

SECURITIES AND EXCHANGE COMMISSION

FORM 425

Filing under Securities Act Rule 425 of certain prospectuses and communications in connection with business combination transactions

Filing Date: **2023-09-18**
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SUBJECT COMPANY

Inception Growth Acquisition Ltd

CIK: **1866838** | IRS No.: **862648456** | Fiscal Year End: **1231**
Type: **425** | Act: **34** | File No.: **001-41134** | Film No.: **231261164**
SIC: **6770** Blank checks

Mailing Address

875 WASHINGTON STREET
NEW YORK NY 10014

Business Address

875 WASHINGTON STREET
NEW YORK NY 10014
315-636-6638

FILED BY

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 12, 2023

INCEPTION GROWTH ACQUISITION LIMITED
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41134
(Commission File Number)

86-2648456
(IRS. Employer
Identification No.)

875 Washington Street
New York, NY 10014
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (315) 636-6638

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

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

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of common stock, \$0.0001 par value, one-half (1/2) of one redeemable warrant and one right entitling the holder to receive one-tenth of a share of common stock	IGTAU	The Nasdaq Stock Market LLC
Common Stock, par value \$0.0001 per share	IGTA	The Nasdaq Stock Market LLC
Redeemable warrants, each exercisable for one share of common stock at an exercise price of \$11.50	IGTAW	The Nasdaq Stock Market LLC
Rights, each to receive one-tenth of one share of common stock	IGTAR	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

This section describes the material provisions of the Business Combination Agreement (as defined below) and certain related documents but does not purport to describe all of the terms thereof. Stockholders, warrant holders and other interested parties of Inception Growth Acquisition Limited, a Delaware corporation (“IGTA”) and AgileAlgo Holdings Ltd., a British Virgin Islands company (“AgileAlgo” or the “Company”) are urged to read such agreement in its entirety. The following summary is qualified in its entirety by reference to the complete text of the following agreements, copies of which (or forms of which) are attached as exhibits hereto. Unless otherwise defined herein, the capitalized terms used below are defined in the Business Combination Agreement.

BUSINESS COMBINATION AGREEMENT

General Description of the Business Combination Agreement

On September 12, 2023, IGTA entered into that certain Business Combination Agreement with IGTA Merger Sub Limited, a British Virgin Islands company and wholly owned subsidiary of IGTA (such company before the Redomestication Merger (as defined below) is sometimes referred to as the “**Purchaser**” and upon and following the Redomestication Merger is hereinafter sometimes referred to as “**PubCo**”), AgileAlgo Holdings Ltd., a British Virgin Islands company (“**AgileAlgo**” or the “**Company**”), and certain shareholders of AgileAlgo (the “**Signing Sellers**”, who together own approximately 88.3% of AgileAlgo’s issued and outstanding shares), and which agreement may also be thereafter executed by each of the other shareholders of AgileAlgo (such shareholders who become party to such agreement, the “**Joining Sellers**”, and together with the Signing Sellers, the “**Sellers**”) in one or more joinder agreements thereto (such Business Combination Agreement together with any such joinder agreements, as they may be amended from time to time, the “**Business Combination Agreement**”), which provides for a business combination between IGTA and AgileAlgo.

Pursuant to the Business Combination Agreement, the proposed business combination will be effected in two steps: (i) subject to the approval and adoption of the Business Combination Agreement by the stockholders of IGTA, IGTA will merge with and into Purchaser, with Purchaser as the PubCo remaining as the surviving publicly traded entity (the “**Redomestication Merger**”); and (ii) immediately after the Redomestication Merger (and related name change as noted below and amendments to Purchaser’s organizational documents), the Sellers will exchange their ordinary shares of AgileAlgo for ordinary shares of PubCo (“**PubCo Ordinary Shares**”), which will result in AgileAlgo becoming a subsidiary of PubCo (such exchange, the “**Share Exchange**” and together with the Redomestication and the other transactions contemplated by the Business Combination Agreement, the “**Business Combination**”). In the Redomestication Merger, each outstanding security of IGTA will convert into an equivalent security of PubCo on a one-for-one basis.

Following the Business Combination, PubCo will be a publicly traded company renamed as “Prodigy, Inc.”

Consideration

The number of PubCo Ordinary Shares to be delivered by PubCo to the Sellers at the Closing (the “**Exchange Consideration Shares**”) is based on an aggregate pre-money equity value for 100% of AgileAlgo’s issued and outstanding ordinary shares of One Hundred Sixty Million U.S. Dollars (\$160,000,000), with each PubCo Ordinary Share valued at \$10.00 (which would be sixteen million (16,000,000) shares if 100% of the Company shareholders become Sellers under the Business Combination Agreement).

Twelve and one-half percent (12.5%) of the Exchange Consideration Shares otherwise to be delivered to the Sellers at the Closing (which would be two million (2,000,000) shares valued at Twenty Million U.S. Dollars (\$20,000,000) if 100% of the Company shareholders become Sellers under the Business Combination Agreement) (together with earnings thereon, the “**Earnout Shares**”) will be set aside in

escrow and held by a third-party escrow agent at the closing of the Business Combination (the “**Closing**”), subject to vesting and forfeiture if the consolidated gross revenues of PubCo and its subsidiaries during the three (3) fiscal quarter period beginning on October 1, 2024 (the “**Revenues**”) do not equal or exceed Fifteen Million U.S. Dollars (\$15,000,000), based on a sliding scale where all of such Earnout Shares will be forfeited by the Sellers if the Revenues do not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000). PubCo will cancel any Earnout Shares that are forfeited by the Sellers. The Sellers will have all voting rights in respect to the Earnout Shares while they are held in escrow, but dividend, distributions and other earnings on the Earnout Shares while the Earnout Shares are held in escrow will be retained in the escrow account and distributed either to the Sellers or PubCo along with the underlying Earnout Shares.

Representations and Warranties

In the Business Combination Agreement, AgileAlgo makes certain representations and warranties (with certain exceptions set forth in the disclosure schedules to the Business Combination Agreement) relating to, among other things: (1) corporate existence and power of AgileAlgo and its subsidiaries (together, the “**Company Group**”) and similar corporate matters; (2) authorization, execution, delivery and enforceability of the Business Combination Agreement and other transaction documents; (3) no need for governmental authorization for the execution, delivery or performance of the Business Combination Agreement and additional agreements thereto (the “**Additional Agreements**”); (4) absence of conflicts; (5) capital structure of AgileAlgo; (6) accuracy of charter documents of the Company Group; (7) accuracy of corporate records; (8) accuracy of the list of all assumed or “doing business as” names used by the Company Group; (9) accuracy of the list of each subsidiary of AgileAlgo; (10) required consents and approvals; (11) financial information; (12) books and records; (13) absence of certain changes or events; (14) title to assets and properties; (15) litigation threatened against or affecting AgileAlgo and its subsidiaries; (16) material contracts; (17) material licenses and permits; (18) compliance with laws; (19) ownership of intellectual property; (20) suppliers and vendors; (21) accounts receivable and payable and loans; (22) pre-payments; (23) employees; (24) employment matters; (25) withholding of obligations of AgileAlgo and its subsidiaries applicable to its employees; (26) real property; (27) tax matters; (28) environmental laws; (29) finders’ fees; (30) powers of attorney and suretyships; (31) directors and officers; (32) certain business practices; (33) money laundering laws; (34) that AgileAlgo is not an investment company; and (35) exclusivity of representations and warranties.

In the Business Combination Agreement, each Seller makes certain representations and warranties relating to, among other things: (1) organization and standing; (2) authorization, execution, delivery and enforceability of the Business Combination Agreement and the Additional Agreements; (3) no need for governmental authorization for the execution, delivery or performance of the Business Combination Agreement and the Additional Agreements; (4) absence of conflicts; (5) ownership of the AgileAlgo shares; (6) litigation threatened against or affecting AgileAlgo and its subsidiaries; (7) finders’ fees; and (8) exclusivity of representations and warranties.

In the Business Combination Agreement, IGTA, on its behalf and also on behalf of Purchaser (together, the “**Purchaser Parties**”), makes certain representations and warranties relating to, among other things: (1) proper corporate existence and power; (2) authorization, execution, delivery and enforceability of the Business Combination Agreement and Additional Agreements; (3) no need for governmental authorization for the execution, delivery or performance of the Business Combination Agreement and Additional Agreements; (4) absence of conflicts; (5) finders’ fees; (6) issuance of the Exchange Consideration Shares; (7) capital structure; (8) trust fund; (9) validity of Nasdaq Stock Market (“**Nasdaq**”) listing; (10) board approval; (11) IGTA’s filing documents with the Securities and Exchange Commission (“**SEC**”) and financial statements; (12) absence of litigation; (13) business activities; (14) compliance with laws; (15) anti-money laundering laws; (16) OFAC compliance; (17) that each Purchaser Party is not an investment company; (18) tax matters; (19) transactions with affiliates; (20) certain business practices; (21) employees and employee benefit plans; (22) properties; (23) material contracts; (24) insurance; (25) independent investigation of Company Group and the Sellers; and (26) exclusivity of representations and warranties.

No Survival

The representations and warranties of the parties contained in the Business Combination Agreement terminate as of, and do not survive, the Closing, and there are no indemnification rights for another party’s breach. The covenants and agreements of the parties contained in the Business Combination Agreement do not survive the Closing, except those covenants and agreements to be performed after the Closing, which covenants and agreements will survive until fully performed.

Conduct Prior to Closing; Covenants Pending Closing

Each party agreed in the Business Combination Agreement to use its commercially reasonable efforts to effect the Closing. The Business Combination Agreement also contains certain customary covenants by each of the parties during the period between the signing of the Business Combination Agreement and the earlier of the Closing or the termination of the Business Combination Agreement in accordance with its terms (the “***Interim Period***”), including covenants regarding: (1) the provision of access to their properties, books and personnel; (2) the operation of their respective businesses in the ordinary course of business; (3) IGTA’s public filing obligations; (4) no solicitation of, or entering into, any alternative competing transactions; (5) notifications of certain breaches, consent requirements or other matters; (6) efforts to consummate the Closing and obtain third party and regulatory approvals; (7) further assurances; (8) the preparation and filing with the SEC of a registration statement on Form S-4; (9) public announcements; (10) confidentiality (which provisions survive termination); (11) indemnification of directors and officers after the Closing; (12) use of trust proceeds after the Closing; (13) efforts to cause investors to provide transaction financing on mutually agreed terms during the Interim Period and to use commercially reasonable efforts to consummate such transaction financing; (14) efforts to enter into employment agreements with persons mutually agreed to by Purchaser and the Company (the “***Employment Agreements***”); (15) the Company’s obligation to deliver, no later than October 31, 2023, historical consolidated financial statements for the fiscal 2021 and 2022, audited by a Public Company Accounting Oversight Board (“***PCAOB***”) qualified independent auditor in accordance with PCAOB standards and to deliver historical interim consolidated financial statements for the nine months ended June 30, 2023, reviewed by a PCAOB qualified independent auditor (such financial statements, collectively, the “***PCAOB Company Financials***”); and (16) IGTA using best efforts to pursue and preserve an extension of the date by which it has to consummate a business combination through the Closing. The Business Combination Agreement also provides that any loans owed by IGTA to IGTA’s sponsor or its officers or directors will, if not converted into PubCo private placement warrants at \$1.00 per warrant (up to a maximum of \$1 million in principal amount) at the Closing, will have a certain portion of such amounts repaid at the Closing and the remainder deferred without interest for up to six months after the Closing, based on an amount or formula to be agreed by IGTA and the Company prior to the initial filing of the Registration Statement with the SEC.

IGTA and Purchaser also agreed to jointly prepare, with the reasonable assistance of the Company, and shall file with the SEC, a registration statement on Form S-4 (as amended, the “***Registration Statement***”) in connection with the registration under the Securities Act of 1933, as amended (the “***Securities Act***”) of the issuance of securities of PubCo to the holders of the IGTA securities and the Sellers and containing a proxy statement/prospectus for the purpose of soliciting proxies from the stockholders of IGTA for the approval of the Business Combination and other matters relating to the Business Combination to be acted on at the special meeting of the stockholders of IGTA, including an amendment to IGTA’s certificate of incorporation to eliminate the \$5,000,001 net tangible asset requirement (“***NTA Requirement Amendment Proposal***”), and providing such stockholders with an opportunity to participate in the Redemption.

The PubCo board of directors immediately after the Closing will consist of five (5) directors, a majority of which will be independent under Nasdaq requirements, who will be designated by AgileAlgo. The individuals serving as the executive officers of the PubCo immediately after the Closing will be the same individuals (in the same office) as that of AgileAlgo immediately prior to the Closing.

Conditions to Closing

General Conditions to Closing

The Closing is conditioned on, among other things, (1) no governmental authority shall have enacted, or entered any law or order that has the effect of preventing or prohibiting consummation of the Business Combination; (2) the expiration or termination of any waiting period under any applicable antitrust law relating to the Business Combination; (3) the Redomestication Merger shall have been consummated and the applicable certificates and documents filed and registered in the appropriate jurisdictions, and prior to the Closing, the Purchaser shall have amended and restated its Organizational Documents consistent with the Business Combination Agreement and changed its name to “Prodigy, Inc.”; (4) the SEC shall have declared effective the Registration Statement with respect to the Business Combination Agreement and no stop order shall have been issued in respect thereof; (5) IGTA stockholders shall have approved certain matters submitted to them in connection with the Business Combination; (6) as of the Closing, if the NTA Requirement Amendment Proposal is not approved by the IGTA stockholders, PubCo shall have at least \$5,000,001 in net tangible assets; (7) the Business Combination being approved by the requisite vote of the AgileAlgo shareholders; (8) receipt by AgileAlgo of certain Employment Agreements with PubCo; (9) the Purchaser Parties and the Company Group, taken together, shall have at least \$5,000,000 in cash and cash equivalents as of the Closing, including funds remaining in the trust account (after giving effect to the completion and payment of redemptions) and the proceeds of any transaction financing, but prior to giving effect to the payment of unpaid transaction expenses or other liabilities of the parties due at the Closing; and (10) Purchaser Ordinary Shares shall remain listed on Nasdaq and the additional listing application for the Exchange Consideration Shares shall have been approved by Nasdaq. It is not a condition to the Closing that all shareholders of AgileAlgo that are not Signing Sellers sign joinder agreements to become Joining Sellers under the Business Combination Agreement.

Purchaser Parties' Conditions to Closing

The obligations of the Purchaser Parties to consummate the Business Combination, in addition to the conditions described above in the paragraph above entitled "General Conditions to Closing", are conditioned upon, among others, each of the following, in addition to customary certificates, instruments and documents, the Additional Agreements referenced below and other customary closing deliveries: (1) each of AgileAlgo and the Sellers complying with all of its obligations under the Business Combination Agreement in all material respects; (2) the representations and warranties of AgileAlgo and Sellers being true on and as of the date of the Business Combination Agreement and the date of the Closing except as would not be expected to have a material adverse effect; (3) there having been no material adverse effect to the Company Group which is continuing and uncured; and (4) the Company having addressed certain matters set forth in a schedule to the Business Combination Agreement.

AgileAlgo's Conditions to Closing

The obligations of AgileAlgo to consummate the Business Combination, in addition to the conditions described above in the paragraph above entitled "General Conditions to Closing", are conditioned upon, among others, each of the following, in addition to customary certificates, instruments and documents, the Additional Agreements referenced below and other customary closing deliveries: (1) the Purchaser Parties complying with all of their obligations under the Business Combination Agreement in all material respects; (2) the representations and warranties of the Purchaser Parties being true on and as of the date of the Business Combination Agreement and the date of the Closing except as would not be expected to have a material adverse effect; (3) there having been no material adverse effect to the Purchaser Parties which is continuing and uncured; (4) the Purchaser Parties having been in material compliance with the reporting requirements under the Securities Act and the Securities Exchange Act of 1934, as amended, applicable to them; and (5) the members of the PubCo board of directors immediately after the Closing shall have been elected or appointed as of the Closing consistent with the requirements of the Business Combination Agreement.

Termination

The Business Combination Agreement may be terminated at any time prior to the Closing by either IGTA or the Company if the Closing has not occurred on or prior to June 13, 2024 (the "**Outside Date**").

The Business Combination Agreement also may be terminated under certain other customary and limited circumstances prior to the Closing, including, among other reasons: (1) by mutual written consent of IGTA and the Company; (2) by either IGTA or the Company if a governmental authority of competent jurisdiction has issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Business Combination, and such order or other action has become final and non-appealable; (3) by the Company for a Purchaser Party's uncured breach of the Business Combination Agreement, if the breach would result in the failure of the related Closing condition contained in the Business Combination Agreement to be satisfied; (4) by IGTA for the uncured breach of the Business Combination Agreement by the Company or any Seller if the breach would result in the failure of the related Closing condition contained in the Business Combination Agreement to be satisfied; (5) by IGTA if there has been a material adverse effect with respect to the Company since the date of the Business Combination Agreement which is uncured and continuing; (6) by the Company if there has been a material adverse effect with respect to IGTA or Purchaser since the date of the Business Combination Agreement which is uncured and continuing; (7) by either IGTA or the Company if the IGTA stockholder meeting is held and the IGTA required stockholder approval is not obtained; (8) by the Company if IGTA's common stock has become delisted from Nasdaq and is not relisted on the Nasdaq or the New York Stock Exchange within sixty (60) days after such delisting; and (9) at any time after October 31, 2023 if, as of such time, any of the PCAOB Company Financials have not been delivered to IGTA.

If the Business Combination Agreement is terminated, all obligations of the parties under the Business Combination Agreement (except for certain obligations related to public announcements, confidentiality, fees and expenses, trust account waiver, termination and general provisions) will terminate, and no party to the Business Combination Agreement will have any further liability to any other party thereto except for liability for fraud claims or for willful breach of the Business Combination Agreement prior to the termination. The Business Combination Agreement does not provide for any termination fees.

