FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2021-07-12**
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(HTML Version on secdatabase.com)

SUBJECT COMPANY

Alight Group, Inc.

CIK:**1809104**| IRS No.: **850545098** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-91522** | Film No.: **211086129**
SIC: **6770** Blank checks

Mailing Address
4 OVERLOOK POINT
LINCOLNSHIRE IL 60069

Business Address
4 OVERLOOK POINT
LINCOLNSHIRE IL 60069
(702) 323-7330

FILED BY

Abu Dhabi Investment Authority

CIK:**1362558**| IRS No.: **000000000** | State of Incorp.:**C0** | Fiscal Year End: **1231**
Type: **SC 13D**

Mailing Address
211 CORNICHE STREET
PO BOX 3600
ABU DHABI C0 0000

Business Address
211 CORNICHE STREET
PO BOX 3600
ABU DHABI C0 0000
971 2 4154242

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

Alight, Inc.
(Name of Issuer)

Class A common stock, par value $0.0001 per share
(Title of Class of Securities)

01626W 101
(CUSIP Number)

Turner Herbert, 211 Corniche, PO Box 3600, Abu Dhabi, United Arab Emirates. +971 2 4150000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 2, 2021
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Abu Dhabi Investment Authority	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☐ (b) ☒
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** The Emirate of Abu Dhabi, United Arab Emirates	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 33,695,209
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 33,695,209
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 33,695,209	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☒
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 7.5% (1)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** OO (2)	

(1) Based on a total of 446,790,011 shares of Class A Common Stock (as defined below) the Reporting Persons (as defined below) understand are outstanding as of July 2, 2021.

(2) Abu Dhabi Investment Authority is a public institution established in 1976 by the Government of the Emirate of Abu Dhabi as an independent investment institution. ADIA is wholly owned and subject to constitutional supervision by the Government. ADIA has an independent legal identity with full capacity to act in fulfilling its statutory mandate and objectives.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Platinum Falcon B 2018 RSC Limited	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☐ (b) ☒
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Abu Dhabi Global Market, Abu Dhabi, United Arab Emirates	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 33,695,209
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 33,695,209
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1)** 33,695,209	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☒
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (2)** 7.5% (2)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** CO	

(1) Platinum Falcon B 2018 RSC Limited is the direct owner of 33,695,209 of the shares of Class A Common Stock reported herein. Platinum Falcon is an indirect wholly owned subsidiary of Abu Dhabi Investment Authority. Pursuant to the rules and regulations of the Securities and Exchange Commission, Abu Dhabi Investment Authority may be deemed to be the beneficial owner of the shares of Class A Common Stock directly held by Platinum Falcon.

(2) Based on a total of 446,790,011 shares of Class A Common Stock the Reporting Persons understand are outstanding as of July 2, 2021.

Item 1. Security and Issuer

This statement on Schedule 13D (the "Statement") relates to the Class A common stock, par value $0.0001 (the "Class A Common Stock"), of Alight, Inc. (the "Issuer"), whose principal executive offices are located at 4 Overlook Point, Lincolnshire, Ilinois 60069.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by the Abu Dhabi Investment Authority, a public institution established under the laws of the the Emirate of Abu Dhabi ("ADIA"), and its indirect wholly owned subsidiary Platinum Falcon B 2018 RSC Limited, a restricted scope company incorporated in the Abu Dhabi Global Market, Abu Dhabi, the United Arab Emirates ("Platinum Falcon", and together with ADIA, the "Reporting Persons"). The board of directors of ADIA does not involve itself in ADIA's investment and operational decisions, for which the Managing Director of ADIA is responsible under law. The Investment Committee of ADIA assists the Managing Director with investment decisions. Schedule 1 hereto sets forth the names and other required information regarding the Managing Director and the members of the Investment Committee of ADIA (collectively, the "ADIA Scheduled Persons"). Schedule 2 hereto sets forth the names and other required information regarding the executive officers and the members of the board of directors of Platinum Falcon (together with the ADIA Scheduled Persons, the "Scheduled Persons").

(b) The principal business address of ADIA is 211 Corniche, PO Box 3600, Abu Dhabi, United Arab Emirates. The principal business address of Platinum Falcon is Level 26, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.

(c) ADIA was established in 1976 to invest funds on behalf of the Government of the Emirate of Abu Dhabi (the "Government"), to make available the necessary financial resources to secure and maintain the future welfare of the Emirate of Abu Dhabi. ADIA carries out its investment program independently and without reference to the Government or other entities that also invest on the Government's behalf. Platinum Falcon is an indirect wholly owned subsidiary of ADIA and whose principal business is the investing of funds made available to Platinum Falcon by ADIA.

(d),(e) During the last five years, none of the Reporting Persons or the Scheduled Persons has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of a competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or other Consideration.

Prior to July 2, 2021, the Reporting Persons indirectly held approximately 16.26% of the units of Tempo Holding Company, LLC, a Delaware limited liability company ("Tempo Holding") via Platinum Falcon's ownership of an approximately 49.9% interest in each of Tempo Blocker I, LLC, a Delaware limited liability company ("Tempo Blocker I") and Tempo Blocker II, LLC, a Delaware limited liability company ("Tempo Blocker II", and together with Tempo Blocker I, the "Platinum Falcon Tempo Blockers"). On January 25, 2021, the Platinum Falcon Tempo Blockers, together with other parties, entered into the Business Combination Agreement (as described under Item 4), pursuant to which Platinum Falcon exchanged its interests in the Platinum Falcon Tempo Blockers for the securities in the Issuer described herein.

Item 4. Purpose of Transaction.

On January 25, 2021, Foley Trasimene Acquisition Corp., a Delaware corporation and a special purpose acquisition vehicle ("FTAC"), entered into a business combination agreement (as amended, the "Business Combination Agreement") with Tempo Holding, the Issuer (formerly known as Acrobat Holdings, Inc. and a direct, wholly owned subsidiary of the FTAC), Acrobat SPAC Merger Sub, Inc., a Delaware corporation and direct, wholly owned subsidiary of the Issuer, Acrobat Merger Sub, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of FTAC, Acrobat Blocker 1 Corp., a Delaware corporation and a direct, wholly owned subsidiary of the Issuer, Acrobat Blocker 2 Corp., a Delaware corporation and a direct, wholly owned subsidiary of the Issuer, Acrobat Blocker 3 Corp., a Delaware corporation and a direct, wholly owned subsidiary of the Issuer, Acrobat Blocker 4 Corp., a Delaware corporation and a direct, wholly owned subsidiary of the Issuer, Tempo Blocker I, Tempo Blocker II, Blackstone Tempo Feeder Fund VII, L.P., a Delaware limited partnership, and New Mountain Partners IV Special (AIV-E), LP, a Delaware limited partnership.

The transactions contemplated by the Business Combination Agreement were consummated on July 2, 2021 (the "Closing"). As a result of these transactions, Platinum Falcon acquired 33,695,209 shares of Class A Common Stock, 1,088,850 unvested shares of non-voting Class B-1 common stock of the Issuer, 1,088,850 unvested shares of non-voting Class B-2 common stock of the Issuer, 1,203,710 unvested shares of Class Z-A common stock of the Issuer, 65,442 unvested shares of Class Z-B-1 common stock of the Issuer, and 65,442 unvested shares of Class Z-B-2 common stock of the Issuer, in addition to an amount in cash.

A number of agreements relating to the securities of the Issuer which were entered into by the Reporting Persons in connection with the Business Combination Agreement are described under Item 6, which description is incorporated by reference herein. Other than as disclosed in this Statement, the Reporting Persons have no present plans or proposals which relate to or would result in any of the events set forth in items (a) through (j) of Item 4 of the form of Schedule 13D, although the Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto and/or may determine to acquire additional securities of the Issuer or dispose of additional securities of the Issuer.

The foregoing summary of the terms of the Business Combination Agreement should be read in conjunction with the full text of the Business Combination Agreement, a copy of which is included as Annex A to the Form S-4/A filed by the Issuer with the Securities and Exchange Commission on April 29, 2021 and which is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

(a) Platinum Falcon is the direct beneficial owner of 33,695,209 shares of Class A Common Stock, representing 7.5% of the shares of Class A Common Stock outstanding.

Platinum Falcon is the direct owner of 1,088,850 unvested shares of non-voting Class B-1 common stock of the Issuer. The non-voting Class B-1 common stock will vest and convert into shares of Class A Common Stock on a one-for-one basis if the volume-weighted average price ("VWAP") of the Class A Common Stock equals or exceeds $12.50 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a $12.50 per share valuation). As the vesting of non-voting Class B-1 common stock is dependent on company performance criteria not within the control of Platinum Falcon, Platinum Falcon does not beneficially own any Class A Common Stock by virtue of its ownership of the non-voting Class B-1 common stock.

Platinum Falcon is the direct owner of 1,088,850 unvested shares of non-voting Class B-2 common stock of the Issuer. The non-voting Class B-2 common stock will vest and convert into shares of Class A Common Stock on a one-for-one basis if the VWAP of the Class A Common Stock equals or exceeds $15.00 per share for 20 or more trading days within a consecutive 30-trading day period (or in the event of a change of control or liquidation event that implies a $15.00 per share valuation). As the vesting of non-voting Class B-2 common stock is dependent on company performance criteria not within the control of Platinum Falcon, Platinum Falcon does not beneficially own any Class A Common Stock by virtue of its ownership of the non-voting Class B-2 common stock.

Platinum Falcon is the direct owner of (i) 1,203,710 unvested shares of Class Z-A common stock of the Issuer; (ii) 65,442 unvested shares of Class Z-B-1 common stock of the Issuer; and (iii) 65,442 unvested shares of Class Z-B-2 common stock of the Issuer (together with the Class Z-A Common Stock and the Class Z-B-1 Common Stock, the "Class Z Common Stock"). The Class Z Common Stock is unvested, non-economic and non-voting and is intended to allow for the re-allocation of the consideration paid to the holders of unvested management equity in Tempo Holding to the other pre-closing equity holders of Tempo Holding in the event such equity is forfeited under the terms of the applicable award agreement and will only vest in connection with any such forfeiture. Upon vesting, the shares of Class Z-A common stock, Class Z-B-1 common stock and Class Z-B-2 common stock will convert, on a one-for-one basis, into shares of Class A Common Stock, Class B-1 common stock and Class B-2 common stock, respectively; provided, however, that if at the time of such conversion into Class B-1 common stock or Class B-2 common stock, the Class B-1 common stock and the Class B-2 common stock are to vest and convert into Class A Common Stock, then the shares of Class Z-B-1 common stock and Class Z-B-2 common stock shall convert directly into shares of Class A Common Stock on a one-for-one basis. As the vesting of Class Z Common Stock is dependent on events outside the control of Platinum Falcon, Platinum Falcon does not beneficially own any Class A Common Stock by virtue of its ownership of the Class Z Common Stock.

ADIA is the indirect beneficial owner of the 33,695,209 shares of Class A Common Stock mentioned above, representing 7.5% of the shares of Class A Common Stock outstanding, by virtue of ADIA's 100% indirect ownership of Platinum Falcon.

(b) Platinum Falcon has the power to vote or to direct the vote or dispose or direct the disposition of 33,695,209 shares of Class A Common Stock, representing 7.5% of the Issuer, which it shares with ADIA by virtue of ADIA's indirect beneficial ownership of Platinum Falcon, and with the Issuer pursuant to the Investor Rights Agreement (as defined under Item 6 below), as described in more detail under Item 6, which description is hereby incorporated herein by reference.

ADIA has the power to vote or to direct the vote or dispose or direct the disposition of 33,695,209 shares of Class A Common Stock, representing 7.5% of the Issuer, which it shares with Platinum Falcon by virtue of ADIA's indirect beneficial ownership of Platinum Falcon, and with the Issuer pursuant to the Investor Rights Agreement.

The calculation of the beneficial ownership information set forth in Item 5(a) and 5(b) is based on 446,790,011 shares of Class A Common Stock the Reporting Persons understand were outstanding as of July 2, 2021.

(c) Except as disclosed in this Statement, to the knowledge of the Reporting Persons, none of the persons named in Item 2 has effected any transaction in the securities of the Issuer during the past 60 days.

(d) To the best knowledge of the Reporting Persons, or as otherwise disclosed in this Statement (including the description of Aon Deferred Consideration Agreements under Item 6 below, which is incorporated by reference herein), no other person has the right to receive or the power to direct the receipt of dividends from the Class A Common Stock beneficially owned by the Reporting Persons.

(e) Not applicable

Item 6. Contracts, Arrangements, Understanding or Relationships with Respect to Securities of the Issuer.

Investor Rights Agreement

Pursuant to an investor rights agreement entered into on July 2, 2021, by and among the Issuer, Platinum Falcon and the other parties thereto (the "Investor Rights Agreement"), Platinum Falcon is subject to a lock-up agreed with the Issuer that runs from Closing until the earlier of (i) 180 days from Closing, or (ii) if the VWAP of Class A Common Stock for any 20 trading days within a consecutive 30-trading-day period is greater than or equal to $12.50, 60 days thereafter (the "Lock-Up Period"). There is a carve-out for 30 million shares that may be initiated by Blackstone on behalf of the Tempo Holding investors including Platinum Falcon. Notwithstanding the foregoing, Platinum Falcon is entitled to transfer its Class A Common Stock during the Lock-Up Period to a "Permitted Transferee" which includes transfers to affiliates.

Under the Investor Rights Agreement, Platinum Falcon agrees with the Issuer to vote in favor of the slate of directors nominated by or at the direction of the board or a duly authorized committee thereof. Platinum Falcon also agreed to vote its shares in the Issuer in favor of certain amendments to the transfer restriction or vesting conditions of the Class B-1 common stock, Class B-2 common stock or Class B-3 common stock (as the case may be) set forth in the Amended and Restated Certificate of Incorporation of the Issuer. Platinum Falcon also has the right to access the books and records of, and receive certain information from, the Issuer.

