Parent, Parent or Merger Sub from, any Governmental Entity in connection with the execution, delivery and performance of this Agreement by Ultimate Parent, Parent and Merger Sub and the consummation of the Merger and the other transactions contemplated by this Agreement or in connection with the continuing operation of the business of Ultimate Parent, Parent and its Subsidiaries following the Effective Time, except as would not prevent, materially delay or materially impair the ability of Ultimate Parent to consummate the Merger or the other transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement by Ultimate Parent, Parent and Merger Sub do not, and the consummation of the Merger and the other transactions contemplated by this Agreement will not, constitute or result in (i) a breach or violation of, or default under, the certificate of incorporation or bylaws of Ultimate Parent, Parent or Merger Sub, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of Ultimate Parent, Parent or Merger Sub pursuant to, any Contracts binding upon Ultimate Parent, Parent or Merger Sub, or assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated by this Agreement) compliance with the matters referred to in Section

5.3(a), under any Law to which Ultimate Parent, Parent or Merger Sub is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon Ultimate Parent or any of its Subsidiaries, except, in the case of clauses (ii) or (iii) above, as would not prevent, materially delay or materially impair the ability of Ultimate Parent, Parent or Merger Sub to consummate the Merger or the other transactions contemplated by this Agreement.

5.4 Litigation.

(a) As of the date of this Agreement, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or, to the Knowledge of Ultimate Parent, threatened against Ultimate Parent, Parent or Merger Sub, except as would not prevent, materially delay or materially impair the ability of Ultimate Parent to consummate the Merger or the other transactions contemplated by this Agreement.

(b) As of the date of this Agreement, neither Ultimate Parent, Parent nor Merger Sub is a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any Governmental Entity, except as would not prevent, materially delay or materially impair the ability of Ultimate Parent to consummate the Merger or the other transactions contemplated by this Agreement.

5.5 Ownership of Company Stock. Ultimate Parent, Parent and Merger Sub and their respective Subsidiaries do not own (directly or indirectly, beneficially or of record) and have never owned (directly or indirectly, beneficially or of record) any Shares or other securities of the Company or any options, warrants or other rights to acquire Company Common Stock or any other economic interest (through derivative securities or otherwise) in the Company. Prior to the date hereof, neither Ultimate Parent, Parent nor Merger Sub has taken, or authorized or permitted any Representatives of Ultimate Parent, Parent or Merger Sub to take, any action that would cause either Ultimate Parent, Parent or Merger Sub to be deemed an "interested stockholder" (as defined in Section 203 of the DGCL) of the Company.

5.6 Available Funds. Ultimate Parent has or will at the Closing have available to it all funds necessary to satisfy all of its obligations hereunder and in connection with the Merger and the other transactions contemplated by this Agreement. Ultimate Parent is not entering into this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of itself, Parent and Merger Sub. Immediately after giving effect to the consummation of the transactions contemplated by this Agreement, Ultimate Parent and Parent will be Solvent. For the purposes of this Section, "**Solvent**" means, with respect to any Person, that: (a) the fair saleable value (determined on a going concern basis) of the assets of such Person is greater than the total amount of such Person's liabilities (including all liabilities, whether or not reflected on a balance sheet prepared in accordance with GAAP or IFRS, and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed); (b) such Person is able to pay its debts and obligations in the ordinary course of business as they become due; and (c) such Person has adequate capital to carry on its businesses and all businesses in which it is about to engage.

5.7 Merger Sub. The limited liability company interests of Merger Sub consist solely of 1,000 Units, all of which are validly issued and outstanding. All of the issued and outstanding membership interests of Merger Sub are, and at the Effective Time will be, owned by Parent or a

direct or indirect wholly owned Subsidiary of Ultimate Parent, and there are (a) no other membership interests or voting securities of Merger Sub, (b) no securities of Merger Sub convertible into or exchangeable for membership interests or voting securities of Merger Sub and (c) no options or other rights to acquire from Merger Sub, and no obligations of Merger Sub to issue, any membership interests, voting securities or securities convertible into or exchangeable for membership interests or voting securities of Merger Sub. Merger Sub has not conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

5.8 Brokers and Finders.

There is no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of Ultimate Parent, Parent or Merger Sub who might be entitled to any fee or commission from the Company or any of its Affiliates in connection with the transactions contemplated by this Agreement.

5.9 Non-Reliance. Ultimate Parent, Parent and Merger Sub acknowledge and agree that each is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties of the Company in Article IV. Notwithstanding the foregoing, nothing set forth herein shall limit or otherwise impair the rights of Ultimate Parent or Merger Sub under this Agreement or applicable Law arising out of Fraud or Willful Breach by the Company.

ARTICLE VI

Covenants

6.1 Interim Operations.

(a) The Company covenants and agrees as to itself and its Subsidiaries that, after the date of this Agreement and prior to the Effective Time (unless Ultimate Parent shall otherwise approve in writing), the business of it and its Subsidiaries shall be conducted in the ordinary course of business in all material respects and, to the extent consistent therewith, it and its Subsidiaries shall consistent with past practice preserve their business organizations intact and maintain existing relations and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, distributors, creditors, and lessors, and, shall not terminate without cause any of its and its Subsidiaries' present officers, employees and agents, except as otherwise expressly contemplated by this Agreement or as required by applicable Law. Without limiting the generality of and in furtherance of the foregoing, from the date of this Agreement until the Effective Time, except as otherwise expressly (A) required or contemplated by this Agreement, (B) required by applicable Law, (C) as approved in writing by Ultimate Parent (such approval not to be unreasonably withheld, conditioned or delayed) or (D) set forth on Section 6.1 of the Company Disclosure Schedule, the Company will not and will cause its Subsidiaries not to:

(A) adopt or propose any change in its certificate of incorporation or bylaws or comparable governing documents or, solely with respect to the Company, change its jurisdiction of incorporation or enter into a reorganization where it becomes a wholly-owned Subsidiary of an entity incorporated in a different jurisdiction;

(B) merge or consolidate itself or any of its Subsidiaries with any other Person, except for any such transactions among its wholly owned Subsidiaries, or restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(C) acquire material assets outside of the ordinary course of business from any other Person;

(D) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or Encumbrance of, or otherwise enter into any Contract or understanding with respect to the voting of, any shares of its capital stock or of any of its Subsidiaries, or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities (except for the issuance of shares in respect of Company Options outstanding as of the date of this Agreement in accordance with their terms and, as applicable, the Stock Plan as in effect as of the date of this Agreement);

(E) make any loans, advances, guarantees or capital contributions to or investments in any Person (other than to or from the Company and any of its wholly owned Subsidiaries or routine travel advances issued in the ordinary course of business);

(F) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (except for dividends paid by any direct or indirect wholly owned Subsidiary to it or to any other direct or indirect wholly owned Subsidiary);

(G) reclassify, split, combine, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock (other than the withholding of shares to satisfy withholding Tax obligations in respect of Company Options outstanding as of the date of this Agreement in accordance with their terms and, as applicable, the Stock Plan);

(H) incur any Indebtedness (including the issuance of any debt securities, warrants or other rights to acquire any debt security), except for (A) Indebtedness in replacement of existing Indebtedness for borrowed money on terms substantially consistent with or more favorable to the Company than the Indebtedness being replaced or (B) guarantees of Indebtedness of its wholly owned Subsidiaries otherwise incurred in compliance with this Section 6.1;

(I) make or authorize any payment of, or accrual or commitment for, capital expenditures in excess of $50,000 in the aggregate;

(J) other than in the ordinary course of business, enter into any Contract that would result in the Company owing any amount to a third party and that would have been a Material Contract had it been entered into prior to this Agreement or amend, modify, supplement, waive, terminate, assign, convey, encumber or otherwise transfer, in whole or in part, rights or interest pursuant to or in any Material Contract, other than expirations of any such Contract in the ordinary course of business in accordance with the terms of such Contract, or cancel, modify or waive any debts or claims held by it or waive any rights;

(K) settle any action, suit, claim, hearing, arbitration, investigation or other proceedings for an amount in excess of $100,000 in the aggregate or any obligation or liability of it in excess of such amount or on a basis that would result in the imposition of any writ, judgment, decree, settlement, award, injunction or similar order of any Governmental Entity that would restrict the future activity or conduct of the Company or any of its Subsidiaries or a finding or admission of a violation of Law or violation of the rights of any Person or that is brought by any current, former or purported holders of any capital stock or debt securities of the Company or any of its Subsidiaries relating to the Merger or the other transactions contemplated by this Agreement;

(L) make any changes with respect to accounting policies or procedures, except as required by changes in GAAP or IFRS;