Trust Account Waiver and Releases

The Company and each Signing Seller have agreed (and each other Seller will agree) that they and their affiliates will not have any right, title, interest or claim of any kind in or to any monies in IGTA's trust account, and have agreed not to, and waived any right to, make any claim against the trust account (including any distributions therefrom directly or indirectly to IGTA's stockholders).

Governing Law

The Business Combination Agreement is governed by Delaware law. Any dispute pursuant to the Business Combination Agreement or the Business Combination (other than certain disputes relating to the Earnout Shares and claims for equitable relief or enforcement of the arbitration award) are subject to arbitration in Delaware. Subject to such arbitration requirement, any claims under the Business Combination Agreement shall be heard exclusively in any state or federal court located in the State of Delaware (or in any appellate court thereof).

The foregoing description of the Business Combination Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the actual agreement, a copy of which is filed as Exhibit 2.1 hereto.

The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties, covenants and agreements were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The Business Combination Agreement has been filed to provide investors with information regarding its terms, but it is not intended to provide any other factual information about IGTA, Purchaser, the Company or any other party to the Business Combination Agreement. In particular, the representations and warranties, covenants and agreements contained in the Business Combination Agreement, which were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to the Business Combination Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Business Combination Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Business Combination Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Business Combination Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in IGTA's or PubCo's public disclosures.

Additional Agreements Executed at the Signing of the Business Combination Agreement

Sponsor Support Agreement

Contemporaneously with the execution of the Business Combination Agreement, certain stockholders of IGTA have entered into a support agreement (the "***Sponsor Support Agreement***"), pursuant to which such stockholders agreed to, among other things, approve the Business Combination Agreement and the Business Combination, and not transfer their IGTA securities prior to the Closing.

The foregoing description of the Sponsor Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the actual agreement, a copy of which is filed as Exhibit 10.2 hereto.

Company Shareholder Support Agreement

Contemporaneously with the execution of the Business Combination Agreement, the Signing Sellers have entered into a support agreement (the “**Company Shareholder Support Agreement**”), pursuant to which such shareholders agreed to, among other things, after the effectiveness of the Registration Statement, approve the Business Combination Agreement and the Business Combination.

The foregoing description of the Company Shareholder Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the actual agreement, a copy of which is filed as Exhibit 10. 1 hereto.

Additional Agreements to be Executed at Closing

Lock-Up Agreements

Upon the Closing, Sellers who will own at least 5% of PubCo’s outstanding shares immediately after the Closing (the “**Significant Shareholders**”) will execute lock-up agreements (the “**Lock-Up Agreements**”) with regard to the PubCo ordinary shares to be issued by PubCo to such Sellers under the Business Combination Agreement. Pursuant to the Lock-Up Agreements, Sellers will, subject to certain customary exceptions, agree not to (i) sell, offer to sell, contract or agree to sell, pledge or otherwise dispose of, directly or indirectly, any PubCo Ordinary Shares held by them (the “**Lock-Up Shares**”), (ii) enter into a transaction that would have the same effect, (iii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Shares or otherwise or engage in any short sales or other arrangement with respect to the Lock-Up Shares or (iv) publicly announce any intention to effect any transaction specified in clause (i) or (ii) until the date that is one hundred eighty (180) days after the date of the Closing (subject to earlier release on the date after the Closing on which PubCo or its shareholders consummate a third-party tender offer, stock, sale, liquidation, merger, share exchange or other similar transaction with an unaffiliated third party that results in holders of at least a majority of PubCo ordinary shares having the right to exchange their equity holdings in PubCo for cash, securities or other property).

The foregoing description of the Lock-Up Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the actual agreements, a form of which is filed as Exhibit 10.3 hereto.

Registration Rights Agreement

At the closing of the Business Combination, PubCo will enter into an amended and restated registration rights agreement (the “**Amended Registration Rights Agreement**”) with certain existing IGTA stockholders (including IGTA’s sponsor) and with the Significant Sellers with respect to certain securities of IGTA that they own at the Closing. The Registration Rights Agreement will provide certain demand registration rights and piggyback registration rights to the shareholders, subject to underwriter cutbacks and issuer blackout periods. PubCo will agree to pay certain fees and expenses relating to registrations under the Amended Registration Rights Agreement.

The foregoing description of the Amended Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the actual agreements, a form of which is filed as Exhibit 10.4 hereto.

Employment Agreements

At the Closing of the Business Combination, PubCo will enter into employment agreements with certain key executives of AgileAlgo on terms and conditions reasonably acceptable to IGTA and AgileAlgo.

IMPORTANT NOTICES

Additional Information and Where to Find It

In connection with the Business Combination described herein, IGTA and and/or its subsidiary will file relevant materials with the SEC, including the Registration Statement. The proxy statement and a proxy card will be mailed to shareholders as of a record date to be established for voting at the meeting of IGTA stockholders relating to the proposed Business Combination. Stockholders will also be able to obtain a copy of the Registration Statement and proxy statement without charge from IGTA. The Registration Statement and proxy statement, once available, may also be obtained without charge at the SEC’s website at www.sec.gov or by writing to IGTA at 875 Washington Street, New York, NY 10014. INVESTORS AND SECURITY HOLDERS OF IGTA ARE URGED

TO READ THESE MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTIONS THAT IGTA WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT IGTA, AGILEALGO AND THE TRANSACTIONS DESCRIBED HEREIN.

Important Notice Regarding Forward-Looking Statements

This Current Report on Form 8-K contains certain “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995 with respect to the proposed Business Combination. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result” and similar expressions, but the absence of these words does not mean that a statement is not forward-looking. Such statements include, but are not limited to, statements regarding the proposed Business Combination, including the anticipated initial enterprise value, the benefits of the proposed Business Combination, integration plans, anticipated future financial and operating performance and results, including estimates for growth, and the expected timing of the Business Combination. The words “expect,” “believe,” “estimate,” “intend,” “plan” and similar expressions indicate forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to various risks and uncertainties, assumptions (including assumptions about general economic, market, industry and operational factors), known or unknown, which could cause the actual results to vary materially from those indicated or anticipated. Consequently, you should not rely on these forward-looking statements as predictions of future events.

Many factors could cause actual future events to differ materially from the forward-looking statements in this Current Report, including but are not limited to: (i) the risk that the Business Combination may not be completed in a timely manner or at all, which may adversely affect the price of IGTA’s securities; (ii) the failure to satisfy the conditions to the consummation of the Business Combination, including the approval of the Business Combination Agreement by the stockholders of IGTA; (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the Business Combination Agreement; (iv) the outcome of any legal proceedings that may be instituted against any of the parties to the Business Combination Agreement following the announcement of the entry into the Business Combination Agreement and proposed Business Combination; (v) the ability of the parties to recognize the benefits of the Business Combination Agreement and the proposed Business Combination; (vi) the lack of useful financial information for an accurate estimate of future capital expenditures and future revenue; (vii) statements regarding AgileAlgo’s industry and market size; (viii) financial condition and performance of AgileAlgo, including the anticipated benefits, the implied enterprise value, the expected financial impacts of the Business Combination, potential level of redemptions of IGTA’s public stockholders, the financial condition, liquidity, results of operations, the products, the expected future performance and market opportunities of AgileAlgo; (ix) the impact from future regulatory, judicial, and legislative changes in AgileAlgo’s industry; (x) competition from larger technology companies that have greater resources, technology, relationships and/or expertise; and (xi) those factors discussed in IGTA’s filings with the SEC and that will be contained in the definitive proxy statement/prospectus relating to the Business Combination. You should carefully consider the foregoing factors and the other risks and uncertainties that will be described in the “Risk Factors” section of the definitive proxy statement/prospectus and other documents to be filed by IGTA from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and while AgileAlgo and IGTA may elect to update these forward-looking statements at some point in the future, they assume no obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, subject to applicable law. Neither AgileAlgo nor IGTA gives any assurance that AgileAlgo, or IGTA, or the combined company, will achieve its expectations.

Participants in Solicitation

IGTA, AgileAlgo and certain stockholders of IGTA, and their respective directors, executive officers and employees and other persons may be deemed to be participants in the solicitation of proxies from the holders of IGTA shares of common stock in respect of the proposed transaction. Information about IGTA’s directors and executive officers and their ownership of IGTA common stock is set forth in IGTA’s Annual Report on Form 10-K, filed with the SEC on April 14, 2023. Other information regarding the interests of the participants in the proxy solicitation will be included in the proxy statement pertaining to the proposed transaction when it becomes available. These documents can be obtained free of charge from the sources indicated above.

No Offer or Solicitation

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Business Combination described above and shall not constitute an offer to sell or a solicitation of an offer to buy the securities of IGTA or AgileAlgo, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act or an exemption therefrom.

Item 9.01 Financial Statements and Exhibits.

EXHIBIT

NO.	DESCRIPTION
2.1*	Business Combination Agreement, dated as of September 12, 2023 by and among IGTA, AgileAlgo, Purchaser and the shareholders of AgileAlgo named as Sellers therein
10.1	Form of Shareholder Support Agreement, dated as of September 12, 2023, by and among IGTA, Purchaser, AgileAlgo and certain shareholders of AgileAlgo
10.2	Sponsor Support Agreement, dated as of September 12, 2023, by and among IGTA, Purchaser, AgileAlgo and certain holders of IGTA shares of common stock
10.3	Form of Lock-Up Agreement
10.4	Form of Amended Registration Rights Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain of the exhibits, appendices, annexes and/or schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). IGTA agrees to furnish supplementally a copy of all omitted exhibits, annexes, appendices and schedules to the Securities and Exchange Commission upon its request.

SIGNATURES

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

Dated: September 18, 2023

INCEPTION GROWTH ACQUISITION LIMITED

By: /s/ Cheuk Hang Chow

Name: Cheuk Hang Chow

Title: Chief Executive Officer

BUSINESS COMBINATION AGREEMENT

Dated as of
September 12, 2023

by and among

AgileAlgo Holdings Ltd., a British Virgin Islands company, as the Company,

Inception Growth Acquisition Limited, a Delaware corporation, as the Parent,

IGTA Merger Sub Limited, a British Virgin Islands company, as the Purchaser,

and

the shareholders of the Company named herein, as the Sellers

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- C. Sponsor Support Agreement
- D. Form of Lock-Up Agreement
- E. Form of Amended Registration Rights Agreement

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BUSINESS COMBINATION AGREEMENT

This BUSINESS COMBINATION AGREEMENT (the “Agreement”), dated as of September 12, 2023, by and among (i) **AgileAlgo Holdings Ltd.**, a British Virgin Islands business company (the “Company”), (ii) **Inception Growth Acquisition Limited**, a Delaware corporation (the “Parent”), (iii) **IGTA Merger Sub Limited**, a British Virgin Islands business company and a wholly-owned subsidiary of the Parent (the “Purchaser”), (iv) each of the holders of the Company’s outstanding shares that are named on Annex I hereto and that have executed and delivered a copy of this Agreement as of the date hereof, each of which is a Company Insider (as defined below) (collectively, the “Signing Sellers”), and (v) each of the other holders of the Company’s outstanding shares that, after the effective date of the Registration Statement (as defined below), shall execute and deliver to the Parent, Purchaser and the Company a joinder agreement in substantially the form attached as Exhibit A hereto (each, a “Joinder Agreement”) to become party to this Agreement which Joinder Agreement shall be accepted in writing and executed and delivered by the Parent, Purchaser and the Company, and which Joinder Agreement shall contain an acknowledgement by such holder of Ordinary Shares that it has received the Proxy Statement (as defined below) prospectus (collectively, the “Joining Sellers” and, together with the Signing Sellers, the “Sellers”).

WITNESSETH:

A. The Company is a British Virgin Islands holding business company that owns and operates its business through its wholly-owned subsidiary AgileAlgo Pte. Ltd., a Singapore company (“AgileAlgo”), and AgileAlgo’s subsidiaries, of making enterprise-grade natural language code generator for machine-learning and data management platforms (as conducted by the Company and its Subsidiaries, the “Business”).

B. Parent is a blank check company formed for the sole purpose of entering into a share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities.

C. Purchaser is a newly formed British Virgin Islands business company and a wholly-owned Subsidiary of Parent that was formed for the sole purpose of, prior to the Closing (as defined below), merging with the Parent pursuant to Section 174 of the BVI Business Companies Act (as amended, the “BVI Act”) and Section 252 of the Delaware General Corporation Law (the “DGCL”), where Purchaser will be the surviving entity as a British Virgin Islands company (the “Redomestication Merger”).

D. Immediately following the Redomestication Merger (including after the completion of the Name Change (as defined below) and the adoption of the Amended Purchaser Organizational Documents (as defined below)), the parties hereto desire that Purchaser shall acquire all of the issued and outstanding Ordinary Shares (as defined below) held by the Sellers in exchange for ordinary shares of Purchaser, upon the terms and subject to the conditions set forth herein and in accordance with the applicable laws of the British Virgin Islands, making the Company a subsidiary of Purchaser (the “Share Exchange”).

E. In connection with the execution of this Agreement, the Signing Sellers are each entering into a shareholder support agreement with Parent, the Purchaser and the Company in the form attached as Exhibit B hereto (the “Shareholder Support Agreement”), pursuant to which, among other things, the Signing Shareholders have agreed to approve as a shareholder of the Company, following the

effectiveness of the Registration Statement, this Agreement and the Additional Agreements to which the Company is a party or bound, the transactions contemplated hereby and thereby and the performance by the Company of its obligations hereunder and thereunder, on the terms and subject to the conditions set forth in such Shareholder Support Agreement.

F. In connection with the execution of this Agreement, the Sponsor (as defined below) and certain of the Sponsor's Affiliates and officers and directors of the Parent (collectively, the "Insiders") are entering into a shareholder support agreement with Parent, the Purchaser and the Company, a copy of which is attached as Exhibit C hereto (the "Sponsor Support Agreement"), pursuant to which, among other things, such Insiders agreed to vote their Parent Common Stock in favor of the Parent Stockholder Approval Matters (including the approval as a shareholder of the Parent this Agreement and the Additional Agreements to which the Parent is a party or bound, the transactions contemplated hereby and thereby and the performance by the Parent of its obligations hereunder and thereunder), on the terms and subject to the conditions set forth in the Sponsor Support Agreement.

F. At the Closing: (i) Purchaser and each Shareholder who will own five percent (5%) or more of the issued and outstanding Purchaser Ordinary Shares as of immediately after the Closing (the "Significant Shareholders") will enter into a lock-up agreement, substantially in the form attached hereto as Exhibit D (each, a "Lock-Up Agreement"), which will, among other things, provide for a 180-day lock-up period after the Closing with respect to the Purchaser Ordinary Shares owned by such Shareholder, and which Lock-Up Agreement shall be effective as of the Closing; and (ii) the Purchaser, the Parent, the Significant Shareholders, the Sponsor and the other Holders under the Registration Rights Agreement (as defined below) will enter into an Amended and Restated Registration Rights Agreement, substantially in the form attached as Exhibit E hereto (the "Amended Registration Rights Agreement"), which will, among other matters, (A) add the Purchaser to the Registration Rights Agreement as the successor to the Parent and (B) provide the Significant Shareholders with registration rights substantially equivalent to the registration rights provided to the Sponsor under the Registration Rights Agreement.

G. The boards of directors (or equivalent governing bodies) of the Parent, the Purchaser and the Company each (a) have determined that the transactions contemplated by this Agreement and the Additional Agreements are fair, advisable and in the best interests of their respective companies and shareholders, and (b) have approved this Agreement and the Additional Agreements to which such entity is a party or bound, the transactions contemplated hereby and thereby and the performance by such entity of its obligations hereunder and thereunder, upon the terms and subject to the conditions set forth herein.

H. For U.S. federal income tax purposes, the parties intend, and the Company acknowledges, that the Redomestication Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder, and the Boards of Directors of Parent and Purchaser have approved this Agreement and intend that it constitute a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties accordingly agree as follows:

ARTICLE I DEFINITIONS

The following terms, as used herein, have the following meanings:

"AAA" means the American Arbitration Association or any successor entity conducting arbitrations.

"Action" means any legal action, suit, claim, investigation, hearing, arbitration or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), including any audit, claim or assessment for Taxes or otherwise, in each case by or before an Authority.

"Additional Agreements" means each agreement, instrument or document attached hereto as an Exhibit, including the Joinder Agreement, the Shareholder Support Agreement, the Sponsor Support Agreement, the Lock-up Agreements and the Amended Registration Rights Agreement, and the other agreements, certificates and instruments to be executed or delivered by any of the parties hereto in connection with or pursuant to this Agreement.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person. For avoidance of any doubt, (i) with respect to all periods prior to the Closing, the Sponsor is an affiliate of the Parent (and after the Redomestication Merger, the Purchaser), and (ii) with respect to all periods subsequent to the Closing, Purchaser is an Affiliate of the Company.

“Antitrust Laws” means any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade including to the extent applicable, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Authority” means any governmental, regulatory, quasi-governmental or administrative body, agency, department or authority, any court or judicial authority, any arbitrator, any relevant stock exchange, or any public or industry regulatory authority, whether international, national, Federal, state, or local, including any supervisory authority or other enforcement agency with respect to Information Privacy and Security Laws.

“Books and Records” means all books and records, ledgers, employee records, customer lists, files, correspondence, and other records of every kind (whether written, electronic, or otherwise embodied) owned or used by a Person or in which a Person’s assets, business or transactions are otherwise reflected, other than stock books and minute books.

“Business Combination” means Parent’s initial “Business Combination”, as such term is defined in Parent’s Amended and Restated Certificate of Incorporation, as amended (and which will include the Share Exchange).