By virtue of the Investor Rights Agreement, the Reporting Persons may be deemed to be part of a "group" (within the meaning of Rule 13d-5(b)(1) adopted pursuant to the Act) with certain parties to the Investor Rights Agreement. If the Reporting Persons are deemed part of a group with such parties, the group thus formed would be deemed to beneficially own the shares of Class A Common Stock beneficially owned by the individual members of the group. Each of the Reporting Persons expressly disclaims that they are a member of a group with any of the other parties to the Investor Rights Agreement and disclaims beneficial ownership of those shares of Class A Common Stock held by any such party.

The foregoing summary of the terms of the Investor Rights Agreement should be read in conjunction with the full text of the Investor Rights Agreement, a copy of which is included as Exhibit 99.2 to this Statement and which is incorporated herein by reference.

Registration Rights Agreement

Pursuant to a registration rights agreement entered into on July 2, 2021, by and among the Issuer, Platinum Falcon and the other parties thereto (the "Registration Rights Agreement"), the Issuer is required to file (or confidentially submit) within 30 days after Closing a registration statement for the resale of all of Platinum Falcon's registrable securities. The Issuer must use commercially reasonable efforts to cause the registration statement to become effective as soon as practicable after filing. At any time when the Lock-Up Period (as defined above) is not applicable, and the registration statement contemplated by this paragraph is not available, and provided that a coordination period of a maximum of three years (the "Coordination Period") has expired, Platinum Falcon is entitled to make a request to the Issuer for demand registration of all or a portion of its registrable securities (subject to certain exceptions where there were other recent demand registrations or Issuer-initiated registered offerings). All other holders of Registrable Securities may notify the Issuer of their desire to be included in such registration (subject to customary underwriter cutback). Platinum Falcon also has a right to participate pro rata in demand registrations initiated by other holders of registrable securities.

The Issuer also has an obligation to file and maintain a shelf registration statement, which shall include all of the Issuer securities owned by Platinum Falcon (at its option). Any time that a shelf registration statement is effective, Platinum Falcon (after the Coordination Period) may deliver a shelf takedown notice to the Issuer, indicating that it intends to effect an offering of all or part of its registrable securities included in such shelf registration statement. Other holders of registrable securities have a right to participate pro rata in the offering, and the total amount of securities sold in a shelf takedown is subject to customary underwriter cutback. Platinum Falcon also has a right to participate pro rata in shelf takedowns initiated by other holders of registrable securities.

The foregoing summary of the terms of the Registration Rights Agreement should be read in conjunction with the full text of the Registration Rights Agreement, a copy of which is included as Exhibit 99.3 to this Statement and which is incorporated herein by reference.

Aon Deferred Consideration Agreements

Platinum Falcon's initial investment in Tempo Holding was made in connection with the acquisition by a wholly owned subsidiary of Tempo Holding, pursuant to a purchase agreement entered into on February 9, 2017 with Aon plc ("Aon"), of the outstanding equity interest in certain technology-enabled human resources solutions of Aon, plus certain related assets (the "Tempo Acquisition"). The Tempo Acquisition included an earn-out mechanism whereby Aon would be entitled to additional consideration provided certain conditions were met, and this mechanism was replicated in a number of agreements entered into at Closing, including the Aon deferred consideration letter agreement entered into by Platinum Falcon, the Issuer and Tempo Acquisition, LLC (the "Aon Deferred Consideration Letter Agreement"). Pursuant to the Aon Deferred Consideration Letter Agreement, Platinum Falcon agreed to pay to Aon 20% of the proceeds it receives from the sale of and dividend distributions on its equity securities in the Issuer above a certain threshold (measured by reference to the consideration paid for the Tempo Acquisition, plus a return on such amount), subject to a cap.

Item 7. Material to be Filed as Exhibits

EXHIBIT INDEX

Exhibit Number	Description
99.1	Joint Filing Agreement, dated July 12, 2021, between the Abu Dhabi Investment Authority and Platinum Falcon B 2018 RSC Limited
99.2	Investor Rights Agreement
99.3	Registration Rights Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

ABU DHABI INVESTMENT AUTHORITY
/s/ HAMAD SHAHWAN ALDHAHERI

By: HAMAD SHAHWAN ALDHAHERI

Title: Authorized Signatory
/s/ AHMED GHUBASH

By: AHMED GHUBASH

Title: Authorized Signatory

PLATINUM FALCON B 2018 RSC LIMITED
/s/ MOHAMED HAMAD ALMAZROUEI

By: MOHAMED HAMAD ALMAZROUEI

Title: Authorized Signatory
/s/ SAIF ALHAMMADI

By: SAIF ALHAMMADI

Title: Authorized Signatory

SCHEDULE 1

Schedule 1 sets forth the Managing Director and the members of the Investment Committee of ADIA.

Name	Business Address	Present Principal Occupation	Citizenship
H.H. Sheikh Hamed bin Zayed Al Nahyan	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Managing Director and Investment Committee Member	United Arab Emirates
H.H. Sheikh Mohammed bin Khalifa bin Zayed Al Nahyan	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
H.E. Khalil Mohammed Sharif Foulathi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Majed Salem Khalifa Rashed Alromaithi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Khalifa Matar Khalifa Saif Almheiri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Khadem Mohamed Matar Mohamed AlRemeithi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Hamad Shahwan Surour Shahwan Aldhaheri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Juma Khamis Mugheer Jaber Alkhyeli	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates
Mohamed Rashid Mohamed Obaid Al Mheiri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Investment Committee Member	United Arab Emirates

SCHEDULE 2

Schedule 2 sets forth the executive officers and the members of the board of directors of Platinum Falcon B 2018 RSC Limited.

Name	Business Address	Present Principal Occupation	Citizenship
Sultan Ahmed Abdulla Alawi Al Junaibi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Mubarak Awad Qanazel Khniban AlAmeri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Hamad Shahwan Surour Shahwan AlDhaheri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Saif Abdulla Mohamed AlShorafa AlHammadi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Ahmed Mohamed Ghubash Saeed AlMarri	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Saif Surour Omair Maaded AlMashghouni	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Mohamed Fahed Mohamed Abdulla AlMazrouei	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Mohamed Hamad Sari Ahmed AlMazrouei	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Ahmed Salem Abdulla Melaih AlNeyadi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Mohamed Ahmed Darwish Karam AlQubaisi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates
Rawdha Abdulrahman Abdulla Sultan AlRumaithi	211 Corniche, PO Box 3600, Abu Dhabi, UAE	Director	United Arab Emirates

EXHIBIT 99.1

JOINT FILING AGREEMENT

The undersigned hereby agree that the Statement on Schedule 13D filed herewith is being filed jointly with the Securities and Exchange Commission pursuant to Rule 13d-1(k)(1)(iii) promulgated pursuant to the Securities Exchange Act of 1934, as amended, on behalf of each such person.

Date: July 12, 2021

ABU DHABI INVESTMENT AUTHORITY
/s/ HAMAD SHAHWAN ALDHAHERI

By: HAMAD SHAHWAN ALDHAHERI

Title: Authorized Signatory
/s/ AHMED GHUBASH

By: AHMED GHUBASH

Title: Authorized Signatory

PLATINUM FALCON B 2018 RSC LIMITED
/s/ MOHAMED HAMAD ALMAZROUEI

By: MOHAMED HAMAD ALMAZROUEI

Title: Authorized Signatory
/s/ SAIF ALHAMMADI

By: SAIF ALHAMMADI

Title: Authorized Signatory

Exhibit 99.2

INVESTOR RIGHTS AGREEMENT

DATED AS OF JULY 2, 2021

AMONG

ALIGHT, INC.

AND

THE OTHER PARTIES HERETO

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INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement is entered into as of July 2, 2021 by and among Alight, Inc., a Delaware corporation (the "Company"), each of the Persons set forth on the signature pages hereto, as the Existing Investors and the Sponsor Investors as of the date hereof, and each of the other Persons from time to time party hereto.

RECITALS:

WHEREAS, in connection with the Equity Transactions (as defined below) and effective upon the consummation thereof, the parties hereto wish to set forth certain understandings between such parties in relation to the Company, including with respect to certain governance matters of the Company and other matters.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.

INTRODUCTORY MATTERS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Business Combination Agreement:

"ADIA" means the Abu Dhabi Investment Authority.

"Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Affiliated Transferees" means, with respect to any Investor, any Affiliate thereof that is Transferred Equity Securities Beneficially Owned by such Investor as of the date hereof.

"Agreement" means this Investor Rights Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

"Alight OpCo" means Alight Holding Company, LLC, a Delaware limited liability company.

"Alight OpCo LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Alight OpCo as in effect on the Closing Date, and as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

"Alight OpCo Units" means the Class A Units and Class B Units.

"Beneficially Own" (including its correlative meanings "Beneficial Owner" and "Beneficial Ownership" and words with a similar correlative meaning) has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Blackstone Designator" means the Blackstone Investor, or any group of Blackstone Investors collectively, that then Beneficially Owns a majority of the Voting Securities Beneficially Owned by all Blackstone Investors.

"Blackstone Designee" has the meaning assigned to such term in Section 2.2(a).

"Blackstone Investors" means the entities listed on the signature pages hereto under the heading "Blackstone Investors," any Transferee that becomes party to this Agreement as a "Blackstone Investor" in accordance with Section 5.5 hereof, and their respective Affiliated Transferees.

"Board" means the board of directors of the Company from time to time.

"Business Combination Agreement" means that certain Amended and Restated Business Combination Agreement, dated as of April 29, 2021, by and among the Company, Foley Trasimene Acquisition Corp., Alight Opco, and the other parties thereto.

"Business Day" means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by law to close; *provided*, that for any act, action or notices involving or relating to the PF Investors, "Business Day" means a day other than a Friday, Saturday or any day that is an official public holiday in the United Arab Emirates.

"Cannae" means Cannae Holdings, LLC, a Delaware limited liability company, and its Affiliated Transferees.

"Chairman" has the meaning set forth in Section 2.5.

"Class A Common Stock" means shares of class A common stock, par value $0.0001 per share, of the Company, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Class A Units" means the Class A Units of limited liability company interest in Alight OpCo (other than any such interests owned, directly or indirectly, by the Company or any of its Subsidiaries).

"Class B Common Stock" means shares of class B common stock, par value $0.0001 per share, of the Company (comprising Class B-1 Common Stock, Class B-2 Common Stock and Class B-3 Common Stock), and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Class B Units" means the Class B Units (comprising Class B-1 Units, Class B-2 Units and Class B-3 Units) of limited liability company interest in Alight OpCo, all of which convert into Class A Units upon vesting pursuant to the Alight OpCo LLC Agreement (other than any such interests owned, directly or indirectly, by the Company or any of its Subsidiaries).

"Class B-1 Conversion Event" has the meaning set forth in the Company Charter.

"Class B-2 Conversion Event" has the meaning set forth in the Company Charter.

"Class C Units" means the Class C Units of limited liability company interest in Alight OpCo (other than any such interests owned, directly or indirectly, by the Company or any of its Subsidiaries).

"Class V Common Stock" means shares of class V common stock, par value $0.0001 per share, of the Company, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Closing Date" means the date of the closing of the Equity Transactions in accordance with the Business Combination Agreement.

"Common Stock" means, collectively, the Class A Common Stock, Class B Common Stock and Class V Common Stock.

"Company" has the meaning set forth in the Preamble.

"Company Charter" means the Amended and Restated Certificate of Incorporation of the Company as in effect on the date hereof and as may be amended, restated or modified and in effect from time to time.

"Confidential Information" means any proprietary, business relevant or sensitive information concerning the Company or its Subsidiaries (including Alight OpCo) that is furnished after the date of this Agreement by or on behalf of the Company or its designated representatives to an Investor or its designated representatives, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part; *provided*, *however*, that Confidential Information does not include information:

(i) that is or has become publicly available other than as a result of a disclosure by an Investor or its designated representatives in violation of this Agreement;

(ii) that was already known to an Investor or its designated representatives or was in the possession of an Investor or its designated representatives prior to its being furnished by or on behalf of the Company or its designated representatives;

(iii) that is received by an Investor or its designated representatives from a source other than the Company or its designated representatives, provided, that the source of such information was not actually known by such Investor or designated representative to be bound by a confidentiality agreement with, or other contractual obligation of confidentiality to, the Company;

(iv) that was independently developed or acquired by an Investor or its designated representatives or on its or their behalf without the violation of the terms of this Agreement; or

(v) that an Investor or its designated representatives is required, in the good faith determination of such Investor or designated representative, to disclose by applicable law, regulation or legal process, provided, that such Investor or designated representative first takes reasonable steps to minimize the extent of any such required disclosure, and provided, further, that no such steps to minimize disclosure shall be required where disclosure is made (a) in response to a request by a regulatory or self-regulatory authority of competent authority or (b) in connection with an audit or examination by a bank examiner or auditor or regulatory authority and such audit or examination does not specifically reference the Company, Alight OpCo or this Agreement.

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Covered Shares" means all Equity Securities held by the Existing Investors as of the date hereof or of which the Existing Investors acquire record or Beneficial Ownership, including by purchase, as a result of a share dividend, share split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, other than any Equity Securities purchased on the open market after the Closing Date.

"Director" means any director of the Company from time to time.

"Equity Securities" means any and all shares of Common Stock of the Company, and any and all securities of the Company or Alight OpCo convertible into, or exchangeable or exercisable for (whether or not subject to contingencies or the passage of time, or both), such shares, and any options, warrants or other rights to acquire shares of Common Stock of the Company; including, without limitation, Alight OpCo Units.

"Equity Transactions" means the transactions contemplated by the Business Combination Agreement.

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

"Existing Investors" means collectively, the Blackstone Investors, the New Mountain Partners Investors, the GIC Investors and the PF Investors.

"GIC Investors" means Jasmine Ventures Pte. Ltd., a private company limited by shares formed under the laws of Singapore, and its Affiliated Transferees.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Information" has the meaning set forth in Section 3.1 hereof.

"Investors" means the Existing Investors and the Sponsor Investors.