(M) enter into any line of business in any geographic area other than the existing lines of business of the Company and its Subsidiaries and lines of products and services reasonably ancillary to any existing line of business, in any geographic area for which a Permit (if one is required) authorizing the conduct of such business, product or service in such geographic area is held by it or any of its Subsidiaries or, except as currently conducted, engage in the conduct of any business in any jurisdiction that would require the receipt or transfer of any Permit issued by any Governmental Entity that would reasonably be expected to prevent, impair or materially delay the ability of the Company to consummate the Merger and the other transactions contemplated by this Agreement;

(N) make, change or revoke any Tax election, change an annual Tax accounting period, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle any Tax claim, audit, assessment or dispute, surrender any right to claim a refund of a material amount of Taxes, take any action (other than any actions taken in the ordinary course of business) that is reasonably likely to result in a material increase in the Tax liability of the Company or its Subsidiaries or, in respect of any taxable period (or portion thereof) ending after the Closing Date, the Tax liability of Ultimate Parent or its Affiliates;

(O) transfer, sell, lease, divest, cancel or otherwise dispose of, or permit or suffer to exist the creation of any Encumbrance upon, any assets, product lines or businesses of it or any of its Subsidiaries, including capital stock of any of its Subsidiaries,

except in connection with services provided in the ordinary course of business and sales of obsolete assets;

(P) (A) sell, assign, transfer or otherwise dispose of any Intellectual Property Rights to any Person, (B) grant any license, covenant not to sue, release, waiver or other right under any Company Intellectual Property to any Person other than non-exclusive licenses granted in the ordinary course of business, (C) cancel, abandon or allow to lapse or expire any Registered IP or (D) omit to take any action which adversely affects or could adversely affect any Company Intellectual Property;

(Q) except as required pursuant to the terms of any Company Benefit Plan in effect as of the date of this Agreement, or as otherwise required by applicable Law, (A) increase in any manner the compensation or consulting fees, bonus, pension, welfare, fringe or other benefits, severance or termination pay of any Company Employee, except (1) for employees who are not officers, increases in compensation, annual salary or wage rate in the ordinary course of business that do not exceed 10% individually, and (2) for the payment of annual bonuses for completed periods based on actual performance in the ordinary course of business, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Employee Benefit Plan or any arrangement that would have been an Employee Benefit Plan had it been entered into prior to this Agreement, (C) grant any new awards, or amend or modify the terms of any outstanding awards, under any Employee Benefit Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits under any Employee Benefit Plan, (E) change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Benefit Plan that is required by applicable Law to be funded or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP or IFRS, as applicable, (F) forgive any loans or issue any loans (other than routine travel advances issued in the ordinary course of business) to any Company Employee, (G) hire any employee or engage any independent contractor (who is a natural person) with annual salary or wage rate or consulting fees and target cash bonus opportunity in excess of $125,000 or (H) terminate the employment of any executive officer other than for cause or other serious reasons, including misconduct or violation of law or material Company policy;

(R) become a party to, establish, adopt, amend, commence participation in or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization;

(S) fail to maintain any existing policies and procedures designed to ensure compliance with the FCPA and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate;

(T) fail to maintain any existing policies and procedures designed to ensure compliance with the Export and Sanctions Regulations in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction;

(U) take any action or omit to take any action that is reasonably likely to result in any of the conditions to the Merger set forth in Article VII being delayed or not being satisfied; or

(V) agree, authorize or commit to do any of the foregoing.

(b) Prior to making any written or oral communications to any of its or any of its Subsidiaries' directors, officers or employees pertaining to any guarantee of employment or any special treatment unique to such director, officer of employee relating to compensation or benefit matters that are affected by the transactions contemplated by this Agreement, the Company shall provide Ultimate Parent with a copy of the intended communication, Ultimate Parent shall have a reasonable period of time to review and comment on the communication and the Company shall cooperate in providing any such mutually agreeable communication.

6.2 No Solicitation.

(a) Takeover Proposal. The Company shall not, and shall direct and cause its Subsidiaries and the Company's and its Subsidiaries' directors, officers, employees, investment bankers, attorneys, accountants, consultants, or other agents or advisors (with respect to any Person, the foregoing Persons are referred to herein as such Person's "**Representatives**") not to, directly or indirectly, solicit, initiate, or knowingly take any action to facilitate or encourage the submission of any Takeover Proposal or the making of any proposal that could reasonably be expected to lead to any Takeover Proposal, or, subject to Section 6.2: (i) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Company or any of its Subsidiaries to, afford access to the business, properties, assets, books, or records of the Company or any of its Subsidiaries to, or knowingly assist, participate in, facilitate, or encourage any effort by, any third party (or, to the Knowledge of the Company, its potential sources of financing) that is seeking to make, or has made, any Takeover Proposal; (ii) (A) except where the Company Board makes a good faith determination, after consultation with its financial advisors and outside legal counsel, that the failure to do so would be reasonably likely to cause the Company Board to be in breach of its fiduciary duties, amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its Subsidiaries, or (B) approve any transaction that would result in a third party becoming an "interested stockholder" under Section 203 of the DGCL; or (iii) enter into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Takeover Proposal (each, a "**Company Acquisition Agreement**"). Except as expressly permitted by this Section 6.2, the Company Board shall not effect a Company Adverse Recommendation Change. The Company shall, and shall cause its Subsidiaries and the Company's and its Subsidiaries' Representatives to cease immediately and cause to be terminated any and all existing activities, discussions, or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall use its reasonable best efforts to cause any such third party (or its agents or advisors) in possession of non-public information in respect of the Company or any of its Subsidiaries that was furnished by or on behalf of the Company and its Subsidiaries to return or destroy (and confirm destruction of) all such information. Without limiting the foregoing, it is understood that any violation of or the taking of actions inconsistent with the

restrictions set forth in this Section 6.2 by any Representative of the Company or its Subsidiaries shall be deemed to be a breach of this Section 6.2 by the Company.

(b) Superior Proposal. Notwithstanding Section 6.2(a), prior to the receipt of the Requisite Company Vote, the Company Board, directly or indirectly through any Representative, may: (i) participate in negotiations or discussions with any third party that has made (and not withdrawn) a bona fide, unsolicited Takeover Proposal in writing that the Company Board believes in good faith, after consultation with its financial advisors and outside legal counsel, would be reasonably likely to constitute or result in a Superior Proposal; (ii) thereafter furnish to such third party non-public information relating to the Company or any of its Subsidiaries pursuant to an executed confidentiality agreement that constitutes an Acceptable Confidentiality Agreement (a copy of which confidentiality agreement shall be promptly (in all events within 24 hours) provided for informational purposes only to Ultimate Parent); (iii) following receipt of and on account of a Superior Proposal, make a Company Adverse Recommendation Change, in each case in accordance with this Section 6.2; and/or (iv) take any action that any court of competent jurisdiction orders the Company to take (which order remains unstayed), but in each case referred to in the foregoing clauses (i) through (iii), only if the Company Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that the failure to take such action would be reasonably likely to cause the Company Board to be in breach of its fiduciary duties under applicable Law.

(c) Notification to Ultimate Parent. The Company Board shall not take any of the actions referred to in clauses (i) through (iv) of Section 6.2(b) unless the Company shall have delivered to Ultimate Parent a prior written notice advising Ultimate Parent that it intends to take such action. The Company shall notify Ultimate Parent promptly (but in no event later than two (2) Business Days) after it obtains Knowledge of the receipt by the Company (or any of its Representatives) of any Takeover Proposal, any inquiry that could reasonably be expected to lead to a Takeover Proposal, any request for non-public information relating to the Company or any of its Subsidiaries or for access to the business, properties, assets, books, or records of the Company or any of its Subsidiaries by any third party that may reasonably be deemed to be related to a potential Takeover Proposal. In such notice, the Company shall identify the third party making, and details of the material terms and conditions of, any such Takeover Proposal, indication or request. The Company shall keep Ultimate Parent fully informed, on a current basis, of the status and material terms of any such Takeover Proposal, indication or request, including any material amendments or proposed amendments as to price, and other material terms thereof. The Company shall promptly provide Ultimate Parent with a list of any non-public information concerning the Company's and any of its Subsidiary's business, present or future performance, financial condition, or results of operations, provided to any third party, and, to the extent such information has not been previously provided to Ultimate Parent, copies of such information.