“Business Day” means any day other than a Saturday, Sunday or a legal holiday on which commercial banking institutions in New York, New York or Singapore are authorized to close for business; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a “shelter in place” or similar closure of physical branch locations at the direction of any Authority if such banks’ electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

“Closing Price Per Share” means \$10.00 per share.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company Equity Valuation” means, in consideration for 100% of the issued and outstanding Company Shares, an amount equal to the sum of (i) One Hundred Forty Million U.S. Dollars (\$140,000,000), plus (ii) Twenty Million U.S. Dollars (\$20,000,000), which represent the Earnout Shares, for an aggregate total of One Hundred Sixty Million U.S. Dollars (\$160,000,000).

“Company Group” means the Company and its Subsidiaries, collectively.

“Company Insider” means a holder of Company Shares who (i) is a director or executive officer of the Company or (ii) owns in the aggregate at least five percent (5%) of the issued and outstanding share capital of the Company.

“Company Material Adverse Effect” means a material adverse change or a material adverse effect on (a) the assets, liabilities, financial condition, business or operations of the Company Group, taken as a whole, or (b) the ability of the Company Group or any Seller on a timely basis to consummate the transactions contemplated by this Agreement or the Additional Agreements to which it is a party or bound or to perform its obligations hereunder or thereunder; provided, however, that “Company Material Adverse Effect” shall not include or take into account any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company Group operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, or currency exchange rates, monetary policy or fiscal policy; (iv) acts of war (whether or not declared), armed hostilities or terrorism, and any pandemic, epidemics or human health crises, including COVID-19, or the continuation or worsening thereof; (v) any action contemplated by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of a Purchaser Party; (vi) any matter of which Parent is aware on the date hereof; (vii) any changes in applicable Laws or accounting rules (including U.S. GAAP) or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including

losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Company Group; (ix) any natural or man-made disaster or acts of God, or the conditioning or worsening thereof; or (x) any failure by the Company Group to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded if not otherwise falling within any of clauses (i) through (ix) above.

“Company Privacy Policy” means each external or internal privacy policy or privacy notice of the Company or its Subsidiary, including any policy or notice relating to (a) the privacy, User Data or Personal Data of users of its website, service or any mobile applications; (b) the collection, storage, processing, disclosure, and transfer of any User Data or Personal Data; and (c) any employee or personnel information.

“Company Share Rights” means all options, warrants, rights, or other securities (including debt instruments) to purchase, convert or exchange into Company Shares.

“Company Shares” means the ordinary shares, no par value, of the Company.

“Contracts” means all contracts, agreements, leases (including Real Property leases, equipment leases, car leases and capital leases), licenses, sublicenses, commitments, client contracts, statements of work (SOWs), sales and purchase orders and similar instruments, oral or written, to which the Company and/or any of its Subsidiaries is a party or by which any of their respective assets are bound or under which the Company and/or any of its Subsidiaries have any express right or obligation.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise; and the terms “Controlled” and “Controlling” shall have the meaning correlative to the foregoing.

“Creditors’ Rights” means bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors’ rights and to general equity principles (whether considered in a proceeding in equity or at law).

“Data Breach” means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Personal Data, User Data or IT Systems, or any other data security incident requiring notification to any Persons or Authority under applicable Data Protection Requirements.

“Data Protection Requirements” means all applicable Information Privacy and Security Laws, Company Privacy Policies, judicial orders issued or applicable to the Company Group, and any Contracts and/or any binding industry standards, guidelines and codes of conduct that apply to Company Group, relating to the collection, use, storage, disclosure, transmission, security, disposal, transfer (including cross-border transfer) or other processing of Personal Data or User Data.

“Deferred Underwriting Amount” means an amount equal to the greater of (i) \$1,000,000 and (ii) 2.5% of the cash remaining in the Trust Account after completion of the Closing Redemption, subject to a maximum fee of \$2,250,000, representing the portion of the underwriting commissions held in the Trust Account, which the underwriters of the IPO are entitled to receive upon the Closing in accordance with the Investment Management Trust Agreement and the Underwriting Agreement, dated as of December 8, 2021, by and between the Parent and EF Hutton, a division of Benchmark Investments, LLC, as the representative of the underwriters named therein.

“Earnout Earnings” means any dividends or distributions or other income paid or otherwise accruing to the Earnout Shares during the time such Earnout Shares have not either yet vested or been surrendered by the Sellers, as of the relevant date.

“Environmental Laws” shall mean all applicable Laws that prohibit, regulate or control any Hazardous Material or any Hazardous Material Activity.

“Equity Securities” means any (i) shares of capital stock or other equity or voting securities issued, reserved for issuance or outstanding, (ii) securities convertible into or exchangeable for shares of capital stock or other equity or voting interests, (iii) outstanding options, warrants, rights or other commitments or agreements to acquire, or that obligate a Person to issue, any capital stock or other equity or voting interests, or any securities convertible into or exchangeable for shares of capital stock or other equity or voting interests, (iv) obligations to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock or other equity or voting interests, and (v) other obligations to make any payments based on the price or value of any capital stock or other equity or voting interests.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Consideration Shares” means such number of Purchaser Ordinary Shares equal to the Company Equity Valuation, divided by the Closing Price Per Share.

“Exchange Ratio” means (a) the total number of Exchange Consideration Shares, divided by (b) the total number of Company Shares issued and outstanding immediately prior to the Closing (disregarding any Company Shares held by the Company or any of its Subsidiaries as of immediately prior to the Closing).

“Fraud” means an actual, intentional and knowing common law fraud (and not a constructive fraud, negligent misrepresentation or omission, or any form of fraud premised on imputed knowledge, recklessness or negligence), as finally determined by a court of competent jurisdiction (or by an arbitration proceeding should the parties agree to one), by (a) the Company or any Seller in connection with any representation or warranty of the Company or such Seller (in each case, as qualified by the Company Disclosure Schedules) contained in this Agreement (including in the Company Disclosure Schedules) or in any Additional Agreement, or (b) a Purchaser Party in connection with any representation or warranty of a Purchaser Party (in each case, as qualified by the Purchaser Parties Disclosure Schedules) contained in this Agreement (including in the Purchaser Parties Disclosure Schedules) or in any Additional Agreement.

“Fraud Claims” means any claim to the extent based on Fraud. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, in any determination of whether a Person has committed Fraud, all relevant materiality and knowledge qualifications specifically provided for in this Agreement shall be taken into account.

“Hazardous Material” shall mean any material, emission, chemical, substance or waste that has been designated by any governmental Authority to be radioactive, toxic, hazardous, a pollutant or a contaminant.

“Hazardous Material Activity” shall mean the transportation, transfer, recycling, storage, use, treatment, manufacture, removal, remediation, release, exposure of others to, sale, labeling, or distribution of any Hazardous Material or any product or waste containing a Hazardous Material, or product manufactured with ozone depleting substances, including, any required labeling, payment of waste fees or charges (including so-called e-waste fees) and compliance with any recycling, product take-back or product content requirements.

“Indebtedness” means with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money (including amounts owed by reason of letter of credit reimbursement agreements), including with respect thereto, all interests, fees and costs and prepayment and other penalties, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable or trade payables to creditors for goods and services incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, and (f) all guarantees by such Person to the extent drawn.

“Information Privacy and Security Laws” means applicable Law of any applicable jurisdiction concerning, as applicable, the privacy, security, data protection, data sharing, direct marketing, consumer protection, facial recognition, location tracking, customer tracking, behavioral marketing, outbound communications, data or web scraping, monitoring, recording, and workplace privacy,

including the collection, processing, storage, protection and disclosure of Personal Data or User Data, and all binding guidance issued by Authorities (including staff reports) thereunder.

“Insider Letters” means (i) the letter agreement, dated as of December 8, 2021, as amended, by Sponsor for the benefit of Parent and EF Hutton, a division of Benchmark Investments, LLC, as the representative of the underwriters named therein, and (ii) the letter agreement, dated as of December 8, 2021, as amended, by the officers and directors of Parent for the benefit of Parent and EF Hutton, a division of Benchmark Investments, LLC, as the representative of the underwriters named therein.

“Intellectual Property” means any trademark, service mark, trade name, domain names, trade dress, URLs, logos and other source identifiers, including registration thereof or application for registration therefor, together with the goodwill symbolized by any of the foregoing, invention, patent, patent application (including provisional applications), statutory invention registrations, invention disclosures, trade, secret, know-how, formulae, methods, processes, protocols, specifications, techniques, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as laboratory notebooks, samples, studies and summaries), copyright, copyright registration, application for copyright registration, software programs, data bases, and any other type of proprietary intellectual property right and all embodiments and fixations thereof and related documentation and registrations and all additions, improvements and accessions thereto, and with respect to each of the foregoing items in this definition, which is owned or licensed or filed by the Company Group, or used or held for use by the Company Group in the Business, whether registered or unregistered, or domestic, foreign or international.

“Intellectual Property Rights” means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark, trade name and domain name rights and similar rights associated with source identifiers; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(e)” above.

“Investment Management Trust Agreement” means the investment management trust agreement, dated as of December 8, 2021, as amended, by and between the Parent and the Trustee.

“IPO” means the initial public offering of Parent pursuant to the IPO Prospectus.

“IPO Prospectus” means the prospectus dated December 8, 2021 and filed with the SEC (File No. 333-257426) on December 9, 2021.

“IT Systems” means all computer programs (in both Source Code and object code form), computer hardware and peripherals, and telecommunications and network equipment owned, used, leased, or licensed by the Company or its Subsidiaries.

“Key Employees” means Tony Tay and Francis Lee.

“Law” means any domestic or foreign, federal, state, municipality or local law, statute, ordinance, code, common law, act, treaty or order of general applicability of any applicable Authority, including any rule or regulation promulgated thereunder, and includes all Privacy Laws.

“Legal Restraint” means any Law that has been adopted or promulgated, or which is in effect, or any temporary, preliminary or permanent Order issued by a court or other Authority of competent jurisdiction.

“Liabilities” means any and all liabilities, Indebtedness, obligations of any nature (whether absolute, accrued, contingent or otherwise, whether known or unknown, whether direct or indirect, whether matured or unmatured and whether due or to become due), including Tax Liabilities due or to become due.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing.

“Nasdaq” means the Nasdaq Capital Market.

“Order” means any decree, order, judgment, writ, judicial or arbitral award, injunction, verdict, determination, binding decision, rule or consent of or by an Authority.

“Organizational Documents” means, with respect to any Person, its certificate of incorporation and bylaws, memorandum and articles of association or similar organizational documents, in each case, as amended.

“Parent Common Stock” means the shares of common stock, par value \$0.0001 per share, of Parent.

“Parent Private Warrant” means one whole non-redeemable warrant that was issued in a private placement to the Sponsor at a price of \$1.00 per warrant at the time of the consummation of the IPO, entitling the holder thereof to purchase one (1) share of Parent Common Stock at a price of \$11.50 per whole share of Parent Common Stock.

“Parent Public Warrant” means one whole redeemable warrant of which one-half (½) was included as part of each Parent Unit, entitling the holder thereof to purchase one (1) share of Parent Common Stock at a price of \$11.50 per whole share of Parent Common Stock.

“Parent Rights” means the issued and outstanding rights of Parent, each such right to be automatically converted into one-tenth (1/10) of one share of Parent Common Stock at the closing of a Business Combination.

“Parent Securities” means the Parent Common Stock, Parent Rights, Parent Units and Parent Warrants, collectively.

“Parent Unit” means each outstanding unit sold in IPO, consisting of one share of Parent Common Stock, one-half (½) of a Parent Public Warrant and one Parent Right.

“Parent Warrants” means the Parent Private Warrants and the Parent Public Warrants, collectively.

“PCAOB” means the U.S. Public Company Accounting Oversight Board (or any successor thereto).

“Permitted Liens” means (i) all defects, exceptions, covenants, conditions, restrictions, easements, rights of way encumbrances and other similar matters affecting title to any Real Property and other title defects which do not materially impair the use or occupancy of such Real Property or the operation of the Business; (ii) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business for amounts (A) that are not delinquent, (B) that are not material to the business, operations and financial condition of the Company Group, either individually or in the aggregate, and (C) that are not resulting from a breach, default or violation by the Company and/or any of its Subsidiaries of any Contract or Law; (iii) liens for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings (and for which adequate accruals or reserves have been established in accordance with U.S. GAAP); (iv) zoning, building codes and other land use Laws regulating the use or occupancy of the Real Property or the activities conducted thereon which are imposed by any Authority having jurisdiction over any Real Property which are not violated by the current use or occupancy of such Real Property except for any violations which would have a Company Material Adverse Effect; (v) non-exclusive licenses granted in the ordinary course of business; (vi) other Liens arising or incurred in the ordinary course of business for amounts less than \$50,000; and (vii) Liens arising under this Agreement or any Additional Agreement.

“Person” means an individual, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organization, including a government, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

“Personal Data” means information that relates to, identifies, describes, or is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, household or device (such as name, address, telephone number, e-mail address, image, financial account number, Social Security number, government-issued identifier, online identifier, and any other information used or intended to be used to directly or indirectly identify, contact, or precisely locate an individual or device), or that is included in the term “personal data,” “personal information,” or the equivalent under the applicable Data Protection Requirement.

“Privacy Laws” means the Singapore Personal Data Protection Act, the HITECH Act, the European Union’s General Data Protection Regulation (EU) 2016/679, British Virgin Islands’ Data Protection Act, 2021 and any similar or analogous federal, state or foreign privacy laws, in each case, to the extent applicable to the Business as conducted by the Company Group.

“Pro Rata Share” means a fraction, expressed as a percentage, equal to the number of Purchased Shares owned by a Seller, divided by the total number of Purchased Shares owned by all Sellers.

“Purchaser Ordinary Shares” means the ordinary shares of Purchaser, par value \$0.0001 per share, including the shares issued in exchange for the Parent Common Stock in the Redomestication Merger, along with any Equity Securities paid as dividends or distributions after the Closing with respect to such shares or into which such shares are exchanged or converted after the Closing.

“Purchaser Parties Material Adverse Effect” means a material adverse change or a material adverse effect on (a) the assets, liabilities, financial condition, business or operations of the Purchaser Parties (and their respective Subsidiaries), taken as a whole, or (b) the ability of a Purchaser Party on a timely basis to consummate the transactions contemplated by this Agreement or the Additional Agreements to which it is a party or bound or to perform its obligations hereunder or thereunder; provided, however, that “Purchaser Parties Material Adverse Effect” shall not include or take into account any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Purchaser Parties operate; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, or currency exchange rates, monetary policy or fiscal policy; (iv) acts of war (whether or not declared), armed hostilities or terrorism, and any pandemic, epidemics or human health crises, including COVID-19, or the continuation or worsening thereof; (v) any action contemplated by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Company; (vi) any matter of which the Company is aware on the date hereof; (vii) any changes in applicable Laws or accounting rules (including U.S. GAAP) or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Purchaser Party; (ix) any natural or man-made disaster or acts of God, or the continuation or worsening thereof; or (x) any failure by the Purchaser Parties to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded if not otherwise falling within any of the clauses (i) through (ix) above).

“Purchaser Private Warrant” means one whole non-redeemable warrant of Purchaser to be issued in the Redomestication Merger in exchange for the outstanding Parent Private Warrants, entitling the holder thereof to purchase one (1) Purchaser Ordinary Share at a price of \$11.50 per whole Purchaser Ordinary Share.

“Purchaser Public Warrant” means one whole redeemable warrant of Purchaser to be issued in the Redomestication Merger in exchange for the outstanding Parent Public Warrants, entitling the holder thereof to purchase one (1) Purchaser Ordinary Share at a price of \$11.50 per whole Purchaser Ordinary Share.

“Purchaser Rights” means the issued and outstanding rights of Purchaser to be issued in the Redomestication Merger in exchange for the outstanding Parent Rights, each such right to be automatically converted into one-tenth (1/10) of one share of Purchaser Common Stock at the closing of a Business Combination.

“Purchaser Securities” means the Purchaser Ordinary Shares, Purchaser Rights and Purchaser Warrants, collectively.

“Purchaser Warrants” means the Purchaser Private Warrants and the Purchaser Public Warrants, collectively.

“Real Property” means, collectively, all real properties and interests therein (including the right to use), together with all buildings, fixtures, trade fixtures, plant and other improvements located thereon or attached thereto.

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated as of December 8, 2021, by and among the Parent, the Sponsor and the other parties thereto named as Holders therein.

“Sarbanes-Oxley Act” means the Sarbanes-Oxley Act of 2002, as amended.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Shareholders” means the shareholders of the Company, including the Sellers.

“Source Code” means computer software and code, in form other than object code form, including related programmer comments and annotations, help text, data and data structures, instructions, and procedural, object-oriented, and other code, which may be printed out or displayed in human readable form.

“Sponsor” means Soul Venture Partners LLC, the Parent’s sponsor.

“Subsidiary” or “Subsidiaries” means, with respect to any Person, one or more entities of which at least fifty percent (50%) of the capital stock or share capital or other equity or voting securities are Controlled or owned, directly or indirectly, by the respective Person.

“Tangible Personal Property” means all tangible personal property and interests therein, including manufacturing production devices, machinery, computers and accessories, furniture, office equipment, communications equipment, automobiles, trucks, forklifts and other vehicles owned or leased by the Company Group and other tangible property.

“Tax(es)” means any federal, state, local or foreign tax, charge, fee, levy, custom, duty, deficiency, or other assessment of any kind or nature imposed by any Taxing Authority (including any income (net or gross), gross receipts, profits, windfall profit, sales, use, goods and services, ad valorem, franchise, license, withholding, employment, social security, workers compensation, unemployment compensation, employment, payroll, transfer, excise, import, real property, personal property, intangible property, occupancy, recording, minimum, alternative minimum, environmental or estimated tax), including any liability therefor as a transferee or successor, as a result of Treasury Regulation Section 1.1502-6 or similar provision of applicable Law or as a result of any Tax sharing, indemnification or similar agreement, together with any interest, penalty, additions to tax or additional amount imposed with respect thereto.