"Investor Designator" has the meaning set forth in Section 2.2(c).

"Investor Designee" means any Blackstone Designee or Sponsor Designee.

"Investor Lock-Up Period" has the meaning set forth in Section 4.3(a).

"Jointly Designated Director" has the meaning set forth in Section 2.1 hereof.

"Law" means any statute, law, ordinance, rule, treaty, code, directive, regulation, governmental approval (whether granted or required) or Governmental Order, in each case, of any Governmental Authority.

"NewCo" has the meaning set forth in Section 4.1 hereof.

"New Mountain Partners Investors" means, collectively, New Mountain Partners IV (AIV-E) L.P. and New Mountain Partners IV (AIV-E2) L.P. and their respective Affiliated Transferees.

"Non-Recourse Party" has the meaning set forth in Section 5.16 hereof.

"Non-PED Affiliate" has the meaning set out in Section 4.5.

"PED Affiliate" has the meaning set out in Section 4.5.

"Permitted Transferee" has the meaning set forth in Section 4.3 hereof.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"PF Investors" means Platinum Falcon B 2018 RSC Limited, a restricted scope company incorporated in the Abu Dhabi Global Market, and its Affiliated Transferees.

"Plan Asset Regulation" has the meaning set forth in Section 3.3(a) hereof.

"Sponsors" means Bilcar FT, LP, a Delaware limited partnership, and Trasimene Capital FT, LP, a Delaware limited partnership, and their respective Affiliated Transferees.

"Sponsor Designators" means the Sponsor Investor, or any group of Sponsor Investors collectively, that then Beneficially Owns a majority of the Voting Securities Beneficially Owned by all Sponsor Investors.

"Sponsor Designee" has the meaning assigned to such term in Section 2.2(c).

"Sponsor Investors" means the Sponsors, Cannae and THL, any Transferee thereof that becomes party to this Agreement as a "Sponsor Investor" in accordance with Section 5.5 hereof and the respective Affiliated Transferees of any such Transferees.

"Subsidiary" means, with respect to any Person, any corporation, company, limited liability company, partnership, association or other business entity of which: (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or any combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock or majority ownership interest of the limited liability company, partnership, association or other business entity is at the time owned or Controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or any combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall (a) be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or (b) Control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

"THL" means THL FTAC LLC, a Delaware limited liability company, and its Affiliated Transferees.

"Total Number of Directors" means the total number of directors comprising the Board from time to time.

"Trading Day" means a day on which the New York Stock Exchange, or such other principal United States securities exchange on which the Class A Common Stock is listed, quoted or admitted to trading, is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"Transfer" (including its correlative meanings, "Transferor," "Transferee" and "Transferred") shall mean, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security. When used as a noun, "Transfer" shall have such correlative meaning as the context may require.

"VCOC Investor" has the meaning set forth in Section 3.3(a) hereof.

"Voting Securities" means, at any time, outstanding shares of any class of capital stock of the Company which are then entitled to vote generally in the election of directors to the Board.

"VWAP" means, for any security as of any date(s), the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Refinitiv Workspace (or an equivalent successor if such page is not available) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Refinitiv Workspace (or an equivalent successor if such page is not available), or, if no dollar volume-weighted average price is reported for such security by Refinitiv Workspace (or an equivalent successor if such page is not available) for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such date(s) shall be the fair market value per share on such date(s) as reasonably determined by the Board.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.

ARTICLE II.
CORPORATE GOVERNANCE MATTERS

2.1 Initial Board Composition. Effective as of the Closing Date, the Board is anticipated to be comprised of eight (8) Directors, as follows: (i) the Chief Executive Officer of the Company, (ii) three (3) Directors designated by the Blackstone Designator, (iii) three (3) directors jointly designated by the Sponsor Designators and (iv) one Director, to be jointly designated as mutually agreed by the Blackstone Designator and Sponsor Designator, who shall be independent as required by the Securities and Exchange Commission and applicable listing exchange rules and regulations (such jointly designated director, the "Jointly Designated Director"). The initial chairman of the Board (the "Chairman") is anticipated to be William P. Foley (who shall be one of the Sponsor Designees). Mr. Foley shall be appointed as the Chairman for so long as he is a Sponsor Designee, and, thereafter, the Chairman shall be elected by a majority of the Board.

2.2 Election of Directors.

(a) Following the Closing Date, for so long as the Blackstone Investors continue to Beneficially Own at least 50% of the aggregate outstanding Voting Securities held by the Blackstone Investors as of the Closing Date, the Blackstone Designator shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly authorized committee thereof shall include, three (3) Directors and the Blackstone Designator shall have the right, but not the obligation to (i) jointly with Cannae (or, if Cannae is no longer a party hereto, the Sponsor Designator), designate the Jointly Designated Director (subject to Section 2.2(c)) and (ii) to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company. If and when the Blackstone Investors collectively Beneficially Own less than 50% of the aggregate outstanding Voting Securities held by the Blackstone Investors as of the Closing Date, the Blackstone Designator shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly-authorized committee thereof shall include: (i) if the Blackstone Investors collectively Beneficially Own, 7.5% or more of the aggregate outstanding Voting Securities, three (3) Directors; (ii) if the Blackstone Investors collectively Beneficially Own at least 6.25% (but less than 7.5%) of the aggregate outstanding Voting Securities, two (2) Directors; and (iii) if the Blackstone Investors collectively Beneficially Own at least 2.5% (but less than 6.25%) of the aggregate outstanding Voting Securities, one (1) Director (in each case, each such person a "Blackstone Designee"). In addition, if the Blackstone Investors collectively Beneficially Own at least 7.5% of the aggregate outstanding Voting Securities, the Blackstone Designator shall have the right, but not the obligation, to (i) jointly with Cannae (or, if Cannae is no longer a party hereto, the Sponsor Designator), designate the Jointly Designated Director (subject to Section 2.2(c)) and (ii) to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company.

(b) Following the Closing Date, for so long as the Sponsor Investors continue to Beneficially Own at least 50% of the aggregate outstanding Voting Securities held by the Sponsor Investors as of the Closing Date, the Sponsor Designators shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly authorized committee thereof shall include, three (3) Directors (in the aggregate), and Cannae (or, if Cannae is no longer party hereto, the Sponsor Designator) shall have the right, but not the obligation to (i) jointly with the Blackstone Designator, designate the Jointly Designated Director (subject to Section 2.2(c)) and (ii) to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company. If and when the Sponsor Investors collectively Beneficially Own less than 50% of the aggregate outstanding Voting Securities held by the Sponsor Investors as of the Closing Date, the Sponsor Designators shall have the right, but not the obligation, to designate, and the individuals nominated for election as Directors by or at the direction of the Board or a duly-authorized committee thereof shall include: (i) if the Sponsor Investors collectively Beneficially Own 7.5% or more of the aggregate outstanding Voting Securities, three (3) Directors (in the aggregate); (ii) if the Sponsor Investors collectively Beneficially Own at least 6.25% (but less than 7.5%) of the aggregate outstanding Voting Securities, two (2) Directors (in the aggregate); and (iii) if the Sponsor Investors collectively Beneficially Own at least 2.5% (but less than 6.25%) of the aggregate outstanding Voting Securities, one (1) Director (in the aggregate) (in each case, each such person a "Sponsor Designee"). In addition, if the Sponsor Investors collectively Beneficially Own at least 7.5% of the aggregate outstanding Voting Securities, Cannae (or, if Cannae is no longer party hereto, the Sponsor Designator) shall have the right, but not the obligation, to (i) jointly with Blackstone Designator, designate the Jointly Designated Director (subject to Section 2.2(c)) and (ii) to consent to any individual nominated for election to the Board seat initially occupied by the Chief Executive Officer of the Company.

(c) If at any time the Blackstone Designator or the Sponsor Designator (or Cannae, with respect to the Jointly Designated Director) (collectively, the "Investor Designators" and each an "Investor Designator") has designated fewer than the total number of individuals that it is then entitled to designate pursuant to Section 2.2(a) or 2.2(b) hereof, the Blackstone Investors or the Sponsor Investors, or the Blackstone Investor and Cannae (or, the Sponsor Designator, if applicable) jointly with respect to the Jointly Designated Director, as applicable, shall have the right, at any time and from time to time, to designate such additional individuals which it is entitled to so designate (or in the case of the Jointly Designated Director, jointly designate), in which case, any individuals nominated by or at the direction of the Board or any duly-authorized committee thereof for election as Directors to fill any vacancy on the Board shall include such designees, and the Company shall use its best efforts to (i) effect the election of such additional designees, whether by increasing the size of the Board or otherwise, and (ii) cause the election of such additional designees to fill any such newly-created vacancies or to fill any other existing vacancies. If at any time either the Blackstone Investors or the Sponsor Investors no longer Beneficially Own the requisite amount of Voting Securities required to participate in the designation of the Jointly Designated Director, then the Blackstone Designator or the Sponsor Designator, as appropriate, continuing to Beneficially Own such requisite amount of Voting Securities shall not have the unilateral right to designate the Jointly Designated Director, but instead have the right to propose a nominee to the nominating committee of the Board, who shall be nominated (or not) in the sole discretion of the nominating committee of the Board acting in their capacity as such.

(d) Directors are subject to removal pursuant to the applicable provisions of the certificate of incorporation and bylaws of the Company, as in effect from time to time; *provided*, *however*, that, for as long as this Agreement remains in effect, the Blackstone Designees may only be removed with the consent of the Blackstone Designator, the Sponsor Designees may only be removed with the consent of the Sponsor Designator and the Jointly Designated Director may only be removed with the consent of the Blackstone Designator and Cannae (or the Sponsor Designator, if applicable), in each case delivered in accordance with Section 5.13 hereof.

(e) In the event that a vacancy is created at any time by death, disability, retirement, removal (with or without cause), disqualification, resignation or otherwise with respect to a Blackstone Designee, a Sponsor Designee or the Jointly Designated Director, any individual nominated by or at the direction of the Board or any duly-authorized committee thereof to fill such vacancy shall be, and the Company shall use its best efforts to cause such vacancy to be filled, as soon as reasonably possible, by a new designee of the Blackstone Designator, the Sponsor Designator or (subject to Section 2.2(c)) jointly by the Blackstone Designator and Cannae (or, if applicable, the Sponsor Designator), as applicable.

(f) The Company shall, to the fullest extent permitted by applicable Law, include in the slate of nominees recommended by the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the persons designated pursuant to this Section 2.2 and use its reasonable best efforts to cause the election of each such designee to the Board, including nominating each such individual to be elected as a Director as provided herein, recommending such individual's election and soliciting proxies or consents in favor thereof. In the event that any Investor Designee or the Jointly Designated Director shall fail to be elected to the Board at any meeting of stockholders called for the purpose of electing directors (or consent in lieu of meeting), the Company shall use its reasonable best efforts to cause such Investor Designee or Jointly Designated Director (or a new designee of the applicable Investor Designator or new Jointly Designated Director, as appropriate) to be elected to the Board, as soon as possible, and the Company shall take or cause to be taken, to the fullest extent permitted by Law, at any time and from time to time, all actions necessary to accomplish the same, including, without limitation, actions to effect an increase in the Total Number of Directors.

(g) Each Investor hereby agrees with the Company to vote all Voting Securities Beneficially Owned by such Investor in favor of the slate of Directors nominated by or at the direction of the Board or a duly authorized committee thereof in connection with each vote taken or written consent executed in connection with the election of Directors to the Board, and each Investor agrees with the Company not to seek to remove or replace an Investor Designee (other than, in the case of any Investor Designator, such Investor Designator's Investor Designees). For the avoidance of doubt, the covenants contained in this Section 2.2(g) are made by each Investor solely to the Company, not to each other Investor hereto.

(h) In addition to any vote or consent of the Board or the stockholders of the Company required by applicable Law or the certificate of incorporation or bylaws of the Company, and notwithstanding anything to the contrary in this Agreement, for so long as this Agreement is in effect, (i) any action by the Board to increase the Total Number of Directors to greater than 8 (other than any increase in the Total Number of Directors in connection with the election of one or more Directors elected exclusively by the holders of one or more classes or series of the Company's shares other than the Common Stock) shall require the prior written consent of (A) the Blackstone Designator, for so long as the Blackstone Investors Beneficially Own at least 7.5% of the aggregate outstanding Voting Securities and (B) the Sponsor Designator, for so long as the Sponsor Investors Beneficially Own at least 7.5% of the aggregate outstanding Voting Securities, in each case delivered in accordance with Section 5.13 hereof and (ii) in no event shall any decrease in the Total Number of Directors, in any instance, eliminate, abridge, or otherwise modify the right of (A) the Blackstone Designator to designate Blackstone Designees in accordance with Section 2.2(a), without the consent of the Blackstone Investors, or (B) the right of the Sponsor Designator to designate Sponsor Designees in accordance with Section 2.2(b), without the consent of the Sponsor Designator, in each case delivered in accordance with Section 5.13 hereof.

2.3 Compensation. Except to the extent any Investor Designator may otherwise notify the Company with respect to such Investor Designator's Investor Designees, each Investor Designee shall be entitled to compensation consistent with the Director compensation received by other Directors, including any fees and equity awards, provided, that (x) to the extent any Director compensation is payable in the form of equity awards, at the election of an Investor Designee that is an employee or affiliate (within the meaning of Rule 144 under the Securities Act) of an Investor, in lieu of any equity award, such compensation shall be paid in an amount of cash equal to the value of the equity award as of the date of the award, with any such cash subject to the same vesting terms, if any, as the equity awarded to other Directors and (y) at the election of an Investor Designee that is an employee or affiliate (within the meaning of Rule 144 under the Securities Act) of an Investor, any Director compensation (whether cash, equity awards and/or cash in lieu of equity as may be designated by the electing Investor Designee) shall be paid to an Investor or an Affiliate thereof specified by such Investor Designee rather than to such Investor Designee. If the Company adopts a policy that Directors own a minimum amount of equity in the Company, any Investor Designees that is an employee or affiliate of an Investor shall not be subject to such policy unless otherwise determined by the Investor Designator designating such Investor Designee in its sole discretion.