(d) Company Adverse Recommendation Change or Company Acquisition Agreement. Except as expressly permitted by this Section 6.2, the Company Board shall not effect a Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement. Notwithstanding the foregoing, at any time prior to the receipt of the Requisite Company Vote, the Company Board may effect a Company Adverse Recommendation Change or enter into (or permit any Subsidiary to enter into) a Company Acquisition Agreement that did not result from a breach of this Section 6.2, if: (i) the Company promptly notifies Ultimate

Parent, in writing, at least four Business Days (the "**Superior Proposal Notice Period**") before making a Company Adverse Recommendation Change or entering into (or causing a Subsidiary to enter into) a Company Acquisition Agreement, of its intention to take such action with respect to a Superior Proposal, which notice shall state expressly that the Company has received a Takeover Proposal, that the Company Board intends to declare a Superior Proposal, and that the Company Board intends to effect a Company Adverse Recommendation Change and/or the Company intends to enter into a Company Acquisition Agreement; (ii) the Company specifies the identity of the party making the Superior Proposal and the material terms and conditions thereof in such notice and attaches to such notice the most current version of any proposed agreement (which version shall be updated on a prompt basis) for such Superior Proposal and any related documents, including financing documents, to the extent provided by the relevant party in connection with the Superior Proposal; (iii) the Company and its Representatives during the Superior Proposal Notice Period, negotiate with Ultimate Parent in good faith to make such adjustments in the terms and conditions of this Agreement so that such Takeover Proposal ceases to constitute a Superior Proposal, if Ultimate Parent, in its discretion, proposes to make such adjustments (it being agreed that in the event that, after commencement of the Superior Proposal Notice Period, there is any material revision to the terms of a Superior Proposal, including, any revision in price, the Superior Proposal Notice Period shall be extended, if applicable, to ensure that at least three Business Days remains in the Superior Proposal Notice Period subsequent to the time the Company notifies Ultimate Parent of any such material revision (it being understood that there may be multiple extensions)); and (iv) the Company Board determines in good faith, after consulting with its financial advisors and outside legal counsel, that such Takeover Proposal continues to constitute a Superior Proposal (after taking into account any adjustments made by Ultimate Parent during the Superior Proposal Notice Period in the terms and conditions of this Agreement) and that the failure to take such action would reasonably be expected to cause the Company Board to be in breach of its fiduciary duties under applicable Law.

(e) Intervening Event. Notwithstanding anything to the contrary in this Agreement, at any time prior to the Company Stockholder Approval Time, the Company Board may effect a Company Adverse Recommendation Change in response to an Intervening Event if, and only if: (i) the Special Committee determines in good faith, after consultation with its outside legal counsel and financial advisor, that an Intervening Event has occurred and that the failure to effect a Company Adverse Recommendation Change in response thereto would be reasonably likely to constitute a breach of the fiduciary duties of the members of the Special Committee under applicable Law; (ii) the Special Committee recommends to the Company Board that the Company Board effect a Company Adverse Recommendation Change in response to such Intervening Event, and the Company Board determines in good faith, after consultation with its outside legal counsel and financial advisor, that the failure to effect such Company Adverse Recommendation Change would be reasonably likely to constitute a breach of the fiduciary duties of the members of the Company Board under applicable Law; (iii) the Company provides Ultimate Parent with at least four Business Days' prior written notice stating that the Company Board intends to effect a Company Adverse Recommendation Change in response to such Intervening Event and describing in reasonable detail the facts and circumstances constituting such Intervening Event and the reasons for the proposed Company Adverse Recommendation Change; (iv) during such four-Business Day period, the Company and its Representatives negotiate in good faith with Ultimate Parent, to the extent Ultimate Parent desires to negotiate, regarding any modifications to the terms of this Agreement proposed by Ultimate Parent that would obviate the need for the Company

Board to effect such Company Adverse Recommendation Change; and (v) following the expiration of such four-Business Day period, and after taking into account any modifications to the terms of this Agreement proposed in writing by Ultimate Parent, each of the Special Committee and the Company Board again makes the determinations described in clauses (i) and (ii), respectively; provided that any material change to the facts and circumstances relating to such Intervening Event shall require a new notice under clause (iii) and a new three-Business Day period, during which clauses (iv) and (v) shall apply mutatis mutandis, except that references therein to the four-Business Day period shall be deemed references to such new three-Business Day period (it being understood that no such new period shall shorten the original four-Business Day period and that there may be multiple new notice periods).

(f) Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(A) "**Company Adverse Recommendation Change**" means the Board: (a) failing to make, withdrawing, amending, modifying, or materially qualifying, in a manner adverse to Ultimate Parent, the (1) determination that this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Company's stockholders; (2) approval and declaration of the advisability of this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein; (3) direction that this Agreement be submitted to a vote of the Company's stockholders for adoption at the Company Stockholders Meeting; and (4) resolution to recommend that Company stockholders vote in favor of adoption of this Agreement in accordance with the DGCL (collectively, the "**Company Board Recommendation**"); (b) failing to include the Board's recommendation that the Board has approved this Agreement and the transactions contemplated thereby and that Company's stockholders vote in favor of the adoption of this Agreement in accordance with the DGCL in the Proxy Statement that is mailed to the Company's stockholders; (c) recommending a Takeover Proposal; (d) failing to recommend against acceptance of any tender offer or exchange offer for the shares of Company Common Stock within ten Business Days after the commencement of such offer; (e) failing to reaffirm (publicly, if so requested by Ultimate Parent) the Company Board Recommendation within ten Business Days after the date any Takeover Proposal (or material modification thereto) is first publicly disclosed by the Company or the Person making such Takeover Proposal; (f) making any public statement inconsistent with the Company Board Recommendation; or (g) resolving or agreeing to take any of the foregoing actions.

(B) "**Intervening Event**" means any change, event, occurrence, circumstance or development that is material to the Company and its Subsidiaries, taken as a whole, and that (a) first occurs or arises after the date of this Agreement, (b) was not known to, and was not reasonably foreseeable by, the Special Committee as of the date of this Agreement and (c) becomes known to the Special Committee prior to the Company Stockholder Approval Time; provided that in no event shall any of the following constitute or be taken into account in determining whether there has been an Intervening Event: (i) the receipt, existence or terms of any Takeover Proposal or any inquiry, proposal, offer or indication

of interest that constitutes or would reasonably be expected to lead to a Takeover Proposal, or any matter relating thereto or consequence thereof; (ii) any change in the market price or trading volume of the Company Common Stock, in and of itself; (iii) the fact that the Company or any of its Subsidiaries meets or exceeds any internal or published projections, forecasts, estimates or predictions of revenue, earnings or other financial or operating metrics for any period, in and of itself; (iv) any change, event, occurrence, circumstance or development resulting from a breach of this Agreement by the Company or any of its Subsidiaries; or (v) any change, event, occurrence, circumstance or development relating to Ultimate Parent, Parent, Merger Sub or any of their respective Affiliates (excluding, for purposes of this clause (v), the Company and its Subsidiaries and any Excluded Stockholder solely in such Excluded Stockholder's capacity as a director, officer or employee of the Company or any of its Subsidiaries); provided further that the underlying causes of any matter described in clauses (ii) or (iii) may be taken into account to the extent not otherwise excluded from this definition.

(C) "**Superior Proposal**" means a bona fide written Takeover Proposal (except that, for purposes of this definition, each reference in the definition of "Takeover Proposal" to "15% or more" shall be "more than 50%") that the Company Board determines in good faith (after consultation with outside legal counsel and the company financial advisor) is more favorable from a financial point of view to the holders of Company Common Stock than the transactions contemplated by this Agreement, taking into account: (a) all financial considerations; (b) the identity of the third party making such Takeover Proposal; (c) the anticipated timing, conditions (including any financing condition or the reliability of any debt or equity funding commitments) and prospects for completion of such Takeover Proposal; (d) the other terms and conditions of such Takeover Proposal and the implications thereof on the Company, including relevant legal, regulatory, and other aspects of such Takeover Proposal deemed relevant by the Company Board (including any conditions relating to financing, stockholder approval, regulatory approvals, or other events or circumstances beyond the control of the party invoking the condition); and (e) any revisions to the terms of this Agreement and the Merger proposed by Ultimate Parent during the Superior Proposal Notice Period set forth in Section 6.4(d).

(D) "**Takeover Proposal**" means an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group (other than Ultimate Parent and its Subsidiaries, including Merger Sub), relating to any transaction or series of related transactions (other than the transactions contemplated by this Agreement), involving any: (a) direct or indirect acquisition of assets of the Company or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business) equal to 15% or more of the fair market value of the Company's and its Subsidiaries' consolidated assets or to which 15% or more of the Company's and its Subsidiaries' net revenues or net income on a consolidated basis are attributable; (b) direct or indirect acquisition of 15% or more of the voting equity interests of the Company or any of its Subsidiaries whose business constitutes 15% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; (c) tender offer or exchange offer that if consummated would result in any Person or group (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) beneficially owning (within the meaning of Section 13(d)

of the Exchange Act) 15% or more of the voting power of the Company; (d) merger, consolidation, other business combination, or similar transaction involving the Company or any of its Subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 15% or more of the consolidated net revenues, net income, or assets of the Company, and its Subsidiaries, taken as a whole; (e) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of the Company or one or more of its Subsidiaries which, individually or in the aggregate, generate or constitute 15% or more of the consolidated net revenues, net income, or assets of the Company and its Subsidiaries, taken as a whole; or (f) any combination of the foregoing.