“Tax Return” means any return, information return, declaration, claim for refund or credit, report or any similar statement, and any amendment thereto, including any attached Schedule and supporting information, whether on a separate, consolidated, combined, unitary or other basis, that is filed or required to be filed with any Taxing Authority in connection with the determination, assessment, collection or payment of a Tax or the administration of any Law relating to any Tax.

“Taxing Authority” means the Internal Revenue Service and any other Authority responsible for the collection, assessment or imposition of any Tax or the administration of any Law relating to any Tax.

“Transfer Taxes” means any and all transfer, documentary, sales, use, real property, stamp, excise, recording, registration, value added and other similar Taxes, fees and costs (including any associated penalties and interest) incurred in connection with the transactions contemplated by this Agreement.

“U.S. GAAP” means U.S. generally accepted accounting principles, consistently applied.

“User Data” means any data or information (including any non-Personal Data or other data or information) collected by or on behalf of the Company Group from or about users of the Company Group’s websites, online services, or mobile applications.

“\$” means U.S. dollars, the legal currency of the United States.

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ARTICLE II REDOMESTICATION MERGER

2.1 Redomestication Merger. Immediately prior to the Share Exchange, at the Redomestication Effective Time (as defined in Section 2.2), and subject to and upon the terms and conditions of this Agreement, and in accordance with the applicable provisions of the DGCL and all other Laws of the State of Delaware (“Delaware Law”) and applicable provisions of the BVI Act and all other Laws of the British Virgin Islands (“BVI Law”), respectively, the Parent shall be merged with and into the Purchaser, the separate corporate existence of Parent shall cease and Purchaser shall continue as the surviving entity. Purchaser as the surviving entity after the Redomestication Merger is hereinafter sometimes referred to as the “Redomestication Surviving Company”. Any reference in this Agreement to the Parent after the Redomestication Effective Time will be a reference to the Purchaser as the Redomestication Surviving Company.

2.2 Redomestication Effective Time. The parties hereto shall cause the Redomestication Merger to be consummated immediately prior to the Share Exchange by filing or registering the articles and plan of merger or certificate of merger, as the case may be in respect of the applicable jurisdiction, in form and substance agreed by the Parent and the Company acting reasonably and otherwise in accordance with Section 174 of the BVI Act and Section 252 of the DGCL and all other applicable aspects of BVI Law and Delaware Law (the “Plan of Merger”) (and other documents required by Delaware Law and BVI Law) with the Secretary of State of the State of Delaware and Registrar of Corporate Affairs in the British Virgin Islands (and other authorities required by Delaware Law and BVI Law), in accordance with the relevant provisions of Delaware Law and BVI Law (the time the articles of merger are registered by the Registrar of Corporate Affairs in the British Virgin Islands and a certificate of merger issued, or such later time as specified in the Plan of Merger, being the “Redomestication Effective Time”). In connection with the Redomestication Merger or as soon thereafter as is practicable, Purchaser shall change its corporate name to “Prodigy, Inc.” (the “Name Change”).

2.3 Effect of the Redomestication Merger. At the Redomestication Effective Time, the effect of the Redomestication Merger shall be as provided in this Agreement, the Plan of Merger and the applicable provisions of Delaware Law and BVI Law. Without limiting the generality of the foregoing, and subject thereto, at the Redomestication Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Parent shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Redomestication Surviving Company, which shall include the assumption by the Redomestication Surviving Company of any and all agreements, covenants, duties and obligations of the Parent set forth in this Agreement and as a matter of BVI Law to be performed after the Redomestication Effective Time, and all securities of the Redomestication Surviving Company issued and outstanding as a result of the conversion under Sections 2.6(a) through (d) hereof shall be listed on the public trading market on which the applicable Parent Securities were trading prior to the Redomestication Merger.

2.4 Organizational Documents of the Redomestication Surviving Company. At the Redomestication Effective Time, the certificate of incorporation and bylaws of the Parent as in effect immediately prior to the Redomestication Effective Time shall cease and at that time, or as soon thereafter as is practicable, the Redomestication Surviving Company shall (to the extent not done prior to the

Redomestication Effective Time) adopt the amended and restated memorandum and articles of association in the forms to be determined by the Company after consultation with the Parent (as so amended and restated, the “Amended Purchaser Organizational Documents”).

2.5 Directors and Officers of the Redomestication Surviving Company.

(a) At the Redomestication Effective Time, the directors and officers of Parent shall become the officers and directors of the Redomestication Surviving Company.

(b) The parties shall take all necessary action, including causing the directors of the Purchaser to resign, so that effective as of the Closing, the Purchaser’s board of directors (the “Post-Closing Purchaser Board”) consist of at least five (5) directors who shall be designated by the Company and a majority of whom shall qualify as independent directors under Nasdaq rules. At or prior to the Closing, the Purchaser will provide each director on the Post-Closing Purchaser Board with a customary director indemnification agreement, in form and substance reasonably acceptable to such director.

(c) The Parties shall take all action necessary, including causing the executive officers of the Purchaser to resign, so that the individuals serving as the executive officers of the Purchaser immediately after the Closing will be the same individuals (in the same office) as that of the Company immediately prior to the Closing (unless, with the consent of the Purchaser (not to be unreasonably withheld, delayed or conditioned), the Company desires to appoint another qualified person to any such role, in which case, such other person identified by the Company shall serve in such role).

2.6 Effect on Issued Securities of Parent. By virtue of the Redomestication Merger and without any action on the part of any party or the holders of securities of the Parent, the Purchaser or the Company:

(a) Conversion of Parent Common Stock. At the Redomestication Effective Time, every issued and outstanding share of Parent Common Stock (other than those described in Section 2.6(e) below) shall be converted automatically into one (1) Purchaser Ordinary Share, following which all shares of Parent Common Stock shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist. The holders of certificates previously evidencing Parent Common Stock outstanding immediately prior to the Redomestication Effective Time shall cease to have any rights with respect to such Parent Common Stock, except as provided herein or by Law. Each certificate (if any) previously evidencing Parent Common Stock shall be exchanged for a certificate representing the same number of Purchaser Ordinary Shares upon the surrender of such certificate in accordance with Section 2.7. Each certificate formerly representing Parent Common Stock (other than those described in Section 2.6(e) below) shall thereafter represent only the right to receive the same number of Purchaser Ordinary Share.

(b) Parent Units. At the Redomestication Effective Time, every issued and outstanding Parent Unit shall automatically separate into each’s individual components of one (1) share of Parent Common Stock, one-half (½) of one Parent Public Warrant and one (1) Parent Right, which underlying Parent Securities shall be converted into Purchaser Securities in accordance with the applicable terms of this Section 2.6, following which all Parent Units shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist. The holders of certificates previously evidencing Parent Units outstanding immediately prior to the Redomestication Effective Time shall cease to have any rights with respect to such Parent Units, except as provided herein or by Law.

(c) Parent Rights. At the Redomestication Effective Time, every issued and outstanding Parent Right shall be converted automatically into one (1) Purchaser Right, following which all Parent Rights shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist. The holders of certificates previously evidencing Parent Rights outstanding immediately prior to the Redomestication Effective Time shall cease to have any rights with respect to such Parent Rights, except as provided herein or by Law. Each certificate (if any) formerly representing Parent Rights shall thereafter represent only the right to receive the same number of Purchaser Rights upon the surrender of such certificate in accordance with Section 2.7.

(d) Parent Warrants. At the Redomestication Effective Time, every issued and outstanding one-half (½) of a Parent Public Warrant shall be converted automatically into one-half (½) of a Purchaser Public Warrant, and each issued and outstanding Parent Private Warrant shall be converted automatically into one Purchaser Private Warrant, following which all Parent Warrants shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist. Each Purchaser Public Warrant (or fraction thereof) shall have, and be subject to, substantially the same terms and conditions set forth in the Parent Public Warrants, and each Purchaser Private Warrant shall have, and be subject to, substantially the same terms and conditions set forth in the Parent Private Warrants, except

that in each case they shall represent the right to acquire Purchaser Ordinary Shares in lieu of shares of Parent Common Stock. The holders of certificates previously evidencing Parent Warrants outstanding immediately prior to the Redomestication Effective Time shall cease to have any rights with respect to such Parent Warrants, except as provided herein or by Law. Each certificate previously evidencing Parent Warrants shall be exchanged for a certificate representing the same number and type of Purchaser Warrants upon the surrender of such certificate in accordance with Section 2.7.

(e) Cancellation of Parent Common Stock Owned by Parent. At the Redomestication Effective Time, if there are any shares of Parent Common Stock that are owned by the Parent as treasury shares or any shares of Parent Common Stock owned by any direct or indirect wholly owned subsidiary of the Parent immediately prior to the Redomestication Effective Time, such shares shall be canceled and extinguished without any conversion thereof or payment therefor.

(f) Transfers of Ownership. If any securities of Purchaser are to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the certificate so surrendered will be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer and that the person requesting such exchange will have paid to Purchaser or any agent designated by it any transfer or other Taxes required by reason of the issuance of securities of Purchaser in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of Purchaser or any agent designated by it that such tax has been paid or is not payable.

(g) No Liability. Notwithstanding anything to the contrary in this Section 2.6, none of the Redomestication Surviving Company, Parent or any party hereto shall be liable to any person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

2.7 Surrender of Securities. All securities issued by virtue of the Redomestication Merger for Parent Securities in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such securities, provided that any restrictions on the sale and transfer of Parent Securities shall also apply to the Purchaser Securities so issued in exchange. Each certificate (if any) formerly representing Parent Securities shall be exchanged for a certificate representing the same number and type of Purchaser Securities.

2.8 Lost Stolen or Destroyed Certificates. In the event any certificates shall have been lost, stolen or destroyed, Purchaser shall issue in exchange for such lost, stolen or destroyed certificates or securities, as the case may be, upon the making of an affidavit of that fact by the holder thereof in form and substance reasonably acceptable to the Purchaser; provided, however, that Redomestication Surviving Company may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Redomestication Surviving Company with respect to the certificates alleged to have been lost, stolen or destroyed.

2.9 Section 368 Reorganization. For U.S. Federal income tax purposes, Parent and Purchaser intend that the Redomestication Merger will constitute a transaction that qualifies as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder to which each of Parent and the Purchaser is a party under Section 368(b) of the Code (the “Redomestication Intended Tax Treatment”). Parent and Purchaser hereby (a) adopt, and the Company acknowledges, this Agreement as a “plan of reorganization” within the meaning of Treasury Regulation Section 1.368-2(g), (b) agree to file and retain such information as shall be required under Treasury Regulation Section 1.368-3, and (c) agree to file all Tax and other informational returns on a basis consistent with the Redomestication Intended Tax Treatment. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the parties acknowledge and agree that no party is making any representation or warranty as to the qualification of Redomestication Merger for the Redomestication Intended Tax Treatment or as to the effect, if any, that any transaction consummated on, after or prior to the Redomestication Effective Time has or may have on any such reorganization status. Each of the parties acknowledges and agrees that each (x) has had the opportunity to obtain independent legal and tax advice with respect to the transactions contemplated by this Agreement, and (y) is responsible for paying its own Taxes, including any adverse Tax consequences that may result if the Redomestication Merger is determined not to qualify for the Redomestication Intended Tax Treatment.

2.10 Taking of Necessary Action; Further Action. If, at any time after the Redomestication Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Redomestication Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Parent and the Purchaser, the officers and directors of the Parent and the Purchaser are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

2.11 Agreement of Fair Value. Parent, Purchaser and the Company respectively agree that the consideration payable for the Parent Common Stock represents the fair value of such Parent Common Stock for the purposes of Delaware Law.

ARTICLE III SHARE EXCHANGE; CLOSING

3.1 Exchange of Ordinary Shares. Upon and subject to the terms and conditions set forth in this Agreement, on the Closing Date (as defined in Section 3.2), immediately following the Redomestication Merger (including after the completion of the Name Change and the adoption of the Amended Purchaser Organizational Documents, and in accordance with the applicable Law, the Sellers shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from the Sellers, all of the Company Shares held by the Sellers (collectively, the “Purchased Shares”), free and clear of all Liens (other than potential restrictions on resale under applicable securities Laws, those imposed by the Company’s Organizational Documents and those incurred by the Purchaser).

3.2 Closing. Unless this Agreement is earlier terminated in accordance with Article XII, the consummation of the Share Exchange (the “Closing”) shall take place immediately following the Redomestication Merger (including after the completion of the Name Change and the adoption of the Amended Purchaser Organizational Documents), at the offices of Loeb & Loeb LLP, 345 Park Avenue, New York, New York on a date no later than two (2) Business Days after the satisfaction or waiver of all the conditions set forth in Article X, or at such other place and time as the Company and the Purchaser Parties may mutually agree upon. The parties may participate in the Closing via electronic means. The date on which the Closing actually occurs is hereinafter referred to as the “Closing Date”.

3.3 Termination of Certain Agreements. The Company and the Sellers hereby agree that, effective at the Closing, other than any Additional Agreements, (a) any shareholders, voting or similar agreement among the Company and any of the Sellers or among the Sellers with respect to the Company’s capital shares, and (b) any registration rights agreement between the Company and its shareholders, in each case of clauses (a) and (b), shall automatically, and without any further action by any of the parties, terminate in full and become null and void and of no further force and effect. Further, each Seller and the Company hereby waive any obligations of the parties under the Company’s Organizational Documents or any agreement described in clause (a) or (b) of this Section 3.3 with respect to the transactions contemplated by this Agreement and the Additional Agreements, and any failure of the parties to comply with the terms thereof in connection with the transactions contemplated by this Agreement and the Additional Agreements.

3.4 Conversion of Purchaser Rights. At the Closing, without any action on the part of any party or the holders of securities of the Purchaser or the Company, each holder of Purchaser Rights issued and outstanding immediately prior to the Closing will automatically receive one (1) Purchaser Ordinary Share in exchange for the cancellation of each ten (10) Purchaser Rights owned by such holder; provided that no fractional Purchaser Ordinary Shares will be issued for Purchaser Rights and all fractional Purchaser Ordinary Shares will be rounded down to the nearest whole share.

3.5 Exchange Consideration.

(a) Subject to and upon the terms and conditions of this Agreement, at the Closing, in full payment for the Purchased Shares in the Share Exchange, each Seller shall be entitled to receive from Purchaser, and the Purchaser shall issue to such Seller, for each Purchased Share, without interest, a number of the Exchange Consideration Shares that is equal to the Exchange Ratio (the “Exchange Consideration”), subject to the withholding of such Seller’s Pro Rata Share of the Earnout Shares in accordance with Section 3.6 below. For avoidance of any doubt, after the Closing, each Seller will cease to have any rights with respect to the Company Shares, except the right to receive the Exchange Consideration (subject to the withholding of the Earnout Shares). Notwithstanding anything to the contrary contained herein, no fraction of a Purchaser Ordinary Share will be issued by Purchaser to a Seller by virtue of this Agreement or the transactions contemplated hereby, and each Seller who would otherwise be entitled to a fraction of a Purchaser Ordinary Share (after

aggregating all fractional Purchaser Ordinary Shares that would otherwise be received by such Seller) shall instead have the number of Purchaser Ordinary Shares issued to such Seller rounded up or down in the aggregate to the nearest whole Purchaser Ordinary Share. For the avoidance of doubt, no holder of Company Shares will receive any consideration under or in connection with this Agreement unless they are Sellers hereunder, either as a Signing Seller or as a Joining Seller, and then only with respect to the issued and outstanding Company Shares that they own.

(b) At the Closing, the Purchaser shall cause the Exchange Consideration to be issued to the Sellers in exchange for their Company Shares based on the Conversion Ratio (subject to the withholding of each Seller's pro rata portion of the Earnout Shares in accordance with Section 3.6 below).

(c) At the Closing, each Seller will deliver to the Purchaser the duly executed share transfer form in respect of its Company Shares, and the certificate(s), if any, representing Company Shares ("Company Certificates"), and the Company shall simultaneously deliver a certified copy of the minutes of a meeting or resolutions of its directors approving the registration of such transfers of the Company Shares in favor of the Purchaser or as may otherwise be provided and such other matters as may be agreed beforehand by the Company and Parent. In the event any Company Certificates shall have been lost, stolen or destroyed, the Purchaser shall cause to be issued in exchange for such lost, stolen or destroyed Company Certificates and for each such share, upon the making of an affidavit of that fact by the holder thereof in form and substance reasonably acceptable to the Purchaser; provided, however, that Purchaser may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against Purchaser with respect to the certificates alleged to have been lost, stolen or destroyed.

(d) Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Closing, any change in the outstanding securities of the Purchaser Ordinary Shares shall occur (other than the issuance of additional shares of capital stock of Purchaser as permitted by this Agreement), including by reason of any reclassification, recapitalization, stock split (including a reverse stock split), or combination, exchange, readjustment of shares, or similar transaction, or any stock dividend or distribution paid in stock, the Exchange Consideration Shares, Exchange Ratio and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change; provided, however, that this sentence shall not be construed to permit Purchaser to take any action with respect to its securities that is prohibited by the terms of this Agreement.