2.4 Other Rights of Investor Designees. Except as provided in Section 2.3, each Investor Designee serving on the Board shall be entitled to the same rights and privileges applicable to all other members of the Board generally or to which all such members of the Board are entitled. In furtherance of the foregoing, the Company shall, to the maximum extent permitted by applicable Law, indemnify, exculpate, and reimburse fees and expenses of the Investor Designees (including by entering into an indemnification agreement in a form substantially similar to the Company's form director indemnification agreement) and provide the Investor Designees with director and officer insurance to the same extent it indemnifies, exculpates, reimburses and provides insurance for the other members of the Board pursuant to the certificate of incorporation or bylaws of the Company, applicable Law or otherwise.

2.5 Director Independence. Notwithstanding anything to the contrary herein, the parties hereto shall ensure the composition of the Board will continue to meet all requirements for a company listed on the New York Stock Exchange (or such other stock exchange on which the Class A Common Stock may be listed from time to time), including with respect to director independence.

ARTICLE III.
INFORMATION; VCOC

3.1 Books and Records; Access. The Company shall, and shall cause its Subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its Subsidiaries in accordance with generally accepted accounting principles. The Company shall, and shall cause its Subsidiaries to, (a) permit the Investors and their respective designated representatives (or other designees), at reasonable times and upon reasonable prior notice to the Company, to review the books and records of the Company or any of such Subsidiaries and to discuss the affairs, finances and condition of the Company or any of such Subsidiaries with the officers of the Company or any such Subsidiary, (b) host regular conference calls for the Investors with senior officers of the Company upon request and (c) provide each Investor, at its request, all information of a type, at such times and in such manner as is consistent with the Company's past practice or that is otherwise reasonably requested by such Investors from time to time (all such information so furnished pursuant to this Section 3.1, the "Information"). Subject to Section 3.4, any Investor (and any party receiving Information from an Investor) who shall receive Information shall maintain the confidentiality of such Information. Notwithstanding the foregoing, that the Company shall not be required to disclose any privileged or Confidential Information of the Company so long as the Company has used commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to the Investors without the loss of any such privilege or otherwise as provided for in a confidentiality agreement between the parties.

3.2 Certain Reports.

(a) The Company shall deliver or cause to be delivered to each Investor, at its request:

(i) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries (including such periodic information packages provided to the Board); and

(ii) to the extent otherwise prepared by the Company, such other reports and information as may be reasonably requested by such Investor; *provided, however*, that in either case of clause (i) and (ii), the Company shall not be required to disclose any privileged or Confidential Information of the Company so long as the Company has used commercially reasonable efforts to enter into an arrangement pursuant to which it may provide such information to the Investors without the loss of any such privilege or otherwise as provided for in a confidentiality agreement between the parties.

3.3 VCOC.

(a) With respect to each Investor or Affiliate thereof that is intended to qualify its direct or indirect investment in the Company as a "venture capital investment" as defined in the Department of Labor regulations codified at 29 CFR Section 2510.3-101 (the "Plan Asset Regulation") (each, a "VCOC Investor"), for so long as the VCOC Investor, directly or through one or more Subsidiaries, continues to hold any Common Stock (or securities of Alight OpCo that may be convertible into or exchangeable for any such Common Stock or other securities of the Company or Alight OpCo into which such Common Stock or Alight OpCo Units may be converted or for which such Common Stock or Alight OpCo Units may be exchanged), without limitation or prejudice of any of the rights provided to the Investors hereunder, the Company shall, with respect to each such VCOC Investor:

(i) provide each VCOC Investor or its designated representative with:

(A) upon reasonable notice and at mutually convenient times, the right to visit and inspect any of the offices and properties of the Company and its Subsidiaries and inspect and copy the books and records of the Company and its Subsidiaries;

(B) as soon as available and in any event within 45 days after the end of each of the first three quarters of each fiscal year of the Company, consolidated balance sheets of the Company and its Subsidiaries as of the end of such period, and consolidated statements of income and cash flows of the Company and its Subsidiaries for the period then ended prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments;

(C) as soon as available and in any event within 120 days after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Subsidiaries as of the end of such year, and consolidated statements of income and cash flows of the Company and its Subsidiaries for the year then ended prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis, except as otherwise noted therein, together with an auditor's report thereon of a firm of established national reputation;

(D) to the extent the Company is required by applicable Law or pursuant to the terms of any outstanding indebtedness of the Company to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Section 13 or 15(d) of the Exchange Act, actually prepared by the Company as soon as available; and

(E) upon written request by the VCOC Investor, copies of all materials provided to the Board, subject to appropriate protections with respect to confidentiality and preservation of attorney-client privilege;

provided, that, in each case, if the Company makes the information described in clauses (B), (C) and (D) of this Section 3.3(a)(i) available through public filings on the EDGAR System or any successor or replacement system of the U.S. Securities and Exchange Commission, the requirement to deliver such information shall be deemed satisfied;

(ii) make appropriate officers and/or Directors of the Company available, and cause the officers and directors of its Subsidiaries to be made available, periodically and at such times as reasonably requested by each VCOC Investor, upon reasonable notice and at mutually convenient times, for consultation with such VCOC Investor or its designated representative with respect to matters relating to the business and affairs of the Company and its Subsidiaries;

(iii) to the extent that the VCOC Investor requests to receive such information and rights, and to the extent consistent with applicable Law or listing standards (and with respect to events which require public disclosure, only following the Company's public disclosure thereof through applicable securities law filings or otherwise), inform each VCOC Investor or its designated representative in advance with respect to any significant corporate actions, and to provide (or cause to be provided) each VCOC Investor or its designated representative with the right to consult with the Company and its Subsidiaries with respect to such actions should the VCOC Investor elect to do so; *provided, however*, that this right to consult must be exercised within five days after the Company informs the VCOC Investor of the proposed corporate action; *provided, further*, that the Company shall be under no obligation to provide the VCOC Investor with any material non-public information with respect to such corporate action; and

(iv) provide each VCOC Investor or its designated representative with such other rights of consultation which the VCOC Investor's counsel may determine in writing to be reasonably necessary under applicable legal authorities promulgated after the date hereof to qualify its investment in the Company as a "venture capital investment" for purposes of the Plan Asset Regulation; *provided* that the parties agree that any such rights of consultation shall be of a nature consistent with those granted above and nothing in this Agreement shall be deemed to require the Company to grant to the VCOC Investor any additional rights with respect to the governance or management of the Company.

(b) The Company agrees to consider, in good faith, the recommendations of each VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above in this Section 3.3, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Company.

(c) In the event a VCOC Investor or any of its Affiliates Transfers all or any portion of their investment in the Company to an Affiliated entity that is intended to qualify its investment in the Company as a "venture capital investment" (as defined in the Plan Asset Regulation), such Transferee shall be afforded the same rights with respect to the Company afforded to the VCOC Investor hereunder and shall be treated, for such purposes, as a third party beneficiary hereunder.

(d) In the event that the Company ceases to qualify as an "operating company" (as defined in the first sentence of 2510.3-101(c)(1) of the Plan Asset Regulation), or the investment in the Company by a VCOC Investor does not qualify as a "venture capital investment" as defined in the Plan Asset Regulation, then the Company and each Investor will cooperate in good faith and take all reasonable actions necessary, subject to applicable Law, to preserve the VCOC status of each VCOC Investor or the qualification of the investment as a "venture capital investment," it being understood that such reasonable actions shall not require a VCOC Investor to purchase or sell any investments.

(e) For so long as the VCOC Investor, directly or through one or more subsidiaries, continues to hold any Common Stock (or securities of Alight OpCo that may be convertible into or exchangeable for any such Common Stock or other securities of the Company or Alight OpCo into which such Common Stock or Alight OpCo Units may be converted or for which such Common Stock or Alight OpCo Units may be exchanged) and upon the written request of such VCOC Investor, without limitation or prejudice of any of the rights provided to the Investors hereunder, the Company shall, with respect to each such VCOC Investor, furnish and deliver a letter covering the matters set forth in Sections 3.3(a), 3.3(b), 3.3(c) and 3.3(d) hereof in a form and substance satisfactory to such VCOC Investor.

(f) In the event a VCOC Investor is an Affiliate of an Investor, as described in Section 3.3(a) above, such affiliated entity shall be afforded the same rights with respect to the Company and afforded to the Investor under this Section 3.3 and shall be treated, for such purposes, as a third party beneficiary hereunder.

(g) For so long as any Investor that is not a VCOC Investor is a party to this Agreement (subject to Section 5.1), each such Investor shall be provided, at its request, with the same access and information rights that are afforded to any VCOC Investor.

(h) Notwithstanding anything to the contrary set forth in this Agreement, the GIC Investors and PF Investors, and their respective Affiliates, shall not be provided access to the Company's or any of its Subsidiaries "Restricted Information" which includes (i) any specific direct or indirect contracts by the Company or any of its Subsidiaries with the Executive Office of the President or agencies of the United States government involved in the performance of national security (including homeland security) or intelligence functions, including but not limited to, any statements of work and any technical or other specifications related to such contracts received or used by the Company or any of its Subsidiaries, (ii) any "material non-public technical information" within the meaning of 31 C.F.R. § 800.232 of the Company or any of its Subsidiaries, or (iii) any "sensitive personal data" within the meaning of 31 C.F.R. § 800.241 in the Company's or any of its Subsidiaries' possession; provided that "Restricted Information" shall not include (x) customer and employee analytics provided on an aggregated, anonymized and de-identified basis only for so long as the provision of such analytics does not result in a violation of law, or otherwise require any filings with, any Governmental Authority or (y) summary information presented on an aggregated basis reporting on the financial performance of the Company or any of its Subsidiaries or the Company's or any its Subsidiaries' government or public sector business.

3.4 Confidentiality. Each Investor agrees that it will, and will direct its designated representatives to, keep confidential and not disclose any Confidential Information; *provided, however*, that such Investor and its designated representatives may disclose Confidential Information to the other Investors, to the Investor Designees and to (a) its Affiliates and its Affiliates' attorneys, accountants, consultants, insurers, financing sources and other advisors in connection with such Investor's investment in the Company, (b) any Person, including a prospective purchaser of Common Stock, as long as such Person has first agreed, in writing, to maintain the confidentiality of such Confidential Information, (c) any of such Investor's or its respective Affiliates' partners, members, equityholders, directors, officers, employees or agents who have the need to know such Confidential Information (the Persons referenced in clauses (a), (b) and (c), an Investor's "designated representatives") or (d) as the Company may otherwise consent in writing; *provided*, *further*, *however*, that each Investor agrees to be responsible for any breaches of this Section 3.4 by such Investor's designated representatives.

3.5 Information Sharing. Each party hereto acknowledges and agrees that Investor Designees may share any information concerning the Company and its Subsidiaries received by them from or on behalf of the Company or its designated representatives with each Investor and its designated representatives (subject to such Investor's obligation to maintain the confidentiality of Confidential Information in accordance with Section 3.4).

ARTICLE IV.
ADDITIONAL COVENANTS

4.1 Pledges or Transfers. Upon the request of any Investor that wishes to (x) pledge, charge, hypothecate or grant security interests in any or all of the shares of Common Stock or Alight OpCo Units held by it, including to banks or financial institutions as collateral or security for loans, advances or extensions of credit or (y) subject to Section 4.3, sell or transfer any or all of the shares of Common Stock or Alight OpCo Units held by it, including to a third party investor, the Company agrees, subject to applicable Law, to cooperate with such Investor in taking any action (and, to the extent necessary, shall cause Alight OpCo to take any action) reasonably necessary to consummate any such pledge, charge, hypothecation, grant or transfer, including without limitation, but subject to applicable Law, delivery of letter agreements to lenders in form and substance reasonably satisfactory to such lenders (which may include agreements by the Company in respect of the exercise of remedies by such lenders), instructing the transfer agent to transfer any such shares of Common Stock subject to the pledge, hypothecation or grant into the facilities of The Depository Trust Company without restricted legends and cooperating in diligence or other matters as may reasonably requested by any Investor in connection with a proposed transfer.

4.2 Spin-Offs or Split-Offs. In the event that the Company effects the separation of any portion of its business into one or more entities (each, a "NewCo"), whether existing or newly formed, including without limitation by way of spin-off, split-off, carve-out, demerger, recapitalization, reorganization or similar transaction, and any Investor will receive equity interests in any such NewCo as part of such separation, the Company shall cause any such NewCo to enter into a stockholders or investor rights agreement with the Investors that provides the Investors with rights vis-à-vis such NewCo that are substantially identical to those set forth in this Agreement.