6.3 Proxy Statement; Stockholders Meeting.

(a) The Company shall as promptly as practicable following the date of this Agreement (and in any event within five calendar days after the date of this Agreement) prepare and mail a proxy statement relating to the meeting of the Company's stockholders to be held in connection with the Merger (as amended or supplemented from time to time, the "**Proxy Statement**") to the stockholders of the Company. The Company will provide Ultimate Parent with a reasonable opportunity to review and comment on drafts of the Proxy Statement and other documents related to the meeting of stockholders of the Company to be held in connection with the Merger (the "**Stockholders Meeting**") prior to mailing such documents to the Company's stockholders. The Company will include in the Proxy Statement and such other documents related to the Stockholders Meeting all comments reasonably and promptly proposed by the Ultimate Parent or its legal counsel and each agrees that all information relating to Ultimate Parent and its Subsidiaries included in the Proxy Statement shall be in form and content satisfactory to Ultimate Parent, acting reasonably. The Company will take all reasonable care to ensure that Proxy Statement will not, at the date the Proxy Statement is mailed to stockholders of the Company or at the time of the Stockholders Meeting, and at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, no representation or warranty is made by the Company with respect to information or statements made in the Proxy Statement based on information regarding Ultimate Parent or its Affiliates supplied by or on behalf of Ultimate Parent or its Affiliates for inclusion or incorporation by reference therein. The Company has taken and will take all reasonable care to ensure that any information notified publicly in connection with the Merger, including, without limitation, the Proxy Statement and any other announcements relating to the Merger, is made in accordance with the AIM Rules (including AIM Rules 10, 13 and 41, as applicable).

(b) Subject to Section 6.2 of this Agreement, the Company will take, in accordance with applicable Law and its certificate of incorporation and bylaws, all action necessary to convene the Stockholders Meeting as promptly as practicable after the mailing of the Proxy Statement, and in any event within 30 calendar days after the date of this Agreement, to consider and vote upon the adoption of this Agreement and approval of the delisting of the Company Common Stock from AIM and to cause such vote to be taken, and shall not postpone or adjourn such meeting except to the extent required by Law or, if as of the time for which the Stockholders Meeting is originally scheduled (as set forth in the Proxy Statement) there are insufficient shares of Company Common

Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Stockholders Meeting or if holders of an insufficient number of shares of Company Common Stock have delivered proxies voting in favor of the adoption of this Agreement and the delisting from AIM to provide the Requisite Company Vote. Subject to Section 6.2 of this Agreement, the Company Board shall recommend such adoption and approval, as the case may be, and shall take all lawful action to solicit such adoption and approval. The time at which the Requisite Company Vote is obtained at the Stockholders Meeting or any adjournment or postponement thereof, as evidenced by the tabulation of the votes and the chair's declaration that the applicable resolutions have been approved, is referred to herein as the "**Company Stockholder Approval Time**."

(c) The Company agrees (i) to provide Ultimate Parent reasonably detailed periodic updates concerning proxy solicitation results on a timely basis (including, if requested, promptly providing daily voting reports) and (ii) to give written notice to Ultimate Parent one day prior to the Stockholders Meeting and on the day of, but prior to the Stockholders Meeting, indicating whether as of such date sufficient proxies representing the Requisite Company Vote have been obtained.

(d) Except in the case of a Company Adverse Recommendation Change, Ultimate Parent may require the Company to, and if so required the Company shall, adjourn or postpone the Stockholders Meeting if, as of the time for which such meeting is originally scheduled, there are insufficient Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting or if on the date of such meeting the Company has not received proxies representing a sufficient number of Shares necessary to obtain the Requisite Company Vote.

(e) Notwithstanding the foregoing Sections 6.3(a)-(d), this Section 6.3 shall not apply to the extent that Company and Ultimate Parent agree that a meeting of the Company's stockholders in connection with the Merger is not required by the DGCL and the AIM Rules.

6.4 Approval of Sole Member of Merger Sub. Immediately following execution of this Agreement, Parent shall execute and deliver, in accordance with applicable Law and its certificate of incorporation and bylaws, in its capacity as sole member of Merger Sub, a written consent (or consent by electronic communication) adopting this Agreement.

6.5 Cooperation; Efforts to Consummate.

(a) Subject to the terms of Section 6.2, the Company and Ultimate Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) their respective commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable Laws to obtain UK NSIA Clearance (as defined below), consummate and make effective the Merger and the other transactions contemplated by this Agreement as soon as reasonably practicable, including preparing and filing as promptly as reasonably practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as reasonably practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order

to obtain UK NSIA Clearance, consummate the Merger or any of the other transactions contemplated by this Agreement.

(b) Subject to Section 6.5(c) and applicable Laws relating to the exchange of information, Ultimate Parent shall have the right to direct all matters with any Governmental Entity consistent with its obligations hereunder; provided that Ultimate Parent and the Company shall have the right to review in advance and, to the extent reasonably practicable, each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to Ultimate Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement. The Company shall use its reasonable best efforts to not permit any of its officers or any other representatives or agents to participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry relating to the transactions contemplated hereby unless it consults with Ultimate Parent in advance and, to the extent permitted by such Governmental Entity, gives Ultimate Parent the opportunity to attend and participate thereat. The Company and its Subsidiaries shall not agree to any actions, restrictions or conditions with respect to obtaining any consents, registrations, approvals, permits, expirations of waiting periods or authorizations in connection with the Merger and the other transactions contemplated by this Agreement without the prior written consent of Ultimate Parent (which, subject to this Section 6.5, may be withheld in Ultimate Parent's sole discretion). In exercising the foregoing rights, each of the Company and Ultimate Parent shall act reasonably and as promptly as reasonably practicable.

(c) Notwithstanding Section **Error! Reference source not found.**, and subject to applicable Laws relating to the exchange of information, Ultimate Parent shall have the right to direct all matters with the UK Secretary of State (or any person acting on the UK Secretary of State's behalf) in connection with UK NSIA Clearance; provided that the Company shall have the right to review in advance and, to the extent reasonably practicable, Ultimate Parent will consult with the Company on and consider in good faith the views of the Company in connection with, all of the information relating to the Company or any of its Subsidiaries that appears in any notice, filing or written materials submitted to the UK Secretary of State (or any person acting on the UK Secretary of State's behalf) in connection with UK NSIA Clearance. Ultimate Parent, Parent and their respective Subsidiaries shall not agree to any actions, restrictions or conditions with respect to obtaining UK NSIA Clearance without consulting with the Company in advance. In exercising the foregoing rights, each of the Company and Ultimate Parent shall act reasonably and as promptly as reasonably practicable.

(d) Subject to applicable Law and as required by any Governmental Entity, the Company and Ultimate Parent each shall keep the other apprised of the status of matters relating to completion of the transactions contemplated by this Agreement, including promptly furnishing the other with copies of notices or other communications received by Ultimate Parent or the Company, as the case may be, or any of its Subsidiaries, from any third party and/or any Governmental Entity with respect to such transactions (including any notice, call-in notice, information notice, attendance notice, interim order, final notification or final order under the UK NSI Act). The Company shall give prompt notice to Ultimate Parent of any change, fact or

condition that has had or would reasonably be expected to have a Material Adverse Effect or of any failure of any condition to the other party's obligations to effect the Merger.

6.6 Access and Reports.

(a) Subject to applicable Law and the other provisions of this Section 6.6, the Company shall (and shall cause its Subsidiaries to), upon giving of reasonable notice by Ultimate Parent, afford Ultimate Parent's officers and other authorized Representatives reasonable access, during normal business hours following reasonable advance notice throughout the period prior to the Effective Time, to its officers, employees, agents, contracts, books and records (including the work papers of its independent accountants upon receipt of any required consents from such accountants), as well as properties, offices and other facilities, and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to Ultimate Parent all information concerning its business, properties and personnel as may reasonably be requested.

(b) The foregoing provisions of this Section 6.6 shall not require and shall not be construed to require either the Company to permit any access to any of its officers, employees, agents, contracts, books or records, or its properties, offices or other facilities, or to permit any inspection, review, sampling or audit, or to disclose or otherwise make available any information that in the reasonable judgment of the Company and in the reasonable good faith judgment of the Company's outside legal counsel would (i) result in the disclosure of any Trade Secrets of any third parties or violate the terms of any confidentiality provisions in any agreement with a third party entered into prior to the date of this Agreement if the Company shall have used commercially reasonable efforts (without payment of any consideration, fees or expenses) to obtain the consent of such third party to such inspection or disclosure (or entered into after the date of this Agreement in compliance with Section 6.1), (ii) result in a violation of applicable Laws, including any fiduciary duty or (iii) waive the protection of any attorney-client or other privilege. In the event that Ultimate Parent objects to any request submitted pursuant to and in accordance with this Section 6.6 and withholds information on the basis of the foregoing clauses (i) through (iii), the Company shall inform Ultimate Parent as to the general nature of what is being withheld and the Company shall use commercially reasonable efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of commercially reasonable efforts to (A) obtain the required consent or waiver of any third party required to provide such information and (B) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures, redaction or entry into a customary joint defense agreement with respect to any information to be so provided, if the parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege. Each of Ultimate Parent and the Company, as it deems advisable and necessary, may reasonably designate competitively sensitive material provided to the other as "Outside Counsel Only Material" or with similar restrictions. Such materials and the information contained therein shall be given only to the outside counsel of the recipient, or otherwise as the restriction indicates, and be subject to any additional confidentiality or joint defense agreement between the parties. All requests for information made pursuant to this Section 6.6 shall be directed to the executive officer or other Person designated by the Company. All information exchanged or made available shall be governed by the terms of the Confidentiality Agreement.