3.6 Earnout.

(a) Twelve and one-half percent (12.5%) of the Purchaser Ordinary Shares to be issued by Purchaser to the Sellers as Exchange Consideration in the Share Exchange (such Purchaser Ordinary Shares, subject to equitable adjustment for share splits, share dividends, combinations, recapitalizations and the like after the Closing, including to account for any Equity Securities into which such shares are exchanged or converted, and together with the Earnout Earnings thereof, the "Earnout Shares") (which if all Shareholders become Sellers, would be an aggregate of two million (2,000,000) Purchaser Ordinary Shares), allocated among the Sellers pro rata based on their respective Pro Rata Shares, shall be placed in escrow pursuant to Section 3.6(b) hereof and each Seller shall have the right to receive its Pro Rata Share of such Earnout Shares in accordance with the terms of this Section 3.6. All of the Earnout Shares shall vest and be payable from the Escrow Account to the Sellers in accordance with their respective Pro Rata Shares in the event that the consolidated gross revenues of Purchaser and its Subsidiaries (including the Company Group) during the three (3) fiscal quarter period beginning on October 1, 2024 (the "Earnout Period"), as reported in the Purchaser's quarterly reports on Form 10-Q and/or annual report on Form 10-K as filed with the SEC (the "Gross Revenues"), equals or exceeds Fifteen Million U.S. Dollars (\$15,000,000) (the "Full Earnout Target"). In the event that the Gross Revenues are less than the Full Earnout Target, but greater than Seven Million Five Hundred Thousand U.S. Dollars (\$7,500,000) (the "Minimum Earnout Target"), a fraction of the Earnout Shares, expressed as a percentage, equal to (i) (A) the Gross Revenues minus (B) the Minimum Earnout Target, divided by (ii) (A) the Full Earnout Target less (B) the Minimum Earnout Target shall vest and be payable from the Escrow Account to the Sellers in accordance with their respective Pro Rata Shares. Any Earnout Shares that do not vest pursuant to this Section 3.6(a) based on the Gross Revenues (the "Surrendered Earnout Shares") shall be surrendered by the Sellers (based on their respective Pro Rata Shares) to the Purchaser, and the Purchaser shall promptly cancel any such Surrendered Earnout Shares that it so receives. The Purchaser hereby agrees that during the Earnout Period, it will (i) not change its fiscal quarter from a calendar quarter, and (ii) report its consolidated revenues and other financial information in U.S. dollars and in accordance with U.S. GAAP. For the avoidance of doubt, the Gross Revenues will include the revenues generated during the Earnout Period (in accordance with U.S. GAAP) by any entities, businesses or assets acquired by the Purchaser or its Subsidiaries after the Closing.

(b) At or prior to the Closing, Purchaser and Continental Stock Transfer & Trust Company (or such other escrow agent mutually acceptable to Parent and the Company), as escrow agent (the “Escrow Agent”), shall enter into an Escrow Agreement, effective as of the Closing, in form and substance reasonably satisfactory to Parent and the Company (the “Escrow Agreement”), pursuant to which the Purchaser shall issue the Earnout Shares in the name of the Sellers and shall deposit such Earnout Shares with the Escrow Agent to be held, along with any Earnout Earnings thereon, in a segregated escrow account (the “Escrow Account”) and disbursed therefrom in accordance with the terms of this Section 3.6 and the Escrow Agreement. The Sellers shall be shown as registered owners of the escrowed Earnout Shares on the books and records of Purchaser, and shall be entitled to exercise voting rights with respect to such escrowed Earnout Shares, but any Earnout Earnings on the Earnout Shares while in the Escrow Account shall be deposited into and retained in the Escrow Account until disbursed therefrom in accordance with the terms of this Section 3.6 and the Escrow Agreement. Any Earnout Shares (including any Earnout Earnings thereon) that are disbursed to Sellers in accordance with the terms of this Section 3.6 and the Escrow Agreement shall also be allocated amongst them based on their respective Pro Rata Shares. If the Earnout Shares are not all uniformly the same type or form of securities, properties or assets, each type or form of securities, properties or assets will be allocated (i) between the vested Earnout Shares and the Surrendered Earnout Shares pro rata based on the percentage of Earnout Shares that have become vested, and (ii) amongst the Sellers pro rata based on their respective Pro Rata Shares. Within ten (10) Business Days after a determination in accordance with Section 3.6(c) below of the amount (if any) of any Earnout Shares that (i) have vested and are payable from the Escrow Account to the Sellers, the Purchaser shall provide written instructions to the Escrow Agent to disburse the applicable Earnout Shares to the Sellers (based on their respective Pro Rata Shares), or (ii) are Surrendered Earnout Shares, the Purchaser shall provide written instructions to the Escrow Agent to disburse the applicable Earnout Shares to the Purchaser. The Purchaser shall promptly cancel any Surrendered Earnout Shares that it receives from the Escrow Account.

(c) As soon as practicable (but in any event within ten (10) Business Days) after the Purchaser’s quarterly report on Form 10-Q or annual report on Form 10-K covering the last fiscal quarter of the Earnout Period is filed with the SEC, the Purchaser’s Chief Financial Officer (the “CFO”) will prepare and deliver to the Board of Directors of the Purchaser (the “Purchaser Board”), with a copy to the Escrow Agent, a written statement (the “Earnout Statement”) that sets forth the CFO’s determination in accordance with the terms of this Section 3.6 of the Gross Revenue and the percentage of Earnout Shares, if any, that have vested and are payable from the Earnout Account to the Sellers. The Purchaser Board (together with any advisors as determined appropriate by the Purchaser Board) will promptly after its receipt thereof review the Earnout Statement and discuss any questions or concerns that they may have regarding the Earnout Statement with the CFO and related personnel and advisors of the Purchaser and its Subsidiaries, and the Purchaser and its Subsidiaries shall provide reasonable cooperation in connection therewith. As soon as practicable (but in any event within twenty (20) Business Days) after the Purchaser Board receives the Earnout Statement, the disinterested independent directors on the Purchaser Board (i.e., independent directors that do not directly or indirectly have a right to receive any Earnout Shares) (the “Disinterested Directors”) shall make a reasonable good faith determination (by a majority of Disinterested Directors) in accordance with the terms of this Section 3.6 of the Gross Revenue and the percentage of Earnout Shares that have vested and are payable from the Earnout Account to the Sellers. Any such reasonable good faith determination by a majority of Disinterested Directors pursuant to this Section 3.6(c) will be final, conclusive, non-appealable and binding for all purposes hereunder (other than for manifest error).

3.7 Withholding. Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as are required to be deducted or withheld with respect to the making of such payment under the Code, or under any provision of state, local or non-U.S. Tax Law (provided, that the Purchaser will use its commercially reasonable efforts to cooperate in good faith to reduce or eliminate any such requirement to deduct or withhold to the extent permitted by law, including providing any such Person a reasonable opportunity to provide documentation establishing exemptions from or reductions of such withholdings). To the extent that amounts are so deducted, withheld and timely paid over to the appropriate Taxing Authority in accordance with applicable Law, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, severally and not jointly, hereby represents and warrants to the Purchaser Parties, that, except as set forth in the Company Disclosure Schedules, each of the following representations and warranties is true, correct and complete as of the date of this Agreement (or with respect to a Joining Seller, as of the date such Person became a Joining Seller) and as of the Closing Date (or, if such representations and warranties are made with respect to a certain date, as of such date).

4.1 Organization and Standing. Such Seller, if not an individual person, is an entity duly organized, validly existing and in good standing (to the extent that the concept of “good standing” is applicable in the case of any jurisdiction outside the United States) under the Laws of the jurisdiction of its formation, and has all requisite entity power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

4.2 Authorization. The execution, delivery and performance by such Seller of this Agreement and the Additional Agreements to which it is a party and the consummation by such Seller of the transactions contemplated hereby and thereby are within the powers of such Seller and have been duly authorized by all necessary action on the part of such Seller. This Agreement constitutes, and, upon their execution and delivery, each of the Additional Agreements to which such Seller is a party will constitute, a valid and legally binding agreement of such Seller enforceable against such Seller in accordance with their respective terms subject to Creditors’ Rights.

4.3 Governmental Authorization. Neither the execution, delivery nor performance by such Seller of this Agreement or any Additional Agreements to which it is a party requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with, any Authority other than (a) compliance with any applicable requirements of any Antitrust Laws, (b) compliance with any applicable requirements of the Exchange Act or the Securities Act, and/or any state “blue sky” securities Laws, and the rules and regulations thereunder, (c) the appropriate filings and approvals under the rules of Nasdaq, (d) any other filings as expressly contemplated by this Agreement, and (e) other actions or filings the absence or omission of which would not, individually or in the aggregate be reasonably expected to have a Company Material Adverse Effect with respect to such Seller.

4.4 Non-Contravention. None of the execution, delivery or performance by such Seller of this Agreement or any Additional Agreements to which it is a party does or will (a) if such Seller is an entity, contravene or conflict with the Organizational Documents of such Seller, (b) assuming all of the approvals of Authorities referred to in Section 4.3 are obtained, and any applicable waiting periods referred to herein have expired, violate any provision of any Law or Order binding upon or applicable to such Seller, (c) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of such Seller or require any payment or reimbursement or to a loss of any material benefit to which such Seller is entitled under any provision of any permit, Contract or other instrument or obligations binding upon such Seller or by which any of such Seller’s Purchased Shares, or any of such Seller’s assets is or may be bound, or (d) result in the creation or imposition of any Lien (except for Permitted Liens) on any of such Seller’s Purchased Shares or any of such Purchaser’s material assets, other than, in the cases of clauses (a) to (d), as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect with respect to such Seller.

4.5 Ownership. Such Seller owns valid title to the Purchased Shares set forth opposite such Seller’s name on Annex I hereto, free and clear of any and all Liens (other than those imposed by (a) applicable securities Laws or (b) the Company’s Organizational Documents and, in the case of clause (b), as further specified in Schedule 4.5 of the Company Disclosure Schedules). There are no proxies, voting rights, shareholders’ agreements or other agreements or understandings, to which such Seller is a party or by which such Seller is bound, with respect to the voting or transfer of any of such Seller’s Purchased Shares other than this Agreement or the Additional Agreements to which such Seller is a party. Upon delivery of such Seller’s Purchased Shares to the Purchaser on the Closing Date in accordance with this Agreement, the entire legal and beneficial interest in such Purchased Shares and valid title to such Purchased Shares, free and clear of all Liens (other than those imposed by applicable securities Laws, the Company’s Organizational Documents or those incurred by the Purchaser), will pass to the Purchaser.

4.6 Litigation. As of the date of this Agreement, there is no Action (or, to such Seller’s knowledge, any reasonable basis therefor) pending against, or to the knowledge of such Seller, threatened against, such Seller by or before any Authority which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby or by the Additional Agreements, in each case, other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect with respect to such Seller.

4.7 Finders' Fees. With respect to the transactions contemplated by this Agreement, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of such Seller who is entitled to any fee or commission from the Parent, Purchaser or any of its Subsidiaries (including the Company Group following the Closing) upon consummation of the transactions contemplated by this Agreement.

4.8 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO ANY PURCHASER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS Article IV, AS QUALIFIED BY THE COMPANY DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, NO SELLER, NOR ANY AFFILIATE OF ANY SELLER, NOR ANY OTHER PERSON MAKES, AND EACH SELLER EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING AS TO ANY MATERIALS RELATING TO THE BUSINESS AND AFFAIRS OR HOLDINGS OF SUCH SELLER OR ITS AFFILIATES THAT HAVE BEEN MADE AVAILABLE TO ANY PURCHASER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OR IN ANY PRESENTATION OF THE BUSINESS AND AFFAIRS OF SUCH SELLER BY SUCH SELLER OR OTHERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ADDITIONAL AGREEMENTS, AND NO STATEMENT CONTAINED IN ANY OF SUCH MATERIALS OR MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE OR DEEMED TO BE RELIED UPON BY A PURCHASER PARTY OR ANY AFFILIATE THEREOF OR ANY OTHER PARTY HERETO IN EXECUTING, DELIVERING AND PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS Article IV, AS QUALIFIED BY THE COMPANY DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, IT IS UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS OR OTHER PREDICTIONS, ANY DATA, ANY FINANCIAL INFORMATION OR ANY MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS, INCLUDING ANY OFFERING MEMORANDUM OR SIMILAR MATERIALS MADE AVAILABLE BY A SELLER ARE NOT AND SHALL NOT BE DEEMED TO BE OR TO INCLUDE REPRESENTATIONS OR WARRANTIES OF SUCH SELLER, ANY AFFILIATE OF SUCH SELLER, NOR ANY OTHER PERSON, AND ARE NOT AND SHALL NOT BE DEEMED TO BE RELIED UPON BY ANY OF THE PURCHASER PARTIES OR ANY AFFILIATE THEREOF OR ANY OTHER PARTY HERETO IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Parent and the Purchaser (collectively, the "Purchaser Parties") that, except as set forth in the Company Disclosure Schedules, each of the following representations and warranties is true, correct and complete as of the date of this Agreement and as of the Closing Date (or, if such representations and warranties are made with respect to a certain date, as of such date). The parties hereto agree that any reference in a particular Section in the disclosure Schedules delivered by the Company or a Seller to the Purchaser Parties (the "Company Disclosure Schedules") shall be deemed to be an exception to the representations and warranties of the Company that are contained in the corresponding Section of this Article V or of a Seller that are contained in the corresponding Section of Article IV; provided that where it is apparent on the face of a disclosure under a particular Section of any Schedule that such disclosure is, or may be reasonably determined to be, relevant to the matters described under any other Sections of this Agreement, such disclosure shall also be deemed to be relevant to such other Sections. For the avoidance of doubt, unless the context otherwise required, the below representations and warranties relate to the Company on a consolidated basis with its Subsidiaries.

5.1 Corporate Existence and Power. The Company is a company duly incorporated, validly existing and in good standing under the Laws of the British Virgin Islands and its Subsidiaries are duly organized, validly existing and in good standing (to the extent that

such concept applies) under the laws of the jurisdiction in which they were formed. Each member of the Company Group has all requisite power and authority, corporate and otherwise, and all governmental licenses, franchises, Permits, authorizations, consents and approvals necessary and required to own and operate its properties and assets and to carry on the Business as presently conducted by the Company Group, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect. Each member of the Company Group is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of the Business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Company Material Adverse Effect. Schedule 5.1 of the Company Disclosure Schedules lists all jurisdiction in which any member of the Company Group is qualified to conduct the business.

5.2 Authorization. The execution, delivery and performance by the Company of this Agreement and the Additional Agreements to which it is a party and the consummation by the Company of the transactions contemplated hereby and thereby are within the corporate powers of the Company and have been duly authorized by all necessary action on the part of the Company, subject to the authorization and approval of this Agreement, the Additional Agreements to which the Company is a party and the transactions contemplated hereby and thereby by the affirmative vote or consent of holders of Company Shares representing the vote of the holders of Company Shares as required by the Company's Organizational Documents (the "Requisite Company Vote"). Subject to the Requisite Company Vote, this Agreement constitutes, and, upon their execution and delivery, each of the Additional Agreements to which the Company is a party will constitute, a valid and legally binding agreement of the Company enforceable against the Company in accordance with their respective terms subject to Creditors' Rights.

5.3 Governmental Authorization. Neither the execution, delivery nor performance by the Company of this Agreement or any Additional Agreements to which it is a party requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with, any Authority other than (a) compliance with any applicable requirements of any Antitrust Laws, (b) compliance with any applicable requirements of the Exchange Act or the Securities Act, and/or any state "blue sky" securities Laws, and the rules and regulations thereunder, (c) the appropriate filings and approvals under the rules of Nasdaq, (d) any other filings as expressly contemplated by this Agreement, and (e) other actions or filings the absence or omission of which would not, individually or in the aggregate be reasonably expected to have a Company Material Adverse Effect.

5.4 Non-Contravention. None of the execution, delivery or performance by the Company of this Agreement or any Additional Agreements to which it is a party does or will (a) assuming the Requisite Company Vote is obtained, contravene or conflict with the Organizational Documents of the Company, (b) assuming all of the approvals of Authorities referred to in Section 5.3 are obtained, and any applicable waiting periods referred to herein have expired, violate any provision of any Law or Order binding upon or applicable to the Company Group, (c) except for the Contracts listed on Schedule 5.10 of the Company Disclosure Schedules requiring Company Group Consents (but only as to the need to obtain such Company Group Consents), constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Company Group or require any payment or reimbursement or to a loss of any material benefit relating to the Business to which the Company Group is entitled under any provision of any Permit, Contract or other instrument or obligations binding upon the Company Group or by which any of the Company Shares, or any of the Company Group's assets is or may be bound, or (d) result in the creation or imposition of any Lien (except for Permitted Liens) on any of the Company Shares or any of the Company Group's material assets, other than, in the cases of clauses (a) to (d), as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect.

5.5 Capital Structure.

(a) As of the date of this Agreement, the Company has unlimited authorized number of shares, of which 3,232,272 Company Shares are issued and outstanding. As of the date of this Agreement, (i) no Company Share is held in its treasury, (ii) all of the issued and outstanding Company Shares have been duly authorized and validly issued, are fully paid and non-assessable (to the extent applicable), and, except as set forth in the Company's Organizational Documents, are not subject to any preemptive rights or have been issued in violation of any preemptive or similar rights of any Person, and (iii) all of the issued and outstanding Company Shares are owned legally and of record by the Persons set forth on Annex I hereto. As of the date of this Agreement, other than the Company Shares, no other ordinary shares or other class of share capital of the Company is authorized or issued or outstanding.

(b) As of the date of this Agreement, there are no: (i) outstanding Company Share Rights; or (ii) outstanding subscriptions, options, warrants, rights (including phantom stock rights), calls, commitments, understandings, conversion rights, rights of exchange, plans or other agreements of any kind providing for the purchase, issuance or sale of any share of the Company.

5.6 Charter Documents. Copies of the Organizational Documents of each member of the Company Group have heretofore been made available to the Parent, and such copies are each true and complete copies in all material respects of such instruments as amended and in effect on the date hereof. Each member of the Company Group has not taken any action in violation of its Organizational Documents, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect.