4.3 Lock-Up; Vesting; Transfer Restrictions and Requirements.

(a) *Lock-Up*. For the period beginning on the Closing Date until the earlier of (i) 180 days thereafter or (ii) if the VWAP of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any twenty (20) Trading Days within a period of thirty (30) consecutive Trading Days, 60 days thereafter (such applicable period, the "Investor Lock-Up Period"), each Existing Investor agrees with the Company that it shall not, and shall cause any other holder of record of such Existing Investor's Covered Shares not to, Transfer any of such Existing Investor's Covered Shares; provided, that notwithstanding the foregoing the Existing Investors shall be permitted to Transfer, in the aggregate among all Existing Investors and in accordance with applicable Law (including applicable securities Laws), up to thirty (30) million shares of Class A Common Stock (including through the exchange of Class A Units for shares of Class A Common Stock) (such number of shares of Class A Common Stock, the "Unrestricted Shares") during the Investor Lock-Up Period. A Transfer of Unrestricted Shares may be initiated during the Investor Lock-Up Period only by a Blackstone Investor, in which case the other Existing Investors shall have the right to piggy-back on such Transfer in accordance with the provisions of Section 3 of the Registration Rights Agreement, applied *mutatis mutandis*. Notwithstanding the two immediately preceding sentences post-Closing Transfers of Covered Shares that are held by any of the Existing Investors or any of their respective Permitted Transferees (as defined below) that have entered into a written agreement contemplated by Section 4.3(d) are permitted, (i) to any investment fund or other entity controlled or managed by or under common control with such Existing Investor, (ii) to such Existing Investor's officers or directors or any Affiliates or family members of such Existing Investor's officers or directors, (iii) to any limited partners, members or stockholders of such Existing Investor or any Affiliates of such Existing Investor, or any employees of such Affiliates; (iv) in the case of an individual, by gift to a member of the individual's immediate family, or to a trust, the beneficiary of which is a member of the individual's immediate family, an Affiliate of such Person, or to a charitable organization; (v) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (vi) in the case of an individual, pursuant to a qualified domestic relations order; (vii) by virtue of the Laws of the jurisdiction of incorporation or formation of such Existing Investor, as applicable, or the organizational documents of such Existing Investor, as amended from time to time, upon dissolution of such Existing Investor; or (viii) in the event of the Company's completion of a liquidation, merger, consolidation, amalgamation, share exchange, reorganization or other similar transaction which results in the holders of all of the shares of Class A Common Stock having the right to exchange their shares for cash, securities or other property subsequent to the completion of the Equity Transactions, including the entry into an agreement in connection with such liquidation, merger, consolidation, amalgamation, share exchange, reorganization or other similar transaction (each Transferee contemplated by clauses (i) through (vi), each, a "Permitted Transferee").

(b) *Vesting*. Each Existing Investor and the Company agrees that, from and after the Closing, each share of Class B-1 Common Stock and Class B-2 Common Stock shall be unvested and restricted and that each such share shall vest automatically and cease to be subject to any restrictions hereunder as of immediately prior to the occurrence of a Class B-1 Conversion Event or Class B-2 Conversion Event, as applicable; provided that, during the Lock-Up Period, Section 4.3(a) hereof shall apply with respect to any shares of Class A Common Stock issued upon any such conversion event. Upon the occurrence of (i) a Class B-1 Conversion Event, each share of Class B-1 Common Stock shall automatically convert into one share of Company Class A Common Stock and the holder thereof shall be entitled to receive a Dividend Catch-Up Payment in respect thereof as provided in Section 4.3(D) of the Company Charter and (ii) a Class B-2 Conversion Event, each share of Class B-2 Common Stock shall automatically convert into one share of Company Class A Common Stock and the holder thereof shall be entitled to receive a Dividend Catch-Up Payment in respect thereof as provided in Section 4.3(D) of the Company Charter.

(c) *Forfeiture.* To the extent that, on or prior to the seventh (7th) anniversary of the Closing Date, (i) a Class B-1 Conversion Event shall not have occurred in accordance with the Company Charter, all outstanding shares of Class B-1 Common Stock that shall not have been converted into shares of Company Class A Common Stock shall automatically be forfeited and surrendered to the Company for no consideration and any dividends or distributions previously declared in respect of such shares and any Dividend Catch-Up Payments in respect thereof shall also be forfeited to the Company for no consideration, in accordance with Section 4.3(E) of the Company Charter or (ii) a Class B-2 Conversion Event shall not have occurred in accordance with the Company Charter, all outstanding shares of Class B-2 Common Stock that shall not have been converted into shares of Company Class A Common Stock shall automatically be forfeited and surrendered to the Company for no consideration and any dividends or distributions previously declared in respect of such shares and any Dividend Catch-Up Payments in respect thereof shall also be forfeited to the Company for no consideration, in accordance with Section 4.3(E) of the Company Charter. Following such forfeiture, such shares of Class B-1 Common Stock or Class B-2 Common Stock shall be canceled, no longer be outstanding and become void and of no further force and effect.

(d) *Parity*. The parties hereto agree that, if the lock-up provisions in Paragraph 6(b) of the Sponsor Agreement or the forfeiture or vesting provisions or transfer restrictions with respect to the Class B Common Stock in Paragraph 7 of the Sponsor Agreement, dated as of January 25, 2021, by and among Foley Trasimene Acquisition Corp., the Company, Alight OpCo, the Sponsors and the other parties that are signatories thereto, or in the Company Charter or with respect to the Class B Units in Article VII of the Alight OpCo LLC Agreement are modified in a manner that is favorable to the Sponsor Investors, the corresponding modifications shall automatically apply to this Section 4.3. Similarly, to the extent that the Company waives the lock-up provisions in Section 4.3(a) of this Agreement with respect to any Existing Investor, such waiver in connection with the lock-up provisions shall automatically apply to all other Existing Investors on a *pro rata* basis.

(e) *Transfer Restrictions*. Notwithstanding anything to the contrary herein, no shares of Class B Common Stock, or shares of Class V Common Stock shall be Transferable at any time other than to an Investor's Permitted Transferees. Without limiting the foregoing, shares of Class V Common Stock and Class A Units shall be Transferable solely to the extent that the same number of Class A Units or shares of Class V Common Stock, respectively, are Transferred to such Permitted Transferee.

(f) *Transfer Conditions*. As a condition to any Transfer to a Permitted Transferee permitted by this Section 4.3, each Transferee must enter into a written agreement with the Company agreeing to be bound by the provisions contained in this Section 4.3. Any Transfer in violation of the provisions of this Section 4.3 shall be null and void ab initio and of no force or effect.

(g) *Tax Treatment*. The parties hereto intend that, for U.S. federal and all applicable state and local income tax purposes, (i) a conversion of shares of Class B-1 Common Stock or Class B-2 Common Stock into Company Class A Common Stock upon the occurrence of a Class B-1 Conversion Event or Class B-2 Conversion Event, respectively, shall qualify as a "recapitalization" within the meaning of Section 368(a)(1)(E) of the Code, (ii) this Agreement be, and the parties hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g), and (iii) the amount of any dividends declared with respect to the shares of Class B-1 Common Stock or Class B-2 Common Stock not be reported as taxable income (on IRS Form 1099 or otherwise) to the holders thereof unless and until such dividends are paid in cash or in kind, as the case may be. The parties to this Agreement shall not take any position inconsistent with the intent set forth in this Section 4.3(g) except to the extent otherwise required by a law.

ARTICLE V.
GENERAL PROVISIONS

5.1 Termination. Subject to the early termination of any provision as a result of an amendment to this Agreement agreed to by the Board and the Investors, as provided under Section 5.3, and except for Section 3.3 and Section 4.3 hereof, this Agreement, excluding Article V hereof, shall terminate with respect to each Investor at such time as such Investor and its Affiliates collectively Beneficially Own less than 2.5% of the aggregate outstanding Voting Securities of the Company or such earlier time as such Investor shall deliver a written notice to the Company requesting that this Agreement terminate with respect to such Investor in accordance with Section 5.3(d). The VCOC Investors shall advise the Company when they collectively first cease to hold any Common Stock (or other securities of the Company into which such Common Stock or Alight OpCo Units may be converted or for which such Common Stock may be exchanged), whereupon Section 3.3 hereof shall terminate as to such VCOC Investor.

5.2 Notices. Any notice, designation, request, request for consent or consent provided for in this Agreement shall be in writing and shall be either personally delivered, sent by email or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other Person as set forth on Schedule A hereto or as the recipient party has specified by prior written notice to the sending party. Notices and other such documents will be deemed to have been given or made hereunder when delivered personally or sent by email and one (1) Business Day after deposit with a reputable overnight courier service.

If to the Company:

Alight, Inc.
4 Overlook Point
Lincolnshire, IL 60069
Attn: Paulette Dodson, General Counsel & Corporate Secretary
E-mail: paulette.dodson@alight.com

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Peter Martelli, P.C.; Lauren M. Colasacco, P.C.; Andrew Arons, P.C.
E-mail: peter.martelli@kirkland.com; lauren.colasacco@kirkland.com;
andrew.arons@kirkland.com

If to any of the Investors or any other Person who becomes party to this Agreement, to such Person's address as set forth on Schedule A hereto (as may be updated from time to time by the Company upon written notice thereof in accordance with this Section 5.2).

5.3 Amendment; Waiver. The terms and provisions of this Agreement may be modified or amended only with the written approval of the Company and Investors holding a majority of the Voting Securities then held by all Investors in the aggregate; *provided, however*, that any modification or amendment (i) to Section 2.1, Section 2.2 or this Section 5.3 shall also require the approval of the Blackstone Designator and the Sponsor Designator and (ii) that would adversely affect the rights of, or impose any additional obligations on, any of the Existing Investors or Sponsor Investors hereunder shall also require the approval of each of the affected Existing Investors or Sponsor Investors, as applicable.

(b) Except as expressly set forth in this Agreement, neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) No party shall be deemed to have waived any claim arising out of this Agreement, or any right, remedy, power or privilege under this Agreement, unless the waiver of such claim, right, remedy, power or privilege is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Each Investor, in such Investor's sole discretion, may withdraw from this Agreement at any time by written notice to the Company. Thereafter, such Investor shall cease to be a party to this Agreement, shall have no further rights or obligations hereunder and none of the terms or provisions hereof shall have any continuing force and effect with respect to such Investor; provided, that the following provisions shall survive any such withdrawal and shall continue to apply to the withdrawing Investor (and such Investor shall continue to be a party hereto with respect to the following provisions of this Agreement): (i) until the expiration of the Investor Lock-Up Period, the transfer restrictions and requirements set forth in Section 4.3 with respect to any Covered Shares held by such Investor and (ii) at all times that any shares of Class B Common Stock or Class V Common Stock are Beneficially Owned by such Investor, Section 4.3 (other than, following the expiration of the Investor Lock-Up Period, Section 4.3(a)), and in each case of clauses (i) and (ii), as it relates thereto, Article I and this Article V.

(e) Any party hereto may unilaterally waive any of its rights hereunder in a signed writing delivered to the Company.

5.4 Further Assurances. Subject to Section 10.01(f) of the Business Combination Agreement, the parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by applicable Law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, any Investor being deprived of the rights contemplated by this Agreement.

5.5 Assignment; Affiliated Transferees.

(a) The rights and obligations hereunder shall not be assignable without the prior written consent of the other parties hereto; *provided*, *however,* that, each of the Blackstone Investors and Sponsor Investors may, without the prior written consent of the Company or any other Person, assign its rights and obligations under Section 2.2 of this Agreement, in whole or in part, to any Transferee of Voting Securities held by such Blackstone Investor or Sponsor Investor so long as any right to designate Directors to the Board will not result in the Transferee receiving the right to designate more than one Director where such designation rights would result in the Transferee receiving the right to designate a percentage of the Total Number of Directors that is greater than the percentage of the aggregate outstanding Voting Securities held by such Transferee after giving effect to such Transfer, if not already a party to this Agreement, executes and delivers to the Company a joinder to this Agreement evidencing its agreement to become a party to and to be bound by all of the applicable provisions of this Agreement as a "Blackstone Investor" or "Sponsor Investor", as applicable, hereunder, and whereupon such Transferee shall also be deemed an "Investor" hereunder. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

(b) Any Affiliated Transferee of an Investor who acquires Beneficial Ownership of any Equity Securities must concurrently with becoming an equityholder execute and deliver to the Company a counterparty copy of this Agreement or a joinder hereto agreeing to be bound by the terms and conditions of this Agreement on the same terms as the applicable Investor.

5.6 Third Parties. Except as provided for in Article III with respect to any VCOC Investor that is an Affiliate of an Investor, this Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary hereto.

5.7 Governing Law. THIS AGREEMENT AND ITS ENFORCEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO THE MAKING OR PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY IN THAT STATE, WITHOUT REGARD TO ANY LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OR CHOICE OF LAW OR OTHERWISE.

5.8 Jurisdiction; Waiver of Jury Trial. Each party hereto hereby (i) agrees that any action, directly or indirectly, arising out of, under or relating to this Agreement shall exclusively be brought in and shall exclusively be heard and determined by the Delaware Court of Chancery or, if the Delaware Court of Chancery declines to accept jurisdiction, any federal court within the State of Delaware (and if both such courts decline to accept jurisdiction, any other state court located in the State of Delaware), and, in each case, any appellate court therefrom, and (ii) solely in connection with the action(s) contemplated by subsection (i) hereof, (A) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts identified in subsection (i) hereof, (B) irrevocably and unconditionally waives any objection to the laying of venue in any of the courts identified in clause (i) of this Section 5.8, (C) irrevocably and unconditionally waives and agrees not to plead or claim that any of the courts identified in such clause (i) is an inconvenient forum or does not have personal jurisdiction over any party hereto, (D) irrevocably and unconditionally agrees that it is not entitled to any immunity on the basis of sovereignty or otherwise (and waives and agrees not to claim any immunity or right to claim immunity from any such action or proceeding brought in any of the courts identified in clause (i) of this Section 5.8) and (E) agrees that mailing of process or other papers in connection with any such action in the manner provided in Section 5.2 hereof or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof. Notwithstanding clause (ii)(D) of this Section 5.8, neither the PF Investors nor the GIC Investors make any waiver of sovereign immunity hereby. Each of the PF Investors and the GIC Investors acknowledge and agree that, in connection with this Agreement, such Existing Investors act in a commercial capacity and not as part of the instrumentality of a government to achieve a public function. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

5.9 Specific Performance. Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to seek specific performance of this Agreement without the posting of a bond.

5.10 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or understandings with respect to the subject matter hereof or thereof. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

5.11 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law, and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

5.12 Table of Contents, Headings and Captions. The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

5.13 Grant of Consent. Any consent or approval of, or designation by, or any other action of, an Investor Designator (in its capacity as such) hereunder shall be effective if notice of such consent, approval, designation or action is provided to the Company in accordance with Section 5.2 hereof by the applicable Investor Designator as of the latest date any such notice is so provided to the Company.