(c) To the extent that any of the information or material furnished pursuant to this Section 6.6 or otherwise in accordance with the terms of this Agreement may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All such information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

(d) No exchange of information or investigation by Ultimate Parent or its Representatives shall affect or be deemed to affect, modify or waive the representations and warranties of the Company set forth in this Agreement.

6.7 AIM Delisting; Cancellation of Company Depositary Interests.

(a) The Company covenants and agrees to apply for the cancellation of admission of the Company Common Stock to trading on AIM with effect from the Effective Time or as soon as practicable thereafter, and covenants and agrees that it shall, and it shall procure that Cavendish Capital Markets Limited, as nominated advisor and broker to the Company, shall, pursuant to Rule 41 of the AIM Rules:

(A) include in the communication convening the Stockholders Meeting all information required by Rule 41 of the AIM Rules (and the guidance notes thereto) in relation to the proposed cancellation of admission of Company Common Stock to trading on AIM; and

(B) inform the London Stock Exchange via email of the intended cancellation of admission of Company Common Stock to trading on AIM and the preferred cancellation date (which shall be the Effective Time), which in accordance with Rule 41 of the AIM Rules shall be at least 20 Business Days prior to such preferred cancellation date.

(b) The Company covenants and agrees to cancel the Company Depositary Interests immediately prior to and no later than the Effective Time, and covenants and agrees to cause the Company Depositary to effect such cancellation, pursuant to the terms of the trust deed poll ("Deed Poll"), dated March 7, 2023, between the Company and the Company Depositary in favor of the holders of the Company Depositary Interests.

(c) The Company covenants and agrees to take any and all other steps, or execute and deliver any other documents, as may be required to effect both the cancellation of admission of the Company Common Stock to trading on AIM as described in Section 6.7(a) and the cancellation of the Company Depositary Interests as described in Section 6.7(b).

6.8 Publicity. The initial press release with respect to the Merger and the other transactions contemplated hereby shall be a joint press release and thereafter the Company and Ultimate Parent shall consult with each other, and provide meaningful opportunity for review and

give due consideration to reasonable comment by the other party, prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions contemplated by this Agreement, except (i) as may be required by applicable Law or by obligations pursuant to any listing agreement with or rules of any securities exchange, including AIM, (ii) any consultation that would not be reasonably practicable as a result of requirements of applicable Law or (iii) with respect to any Change of Recommendation made in accordance with this Agreement or Ultimate Parent's response thereto.

6.9 Employee Benefits.

(a) Prior to the Effective Time, if requested by Ultimate Parent in writing, to the extent permitted by applicable Law and the terms of the applicable plan or arrangement, the Company shall (i) cause to be amended the employee benefit plans and arrangements of it and its Subsidiaries to the extent necessary to provide that no employees of Ultimate Parent and its Subsidiaries shall commence participation therein following the Effective Time unless the Surviving Corporation or such Subsidiary explicitly authorizes such participation and (ii) cause the Company's 401(k) Retirement Plan (the "**Company 401(k) Plan**") to be terminated effective immediately prior to the Effective Time. In the event that Ultimate Parent requests that the Company 401(k) Plan be terminated, the Company shall provide Ultimate Parent with evidence that such Plan has been terminated (the form and substance of which shall be subject to review and approval by Ultimate Parent) not later than three Business Days prior to the Effective Time; provided that prior to terminating the Company 401(k) Plan, the Company shall provide the form and substance of any applicable resolutions to Ultimate Parent for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

(b) Nothing contained in this Agreement is intended to (i) be treated as an amendment of any particular Employee Benefit Plan, (ii) prevent Ultimate Parent, the Surviving Corporation or any of their Affiliates from amending or terminating any of their benefit plans or, after the Effective Time, any Employee Benefit Plan in accordance with its terms, (iii) prevent Ultimate Parent, the Surviving Corporation or any of their Affiliates, after the Effective Time, from terminating the employment of any employee of the Company and its Subsidiaries at the Effective Time who continues to remain employed with the Company or its Subsidiaries (a "**Continuing Employee**") or (iv) create any third-party beneficiary rights in any employee of the Company or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Continuing Employee by Ultimate Parent, the Surviving Corporation or any of their Affiliates or under any benefit plan which Ultimate Parent, the Surviving Corporation or any of their Affiliates may maintain.

(c) With respect to each benefit plan, program, practice, policy or arrangement maintained by Ultimate Parent following the Closing Date and in which any of the Continuing Employees participate (the "**Parent Plans**"), for purposes of determining eligibility to participate and vesting and benefit accrual purposes (but not for accrual of benefits under any defined benefit pension plan), service with the Company (or predecessor employers to the extent Ultimate Parent provides past service credit) shall be treated as service with Ultimate Parent, except to the extent such service credit would result in any duplication of benefits. Ultimate Parent shall use

commercially reasonable efforts to cause each applicable Parent Plan to waive eligibility waiting periods, evidence of insurability requirements and pre-existing condition limitations.

6.10 Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Merger and the other transactions contemplated by this Agreement, including all fees and expenses of its Representatives, shall be paid by the party incurring such expense.

6.11 Indemnification of Company Officers and Directors; Directors' and Officers' Insurance.

(a) Ultimate Parent, Parent and Merger Sub agree that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, an officer or director of the Company and its Subsidiaries (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") as provided in the Charter and Bylaws, in each case, as in effect on the date of this Agreement, or pursuant to any other Contracts in effect on the date hereof, shall be assumed by the Surviving Corporation in the Merger, without further action, at the Effective Time and shall survive the Merger and shall remain in full force and effect in accordance with their terms for a period of six years from the Closing Date, and, in the event that any proceeding is pending or asserted or any claim made during such six-year period, until the final disposition of such proceeding or claim.

(b) Until the latest to occur of (i) six years after the Effective Time, (ii) the expiration of the applicable statute of limitations, and (iii) final resolution of any pending claims for which indemnification and expense advancement are applicable, to the fullest extent permitted under applicable Law, Ultimate Parent and the Surviving Corporation shall (i) indemnify and hold harmless, to the fullest extent permitted under applicable Law each Indemnified Party, against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Parties' service to the Company or its Subsidiaries or services performed by such Persons at the request of the Company or its Subsidiaries at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, including actions to enforce this provision or any other indemnification or advancement right of any Indemnified Party; and (ii) advance reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and expenses) incurred by the Indemnified Parties in connection with matters for which such Indemnified Parties may be eligible to be indemnified pursuant to this Section 6.11(b), subject to, in the case of clause (ii) of this Section 6.11(b), the Surviving Corporation's receipt of an undertaking by such Indemnified Party to repay such legal and other fees and expenses paid in advance if it is ultimately determined that such Indemnified Party is not entitled to be indemnified; provided, however, that the Surviving Corporation will not be liable for any settlement effected without the Surviving Corporation's or Ultimate Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Prior to the Effective Time, the Company shall and, if the Company is unable to, Ultimate Parent shall cause the Surviving Corporation as of the Effective Time to, obtain and fully

pay the premium for "tail" insurance policies for the extension of (i) the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies, and (ii) the Company's existing fiduciary liability insurance policies for a claims reporting or discovery period of six years from and after the Effective Time (the "**Tail Period**") from one or more insurance carriers with the same or better credit rating as the Company's insurance carrier as of the date hereof with respect to directors' and officers' liability insurance and fiduciary liability insurance (collectively, "**D&O Insurance**") with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as the Company's existing policies with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); provided, however, that in no event shall the Company expend for such policies a premium amount in excess of the amount set forth in the Company Disclosure Schedule. If the Company and the Surviving Corporation for any reason fail to obtain such "tail" insurance policies as of the Effective Time, the Surviving Corporation shall, and Ultimate Parent shall cause the Surviving Corporation to, continue to maintain in effect for the Tail Period the D&O Insurance in place as of the date of this Agreement with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as provided in the Company's existing policies as of the date of this Agreement, or the Surviving Corporation shall, and Ultimate Parent shall cause the Surviving Corporation to, purchase comparable D&O Insurance for the Tail Period with terms, conditions, retentions and limits of liability that are at least as favorable as provided in the Company's existing policies as of the date of this Agreement; provided, however, that in no event shall the aggregate annual cost of the D&O Insurance exceed during the Tail Period 300% of the current aggregate annual premium paid by the Company for such purpose; and provided, further, that if the cost of such insurance coverage exceeds such amount, the Surviving Corporation shall obtain a policy with the greatest coverage available for a cost not exceeding such amount. If such D&O Insurance for the Tail Period is a prepaid policy that has been obtained by the Company prior to the Company Merger Effective Time, Parent shall cause such policy to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the Surviving Corporation.