5.7 Corporate Records. All proceedings of the board of directors occurring since the date of the Company's formation, including committees thereof, and all consents to actions taken thereby, are maintained in the ordinary course consistent with past practice in all material respects. The register of members or the equivalent documents of the Company Group are complete and accurate in all material respects. The (a) current register of members or the equivalent documents and (b) minute book records of the Company Group relating to all issuances and transfers of Company Shares and of all other shares by the Company Group have been made available to the Parent, and are true, correct and complete in all material respects.

5.8 Assumed Names. Since the date of the Company's formation, none of the Company Group has used any other name to conduct the Business. The Company Group has filed appropriate "doing business as" certificates in all applicable jurisdictions with respect to itself.

5.9 Subsidiaries. Schedule 5.9 of the Company Disclosure Schedules sets forth the name of each Subsidiary of the Company, and with respect to each Subsidiary, its jurisdiction of organization, its authorized shares or other equity interests (if applicable), and the number of issued and outstanding shares or other Equity Securities and the record holders thereof. Other than as set forth on Schedule 5.9 of the Company Disclosure Schedules, (i) all of the outstanding Equity Securities of each Subsidiary of the Company are duly authorized and validly issued, duly registered and non-assessable (if applicable), were offered, sold and delivered in material compliance with all applicable securities Laws, and are owned by the Company or one of its Subsidiaries free and clear of all Liens (other than those, if any, imposed by such Subsidiary's Organizational Documents or applicable securities Laws); (ii) there are no Contracts to which the Company or any of its Affiliates is a party or bound with respect to the voting (including voting trusts or proxies) of the shares or other equity interests of any Subsidiary of the Company other than the Organizational Documents of any such Subsidiary; (iii) there are no outstanding or authorized options, warrants, rights, agreements, subscriptions, convertible securities or commitments to which any Subsidiary of the Company is a party or which are binding upon any Subsidiary of the Company providing for the issuance or redemption of any shares or other Equity Securities in or of any Subsidiary of the Company; (iv) there are no outstanding equity appreciation, phantom equity, profit participation or similar rights granted by any Subsidiary of the Company; (v) no Subsidiary of the Company has any limitation on its ability to make any distributions or dividends to its equity holders by Contract or by applicable Law; (vi) the Company does not own or have any rights to acquire, directly or indirectly, any shares or other equity interests in or of, and the Company does not otherwise Control, any Person; (vii) none of the Company or its Subsidiaries is a participant in any joint venture, partnership or similar arrangement, and (viii) there are no outstanding contractual obligations of the Company or its Subsidiaries to provide funds to, or make any loan or capital contribution to, any other Person.

5.10 Consents. The Contracts listed on Schedule 5.10 of the Company Disclosure Schedules are the only Contracts binding upon the Company Group or by which any of the Company Shares, or any of the Company Group's assets are bound, requiring a consent, approval, authorization, order or other action of or filing with any Person as a result of the execution, delivery and performance of this Agreement or any of the Additional Agreements or the consummation of the transactions contemplated hereby or thereby (each of the foregoing, a "Company Group Consent"), in each case, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect.

5.11 Financial Statements.

(a) Schedule 5.11 of the Company Disclosure Schedules includes (i) the unaudited consolidated financial statements of AgileAlgo as of and for the fiscal years ended September 30, 2021 and September 30, 2022, consisting of the unaudited consolidated balance sheets as of such dates, the unaudited consolidated income statements for the twelve (12) month periods ended on such dates, and the unaudited consolidated cash flow statements for the twelve (12) month periods ended on such dates and (ii) the unaudited consolidated

financial statements of AgileAlgo as of and for the nine (9) month period ended June 30, 2023 (the “Balance Sheet Date”) (which financial statements have not been reviewed by an auditor), consisting of the unaudited consolidated balance sheets as of such date (the “Company Balance Sheet”), the unaudited consolidated income statement for the nine (9) month periods ended on such date, and the unaudited consolidated cash flow statements for the nine (9) month periods ended on such date (collectively, with the PCAOB Company Financials when delivered in accordance with Section 8.1(a), the “Financial Statements”).

(b) The Financial Statements are complete, accurate and fairly present in all material respects, in conformity with its applicable accounting standards applied on a consistent basis in all material respects (except that the unaudited statements exclude the footnote disclosures and other presentation items required for U.S. GAAP and exclude year-end adjustments), the consolidated financial position of the Company and its Subsidiaries as of the dates thereof and the results of operations of the Company and its Subsidiaries for the periods reflected therein. The Financial Statements (except that the unaudited statements exclude the footnote disclosures and other presentation items required for U.S. GAAP and exclude year-end adjustments) (i) were prepared from the Books and Records of the Company Group; (ii) were prepared on an accrual basis in accordance with its applicable accounting standards consistently applied in all material respects; (iii) contain and reflect substantially all necessary adjustments and accruals for a fair presentation of the Company Group’s financial condition as of their dates including for all warranty, maintenance, service and indemnification obligations; and (iv) contain and reflect adequate provisions for all material Liabilities and for all material Taxes applicable to the Company Group with respect to the periods then ended, in each case, in accordance with the requirements of U.S. GAAP.

(c) Except as specifically disclosed, reflected or reserved against on the Company Balance Sheet, and for liabilities and obligations of a similar nature and in similar amounts incurred in the ordinary course of business since the Balance Sheet Date, as of the date of this Agreement there are no material liabilities or debts of any nature (whether accrued, fixed or contingent, liquidated or unliquidated, asserted or unassisted or otherwise) of a type required to be reflected on a balance sheet prepared in accordance with U.S. GAAP or the footnotes thereto, relating to the Company Group. All material debts and liabilities, fixed or contingent, which should be included under U.S. GAAP on the Company Balance Sheet, are included therein or in the notes thereof.

(d) The Company Balance Sheet included in the Financial Statements accurately reflects in all material respects the outstanding Indebtedness of the Company Group as of the respective dates thereof. Except as set forth on Schedule 5.11(d) of the Company Disclosure Schedules, as of the date of this Agreement, the Company Group does not have any Indebtedness.

(e) When delivered in accordance with Section 8.1(a), (i) the PCAOB Company Financials will have been prepared from the Books and Records of the Company Group in accordance with U.S. GAAP applied on a consistent basis throughout the periods indicated (except as may be specifically indicated in the notes thereto), (ii) the PCAOB Audited Company Financials will have been audited in accordance with the standards of the PCAOB and contain a report of the Company’s auditor and (iii) the PCAOB Company Financials will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of date of delivery (including Regulation S-X or Regulation S-K, as applicable).

5.12 Books and Records.

(a) All Material Contracts, documents, and other papers or copies thereof delivered to the Parent by or on behalf of the Company Group are accurate, complete, and authentic in all material respects.

(b) The Books and Records accurately and fairly, in all material respects, reflect the transactions and dispositions of assets of and the providing of services by each member of the Company Group. The Company Group maintains a system of internal accounting controls that are designed to provide, in all material respects, reasonable assurance that: (i) transactions are executed only in accordance with the respective management’s authorization; and (ii) transactions are recorded as necessary to permit preparation of the Financial Statements and to maintain accountability for the Company Group’s assets.

(c) All accounts, books and ledgers of the Company Group that form the basis of the Financial Statements have been properly and accurately kept and completed in all material respects.

5.13 Absence of Certain Changes. Since the Balance Sheet Date to the date of this Agreement, the Company Group has conducted the Business in the ordinary course consistent with past practices in all material respects. Without limiting the generality of the foregoing, except as set forth on Schedule 5.13 of the Company Disclosure Schedules, since the Balance Sheet Date to the date of this Agreement, there has not been:

- (a) any Company Material Adverse Effect with respect to the Company Group;
 - (b) any material transaction, Contract or commitment made by the Company Group relating to the Business, any of the Company Group's assets (including the acquisition or disposition of any assets) or any relinquishment by the Company Group of any Contract or other right, in any case, other than transactions and commitments in the ordinary course of business consistent in all material respects, including kind and amount, with past practices and those contemplated by this Agreement;
 - (c) (c)(i) any redemption of, declaration, setting aside or payment of any dividend or other distribution with respect to any capital stock or share capital or other Equity Securities of the Company Group; (ii) any issuance by the Company Group of shares or of shares of capital stock or other Equity Securities of the Company Group, or (iii) any repurchase, redemption or other acquisition, or any amendment of any term, by the Company Group of any outstanding shares or shares of capital stock or other Equity Securities;
 - (d) (d)(i) any creation or other incurrence of any Lien other than Permitted Liens on the Company Shares or any of the Company Group's material assets, or (ii) any making of any loan, advance or capital contributions to or investment in any Person by the Company Group, in each case, other than in the ordinary course of business consistent with past practice of the Company Group;
 - (e) any material Tangible Personal Property damage, destruction or casualty loss in excess of \$50,000 not covered by insurance affecting the business or assets of the Company Group;
 - (f) any material labor dispute, other than routine individual grievances, or any material activity or proceeding by a labor union or representative thereof to organize any employees of the Company Group, which employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to any employees of the Company Group;
 - (g) any sale, transfer, lease to others or other disposition of any of its material assets by the Company Group except for inventory, licenses or services sold in the ordinary course of business consistent with past practices or immaterial amounts of other Tangible Personal Property not required by its business;
 - (h) (h)(i) any material amendment to or termination of any Material Contract, (ii) any amendment to any material license or material Permit from any Authority held by the Company Group, (iii) any receipt of any notice of termination of any of the items referenced in (i) or (ii); or (iv) a material default by the Company Group under any Material Contract, or any material license or material Permit from any Authority held by the Company Group, other than in the cases of each of clauses (i) through (iv), as provided for in this Agreement or in connection with the transactions contemplated hereunder or as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect;
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- (i) other than in the ordinary course of business, any capital expenditure by the Company Group in excess in any fiscal month of \$25,000 per one transaction or entering into any lease of capital equipment or property under which the annual lease charges exceed \$100,000 in the aggregate by the Company Group;
 - (j) any institution of litigation, settlement or agreement to settle any litigation, action, proceeding or investigation before any court or Authority relating to the Company Group or its property or suffering of any actual litigation, action, proceeding or investigation before any court or Authority relating to the Company Group or its property, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect;
 - (k) any loan of any monies to any Person or guarantee of any obligations of any Person by the Company Group, in excess of \$25,000, other than accounts payable and accrued liabilities in the ordinary course of business consistent with past business;

(l) except as required by U.S. GAAP, any material change in the accounting methods or practices (including, any change in depreciation or amortization policies or rates) of the Company Group or any material revaluation of any of the assets of the Company Group;

(m) any material amendment to the Company Group's Organizational Documents, or any engagement by the Company Group in any merger, consolidation, reorganization, reclassification, liquidation, dissolution or similar transaction, other than as provided for in this Agreement or in connection with the transactions contemplated hereunder;

(n) any acquisition of material assets (other than acquisitions of inventory in the ordinary course of business consistent with past practice) or business of any Person, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect;

(o) any material Tax election made by the Company Group outside of the ordinary course of business consistent with past practice, or any material Tax election changed or revoked by the Company Group; any material claim, notice, audit report or assessment in respect of Taxes settled or compromised by the Company Group; any annual Tax accounting period for any material Taxes changed by the Company Group; any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax (other than an ordinary commercial agreement the principal purpose of which does not relate to Taxes) entered into by the Company Group; or any right to claim a material Tax refund surrendered by the Company Group; or

(p) any undertaking of any legally binding obligation to do any of the foregoing.

5.14 Properties; Title to the Company Group's Assets.

(a) The material items of Tangible Personal Property have no defects, are in good operating condition and repair and function in accordance with their intended uses (ordinary wear and tear excepted) and have been properly maintained, and are suitable for their present uses and meet all specifications and warranty requirements with respect thereto, in each case, other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect. All of the material Tangible Personal Property is in the control of the Company Group or their respective officers, directors, employees or consultants.

(b) Except with respect to Intellectual Property Rights, (i) the Company Group has good, valid and marketable title in and to, or in the case of the assets which are leased or licensed pursuant to Contracts, a valid leasehold interest or license in or a right to use, all of their assets reflected on the Company Balance Sheet or acquired after Balance Sheet Date, other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, (ii) other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect, no such asset is subject to any Liens other than Permitted Liens, and (iii) other than as would not be reasonably expected to, individually or in the aggregate, have a Company Material Adverse Effect, the Company Group's assets constitute all of the assets of any kind or description whatsoever, including goodwill, for the Company Group to operate the Business immediately after the Closing in the same manner as the Business is currently being conducted.

5.15 Litigation. As of the date of this Agreement, there is no Action (or, to the Company's knowledge, any reasonable basis therefor) pending against, or to the knowledge of the Company, threatened against, the Company Group or any of its officers or directors, the Business or any Company Shares, or any of the Company Group's assets by or before any Authority or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby or by the Additional Agreements, in each case, other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. There are no outstanding judgments against the Company Group that would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. Each member of the Company Group is not, and has not been in the past two (2) years, subject to any proceeding with any Authority, other than as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

5.16 Contracts.

(a) Schedule 5.16(a) of the Company Disclosure Schedules lists all material Contracts (collectively, the "Material Contracts") to which the Company Group is a party and which are currently in effect and constitute the following:

(i) each Contract that requires annual payments or expenses by, or annual payments or income to, the Company Group of \$100,000 or more (other than standard purchase and sale orders entered into in the ordinary course of business consistent with past practice);

(ii) each sales, advertising, agency, lobbying, broker, sales promotion, market research, marketing or similar contract and agreement requiring the payment of any commissions by the Company Group in excess of \$75,000 annually;

(iii) each employment Contract, employee leasing Contract, and consultant and sales representative Contract with any current or former officer, director, employee or individual consultant of the Company Group or other Person, under which the Company Group (A) has continuing obligations for payment of annual compensation of at least \$150,000 (other than oral arrangements for at-will employment), (B) has material severance or post termination obligations to such Person (other than COBRA obligations or other obligations required by applicable Law), or (C) has an obligation to make a material payment upon consummation of the transactions contemplated hereby or as a result of a change of control of the Company Group;

(iv) each Contract creating a material joint venture, strategic alliance, limited liability company and partnership agreement to which the Company Group is a party;

(v) each Contract relating to any material acquisitions or dispositions of assets by the Company Group in excess of \$50,000;

(vi) each Contract for a material licensing agreement for material Intellectual Property Rights (including the nature of the use of said Intellectual Property Right), other than (i) "shrink wrap," off-the-shelf, or other publicly or commercially available licenses, and (ii) non-exclusive licenses granted in the ordinary course of business;

(vii) each Contract relating to secrecy, confidentiality and nondisclosure obligations that restrict the conduct of the Company Group in any material respect (except for such Contracts entered into in the ordinary course of business) or substantially limit the freedom of the Company Group to compete in any line of business or with any Person or in any geographic area;

(viii) each Contract providing for material guarantees, indemnification arrangements and other hold harmless arrangements made or provided by the Company Group to a third party other than any indemnity or similar provisions incidental to any Contract entered into by the Company Group in the ordinary course of business;

(ix) each Contract to which any Company Insider is a party (other than those addressed in clause (iii) above);

(x) each Contract relating to tangible property or tangible assets (whether real or personal) in which the Company Group holds a leasehold interest, and which involves payments to the lessor thereunder in excess of \$50,000 per year;

(xi) each Contract relating to outstanding Indebtedness, including financial instruments of indenture or security instruments (typically interest-bearing) such as notes, mortgages, loans and lines of credit, except any such Contract with an aggregate outstanding principal amount not exceeding \$10,000;

(xii) each Contract relating to any of the Company Shares or the voting or control of the Equity Securities of the Company Group or the election of directors of the Company (other than the Shareholder Support Agreements and the Organizational Documents of the Company Group), including any voting trust, other voting agreement or proxy with respect thereto;

(xiii) each material Contract that can be terminated, or the provisions of which are materially altered, as a result of the consummation of the transactions contemplated by this Agreement or any of the Additional Agreements to which the Company Group is a party; and

(xiv) each Contract for which any of the benefits, compensation or payments (or the vesting thereof) with respect to a director, officer, employee or individual consultant of a member of Company Group will be materially increased or accelerated by the consummation of the transactions contemplated hereby or the amount or value thereof will be calculated on the basis of any of the transactions contemplated by this Agreement.

(b) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, as of the date of this Agreement, (i) each Material Contract is a valid and binding agreement, and is in full force and effect, and neither the Company Group nor, to the knowledge of the Company, any other party thereto, is in breach or default (whether with or without the passage of time or the giving of notice or both) under the terms of any such Material Contract, subject to Creditors' Rights, (ii) the Company Group has not assigned, delegated, or otherwise transferred any of its rights or obligations with respect to any Material Contracts, or granted any power of attorney with respect thereto or to any of the Company Group's assets, (iii) no Contract (A) requires the Company Group to post a bond or deliver any other form of security or payment to secure its obligations thereunder or (B) imposes any non-competition covenants that may be binding on, or restrict the Business or require any payments by or with respect to Purchaser or any of its Affiliates. The Company Group previously provided to the Parent true and correct copies of each written Material Contract as of the date of this Agreement.

(c) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, none of the execution, delivery or performance by the Company of this Agreement or Additional Agreements to which the Company is a party or the consummation by the Company of the transactions contemplated hereby or thereby constitutes a default under or gives rise to any right of termination, cancellation or acceleration of any material obligation of the Company Group or to a loss of any material benefit to which the Company Group is entitled under any provision of any Material Contract.

(d) Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, the Company Group is in compliance with all covenants, including all financial covenants, in all notes, indentures, bonds and other instruments or agreements evidencing any Indebtedness.

5.17 Licenses and Permits. Schedule 5.17 of the Company Disclosure Schedules correctly lists each material license, franchise, permit, order or approval or other similar authorization affecting, or relating in any way to, the Business, together with the name of the Authority issuing the same (the "Permits"). Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, the Permits are valid and in full force and effect, and none of the Permits will, assuming the related third party consent has been obtained or waived prior to the Closing Date, if applicable, be terminated or become terminable as a result of the transactions contemplated hereby. Other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, the Company Group has all Permits necessary to operate the Business as currently conducted.