5.14 Counterparts. This Agreement and any amendment hereto may be signed in any number of separate counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), each of which shall be deemed an original, but all of which taken together shall constitute one agreement (or amendment, as applicable). The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

5.15 Effectiveness. This Agreement shall become effective upon the Closing Date.

5.16 No Recourse. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, the transactions contemplated hereby or the subject matter hereof may only be made against the parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, equityholder, agent, attorney or representative of any party hereto or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, equityholder, agent, attorney or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

5.17 Obligations are Several. For the avoidance of doubt, Except as expressly provided in this Agreement, all obligations, representations, warranties, covenants and agreements of each party hereto contained in this Agreement are several and not joint.

5.18 Amendments to Organizational Documents. Following the Closing, each Investor agrees, and shall cause any of its Affiliated Transferees or other Person that is a holder of record of any of such Investor's Covered Shares, in each case in its capacity as a holder of Covered Shares, at any meeting of Company stockholders or members of Alight OpCo, as applicable, called for the purpose of, or in the event of any action proposed to be taken by written consent by the Company stockholders or Alight OpCo members, as applicable, with respect to, any waiver, amendment or modification to the terms of any series of Class B Common Stock or Class B Units contained in the Company Charter or the Alight OpCo LLC Agreement, as applicable, that are required to give effect to the provisions of Section 4.3(d) of this Agreement or Paragraph 6(d) of the Sponsor Agreement (as in effect as of the date hereof) or to provide for a proportionate waiver, modification or amendment of any transfer restriction or vesting condition with respect to such series of Class B Common Stock or Class B Units, as applicable, in accordance with such provisions, to vote or consent all Covered Shares then held by it that are entitled to vote on the proposal or waiver, amendment or modification in favor thereof and the Company shall and shall cause its Subsidiaries to take such actions as necessary to give effect to the provisions of Section 4.3(d) of this Agreement and Paragraph 6(d) of the Sponsor Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

ALIGHT, INC.

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

[*Signature Page to Investor Rights Agreement*]

BLACKSTONE INVESTORS:

BLACKSTONE CAPITAL PARTNERS VII NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS VII.2 NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VII-ESC NQ L.P.

By: BCP VII Side-by-Side GP NQ L.L.C., its general partner

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

[*Signature Page to Investor Rights Agreement*]

BCP VII SBS Holdings L.L.C.

By: Blackstone Side-by-Side Umbrella Partnership L.P., its managing member

By: Blackstone Side-by-Side Umbrella GP L.L.C., its general partner

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BTAS NQ HOLDINGS L.L.C.

By: BTAS Associates-NQ L.L.C., its managing member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

NEW MOUNTAIN PARTNERS INVESTORS:

NEW MOUNTAIN PARTNERS IV (AIV-E), L.P.

By: New Mountain Investments IV, L.L.C., its general partner

By: /s/ Adam B. Weinstein
Name: Adam B. Weinstein
Title: Authorized Person

NEW MOUNTAIN PARTNERS IV (AIV-E2), L.P.

By: New Mountain Investments IV, L.L.C., its general partner

By: /s/ Adam B. Weinstein
Name: Adam B. Weinstein
Title: Authorized Person

[*Signature Page to Investor Rights Agreement*]

SPONSOR INVESTORS:

CANNAE HOLDINGS LLC

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

TRASIMENE CAPITAL FT, LP

By: Trasimene Capital FT, LLC, its general partner

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

BILCAR FT, LP

By: Bilcar FT, LLC, its general partner

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

THL FTAC, LLC
By: THL Equity Advisors, VIII, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Thomas M. Hagerty
Name: Thomas M. Hagerty
Title: Director

GIC INVESTOR:

JASMINE VENTURES PTE. LTD.

By: /s/ Alexander S. Moskowitz
Name: Alexander S. Moskowitz
Title: Authorized Signatory

PF INVESTORS:

PLATINUM FALCON B 2018 RSC LIMITED

By: /s/ Mohamed Ahmed Darwish Alqubaisi
Name: Mohamed Ahmed Darwish Alqubaisi
Title: Director

By: /s/ Ahmed Ghubash
Name: Ahmed Ghubash
Title: Director

[*Signature Page to Investor Rights Agreement*]

BLACKSTONE CAPITAL PARTNERS VII (IPO) NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace

Name: Peter Wallace
Title: Senior Managing Director

[*Signature Page to Investor Rights Agreement*]

SCHEDULE A

Investor/Party Name	Address for service of notices
Blackstone Investors	The Blackstone Group Inc. 345 Park Avenue New York, New York 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com with a copy (which shall not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Peter Martelli, P.C.; Lauren Colasacco, P.C.; Andrew Arons, P.C. E-mail: peter.martelli@kirkland.com; lauren.colasacco@kirkland; andrew.arons@kirkland.com
Sponsor Investors	1701 Village Center Circle Las Vegas, NV 89134 Attention: Michael L. Gravelle Email: mgravelle@fnf.com with a copy (which shall not constitute notice) to: Weil, Gotshal & Manges LLP 767 Fifth Avenue, New York, NY 10153 Attention: Michael J. Aiello; Sachin Kohli Email: michael.aiello@weil.com; sachin.kohli@weil.com and (if to THL) with a copy to: Thomas H. Lee Partners, L.P. 100 Federal Street, 35th Floor Boston MA 02110 Attn: Ganesh Rao; Shari Wolkon email: GRao@THL.com; SWolkon@THL.com
GIC Investors	Jasmine Ventures Pte. Ltd. c/o GIC Special Investments Pte. Ltd. One Bush Street, Suite 1100 San Francisco, CA 94104 Attention: Alex Moskowitz Email: alexmoskowitz@gic.com.sg with a copy (which shall not constitute notice) to: Dechert LLP 1095 Avenue of the Americas New York, NY 10036 Attention: Mark E. Thierfelder; Jonathan C. Kim Email: mark.thierfelder@dechert.com; jonathan.kim@dechert.com

PF Investors	Platinum Falcon B 2018 RSC Limited Level 26, Al Khatem Tower Abu Dhabi Global Market Square Al Maryah Island PO Box 25642 United Arab Emirates Attention: The Directors Email: private.equity@adia.ae with a copy (which shall not constitute notice) to: Cleary Gottlieb Steen & Hamilton LLP Al Sila Tower Abu Dhabi Global Market Square Al Maryah Island Abu Dhabi United Arab Emirates Attention: Gamal Abouali Email: gabouali@cgsh.com
New Mountain Partners Investors	New Mountain Partners IV, L.P. 787 Seventh Avenue 49th Floor New York, New York 10019 Attention: Mathew J. Lori; Robert Mulcare Email: MLori@newmountaincapital.com RMulcare@newmountaincapital.com with a copy (which shall not constitute notice) to: Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 Attn: Patrick Naughton Email: pnaughton@stblaw.com

Exhibit 99.3

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into as of July 2, 2021 among Alight, Inc., a Delaware corporation (the "**Company**"), and the persons identified on Schedule A hereto (each such person, together with each Affiliate of such person that acquires Registrable Securities (as defined below) from such first Person other than pursuant to a registered offering or Rule 144 (but only for so long as such Affiliate holds Registrable Securities), and their respective successors and permitted assigns, an "**Investor**").

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**144 Coordination**" has the meaning set forth in Section 9(b).

"**Affiliate**" has the meaning ascribed thereto in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

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

"**Blackstone**" means the entities comprising (i) Blackstone Capital Partners VII NQ L.P., (ii) Blackstone Capital Partners VII.2 NQ L.P., (iii) BCP VII SBS HOLDINGS L.L.C., (iv) BTASA NQ Holdings L.L.C., (v) Blackstone Family Investment partnership VII - ESC NQ L.P., their respective Affiliates and the successors and permitted assigns and transferees of such entities and their respective Affiliates.

"**Block Trade**" means any non-marketed underwritten takedown offering taking the form of a bought deal or a block sale to a financial institution.

"**Board**" means the board of directors (or any successor governing body) of the Company.

"**Closing Date**" means the date of this Agreement.

"**Co-Investors**" means (i) each of Platinum Falcon B 2018 RSC Limited, Jasmine Ventures PTE. LTD., New Mountain Partners IV (AIV-E), L.P., New Mountain Partners IV (AIV-E2), L.P., each of the executives listed on the signature pages under the caption "Executives" or who executes a Joinder as an "Executive", (ii) with respect to each Person in clause (i), each Affiliate of such Person that acquires Registrable Securities from such first Person other than pursuant to a registered offering or Rule 144 (but only for so long as the Affiliate holds Registrable Securities); and (iii) the successors and permitted assigns and transferees of such Persons described in clauses (i) and (ii) (but only for so long as the Affiliate holds Registrable Securities).

"**Commission**" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"**Company**" has the meaning set forth in the preamble and includes the Company's successors by merger, amalgamation, acquisition, reorganization or otherwise.

"**Controlling Person**" has the meaning set forth in Section 5(g).

"**Coordination Committee**" means the Coordination Committee created by Blackstone and maintained for as long as this Agreement remains in effect. Blackstone and each Co-Investor shall designate one representative to participate on the Coordination Committee; provided that (i) a Co-Investor's designee shall be automatically removed (and not replaced) at such time as such Co-Investor ceases to hold more than 2% of the then outstanding Equity Securities; (ii) Blackstone's designee has a majority of the votes of the Coordinate Committee; and (iii) Blackstone shall determine, from time to time, the procedures which govern the conduct of the Coordination Committee and shall at all times ultimately control the actions and decisions of the Coordination Committee.

"**Coordination Period**" has the meaning set forth in Section 9(c).

"**Demand Registration**" has the meaning set forth in Section 2(c).

"**DTCDRS**" has the meaning set forth in Section 5(r).

"**Earn-Out Securities**" means the non-voting shares of Class B-1 and Class B-2 common stock, par value $0.0001 per share, of the Company.

"**Effectiveness Deadline**" has the meaning set forth in Section 2(b).

"**Equity Securities**" means (i) all of the issued shares of Class A common stock of the Company from time to time and all warrants to acquire any such shares, (ii) any shares of Class A common stock of the Company or other securities issued or issuable (without material condition) as a distribution with respect to, or in exchange for or in replacement of any of the foregoing shares or warrants or in exchange for or in replacement of other equity securities of the Company or its subsidiaries (including, without limitation, LLC Units, Earn-Out Securities, Restricted Founder Securities, any warrants or any shares issuable upon exercise of such warrants and any other shares issued or issuable with respect thereto) and (iii) any other securities issued or transferred in exchange for or upon conversion of any of the foregoing shares in clauses (i) and (ii) as a result of a share dividend or share split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event with respect to the Equity Securities.

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

"**Initial Registrable Securities**" has the meaning set forth in Section 5(a)(ii).

"**Initial Registrable Statement**" has the meaning set forth in Section 5(a)(ii).

"**Inspectors**" has the meaning set forth in Section 5(h).

"**Investor**" has the meaning set forth in the preamble.

"**LLC Agreement**" means that certain Amended and Restated Limited Liability Company Agreement of Opco, dated as of May 1, 2017, as amended from time to time.

"**LLC Units**" means Membership Interests (as defined in the LLC Agreement).

"**Long-Form Registration**" has the meaning set forth in Section 2(a).

"**New Registration Statement**" has the meaning set forth in Section 5(a)(ii).

"**Opco**" means Tempo Holding Company, LLC, a Delaware limited liability company.

"**Person**" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"**Piggyback Registration**" has the meaning set forth in Section 3(a).

"**Piggyback Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Registration Statement**" has the meaning set forth in Section 3(a).

"**Piggyback Shelf Takedown**" has the meaning set forth in Section 3(a).

"**Prospectus**" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Public Offering**" shall mean a public offering and sale of Equity Securities of the Company for cash, other than by the Company, pursuant to an effective registration statement under the Securities Act.

"**Records**" has the meaning set forth in Section 5(h).

"**Registrable Securities**" means (a) any Equity Securities beneficially owned or otherwise held directly or indirectly by any of the Investors, (b) any Equity Securities issued or issuable as a distribution with respect to, or in exchange for or in replacement of, any of the foregoing Equity Securities, including, without limitation, LLC Units, Earn-Out Securities and Restricted Founder Securities and (c) with respect to any Equity Securities described in subsections (a) and (b) by way of a share dividend or share split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Equity Securities (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) the Commission has declared a Registration Statement covering such securities effective and such securities have been disposed of pursuant to such effective Registration Statement, or (ii) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met.

"**Registration Date**" means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

"**Registration Statement**" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Supplements) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"**Related Group**" means, with respect to any 144 measurement period, all Co-Investors other than those (a) who have agreed to forego their full pro rata share of the Rule 144 group limit in accordance with the last sentence of Section 9(b)(i), (b) who have opted out of 144 Coordination pursuant to Section 9(b)(iii), or (c) who have been excluded from the provisions of Section 9(b) pursuant to the last sentence of Section 9(d), unless, in each case, such Person's sales of Registrable Securities are required to be aggregated with sales of Registrable Securities of all Co-Investors not described in clauses (a) through (c) for purposes of clauses (e)(1) or (2) of Rule 144.

"**Restricted Founder Securities**" means the non-voting shares of Class B-3 common stock, par value $0.0001 per share, of the Company.

"**Rule 144**" means Rule 144 under the Securities Act or any successor rule thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"**Selling Expenses**" means all underwriting discounts, selling commissions and share transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any holder of Registrable Securities, except for the fees and disbursements of counsel for the holders of Registrable Securities required to be paid by the Company pursuant to Section 6.

"**Shelf Registration**" has the meaning set forth in Section 2(c).

"**Shelf Registration Statement**" has the meaning set forth in Section 2(c).

"**Shelf Supplement**" has the meaning set forth in Section 2(d).

"**Shelf Takedown**" has the meaning set forth in Section 2(d).

"**Shelf Takedown Notice**" has the meaning set forth in Section 2(d).

"**Short-Form Registration**" has the meaning set forth in Section 2(c).

"**Target Filing Date**" has the meaning set forth in Section 2(c).

"**Transfer**" (including its correlative meanings, "**Transferor**", "**Transferee**" and "**Transferred**") shall mean, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security. When used as a noun, "**Transfer**" shall have such correlative meaning as the context may require.