(d) Any Indemnified Party wishing to claim indemnification under this Section 6.11, upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify Ultimate Parent thereof, but the failure to so notify shall not relieve the Surviving Corporation of any liability it may have to such Indemnified Party except to the extent such failure materially prejudices the Surviving Corporation. In the event any claim or claims are asserted or made within the Tail Period, all rights to indemnification in respect of any such claim or claims shall continue until final disposition of any and all such claims.

(e) If the Surviving Corporation or any of its respective successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Surviving Corporation shall assume all of the obligations set forth in this Section 6.11.

(f) The provisions of this Section 6.11 are intended to be for the benefit of, and from and after the Effective Time shall be enforceable by, each of the Indemnified Parties, who shall be third party beneficiaries of this Section 6.11. The rights of the Indemnified Parties under this

Section 6.11 are in addition to any rights such Indemnified Parties may have under the certificate of incorporation, bylaws or comparable governing documents of the Company or any of its Subsidiaries, or under any applicable Contracts or Laws.

6.12 Takeover Statutes; Stockholder Rights Agreements. If any Takeover Statute is or may become applicable to the Merger or the other transactions contemplated by this Agreement, the Company and the Company Board shall grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions.

6.13 Stockholder Litigation.

(a) The Company shall promptly advise Ultimate Parent in writing after becoming aware of any legal action commenced, or to the Company's Knowledge threatened, against the Company or any of its directors by any stockholder of the Company (on their own behalf or on behalf of the Company) relating to this Agreement or the transactions contemplated hereby (including the Merger and the other transactions contemplated hereby) and shall keep Ultimate Parent reasonably informed regarding any such legal action.

(b) The Company shall give Ultimate Parent the opportunity to participate in the defense and settlement of any stockholder litigation against the Company or its directors relating to this Agreement or the transactions contemplated by this Agreement. The Company shall give Ultimate Parent the right to review and comment in advance on all material filings or responses to be made by the Company in connection with any such litigation, and the right to consult on the settlement with respect to such litigation, and the Company will in good faith take such comments into account, and no settlement of such litigation shall be agreed to without Ultimate Parent's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

6.14 Consents Under Agreements. The Company shall use commercially reasonable efforts to obtain the consent or approval of each Person set forth on Section 6.14 of the Company Disclosure Schedule.

ARTICLE VII

Conditions

7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Laws or Orders. No court or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger or the other transactions contemplated by this Agreement (collectively, an "**Order**").

(b) Company Stockholder Approval. This Agreement shall have been duly adopted, and the delisting of the Company Common Stock from AIM shall have been duly approved, by holders of shares of Company Common Stock constituting the Requisite Company Vote in accordance with applicable Law and the certificate of incorporation and bylaws of the Company.

(c) UK NSIA Clearance. The parties shall have obtained clearance under the United Kingdom's National Security and Investment Act 2021 (the "**UK NSI Act**") in respect of the transactions contemplated hereby and thereby, which shall be deemed satisfied if: (a) the UK Secretary of State indicates that the transaction is not a notifiable acquisition within the meaning of section 6 of the UK NSI Act; or (b) the UK Secretary of State approves the transaction, either in accordance with section 13 of the UK NSI Act, or by means of (i) a notification under section 14(8)(b)(ii) of the UK NSI Act, (ii) a final notification under section 26 of the UK NSI Act, or (iii) a final order under section 26 UK NSI Act ("**UK NSIA Clearance**").

7.2 Conditions to Obligations of Ultimate Parent, Parent and Merger Sub. The obligations of Ultimate Parent, Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Ultimate Parent at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties of the Company set forth in Section 4.2 (*Capital Structure*) and Section 4.3 (*Corporate Authority; Approval and Fairness*) shall have been true and correct (other than *de minimis* discrepancies) as of the date of this Agreement and shall be true and correct (other than *de minimis* discrepancies) as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct as of such particular date or period of time); and (ii) each of the representations and warranties of the Company set forth in Section 4.5(b) (*Financial Statements*), Section 4.6 (*Absence of Certain Changes*), Section 4.11 (*Takeover Statutes*), Section 4.17 (*Brokers and Finders*) and Section 4.21 (*No Material Misstatement or Omission*) shall have been true and correct as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time); and (iii) each other representation and warranty of the Company set forth in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct as of such particular date or period of time), except, in the case of this clause (iii), for any failure of any such representation and warranty to be so true and correct (without giving effect to any qualification by materiality or Material Adverse Effect contained therein) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) No Restraints. There shall not be pending any suit, action or proceeding in which a Governmental Entity of competent jurisdiction is seeking (i) an Order or (ii) to (A) prohibit, limit,

restrain or impair Ultimate Parent's ability to own or operate or to retain or change all or a material portion of the assets, licenses, operations, rights, product lines, businesses or interest therein of the Company or its Subsidiaries from and after the Effective Time or any of the assets, licenses, operations, rights, product lines, businesses or interest therein of Ultimate Parent or its Affiliates (including by requiring any sale, divestiture, transfer, license, lease, disposition of or Encumbrance of or hold separate arrangement with respect to any such assets, licenses, operations, rights, product lines, businesses or interest therein) or (B) prohibit or limit Parent's ability to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the stock of the Surviving Corporation, and no Governmental Entity of competent jurisdiction shall have after the date of this Agreement enacted, issued, promulgated, enforced or entered any Law deemed applicable to the Merger, individually or in the aggregate, resulting in any of the foregoing.

(d) Governmental Consents. Other than UK NSIA Clearance (which shall be governed exclusively by Section 7.1(c)) and the filing pursuant to Section 1.3, all other authorizations, consents, orders or approvals of, or declarations, notices or filings with, or expirations of waiting periods imposed by, any Governmental Entity in connection with the Merger and the consummation of the other transactions contemplated by this Agreement by the Company, Ultimate Parent, Parent and Merger Sub ("**Governmental Consents**") shall have been made or obtained (as the case may be) except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to provide a reasonable basis to conclude that any of the parties hereto or any of their Affiliates would be subject to risk of criminal or civil sanctions.

(e) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any change, event, circumstance or development that has had or would reasonably be expected to have a Material Adverse Effect.

(f) Company Closing Certificate. Ultimate Parent, Parent and Merger Sub shall have received at Closing a certificate signed on behalf of the Company by the Chief Executive Officer of the Company certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) are satisfied.

(g) Ancillary Agreements. Ultimate Parent, Parent and Merger Sub shall have received a duly executed copy of the Rollover Agreement from the Excluded Stockholders, substantially in the form attached hereto as Exhibit B.

7.3 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Ultimate Parent, Parent and Merger Sub set forth in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time).

(b) Performance of Obligations of Ultimate Parent, Parent and Merger Sub. Each of Ultimate Parent, Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Ultimate Parent, Parent and Merger Sub Closing Certificate. The Company shall have received at Closing a certificate signed on behalf of Ultimate Parent, Parent and Merger Sub by an executive officer of Ultimate Parent certifying that the conditions set forth in Section 7.3(a) and Section 7.3(b) are satisfied.

(d) Merger Sub Member Approval. This Agreement shall have been duly adopted by the sole member of Merger Sub in accordance with applicable Law and the organizational documents of Merger Sub.