5.18 Compliance with Laws. Except as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect, as of the date of this Agreement, the Company Group is not in violation of, has within the last twenty-four (24) months from the date of this Agreement not violated, and to the knowledge of the Company, is neither under investigation with respect to nor has been threatened to be charged with or given notice of any violation or alleged violation of, any Law, or judgment, order or decree entered by any court, arbitrator or Authority, domestic or foreign, and within the last twenty-four (24) months from the date of this Agreement the Company Group has not received any subpoenas by any Authority.

5.19 Intellectual Property.

(a) Schedule 5.19(a) of the Company Disclosure Schedules sets forth a true, correct and complete list of all registered, patented or applied for Intellectual Property that the Company Group (A) has an ownership interest of any nature (whether exclusively or jointly with another Person) or (B) has an interest of any nature that has been incorporated into any commercial (or proposed commercial) product and has been licensed by any of the Company Group, specifying as to each, as applicable: (i) the nature of such Intellectual Property Right; (ii) the owner of such Intellectual Property Right; (iii) the jurisdictions by or in which such Intellectual Property Right has been issued or registered or in which an application for such issuance or registration has been filed; (iv) the applicable registration or serial number of such Intellectual Property Right; and (v) any other Person that has a material ownership interest in such Intellectual Property Rights and the nature of such ownership interest.

(b) The Company Group exclusively owns all right, title and interest to and in the material Intellectual Property (other than Intellectual Property Rights or Intellectual Property co-owned with a third party or licensed to any member of the Company Group) free and clear of any Liens, except for Permitted Liens. Without limiting the generality of the foregoing:

(i) all documents and instruments necessary to record the ownership rights (if applicable) of the Company in the registrations, patents and applications for the material Intellectual Property have been validly executed and filed with the appropriate Authority;

(ii) to the knowledge of the Company, no funding, facilities or personnel of any Authority or any university, college, research institute or other educational institution have been or are being used by the Company Group to develop or create, in whole or in part, any Intellectual Property owned by the Company Group; and

(iii) the Company Group owns or otherwise has, and immediately after the Closing Date the Purchaser or its Subsidiaries will have, all Intellectual Property Rights needed to conduct the Business of the Company Group as conducted as of the date of this Agreement.

(c) Section 5.19(c) of the Company Disclosure Schedules sets forth a true and complete list of (i) all Contracts pursuant to which another Person grants material Intellectual Property Rights to, or covenants not to sue regarding material Intellectual Property, or agrees to co-exist in respect of registered trademarks with, the Company (“Inbound Licenses”) and (ii) each Contract pursuant to which the Company grants rights in material Intellectual Property to, or covenants not to sue regarding material Intellectual Property, or agrees to co-exist in respect of registered trademarks with, any other Person (“Outbound Licenses” and, together with Inbound Licenses, “IP Licenses”); provided, however, that Schedule 5.19(c) of the Company Disclosure Schedules need not include any (A) shrink wrap,” off-the-shelf, or other publicly or commercially available licenses, (B) non-exclusive licenses granted by the Company Group in the ordinary course of business, (C) employee confidentiality and invention assignment agreements on the Company Group’s forms thereof that have been made available to the Parent, without modification or exclusions from their scope, or (D) standard non-disclosure agreements entered into in the ordinary course of business.

(d) There are no options, licenses, agreements, encumbrances, or shared ownership interests of any kind relating to the Intellectual Property, nor is the Company Group bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property or any other Person other than generally available end user licenses or agreements relating to the Company Group’s use rights regarding third party “off the shelf” object code software products that are not and will not be incorporated into, or used to develop or provide, the Company Group’s software, products or services. To the extent that the Company Group uses any “open source” or “copyleft” software or is a party to “open” or “public source” or similar licenses, the Company Group is in compliance with the terms of any such licenses in all material respects, and the Company Group is not now required under any such license to either distribute or make available any source code for its (or any of its licensors’) proprietary software other than as the Company Group has distributed, made available, or permitted in all material respects.

(e) Within the past two (2) years the Company Group has not been sued or charged in writing with, or been a defendant, in any Action and has not received any written notice relating to any actual, alleged or suspected infringement, misappropriation or violation of any Intellectual Property Rights of any third party by the Company Group, (ii) to the knowledge of the Company, there is no other claim currently pending against the Company Group of infringement of any Intellectual Property Rights of a third party by the Company Group, and (iii) to the knowledge of the Company, there is currently no continuing infringement or misappropriation by any other Person of any Intellectual Property Rights owned by the Company Group.

(f) To the knowledge of the Company, the current use by the Company Group of the Intellectual Property Rights does not infringe the Intellectual Property Rights of any third party.

(g) To the knowledge of the Company, no Person has infringed, misappropriated or otherwise violated, and no Person is infringing, misappropriating or otherwise violating, any Intellectual Property.

(h) To the knowledge of the Company, all employees, owners, agents, consultants or contractors of the Company Group who have contributed to or participated in the creation or development of any material copyrights, patents or trade secrets on behalf of the Company Group either: (i) is a party to a “work-for-hire” agreement under which a member of the Company Group is deemed to be

the owner or author of all property rights therein; or (ii) has executed an assignment in favor of the Company Group all right, title and interest in such copyrights, patents or trade secrets.

(i) None of the execution, delivery or performance by the Company of this Agreement or any of the Additional Agreements to which the Company is a party or the consummation by the Company of the transactions contemplated hereby or thereby will cause any material item of Intellectual Property Rights owned, licensed, used or held for use by the Company Group immediately prior to the Closing to not be owned, licensed or available for use by the Company Group on substantially the same terms and conditions immediately following the Closing in any material respect.

(j) The Company Group has taken reasonable measures to safeguard and maintain the confidentiality of all material trade secrets and other material Intellectual Property Rights owned by the Company Group that are confidential and used in the operation of the Business.

(k) The IT Systems operate and perform in all material respects in accordance with their documentation and functional specifications, and are adequate and sufficient for the operation of the Business as currently conducted. Within the two (2) years prior to the date of this Agreement, there has been no failure, malfunction, or breach with respect to any IT Systems that has had or may have a Company Material Adverse Effect. No Company Group proprietary software included in the Intellectual Property (i) contains any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” or “worm” (as such terms are commonly understood in the software industry) or any other code, software routine, or instructions designed or intended to have, or capable of performing, any of the following functions: (A) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed or (B) damaging or destroying any data (including Personal Data and User Data) or file without the user’s consent or (ii) constitutes, contains, or is considered “spyware” or “trackware” (as such terms are commonly understood in the software industry), records a user’s actions or location without such user’s or its employer’s knowledge and consent, or employs a user’s Internet connection without such user’s knowledge and consent to gather or transmit information on such user or such user’s behavior.

(l) The Company Group has complied in all material respects with all applicable Laws and contractual obligations with respect to, and have safeguards and appropriate procedures in place to ensure the protection of, data and the security of the IT Systems, and integrity of all data stored in the IT Systems. All IT Systems are free in all material respects from any hardware components, timer, copy protection device, clock, or counter that in each case permit unauthorized access or the unauthorized disablement or unauthorized erasure of the IT Systems, data, or other software by a third party. The Company Group has taken commercially reasonable steps designed to safeguard the IT Systems utilized in the operation of the Business as such is currently conducted. As of the date of this Agreement, to the Company’s knowledge, there has been no material unauthorized access or misuse of or intrusions or breaches of the security of the IT Systems.

(m) Except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect:

(i) A public-facing Company Privacy Policy is and has for the last twelve (12) months been posted and accessible to individuals on each online service, website, or mobile application owned or operated by or on behalf of the Company Group and any other mechanism through which the Company Group collects Personal Data. The Company Privacy Policy has at all times made all statements and disclosures to users required by Data Protection Requirements, and none of such statements or disclosures has been materially inaccurate, misleading or deceptive or otherwise in material violation of any applicable Law. Schedule 5.19(m)(i) of the Company Disclosure Schedules lists each Company Privacy Policy in effect in the past twelve (12) months and identifies, with respect to each Company Privacy Policy: (i) the period of time during which such privacy policy was or has been in effect; (ii) whether the terms of a later Company Privacy Policy apply to the data or information collected under such privacy policy; and (iii) if applicable, the mechanism (such as opt-in, opt-out or notice only) used to apply a later Company Privacy Policy to data or information previously collected under such privacy policy.

(ii) The Company Group complies, and for the past twelve (12) months has complied, with all applicable Data Protection Requirements in all material respects, including the Payment Card Industry Data Security Standard, to the extent applicable, with respect to any payment card data that the Company, its Subsidiaries, or its software, has stored, processed or transmitted.

(iii) The Company Group has not, to the knowledge of the Company, experienced any actual or suspected material data breach. The Company Group has taken, and is currently taking, reasonable measures to detect data breaches, and maintain and train applicable personnel on policies and procedures to escalate any such detected data breaches to the attention of the Company's executives.

(iv) The Company Group has not notified, nor to the knowledge of the Company been required to notify, any Person or Authority of any actual or suspected Data Breach, including pursuant to applicable Data Protection Requirements. No Person has provided any written notice to, or made any claim or initiated or commenced any Action against, the Company Group with respect to actual or alleged Data Breach, damage, or unauthorized processing, or other misuse of any Personal Data or with respect to any material violation of a Data Protection Requirement.

(v) The Company Group maintains appropriate procedures and capabilities to respond to and honor requests regarding access, correction, opt-out and deletion requests in respect of Personal Data to the extent required by applicable Privacy Laws. As of the date of this Agreement, there are no unsatisfied requests in respect of Personal Data held by the Company Group or any outstanding applications for rectification or erasure of Personal Data that have not been addressed as required by applicable Privacy Laws.

(vi) The Company Group has only shared Personal Data with third-party contractors and vendors in accordance with the applicable Data Protection Requirements. The Company has contractually obligated all vendors, service providers, and other Persons whose relationship with the Company Group involves their processing of Personal Data on behalf of the Company ("Data Partners") to comply with all applicable Laws relating thereto, including applicable Data Protection Requirements. The Company Group has all necessary authority to receive, access, process, and disclose the Personal Data and User Data in the Company Group's possession or under its control in connection with the operation of the Company Group.

(vii) The Company Group has made all disclosures to, and obtained any necessary consents and authorizations from, users, customers, employees, contractors, and other applicable Persons required by applicable Data Protection Requirements, and has filed any required registrations (the details of which are correct, proper, and suitable for the purposes for which the Company Group stores or processes the Personal Data that is the subject of such registrations) with the applicable data protection authority, including any consents or authorizations necessary to operate the Business as currently conducted, and any requirements to appoint and register a representative, database manager, or data protection officer as defined by any applicable Information Privacy and Security Law.

5.20 Suppliers and Vendors.

(a) Schedule 5.20(a) of the Company Disclosure Schedules sets forth a list of the Company Group's ten (10) largest suppliers and vendors as measured by the dollar amount of purchases thereby, for the twelve (12) month period ended June 30, 2023, showing the approximate total purchases by the Company Group from each such supplier, during such period.

(b) To the knowledge of the Company, no supplier or vendor listed on Schedule 5.20(a) of the Company Disclosure Schedules has, within the last twenty-four (24) months from the date of this Agreement, (i) terminated its relationship with the Company Group, (ii) materially reduced its business with the Company Group or materially and adversely modified its relationship with the Company Group, (iii) notified the Company Group in writing of its intention to take any such action, or (iv) to the knowledge of the Company, become insolvent or subject to bankruptcy proceedings.

5.21 Accounts Receivable and Payable; Loans.

(a) To the knowledge of the Company, all accounts receivable (if any) and notes receivable (if any) of the Company Group reflected on the Financial Statements represent valid obligations arising from services actually performed or goods actually sold by the Company Group in the ordinary course of business consistent with past practice. To the knowledge of the Company, the accounts payable of the Company Group reflected on the Financial Statements, and all accounts payable arising subsequent to the date thereof,

arose from bona fide transactions in the ordinary course consistent with past practice or in connection with the transactions contemplated hereby.

(b) To the knowledge of the Company, there is no contest, claim, or right of setoff in any agreement with any maker of an accounts receivable or note receivable relating to the amount or validity of such accounts receivable or note receivable that would reasonably be expected to result in a Company Material Adverse Effect. To the knowledge of the Company, all material accounts receivable or notes receivable are collectible in the ordinary course of business.

(c) The information set forth on Schedule 5.21(c) of the Company Disclosure Schedules separately identifies any accounts receivable (if any) or note receivable (if any), in each case of value greater than \$10,000 in the aggregate, of the Company Group which are owed by any Affiliate of the Company Group as of the Balance Sheet Date. The Company Group is not liable to any of its Affiliates, and no Affiliates are liable to the Company Group, for any Indebtedness.

5.22 Pre-payments. The Company Group has not received any material payments with respect to any services to be rendered or goods to be provided after the Closing except in the ordinary course of business.

5.23 Employees.

(a) Schedule 5.23(a) of the Company Disclosure Schedules sets forth a true, correct and complete list of the Key Employees and any other employees of the Company Group with a base compensation in excess of \$150,000 per year as of the date hereof, setting forth the name, title and base compensation for each such person.

(b) There are no pending or, to the knowledge of the Company, threatened claims or proceedings against the Company Group under any worker's compensation policy or long-term disability policy.

5.24 Employment Matters.

(a) Schedule 5.24(a) of the Company Disclosure Schedules sets forth a true and complete list of (i) any applicable form of employment agreement (the "Labor Agreements"), and (ii) each employee group or executive medical, life, or disability insurance plan, and each incentive, bonus, profit sharing, retirement, deferred compensation, equity, phantom stock, share option, share purchase, share appreciation right or severance plan of the Company Group now in effect or under which the Company Group has any obligation, or any understanding between the Company Group and any employee concerning any material terms of such employee's employment that does not apply to the Company Group's employees generally. The Company Group has previously delivered to the Parent true and complete copies of such forms of the Labor Agreements and each generally applicable employee handbook or policy statement of the Company Group.

(b) To the knowledge of the Company, no current employee of the Company Group, in the ordinary course of his or her duties, has breached any obligation to a former employer pursuant to any covenant against competition or soliciting clients or employees or servicing clients or confidentiality or any proprietary right of such former employer in any material respect. The Company Group is not a party to any collective bargaining agreement, does not have any material labor relations disputes, and, to the knowledge of the Company, there is no pending representation question or union organizing activity respecting employees of the Company Group.

5.25 Withholding. All obligations of the Company Group (other than with respect to Taxes) applicable to its employees, whether arising by operation of Law or by Contract, or attributable to payments by the Company Group to trusts or other funds or to any Authority, with respect to unemployment compensation benefits, social security benefits or any other benefits for its employees with respect to the employment of said employees through the date hereof have been paid or adequate accruals therefor have been made on the Financial Statements, other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. As of the date hereof, all reasonably anticipated obligations of the Company Group with respect to such employees (except for those

related to wages during the pay period immediately prior to the Closing Date and arising in the ordinary course of business and other than with respect to Taxes), whether arising by operation of Law or by contract, for salaries and holiday pay, bonuses and other forms of compensation payable to such employees in respect of the services rendered by any of them prior to the date hereof have been or will be paid by the Company Group prior to the Closing Date, other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

5.26 Real Property.

(a) The Company Group does not own any Real Property which is used in the Business.

(b) Schedule 5.26(b) of the Company Disclosure Schedules contains a complete and accurate list of all premises currently leased or subleased by the Company Group for the operation of the Business, and of all current leases, lease guarantees, agreements and documents related thereto as of the date of this Agreement, including all material amendments, terminations and modifications thereof or waivers thereto (collectively, the “Real Property Leases”). The Company has provided to Parent a true and complete copy of each of the Real Property Leases.

(c) With respect to each Real Property Lease: (i) each Real Property Lease is valid, binding and in full force and effect, subject to Creditors’ Rights; (ii) all rents and additional rents and other sums, expenses and charges due thereunder have been paid; (iii) the lessee is in peaceable possession thereof; (iv) no waiver, indulgence or postponement of the lessee’s obligations thereunder has been granted by the lessor thereof; (v) there exist no default or event of default thereunder by the Company Group; and (vi) the Company Group is not in breach and has not received notice of default or termination thereunder, in cases of each of clauses (i) through (vi), other than as would not reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect. The Company Group holds the leasehold estate on each of the Real Property Leases free and clear of all material Liens, except for the Permitted Liens and the Liens of mortgagees of the Real Property in which such leasehold estate is located. The Real Property leased by the Company Group is in a state of maintenance and repair in all material respects adequate and suitable for the purposes for which it is presently being used in all material respects, and there are no material repair or restoration works likely to be required in connection with any of the leased Real Properties other than as would, individually or in the aggregate, reasonably be expected to cost the Company Group less than \$25,000 to repair or otherwise remediate for any single Real Property.