2. Registration.

(a) To the extent that a Registration Statement filed pursuant to Section 2(b) or a Shelf Registration Statement is not available to effect the proposed transaction, each Investor (other than each Co-Investor who shall have the right to make such a request after the expiration of the Coordination Period) may request that the Company register under the Securities Act all or any portion of its Registrable Securities pursuant to a Registration Statement on Form F-1, S-1 or any successor form thereto with respect to an underwritten public offering of Registrable Securities (each, a "**Long-Form Registration**"). Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than 10 days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have 15 days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form F-1, S-1 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within 60 days after the date on which the initial request is given and shall use its best efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(b) The Company shall, as soon as practicable, but in any event within thirty (30) days after the Closing Date, file (or confidentially submit) a Registration Statement to permit the public resale of all the Registrable Securities held by the Investors from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this Section 2(b) and shall use its commercially reasonable efforts to cause the Registration Statement to be declared effective as soon as practicable after the filing thereof, but in no event later than the earlier of (i) the 75th day (or 135th day if the Commission notifies the Company that it will "review" the Registration Statement) following the Closing Date and (ii) the 5th business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "**Effectiveness Deadline**"). The Registration Statement filed with the Commission pursuant to this Section 2(b) shall be on Form F-3 or S-3, or if Form F-3 or S-3 is not then available to the Company, on Form F-1 or S-1 or such other form of registration statement as is then available to effect a registration for the sale or resale of such Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule or provision similar thereto adopted by the Commission, covering such Registrable Securities, and shall contain a Prospectus in such form as to permit any Investor to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor rule or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement. A Registration Statement filed pursuant to this Section 2(b) shall provide for the sale or resale pursuant to any method or combination of methods legally available to, and requested by, the Investors. The Company shall use its reasonable best efforts to cause a Registration Statement filed pursuant to Section 2(b) to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement or Shelf Registration Statement is continuously available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this Section 2(b), but in any event within one (1) business day of such date, the Company shall notify the Investors of the effectiveness of such Registration Statement. If, after the filing such Registration Statement, a holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such Registration Statement, the Company shall amend such Registration Statement to cover such additional Registrable Securities. The provisions of Section 2(d) shall apply *mutatis mutandis* to any resale of Registrable Securities pursuant to a registration statement filed pursuant to this Section 2(b).

(c) The Company shall use its best efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a Registration Statement on Form F-3, S-3 or any successor form thereto. As soon as practicable after the date hereof, but not later than the Target Filing Date, the Company shall (i) prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form F-3, S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Registration Statement**") that covers all Registrable Securities then outstanding for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Registration**") and (ii) use its best efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter. In addition, the Company shall use its best efforts to cause a Shelf Registration Statement filed pursuant to Section 2(c) to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Shelf Registration Statement is available or, if not available, that another Shelf Registration Statement (if the Company is eligible to file a Shelf Registration Statement) or other Registration Statement (if the Company is not so eligible) is continuously available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. For purposes hereof, "**Target Filing Date**" shall mean the date which is 30 days after the Company becomes qualified to register the offer and sale of securities under the Securities Act pursuant to a Shelf Registration Statement. If, after the filing of a Shelf Registration Statement, a holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such Shelf Registration, the Company shall amend such Shelf Registration Statement to cover such additional Registrable Securities. At such time as the Company shall have qualified for the use of a Registration Statement on Form F-3, S-3 or any successor form thereto, the holders of Registrable Securities (other than the Co-Investors who shall have the right to make such a request after the expiration of the Coordination Period) shall have the right to request an unlimited number of registrations under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form F-3, S-3 or any similar short-form Registration Statement (each, a "**Short-Form Registration**" and, collectively with each Long-Form Registration and Shelf Registration (as defined below), a "**Demand Registration**"). Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the Short-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than 10 days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have 15 days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form F-3, S-3 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Short-Form Registration within 30 days after the date on which the initial request is given and shall use its best efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(d) At any time that a Shelf Registration Statement is effective, if a holder of Registrable Securities covered by such Shelf Registration Statement delivers a notice to the Company (a "**Shelf Takedown Notice**") (other than a Co-Investor who shall have the right to deliver a Shelf Takedown Notice after the expiration of the Coordination Period) stating that the holder intends to effect an offering of all or part of its Registrable Securities included in such Shelf Registration Statement (a "**Shelf Takedown**") and the Company is eligible to use such Shelf Registration Statement for such Shelf Takedown, then the Company shall take all actions reasonably required, including amending or supplementing (a "**Shelf Supplement**") such Shelf Registration Statement, to enable such Registrable Securities to be offered and sold as contemplated by such Shelf Takedown Notice. Each Shelf Takedown Notice shall specify the number of Registrable Securities to be offered and sold under the Shelf Takedown. Upon receipt of a Shelf Takedown Notice, the Company shall promptly (but in no event later than five (5) business days, or, in the case of an underwritten overnight Block Trade, two (2) business days, following receipt thereof) deliver notice of such Shelf Takedown Notice to all other holders of Registrable Securities who shall then have ten (10) business days, or, in the case an underwritten overnight Block Trade, two (2) business days, from the date such notice is given to notify the Company in writing of their desire to be included in such Shelf Takedown. Each holder of Registrable Securities and the Company agrees to use its good faith efforts to provide advance notice as soon as reasonably practicable to the holders of Registrable Securities of such first holder's or the Company's intention to deliver a Shelf Takedown Notice; provided, however, that none of the holders or the Company shall be obligated hereby to provide any such advance notice and, if provided, such advance notice shall not be binding in any respect. The Company shall prepare and file with the Commission a Shelf Supplement as soon as practicable after the date on which it received the Shelf Takedown Notice and, if such Shelf Supplement is an amendment to such Shelf Registration Statement, shall use its best efforts to cause such Shelf Supplement to be declared effective by the Commission as soon as practicable thereafter.

(e) The Company shall not be obligated to effect any Long-Form Registration (x) within 90 days after the effective date of a previous Long-Form Registration or Shelf Takedown or a previous Piggyback Registration in which holders of Registrable Securities were permitted to register the offer and sale under the Securities Act, and actually sold, all of the shares of Registrable Securities requested to be included therein (y) or, except with respect to the Registration Statement required to be filed pursuant to Section 2(b), while a lock-up agreement pursuant to Section 4 or any other lock-up agreement relating to such holder's Registrable Securities is in effect and has not been waived with respect to any Investor. Notwithstanding anything otherwise to the contrary herein, the Company shall not be required to provide notice of any requested underwritten public offering to any holders of Registrable Securities whose shares are subject to any applicable lock-up arrangements at the time of such request, and any such holders shall not have the right to receive information on or participate in any such underwritten public offering.

The Company may postpone for up to 60 days the filing or effectiveness of a Registration Statement for a Demand Registration or the filing of a Shelf Supplement for a Shelf Takedown if the Board determines in its reasonable good faith judgment that such Demand Registration or Shelf Takedown would (i) materially interfere with a significant acquisition, corporate reorganization, financing, securities offering or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act. The Company may delay a Demand Registration or Shelf Takedown pursuant to the immediately preceding sentence only once in any period of 12 consecutive months.

(f) If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to Section 2(a), Section 2(b), Section 2(c) or Section 2(d), and the Company shall include such information in its notice to the other holders of Registrable Securities. The holders of a majority of the Registrable Securities initially requesting the Demand Registration or Shelf Takedown shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

(g) The Company shall not include in any Demand Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Registrable Securities included in such Demand Registration or Shelf Takedown, which consent shall not be unreasonably withheld or delayed. If a Demand Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Demand Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in the Demand Registration or Shelf Takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such underwritten offering and/or the number of Equity Securities proposed to be included in such Demand Registration or Shelf Takedown would adversely affect the price per share of the Equity Securities proposed to be sold in such underwritten offering, the Company shall include in such Demand Registration or Shelf Takedown (i) first, the Equity Securities that the holders of Registrable Securities propose to sell (pro rata based on the number of Registrable Securities held by such holders at the time the cutback is made), and (ii) second, the Equity Securities proposed to be included therein by any other Persons (including Equity Securities to be sold for the account of the Company and/or other holders of Equity Securities) (pro rata based on the number of Registrable Securities held by such holders at the time the cutback is made). If the managing underwriter determines that less than all of the Registrable Securities proposed to be sold can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder.

3. Piggyback Registration.

(a) Whenever the Company proposes to offer or sell any Equity Securities pursuant to a registered offering under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee share plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form F-4, S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more shareholders of the Company and the form of Registration Statement (a "**Piggyback Registration Statement**") to be used may be used for any registration of Registrable Securities (a "**Piggyback Registration**"), the Company shall give prompt written notice (in any event no later than ten (10) business days prior to either the filing of such Registration Statement or, with respect to a Piggyback Shelf Takedown, the filing of a prospectus supplement to the applicable Piggyback Shelf Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 3(b) and Section 3(c), shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within five (5) business days after the Company's notice has been given to each such holder. The Company agrees to use its good faith efforts to provide advance notice as soon as reasonably practicable to the holders of Registrable Securities of its intention to effect a Piggyback Registration; provided, however, that the Company shall not be obligated hereby to provide any such advance notice and, if provided, such advance notice shall not be binding in any respect. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 2. If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have registered the offer and sale of Registrable Securities is a Registration Statement on Form F-3, S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Piggyback Shelf Registration Statement**"), such holder(s) shall have the right to be notified of and to participate (it being specified that it shall not be obligated to participate) in any offering under such Piggyback Shelf Registration Statement (a "**Piggyback Shelf Takedown**").

(b) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in such registration or takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such offering and/or that the number of Equity Securities proposed to be included in any such registration or takedown would adversely affect the price per share of the Equity Securities to be sold in such offering, the Company shall include in such registration or takedown (i) first, the Equity Securities that the Company proposes to sell; (ii) second, the Equity Securities requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree; and (iii) third, the Equity Securities requested to be included therein by holders of Equity Securities other than holders of Registrable Securities, allocated among such holders in such manner as they may agree.

(c) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Equity Securities other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in such registration or takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such offering and/or that the number of Equity Securities proposed to be included in any such registration or takedown would adversely affect the price per share of the Equity Securities to be sold in such offering, the Company shall include in such registration or takedown (i) first, the Equity Securities requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Equity Securities other than the Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree; and (ii) second, the Equity Securities requested to be included therein by other holders of Equity Securities, allocated among such holders in such manner as they may agree.

(d) If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall, subject to the prior written consent of the holders of a majority of the Registrable Securities included in such Piggyback Registration or Piggyback Shelf Takedown, which consent shall not be unreasonably withheld or delayed, select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

4. Lock-up Agreement. In connection with any registered offering of the Equity Securities or other equity securities of the Company, and upon the request of the managing underwriter in such offering, each holder of Registrable Securities agrees to execute a customary lock-up agreement; provided, that each such holder shall sign a lock-up agreement that contains restrictions that are no more restrictive than the restrictions contained in the lock-up agreements executed by any other holder of Registrable Securities participating in such offering. The Company shall cause its executive officers and its directors, which directors are selling Equity Securities in such offering (as applicable), and shall use reasonable best efforts to cause other holders of Equity Securities who beneficially own (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement) 10% or more of the then outstanding Equity Securities and holders of any of the Registrable Securities participating in such offering, to enter into lock-up agreements that contain restrictions that are no less restrictive than the restrictions contained in the lock-up agreements executed by the holders of Registrable Securities. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Notwithstanding anything to the contrary contained in this Section 4, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 4 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of greater than 10% of the outstanding Equity Securities. Notwithstanding the foregoing, no Investor shall be subject to such lock-up arrangements so long as such Investor holds less than 1% of the Equity Securities.

5. Registration Procedures. If and whenever the holders of Registrable Securities request that the offer and sale of any Registrable Securities be registered under the Securities Act or any Registrable Securities be distributed in a Shelf Takedown pursuant to the provisions of this Agreement, the Company shall use its best efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as practicable and as applicable:

(a) subject to Section 2(a), Section 2(b), Section 2(c) and Section 2(d), (i) prepare and file with the Commission a Registration Statement covering such Registrable Securities and use its best efforts to cause such Registration Statement to be declared effective; and (ii) if (A) the Company has filed a Registration Statement (the "**Initial Registration Statement**") with the Commission that covers Registrable Securities (the "**Initial Registrable Securities**"), (B) pursuant to Rule 415(a)(5) under the Securities Act or any successor rule thereto, the Initial Registration Statement may no longer be used for offers and sales of any of the Initial Registrable Securities, and (C) any of the Initial Registrable Securities are Registrable Securities at the time that (B) above occurs, the Company shall prepare and file with the Commission within the time limits required by Rule 415 under the Securities Act or any successor rule thereto a new Registration Statement covering any Initial Registrable Securities that have not ceased to be Registrable Securities for an offering to be made on a delayed on continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**New Registration Statement**") and shall use its best efforts to cause such New Registration Statement to be declared effective by the Commission as soon as practicable thereafter;

(b) (i) in the case of a Long-Form Registration or a Short-Form Registration, prepare and file with the Commission such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than 180 days, or if earlier, until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement; and (ii) in the case of a Shelf-Registration, prepare and file with the Commission such amendments, post-effective amendments and supplements, including Shelf Supplements, to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities subject thereto for a period ending on the earlier of (i) 36 months after the effective date of such Registration Statement and (ii) the date on which all the Registrable Securities subject thereto have been sold pursuant to such Registration Statement;

(c) within a reasonable time before filing such Registration Statement, Prospectus or amendments or supplements thereto with the Commission, furnish to one counsel selected by holders of a majority of such Registrable Securities copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel;

(d) notify each selling holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement, including a Shelf Supplement, to any Prospectus forming a part of such Registration Statement has been filed with the Commission;

(e) furnish to each selling holder of Registrable Securities such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto, including a Shelf Supplement (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such seller may request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(f) use its best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling holder requests and do any and all other acts and things which may be necessary or advisable to enable such holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 5(f);

(g) notify each selling holder of such Registrable Securities, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact or omit any fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such holder, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) make available for inspection by any selling holder of Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such holder or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**"), and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement;

(i) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(j) use its best efforts to cause such Registrable Securities to be listed on each securities exchange on which the Equity Securities is then listed or, if the Equity Securities is not then listed, on a national securities exchange selected by the holders of a majority of such Registrable Securities;

(k) in connection with an underwritten offering, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the holders of such Registrable Securities or the managing underwriter of such offering request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities));

(l) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its shareholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) no later than 30 days after the end of the 12-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 20-F, 6-K, 10-K, 10-Q and 8-K, as applicable, under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto; and

(m) furnish to each selling holder of Registrable Securities and each underwriter, if any, with (i) a written legal opinion of the Company's outside counsel, dated the closing date of the offering, in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings; and (ii) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the applicable Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings;

(n) without limiting Section 5(f), use its best efforts to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Securities to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(o) notify the holders of Registrable Securities promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(p) advise the holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued;

(q) permit any holder of Registrable Securities which holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (a "**Controlling Person**") of the Company, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included;

(r) cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of Equity Securities and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of The Depository Trust Company's Direct Registration System (the "**DTCDRS**");

(s) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of the DTCDRS;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable; and

(u) otherwise use its best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

6. Expenses. All expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all (i) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (ii) underwriting expenses (other than fees, commissions or discounts); (iii) expenses of any audits incident to or required by any such registration; (iv) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (v) printing expenses; (vi) messenger, telephone and delivery expenses; (vii) fees and expenses of the Company's counsel and accountants; (viii) Financial Industry Regulatory Authority, Inc. filing fees (if any); and (ix) fees and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by the holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

7. Indemnification.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, shareholders and Affiliates, each underwriter, broker or any other Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder; provided, that the obligation to indemnify shall be several, not joint and several, for each holder and shall not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement. This indemnity shall be in addition to any liability the selling holder may otherwise have.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 7, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar federal or state securities laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any customary underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's ownership of its Equity Securities to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 7.