ARTICLE VIII

Termination

8.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the Requisite Company Vote has been obtained (except as otherwise provided below), by action of the Company or, if applicable, Ultimate Parent, as the case may be:

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

(b) by either Ultimate Parent or the Company, if the Merger shall not have been consummated by 5:00 p.m., New York time on March 15, 2027 (the "**Initial Outside Date**"), provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to any Party whose action or failure to comply with its obligations under this Agreement has been the primary cause of, or has primarily resulted in, the failure of the Closing to occur on or prior to such date; provided, further, that if on the Initial Outside Date, all the conditions to Closing, other than the conditions set forth in Sections 7.1(a) and 7.1(c), shall have been satisfied or shall be capable of being satisfied at such time, then the Initial Outside Date shall automatically be extended for three (3) months from the Initial Outside Date, the "**Extended Outside Date**"; provided, further, notwithstanding the foregoing provisions of this Section 8.1(b), Ultimate Parent and the Company may mutually agree in writing to amend the Outside Date to any other date as agreed. As used in this Agreement, the term "**Outside Date**" shall mean the Initial Outside Date, unless the Initial Outside Date has been extended to the Extended Outside Date or such later date pursuant to the foregoing, in which case, the term "**Outside Date**" shall mean the Extended Outside Date or such later date;

(c) by either Ultimate Parent or the Company, if the Requisite Company Vote shall not have been obtained at the Stockholders Meeting or at any adjournment or postponement thereof in accordance with this Agreement, provided that, if the requirement to obtain the Disinterested Stockholder Approval has been waived by either the Company or Ultimate Parent, the failure to obtain the Disinterested Stockholder Approval shall be disregarded for purposes of determining whether the Requisite Company Vote has been obtained pursuant to this Section 8.1(c);

(d) by either Ultimate Parent or the Company, if any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable or if the UK Secretary of State makes a final order under section 26 of the UK NSI Act prohibiting the transactions contemplated hereby;

(e) by Ultimate Parent, if the Company has breached any representation, warranty, covenant or agreement set forth in this Agreement, or if any representation or warranty of the Company has become untrue, in either case only to the extent that a condition set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied in accordance with the terms, including the applicable measurement time, set forth in Section 7.2(a) or Section 7.2(b), as applicable, and such breach or inaccuracy is incapable of being cured prior to the Outside Date or, if capable of being cured prior to the Outside Date, has not been cured by the earlier of (i) 30 calendar days following receipt by the Company of written notice thereof from Ultimate Parent and (ii) three Business Days prior to the Outside Date; provided that Ultimate Parent shall not have the right to terminate pursuant to this clause if Ultimate Parent, Parent or Merger Sub is then in material breach of this Agreement and such breach has been the primary cause of the failure to be satisfied of any condition set forth in Section 7.2(a) or Section 7.2(b);

(f) by the Company, if Ultimate Parent, Parent or Merger Sub has breached any representation, warranty, covenant or agreement set forth in this Agreement, or if any representation or warranty of Ultimate Parent, Parent or Merger Sub has become untrue, in either case such that a condition set forth in Section 7.3(a) or Section 7.3(b) would not be satisfied, and such breach or inaccuracy is incapable of being cured prior to the Outside Date or, if capable of being cured prior to the Outside Date, has not been cured by the earlier of (i) 30 calendar days following receipt by Ultimate Parent of written notice thereof from the Company and (ii) three Business Days prior to the Outside Date; provided that the Company shall not have the right to terminate pursuant to this clause if the Company is then in material breach of this Agreement and such breach has been the primary cause of the failure to be satisfied of any condition set forth in Section 7.3(a) or Section 7.3(b);

(g) by the Company, prior to the Company Stockholder Approval Time, if the Company Board authorizes the Company to enter into an alternative Company Acquisition Agreement (a "**Competing Transaction**"), to the extent permitted by and in accordance with the terms and conditions of Section 6.2 in response to a Superior Proposal; or

(h) by Ultimate Parent, prior to the Company Stockholder Approval Time, if the Company Board shall have:

(i) failed to include the Company Recommendation in the Proxy Statement,

(ii) made a Change of Recommendation; or

(iii) failed to hold a vote of the holders of shares of Company Common Stock in order to obtain the Requisite Company Vote on the Merger prior to 30 calendar days after the time required by Section 6.3, provided that, if the requirement to obtain the Disinterested Stockholder Approval has been waived by

either the Company or Ultimate Parent, the failure to obtain the Disinterested Stockholder Approval shall be disregarded for purposes of determining whether the Requisite Company Vote has been obtained pursuant to this Section 8.1(h).

8.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, this Agreement shall become void and of no effect with no liability to any Person on the part of any party hereto (or any of its Representatives or Affiliates); provided, however, and notwithstanding anything in the foregoing to the contrary in this Agreement, (i) no such termination shall relieve any party hereto of any liability or damages to the other party hereto resulting from Fraud or Willful Breach of this Agreement and (ii) the provisions set forth in this Section 8.2 and the second sentence of Section 9.1 shall survive the termination of this Agreement. For purposes of this agreement, (A) "**Willful Breach**" means an intentional and willful material breach, or an intentional and willful material failure to perform, in each case that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or failure to take such act would cause a breach of this Agreement and (B) "**Fraud**" means, with respect to a Person, an actual and intentional fraud requiring a misrepresentation of a material fact, or a concealment of a material fact, by such Person; provided, that such actual and intentional fraud shall only be deemed to exist if such Person had actual knowledge (as opposed to imputed or constructive knowledge) of a misrepresentation or concealment of such fact(s) by such Person made herein and actually intended to deceive the Person to which such misrepresentation or concealment of such fact was made. Notwithstanding anything to the contrary contained herein, in no event shall any employee of the Company who is not an Indemnified Party have any liability to the Company, Ultimate Parent or any affiliate of the Company or Ultimate Parent.

ARTICLE IX

Miscellaneous and General

9.1 Survival. This Article IX and the agreements of the Company, Ultimate Parent, Parent and Merger Sub contained in Article II, Article III, Section 6.9 (*Employee Benefits*), Section 6.10 (*Expenses*), Section 6.11 (*Indemnification of Company Directors and Officers; Directors' and Officers' Insurance*) and Section 9.12 (*Attorney-Client Privilege; Continued Representation*) shall survive the consummation of the Merger. This Article IX, the agreements of the Company, Ultimate Parent, Parent and Merger Sub contained in Section 6.10 (*Expenses*), Section 8.2 (*Effect of Termination and Abandonment*) and the Confidentiality Agreement shall survive the termination of this Agreement. All other representations, warranties, covenants and agreements in this Agreement shall not survive the consummation of the Merger or the termination of this Agreement.

9.2 Amendment; Waiver. Subject to the provisions of applicable Law, at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment or modification is in writing and signed, in the case of an amendment, modification or waiver, by Ultimate Parent, Parent, Merger Sub and the Company, or in the case of a waiver, by the party against whom the waiver is to be effective. The conditions to each of the respective parties' obligations to consummate the Merger and the other transactions contemplated by this Agreement are for the sole benefit of such party and may be waived by such party in whole or in

part to the extent permitted by applicable Law. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.3 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9.4 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

(b) Each of the parties to this Agreement agrees that it shall bring any action or proceeding in respect of any claim arising under or relating to this Agreement or the transactions contemplated by this Agreement exclusively in the Court of Chancery of the State of Delaware, or if (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided, that if subject matter jurisdiction over the matter that is the subject of the action or proceeding is vested exclusively in the federal courts of the United States of America, such action or proceeding shall be heard in the United States District Court for the District of Delaware, and any appellate court from any thereof (the "**Chosen Courts**") and, solely in connection with such claims, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to the laying of venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party to this Agreement and (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.6 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER

VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 9.4(c).

9.5 Specific Performance. Each of the parties to this Agreement acknowledges and agrees that the rights of each party to consummate the Merger and the other transactions contemplated by this Agreement are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that, in addition to any other available remedies a party may have in equity or at law, each party shall be entitled to enforce specifically the terms and provisions of this Agreement and to seek an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement in the Chosen Courts without necessity of posting a bond or other form of security.

9.6 Notices. All notices, requests, instructions or other communications or documents to be given or made hereunder by any party to the other parties to this Agreement shall be in writing and (a) served by personal delivery upon the party for whom it is intended, (b) by an internationally recognized overnight courier service upon the party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested, or (d) sent by facsimile or email; provided that the transmission of the facsimile or email is promptly confirmed by telephone and is followed up within one Business Day by dispatch pursuant to one of the other methods described herein:

If to Ultimate Parent, Parent or Merger Sub:

Mosaic Software Group Holdings LLC
5940 S Rainbow Blvd Ste 400 PMB 47609
Las Vegas, Nevada 89118-2507
Attn: Liz DeGroot

With a copy to:

Winston Taylor LLP
200 Park Avenue
New York, NY 10166
Attn: David A. Sakowitz and Adam Howard
Email: David.Sakowitz@winstontaylor.com; Adam.Howard@winstontaylor.com

If to the Company:

Fadel Partners, Inc.
Chrysler Building
405 Lexington Avenue, 9th Floor New York, NY 10174

Attn: The Board of Directors

With a copy to:

Buchalter
60 E. South Temple, Suite 1200
Salt Lake City, UT 84111
Attn: Lance Lehnhof
Email: llehnhof@buchalter.com

Bird & Bird LLP
12 New Fetter Lane
London EC4A 1JP
United Kingdom
Attn: Michael Dawes
Email: Michael.Dawes@twobirds.com

or to such other Person or addressees as has been designated in writing by the party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving party (a) upon actual receipt, if delivered personally, (b) on the next Business Day after deposit with an overnight courier, if sent by an overnight courier, (c) three Business Days after deposit in the mail, if sent by registered or certified mail, or (d) upon confirmation of successful transmission if sent by facsimile or email followed up within one Business Day by dispatch pursuant to one of the other methods described herein. Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this Section 9.6.

9.7 Entire Agreement. This Agreement (including any exhibits hereto), the Company Disclosure Schedule, the Rollover Agreements and the Company Support Agreement constitute the entire agreement among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations and warranties, whether oral or written, with respect to such matters.

9.8 Third Party Beneficiaries. Ultimate Parent and the Company hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than Ultimate Parent, Parent, Merger Sub and the Company and their respective successors, legal representatives and permitted assigns any rights or remedies, express or implied, hereunder, including the right to rely upon the representations and warranties set forth in this Agreement, except the rights of third party beneficiaries as are provided in Section 6.11 (*Indemnification; Directors' and Officers' Insurance*), Section 8.2 (*Effect of Termination or Abandonment*) and Section 9.12 (*Attorney-Client Privilege; Continued Representation*), which shall not arise until after the Effective Time. The parties hereto further agree that the rights of third party beneficiaries under Section 6.11 and Section 9.12 shall not arise unless and until the Closing occurs. The representations and warranties in this Agreement are the product of negotiations among the parties

to this Agreement. Any inaccuracies in such representations and warranties are subject to waiver by the parties to this Agreement in accordance with Section 9.2 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties to this Agreement of risks associated with particular matters regardless of the knowledge of any of the parties to this Agreement. Consequently, Persons other than the parties to this Agreement may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.9 Fulfillment of Obligations. Whenever this Agreement requires a Subsidiary of Ultimate Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Ultimate Parent to cause such Subsidiary to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Surviving Corporation to cause such Subsidiary to take such action. Any obligation of one party to another party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such party, shall be deemed to have been performed, satisfied or fulfilled by such party.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

9.11 Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. All article, section, subsection, schedules and exhibit references used in this Agreement are to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified. The exhibits and schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “includes” or “including” shall mean “including without limitation,” the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear and any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in this Agreement shall only be

a reference to such Law as of the date of this Agreement. Currency amounts referenced herein are in U.S. Dollars unless otherwise specified. The phrase "ordinary course of business" shall mean "ordinary course of business consistent with past practice."

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

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP or IFRS where applicable.

(e) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other parties, except that Merger Sub may assign any and all of its rights under this Agreement, by written notice to the Company, to another wholly owned direct or indirect Subsidiary of Ultimate Parent, in which event all references to Merger Sub in this Agreement shall be deemed references to such other Subsidiary, except that all representations and warranties made in this Agreement with respect to Merger Sub as of the date of this Agreement shall be deemed representations and warranties made with respect to such other Subsidiary as of the date of such designation; provided that no assignment shall relieve Ultimate Parent of any of its obligations pursuant to this Agreement. Any purported assignment in violation of this Agreement is void.

9.13 Attorney-Client Privilege; Continued Representation.

(a) Each party acknowledges and agrees that Buchalter LLP and Bird & Bird LLP (collectively, "**Company Counsel**") have acted as counsel to the Company, its Subsidiaries and certain of their respective directors, officers and stockholders in connection with the negotiation, documentation and consummation of this Agreement and the transactions contemplated hereby. Ultimate Parent, Parent and Merger Sub hereby consent and agree to, and agree to cause the Surviving Corporation and its Subsidiaries to consent and agree to, Company Counsel representing, after the Effective Time, any holder of Shares immediately prior to the Effective Time and any of their respective Affiliates (collectively, the "**Former Stockholders**") in connection with any matter, including any dispute arising under or relating to this Agreement or the transactions contemplated hereby, in which the interests of any Former Stockholder may be directly adverse to Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates, even though Company Counsel may have represented the Company or any of its Subsidiaries in a matter substantially related to such dispute or may be handling ongoing matters for the Company or any of its Subsidiaries. Ultimate Parent, Parent and Merger Sub further consent and agree to, and agree to cause the Surviving Corporation and its Subsidiaries to consent and agree to, the communication by Company Counsel to any Former Stockholder in connection with any such representation of any fact known to Company Counsel arising by reason of Company

Counsel's prior representation of the Company, its Subsidiaries or any Former Stockholder. In connection with the foregoing, each of Ultimate Parent, Parent and Merger Sub hereby irrevocably waives and agrees not to assert, and agrees to cause the Surviving Corporation and its Subsidiaries to irrevocably waive and not to assert, any conflict of interest arising from or in connection with (i) Company Counsel's prior representation of the Company, any of its Subsidiaries or any Former Stockholder with respect to a matter in which Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates is adverse to any Former Stockholder and (ii) Company Counsel's representation of any Former Stockholder in any such matter.

(b) Ultimate Parent, Parent and Merger Sub further agree, on behalf of themselves and, from and after the Effective Time, on behalf of the Surviving Corporation and its Subsidiaries, that all communications in any form or format whatsoever between or among Company Counsel, on the one hand, and the Company, any of its Subsidiaries, any Former Stockholder or any of their respective directors, officers, employees, advisors or other Representatives, on the other hand, in each case to the extent relating to the negotiation, documentation or consummation of this Agreement or the transactions contemplated hereby, or any dispute arising under or relating to this Agreement or the transactions contemplated hereby, that are protected by the attorney-client privilege, the expectation of client confidence, the work-product doctrine or any other applicable privilege or protection (collectively, the "**Privileged Communications**"), and all rights to assert or waive any privilege or protection with respect thereto, shall, from and after the Effective Time, belong solely to and be controlled by the Former Stockholders and shall not pass to or be claimed by Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates. Neither Ultimate Parent, Parent, the Surviving Corporation nor any of their respective Affiliates shall access, use or rely on any Privileged Communication in any dispute against any Former Stockholder; provided, that nothing in this Section 9.13 shall limit the right of the Surviving Corporation or any of its Subsidiaries to assert or waive any privilege with respect to communications other than the Privileged Communications.

(c) Notwithstanding Section 9.13(b), if a dispute arises between Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates, on the one hand, and a third party other than a Former Stockholder or any of its Affiliates, on the other hand, Ultimate Parent, Parent, the Surviving Corporation or their applicable Affiliate may assert any applicable privilege or protection to prevent disclosure of the Privileged Communications to such third party; provided, however, that none of Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates may waive any such privilege or protection without the prior written consent of the Former Stockholders holding a majority of the Shares held by all Former Stockholders immediately prior to the Effective Time, which consent shall not be unreasonably withheld, conditioned or delayed. If Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates is legally required by any Order or applicable Law to access or obtain a copy of all or any portion of the Privileged Communications, Ultimate Parent shall, to the extent legally permitted, promptly notify the Former Stockholders in writing so that the Former Stockholders may seek a protective order or other appropriate remedy, and Ultimate Parent shall, and shall cause its applicable Affiliates to, use commercially reasonable efforts, at the Former Stockholders' expense, to assist therewith. If no protective order or other remedy is obtained, Ultimate Parent, Parent, the Surviving Corporation or their applicable Affiliate may disclose only that portion of the Privileged Communications that its outside legal counsel advises in writing is legally required

to be disclosed and shall use commercially reasonable efforts to preserve the confidentiality of the remainder.

(d) To the extent that any files or other materials maintained by Company Counsel relating to the negotiation, documentation or consummation of this Agreement or the transactions contemplated hereby, or any dispute arising under or relating to this Agreement or the transactions contemplated hereby, constitute property of Company Counsel's clients, only the Former Stockholders shall hold and be entitled to exercise the property and other rights with respect to such files and materials. Ultimate Parent, Parent and Merger Sub agree that, from and after the Effective Time, Company Counsel shall have no duty to disclose to Ultimate Parent, Parent, the Surviving Corporation or any of their respective Affiliates any such files or materials by reason of any prior attorney-client or other relationship between Company Counsel and the Company or any of its Subsidiaries. Nothing in this Section 9.13 shall be deemed to be a waiver of any applicable privilege or protection.

[Remainder of page intentionally left blank; Signature page follows]

Docusign Envelope ID: 0345D97D-65C6-8A65-833B-CB499D518F23

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

FADEL PARTNERS, INC.

By DocuSigned by: Simon Wilson 3E05A935BE7845A... _____
Name: Simon Wilson
Title: Authorized Person

MOSAIC SOFTWARE GROUP HOLDINGS LLC

By _____
Name:
Title:

FANTASTIC HOLDINGS, LLC

By ___
Name:
Title:

FANTASTIC MERGER, LLC

By _____
Name:
Title:

Docusign Envelope ID: D7B6FA56-3BA1-861D-8231-B94D1BC3023D

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

FADEL PARTNERS, INC.

By _____
Name:
Title:

MOSAIC SOFTWARE GROUP HOLDINGS LLC

By Joe Du Bey _____
Name: Joe Du Bey
Title: Chief Executive Officer

FANTASTIC HOLDINGS, LLC

By Joe Du Bey _____
Name: Joe Du Bey
Title: Authorized Person

FANTASTIC MERGER, LLC

By Joe Du Bey _____
Name: Joe Du Bey
Title: Authorized Person