9. Rule 144 Compliance; Permitted Public Transfers.

(a) With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration, the Company shall:

(i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(ii) use best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(iii) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may request in connection with the sale of Registrable Securities without registration.

(b) Prior to the expiration of the Coordination Period, no Co-Investor shall Transfer any or all of its Registrable Securities pursuant to Rule 144 or a Block Trade, in each case other than in compliance with this Section 9(b) hereof. Prior to the expiration of the Coordination Period, Blackstone may require the Co-Investors to make reasonable efforts to coordinate their efforts to Transfer Registrable Securities pursuant to Rule 144 ("**144 Coordination**") or to discontinue such requirement. As of the date of this Agreement, 144 Coordination shall be required until the earlier of (x) the expiration of the Coordination Period and (y) such time as Blackstone provides a subsequent notice to the Co-Investors that such coordination is discontinued. Blackstone may reinstitute and discontinue 144 Coordination from time to time during the Coordination Period by providing notice to the Co-Investors.

(i) For so long as 144 Coordination is in effect, each Co-Investor shall promptly notify the Coordination Committee when it wishes to sell Registrable Securities under Rule 144; provided that for any given measurement period for purposes of the Rule 144 group volume limit, no Co-Investor shall be permitted to effect Transfers of Registrable Securities in excess of their pro rata share (based on its percentage ownership of Registrable Securities held by all Co-Investors at the applicable time) of all Registrable Securities that may be Transferred by members of the Related Group during the applicable measurement period based on its percentage ownership of Registrable Securities held by all Co-Investors at the start of such measurement period. In the event any Co-Investor agrees to forego its full pro rata share of the Rule 144 group volume limit by written notice to the Coordination Committee, the remainder shall be re-allocated pro rata among the other Co-Investors in like manner (except that the Registrable Securities held by such forfeiting Co-Investor at the start of such measurement period shall be excluded from such calculation).

(ii) The provisions of this Section 9(b) shall not apply to any Transfer of Registrable Securities (i) in a Public Offering, (ii) to an Affiliate in a transaction that does not rely on Rule 144 or (iii) at any time with respect to which 144 Coordination is not effective.

(iii) Notwithstanding the foregoing, a Co-Investor may opt out of 144 Coordination with respect to any period of time if such Co-Investor delivers a notice to the Coordination Committee irrevocably committing not to Transfer Registrable Securities pursuant to Rule 144 during such period.

(c) The restrictions set forth Section 9(b) shall terminate with respect to any Registrable Securities on the earlier of (a) the third anniversary of the date of this Agreement and (b) with respect to each Co-Investor, such time as such Co-Investor owns less than 2% of the then outstanding Equity Securities (the "Coordination Period"). Blackstone, in its sole discretion, may elect to exclude any Co-Investor from the restrictions set forth in Section 9(b) at any time during the Coordination Period.

(d) No Co-Investor shall Transfer Registrable Securities in a transaction that would violate a lock-up agreement entered into pursuant thereto but for the fact that such Co-Investor has been granted permission to make such Transfer or has been released from such restriction or such lock-up agreement unless each Co-Investor is granted similar permission or has been similarly released.

10. Preservation of Rights. The Company shall not (a) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder, or (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement.

11. Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding, and shall be of no further force or effect with respect to any party when such party no longer holds Registrable Securities; provided, that the provisions of Section 6 and Section 7 shall survive any such termination.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier or, in the case of a recipient located outside the United States, an internationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid (provided that notice may not be given to Platinum Falcon pursuant to clause (d)) . Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12).

If to the Company:

Alight, Inc.
4 Overlook Point
Lincolnshire, IL 60069
Attn: Paulette Dodson, General Counsel & Corporate Secretary
E-mail: paulette.dodson@alight.com

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Peter Martelli, P.C.; Lauren M. Colasacco, P.C.; Andrew Arons, P.C.
E-mail: peter.martelli@kirkland.com; lauren.colasacco@kirkland.com;
andrew.arons@kirkland.com

If to any Investor, to such Investor's address as set forth on Schedule A hereto.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

14. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Investor may assign its rights hereunder to any purchaser or transferee of Registrable Securities; provided, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Investor whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally included in the definition of an Investor herein and had originally been a party hereto.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; provided, however, the parties hereto hereby acknowledge that the Persons set forth in Section 7 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 7.

16. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

17. Amendment, Modification and Waiver. The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and the holders of a majority of the Registrable Securities; provided, that any amendment or waiver that would materially adversely impact the rights of any Investor under this agreement in a manner different from the other Investors shall require the written consent of such Investor. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Remedies. Each holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

20. Governing Law; Submission to Jurisdiction. This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of New York.

The parties irrevocably agree that the state and federal courts located in the State of New York shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

For the purposes of this Section 20, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Agreement or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

21. No Inconsistent Agreements. The Company will not, on or after the date of this Agreement, enter into any agreement with respect to its securities that is inconsistent with the rights granted under or otherwise conflicts with the provisions of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts (including by means of a telecopied signature pages or electronic transmission in portable document format (pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

23. Further Assurances. Subject to Section 10.01(f) of the Business Combination Agreement dated January 25, 2021, each of the parties to this Agreement shall, and shall cause their Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

[*Signature page follows*.]

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

COMPANY:

ALIGHT, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

[Signature page to Registration Rights Agreement]

INVESTORS:

CANNAE HOLDINGS, LLC

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

TRASIMENE CAPITAL FT, LP

By: Trasimene Capital FT, LLC, its General Partner

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

BILCAR FT, LP,

By: BILCAR FT, LLC, its general partner

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: General Counsel and Corporate Secretary

THL FTAC, LLC
By: THL Equity Advisors, VIII, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

/s/ Thomas M. Hagerty
Name: Thomas M. Hagerty
Title: Director

[Signature page to Registration Rights Agreement]

BLACKSTONE CAPITAL PARTNERS VII NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS VII.2 NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BCP VII SBS HOLDINGS L.L.C.

Blackstone Side-by-Side Umbrella Partnership L.P., its sole member

Blackstone Side-by-Side Umbrella GP L.L.C., its general partner

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BTAS NQ HOLDINGS L.L.C.

By: BTAS Associates-NQ L.L.C.
Its: Managing Member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VII - ESC NQ L.P.

By: Blackstone VII Side-by-Side GP NQ L.L.C., its: general partner

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

PLATINUM FALCON B 2018 RSC LIMITED

By: /s/ Mohamed Ahmed Darwish Alqubaisi
Name: Mohamed Ahmed Darwish Alqubaisi
Title: Director

By: /s/ Ahmed Ghubash
Name: Ahmed Ghubash
Title: Director

JASMINE VENTURES PTE. LTD.

By: /s/ Alexander S. Moskowitz
Name: Alexander S. Moskowitz
Title: Authorized Signatory

NEW MOUNTAIN PARTNERS IV (AIV-E), L.P.

By: New Mountain Investments IV, L.L.C., its general partner

/s/ Adam B. Weinstein

Name: Adam B. Weinstein
Title: Authorized Person

NEW MOUNTAIN PARTNERS IV (AIV-E2), L.P.

By: New Mountain Investments IV, L.L.C., its general partner

/s/ Adam B. Weinstein

Name: Adam B. Weinstein
Title: Authorized Person

BLACKSTONE CAPITAL PARTNERS VII (IPO) NQ L.P.

By: Blackstone Management Associates VII NQ L.L.C., its general partner

By: BMA VII NQ L.L.C., its sole member

By: /s/ Peter Wallace
Name: Peter Wallace
Title: Senior Managing Director

[Signature Page to Investors Rights Agreement]

SCHEDULE A

Investors

Name	Address for service of notices
Cannae Holdings, LLC	Cannae Holdings, LLC 1701 Village Center Circle Las Vegas, NV 89134 Attn: Michael L. Gravelle, General Counsel E-mail: mgravelle@fnf.com with a copy (which shall not constitute notice) to: Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: Michael J. Aiello; Sachin Kohli E-mail: michael.aiello@weil.com sachin.kohli@weil.com
THL FTAC LLC	Thomas H. Lee Partners, L.P. 100 Federal Street, 35th Floor Boston MA 02110 Attn: Ganesh Rao; Shari Wolkon email: GRao@THL.com; SWolkon@THL.com with a copy (which shall not constitute notice) to: Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: Michael J. Aiello; Sachin Kohli E-mail: michael.aiello@weil.com sachin.kohli@weil.com
Bilcar FT, LP	Bilcar FT, LP 1701 Village Center Circle Las Vegas, NV 89134 Attn: Michael L. Gravelle, General Counsel E-mail: mgravelle@fnf.com with a copy (which shall not constitute notice) to: Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: Michael J. Aiello; Sachin Kohli E-mail: michael.aiello@weil.com sachin.kohli@weil.com

Name	Address for service of notices
Trasimene Capital FT, LP	Trasimene Capital FT, LP. 1701 Village Center Circle Las Vegas, NV 89134 Attn: Michael L. Gravelle, General Counsel E-mail: mgravelle@fnf.com with a copy (which shall not constitute notice) to: Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Attn: Michael J. Aiello; Sachin Kohli E-mail: michael.aiello@weil.com sachin.kohli@weil.com
Blackstone Capital Partners VII NQ L.P.	The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com With an additional copy (not constituting notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua N. Korff P.C.; Michael Kim P.C. Email: Joshua. Korff@kirkland.com Michael.Kim@kirkland.com
Blackstone Capital Partners VII.2 NQ L.P.	The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com With an additional copy (not constituting notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua N. Korff P.C.; Michael Kim P.C. Email: Joshua. Korff@kirkland.com Michael. Kim@kirkland.com

Name	Address for service of notices
BCP VII SBS Holdings L.L.C.	The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com With an additional copy (not constituting notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua N. Korff P.C.; Michael Kim Email: Joshua.korff@kirkland.com Michael.kim@kirkland.com
BTAS NQ Holdings L.L.C.	The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com With an additional copy (not constituting notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua N. Korff P.C.; Michael Kim, P.C. Email: Joshua.korff@kirkland.com Michael.kim@kirkland.com
Blackstone Family Investment Partnership VII - ESC NQ L.P.	The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Attention: Peter Wallace; David Kestnbaum Email: Wallace@blackstone.com David.Kestnbaum@blackstone.com With an additional copy (not constituting notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Joshua N. Korff P.C.; Michael Kim, P.C. Email: Joshua. Korff@kirkland.com Michael. Kim@kirkland.com

Name	Address for service of notices
New Mountain Partners IV (AIV-E), L.P.	787 Seventh Avenue 49th Floor New York, New York 10019 Attention: Matthew Lori; Robert Mulcare Email: MLori@newmountaincapital.com RMulcare@newmountaincapital.com With an additional copy (not constituting notice) to: Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 Attn: Patrick Naughton Email: pnaughton@stblaw.com
Platinum Falcon B 2018 RSC Limited	Level 26, Al Khatem Tower Abu Dhabi Global Market Square Al Maryah Island PO Box 25642 Attention: The Directors Email: private.equity@adia.ae Faris.Cassim@adia.ae Sebastian.Sampl@adia.ae With an additional copy (not constituting notice) to: Cleary Gottlieb Steen & Hamilton LLP Al Sila Tower Abu Dhabi Global Market Square Al Maryah Island Abu Dhabi United Arab Emirates Attention: Gamal Abouali Email: gabouali@cgsh.com
New Mountain Partners IV (AIV-E2), L.P.	787 Seventh Avenue 49th Floor New York, New York 10019 Attention: Matthew Lori; Robert Mulcare Email: MLori@newmountaincapital.com RMulcare@newmountaincapital.com With an additional copy (not constituting notice) to: Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 Attn: Patrick Naughton Email: pnaughton@stblaw.com
Jasmine Ventures PTE. LTD.	Jasmine Ventures Pte. Ltd c/o GIC Special Investments Pte. Ltd. One Bush Street, Suite 1100 San Francisco, CA 94104 Attention: Alex Moskowitz Email: alexmoskowitz@gic.com.sg

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

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Mark E. Thierfelder; Jonathan C. Kim
Email: mark.thierfelder@dechert.com; jonathan.kim@dechert.com