5.27 Tax Matters.

(a) (i) The Company Group has duly and timely filed all material Tax Returns which are required to be filed, and has paid all material Taxes (whether or not shown on such Tax Returns) which have become due; (ii) all such Tax Returns are true, correct and complete and accurate in all material respects; (iii) there is no Action, pending or proposed in writing, with respect to any amount of material Taxes of the Company Group; (iv) no statute of limitations in respect of the assessment or collection of any material Taxes of the Company Group for which a Lien may be imposed on any of the Company Group’s assets has been waived or extended (other than Permitted Liens or pursuant to automatic extensions of time to file Tax Returns obtained in the ordinary course of business), which waiver or extension is in effect; (v) the Company Group has duly withheld or collected and paid over to the applicable Taxing Authority all Taxes required to be withheld or collected by the Company Group in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party; (vi) the Company Group has collected and remitted to the applicable Taxing Authority all sales Taxes required to be collected by the Company Group; (vii) the Company Group has not requested any letter ruling from the U.S. Internal Revenue Service (the “IRS”) (or any comparable ruling from any other Taxing Authority); (viii) there is no Lien (other than Permitted Liens) for Taxes upon any of the assets of the Company Group; (ix) the Company Group has not received any written request from a Taxing Authority in a jurisdiction where the Company Group has not paid any Tax or filed Tax Returns asserting that the Company Group is or may be subject to Tax in such jurisdiction, and the Company Group does not have a permanent establishment (within the meaning of an applicable Tax treaty) or other fixed place of business in a country other than the country in which it is organized; (x) there is no outstanding power of attorney from the Company Group authorizing anyone (other than employees of the Company Group) to act on behalf of the Company Group in connection with any Tax, Tax Return or Action relating to any Tax or Tax Return of the Company Group; (xi) the Company Group is not a party to any Tax sharing, Tax indemnity or Tax allocation Contract (other than a contract entered into in the ordinary course of business consistent with past practices, the primary purpose of which is not related to Taxes); (xii) the Company Group has not been a member of an “affiliated group” within the meaning of Section 1504(a) of the Code filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company Group); (xiii) the Company Group has no liability for the Taxes of any other Person (other than a Subsidiary of the Company Group): (1) under Treasury Regulation Section

1.1502-6 (or any similar provision of applicable Law), (2) as a transferee or successor or (3) otherwise by operation of applicable Law; (xiv) the Company Group is not a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code; and (xv) the Company Group has not been a party to any “listed transaction” as defined in Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2).

(b) The Company Group will not be required to include any item of income or exclude any item of deduction for any taxable period ending after the Closing Date as a result of: (i) adjustment under Section 481 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) by reason of a change in method of accounting for a taxable period ending on or before the Closing Date; (ii) any “closing agreement” described in Section 7121 of the Code (or similar provision of state, local or non-U.S. income Tax Law) executed on or before the Closing Date; (iii) any installment sale or open sale transaction disposition made on or before the Closing Date (iv) any prepaid amount received on or before the Closing Date outside the ordinary course of business; or (v) any intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).

(c) The Company Group has not deferred the employer’s share of any “applicable employment taxes” under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136, H.R. 748 (Mar. 27, 2020) (the “CARES Act”) or received or claimed any Tax credits under Sections 7001 through 7005 of the Families First Coronavirus Response Act, Pub. L. 116-127, H.R. 6201 (Mar. 14, 2020) or Section 2301 of the CARES Act.

(d) The Company Group is not aware of any fact or circumstance, nor has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Redomestication Merger from qualifying for the Redomestication Intended Tax Treatment.

(e) The Financial Statements reflect accruals in accordance with U.S. GAAP for all current Taxes of the Company Group that are unpaid or payable as of the Balance Sheet Date (except for any inaccuracies that are not material), and the Company Group has not incurred any liability for Taxes since the Balance Sheet Date other than in the ordinary course of business consistent with amounts incurred and paid with respect to the most recent comparable prior period (adjusted for ordinary course changes in operations).

5.28 [reserved].

5.29 Environmental Laws.

(a) The Company Group has not (i) received any written notice of any alleged claim, violation of or Liability under any Environmental Law which has not heretofore been cured or for which there is any remaining liability; (ii) disposed of, emitted, discharged, handled, stored, transported, used or released any Hazardous Materials, arranged for the disposal, discharge, storage or release of any Hazardous Materials, or exposed any employee or other individual to any Hazardous Materials so as to give rise to any Liability or corrective or remedial obligation under any Environmental Laws; or (iii) entered into any agreement that requires it to guarantee, reimburse, pledge, defend, hold harmless or indemnify any other Person with respect to liabilities arising out of Environmental Laws or the Hazardous Materials Activities of the Company Group, except in each case of clauses (i), (ii), and (iii) as would not, individually or in the aggregate, have a Company Material Adverse Effect.

(b) The Company Group has delivered to the Parent all material records in its possession concerning material Liabilities arising from the Hazardous Materials Activities of the Company Group and all environmental audits and environmental assessments in the possession or reasonable control of the Company Group of any facility currently owned, leased or used by the Company Group which identifies any material violations of Environmental Law or the presence of Hazardous Materials in quantities or concentrations that would reasonably be expected to require corrective or remedial obligation of the Company Group under any Environmental Laws on any property currently owned, leased or used by the Company Group. To the knowledge of the Company, there are no Hazardous Materials in, on, or under any properties owned, leased or used at any time by the Company Group such as would reasonably be expected to, individually or in the aggregate, have a Company Material Adverse Effect.

5.30 Finders' Fees. With respect to the transactions contemplated by this Agreement, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Company Group or any of Affiliates who is entitled to any fee or commission from the Parent, Purchaser or any of its Subsidiaries (including the Company Group following the Closing) upon consummation of the transactions contemplated by this Agreement.

5.31 Powers of Attorney and Suretyships. The Company Group does not have any general or special powers of attorney outstanding (whether as grantor or grantee thereof) outside the Company Group or any obligation or liability (whether actual, accrued, accruing, contingent, or otherwise) as guarantor, surety, co-signer, endorser, co-maker, indemnitor or otherwise, in each case, in respect of the obligation of any Person outside the Company Group or other than as reflected in the Financial Statements.

5.32 Directors and Officers. Schedule 5.32 of the Company Disclosure Schedules sets forth a true, correct and complete list of all directors and officers of the Company as of the date of this Agreement.

5.33 Certain Business Practices. Neither the Company Group, nor any director or officer of the Company Group (nor, to the knowledge of the Company, any employee or other agent acting on behalf of the Company Group), in their capacities as such, has, since the date of the Company Group's inception, (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977 or similar Law, (iii) made any other unlawful payment or (iv) directly or, to the knowledge of the Company, indirectly, given or agreed to give any gift or similar benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the Company Group or assist the Company Group in connection with any actual or proposed transaction, in each case, which, if not given could reasonably be expected to have had a Company Material Adverse Effect on the Company Group, or which, if not continued in the future, would reasonably be expected to adversely affect the business of the Company Group that would reasonably be expected to subject the Company Group to suit or penalty in any private or governmental litigation or proceeding.

5.34 Money Laundering Laws. The operations of the Company Group are and, since the date of its inception, have been conducted at all times in compliance with applicable laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Authority (collectively, the "Money Laundering Laws"), and no Action involving the Company Group with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

5.35 Not an Investment Company. The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

5.36 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO ANY PURCHASER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS Article V, AS QUALIFIED BY THE COMPANY DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, NONE OF THE COMPANY, ANY AFFILIATE OF THE COMPANY OR ANY OTHER PERSON MAKES, AND THE COMPANY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING AS TO ANY MATERIALS RELATING TO THE BUSINESS AND AFFAIRS OR HOLDINGS OF THE COMPANY GROUP OR ITS AFFILIATES THAT HAVE BEEN MADE AVAILABLE TO ANY PURCHASER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OR IN ANY PRESENTATION OF THE BUSINESS AND AFFAIRS OF THE COMPANY GROUP BY THE MANAGEMENT OF THE COMPANY GROUP OR OTHERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ADDITIONAL AGREEMENTS, AND NO STATEMENT CONTAINED IN ANY OF SUCH MATERIALS OR MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE OR DEEMED TO BE RELIED UPON BY A PURCHASER PARTY OR ANY AFFILIATE THEREOF OR ANY OTHER PARTY HERETO IN EXECUTING, DELIVERING AND PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS Article V, AS

QUALIFIED BY THE COMPANY DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, IT IS UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS OR OTHER PREDICTIONS, ANY DATA, ANY FINANCIAL INFORMATION OR ANY MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS, INCLUDING ANY OFFERING MEMORANDUM OR SIMILAR MATERIALS MADE AVAILABLE BY THE COMPANY GROUP ARE NOT AND SHALL NOT BE DEEMED TO BE OR TO INCLUDE REPRESENTATIONS OR WARRANTIES OF THE COMPANY, ANY AFFILIATE OF THE COMPANY OR ANY OTHER PERSON, AND ARE NOT AND SHALL NOT BE DEEMED TO BE RELIED UPON BY ANY OF THE PURCHASER PARTIES OR ANY AFFILIATE THEREOF OR ANY OTHER PARTY HERETO IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER PARTIES

The Purchaser Parties hereby, jointly and severally, represent and warrant to the Company Group and the Sellers that, except as disclosed in the Parent SEC Documents publicly available on EDGAR at least two (2) Business Days prior to the date of this Agreement (excluding any disclosures in any “risk factors” Section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimers and other disclosures that are generally cautionary, predictive or forward-looking in nature) (the foregoing, referred to as “Publicly Disclosed”), and except as disclosed in the Purchaser Parties Disclosure Schedules, each of the following representations and warranties is true, correct and complete as of the date of this Agreement and as of the Closing Date (or, if such representations and warranties are made with respect to a certain date, as of such date). The parties hereto agree that any reference in a particular Section in the disclosure schedules delivered by the Purchaser Parties to the Company and the Sellers (the “Purchaser Parties Disclosure Schedules” and together with the Company Disclosure Schedules, the “Disclosure Schedules”) shall be deemed to be an exception to the representations and warranties of the Purchaser Parties that are contained in the corresponding Section of this Article VI; provided that where it is apparent on the face of a disclosure under a particular Section of any Schedule that such disclosure is, or may be reasonably determined to be, relevant to the matters described under any other Sections of this Agreement, such disclosure shall also be deemed to be relevant to such other Sections.

6.1 Corporate Existence and Power. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is a business company duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands. Each of the Purchaser Parties has all power and authority, corporate and otherwise, and all governmental licenses, franchises, permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on its business as presently conducted and as proposed to be conducted. Each of the Purchaser Parties has made available to the Company Group accurate and complete copies of its Organizational Documents, each as currently in effect. No Purchaser Party is in violation of any provision of its Organizational Documents.

6.2 Corporate Authorization. The execution, delivery and performance by the Purchaser Parties of this Agreement and the Additional Agreements (to which it is a party to) and the consummation by the Purchaser Parties of the transactions contemplated hereby and thereby are within the corporate powers of the Purchaser Parties and have been duly authorized by all necessary corporate action on the part of Purchaser Parties to the extent required by their respective Organizational Documents, applicable Laws or any Contract to which either of them is a party or by which their securities are bound other than the Required Parent Stockholder Approval. This Agreement has been duly executed and delivered by the Purchaser Parties and it constitutes, and upon their execution and delivery, the Additional Agreements (to which such Purchaser Party is a party) will constitute, a valid and legally binding agreement of the Purchaser Parties, enforceable against them in accordance with their representative terms.

6.3 Governmental Authorization. Neither the execution, delivery nor performance by any Purchaser Party of this Agreement or any Additional Agreements to which it is party requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with, any Authority other than (a) compliance with any applicable requirements of any Antitrust Laws, (b) compliance with any applicable requirements of the Exchange Act or the Securities Act, and/or any state “blue sky” securities Laws, and the rules and regulations thereunder, (c) the appropriate filings and approvals under the rules of Nasdaq, (d) any other filings as expressly contemplated by this Agreement, and (e) other actions or filings the absence or omission of which would not, individually or in the aggregate be reasonably expected to prevent or materially delay or impair the Purchaser Parties’ ability to consummate the transactions contemplated hereunder.

6.4 Non-Contravention. The execution, delivery and performance by the Purchaser Parties of this Agreement or any Additional Agreements do not and will not (i) violate, contravene or conflict with the Organizational Documents of any Purchaser Party, (ii) contravene or conflict with or constitute a violation of any provision of any Law or Order binding upon the Purchaser Parties, (iii) result in a violation or breach of, or constitute a default or give rise to any right of termination, cancellation, amendment, modification, suspension, revocation or acceleration under, any of the terms, conditions or provisions of any Contract to which any of the Purchaser Parties is a party or bound, or (iv) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of any Purchaser Party, except, in each case of clauses (ii) through (iv), for any contravention or conflicts that would not reasonably be expected to have a Purchaser Parties Material Adverse Effect.

6.5 Finders' Fees. Except for the Deferred Underwriting Amount, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of any Purchaser Party or their Affiliates who is entitled to any brokerage, finder's or other fee or commission from any Purchaser Party, any Seller, any member of the Company Group, or any of their respective Affiliates upon consummation of the transactions contemplated by this Agreement or any of the Additional Agreements.

6.6 Issuance of Exchange Consideration Shares. The Exchange Consideration Shares, when issued in accordance with this Agreement, will be duly authorized and validly issued, and will be fully paid and nonassessable and free of preemptive rights.

6.7 Capitalization.

(a) The authorized capital stock of Parent consists of 26,000,000 shares of Parent Common Stock, par value \$0.0001 per share, of which 5,588,391 shares of Parent Common Stock are issued and outstanding as of the date hereof after giving effect to the completion of the Extension Redemption. 10,931,250 shares of Parent Common Stock are reserved for issuance with respect to the Parent Warrants and Parent Rights. No other shares of capital stock or other Equity Securities of Parent are issued, reserved for issuance or outstanding. All issued and outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Delaware Law, the Parent's Organizational Documents or any contract to which Parent is a party or by which Parent is bound. Except as set forth in the Parent's Organizational Documents, there are no outstanding contractual obligations of Parent to repurchase, redeem or otherwise acquire any Parent Common Stock or any other Equity Securities of Parent. There are no outstanding contractual obligations of Parent to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. Except for the Sponsor Support Agreement, there are no shareholders' agreements, voting trusts or other agreements or understandings to which Parent is a party with respect to the voting of any shares of Parent.

(b) The Purchaser is authorized to issue up to 500,000,000 Purchaser Ordinary Shares, par value \$0.0001 per share, of which 100 Purchaser Ordinary Shares are issued and outstanding as of the date hereof. No other shares or other Equity Securities of Purchaser are issued, reserved for issuance or outstanding. All issued and outstanding Purchaser Ordinary Shares will, as of the date of the Redomestication Merger, be duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, right of first refusal, preemptive right, subscription right or any similar right under any provision of Delaware Law, BVI Law, the Purchaser's Organizational Documents or any contract to which Purchaser is a party or by which Purchaser is bound. Except as set forth in the Purchaser's Organizational Documents, (a) there are no outstanding contractual obligations of Purchaser to repurchase, redeem or otherwise acquire any Purchaser Ordinary Shares or any other Equity Securities of Purchaser and (b) there are no outstanding contractual obligations of Purchaser to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. Other than the Insider Letters and as otherwise Publicly Disclosed, there are no shareholders' agreements, voting trusts or other agreements or understandings to which Parent is a party with respect to the voting of any shares of Parent.

(c) All Indebtedness of the Purchaser Parties as of the date of this Agreement that is not Publicly Disclosed is disclosed on Schedule 6.7(c) of the Purchaser Parties Disclosure Schedules. Except as Publicly Disclosed, no Indebtedness of a Purchaser Party contains any restriction upon the consummation of the transactions contemplated by this Agreement or the Additional Agreements.

(d) Since the date of formation of Parent, and except as Publicly Disclosed, no Purchaser Party has declared or paid any distribution or dividend in respect of its shares or repurchased, redeemed (other than the Extension Redemption) or otherwise acquired any of its shares, and the respective board of directors of Parent and the Purchaser have not authorized any of the foregoing.

6.8 Trust Fund. As of the date hereof, after giving effect to the completion of the Extension Redemption, the Parent has at least \$31,000,000 in the trust fund established by the Parent in connection with the IPO for the benefit of its public stockholders (the “Trust Fund”) in a trust account maintained by Continental Stock Transfer & Trust Company (the “Trustee”) acting as trustee (the “Trust Account”), and such monies are invested in “government securities” (as such term is defined in the Investment Company Act of 1940, as amended) and held in trust by the Trustee pursuant to the Investment Management Trust Agreement. The Investment Management Trust Agreement is in full force and effect and is a legal, valid and binding obligation of Parent and the Trustee, enforceable in accordance with its terms. Except as otherwise disclosed in the Parent SEC Documents, the Investment Management Trust Agreement has not been terminated, repudiated, rescinded, amended, supplemented or modified, in any respect, and no such termination, repudiation, rescission, amendment, supplement or modification is contemplated. There are no separate Contracts or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Investment Management Trust Agreement in the Parent SEC Documents to be inaccurate in any material respect or, to the knowledge of the Purchaser Parties, that would entitle any Person (other than (i) in respect of the Deferred Underwriting Amount for deferred underwriting commissions or Taxes set forth on Schedule 6.8 of the Purchaser Parties Disclosure Schedules, (ii) the public holders of shares of Parent Common Stock prior to the Closing who shall have elected to redeem their shares of Parent Common Stock pursuant to the Parent’s Organizational Documents in connection with the Extension Redemption or the Closing Redemption or (iii) if Parent fails to complete a Business Combination within the allotted time period and liquidates the Trust Fund, subject to the terms of the Investment Management Trust Agreement, Parent in limited amounts to permit Parent to pay the expenses of the Trust Account’s liquidation and dissolution, and then Parent’s public shareholders) to any portion of the funds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account are required to be released, except to pay Taxes from any interest income earned in the Trust Account in accordance with the terms of the Investment Management Trust Agreement, and to redeem Parent Common Stock pursuant to the Parent’s Organizational Documents in connection with the Extension Redemption or the Closing Redemption. As of the date of this Agreement, there are no Actions pending or, to the knowledge of the Purchaser Parties, threatened, with respect to the Trust Account. As of the date hereof, the Parent has not been notified that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to the Purchaser (subject to the Closing Redemption and to applicable Law) on the Closing Date. The Parent has not released any money from the Trust Account other than as permitted by the Investment Management Trust Agreement. As of the Closing, the obligations of the Parent to dissolve or liquidate pursuant to its Organizational Documents shall terminate and the Parent shall have no obligation whatsoever pursuant to its Organizational Documents to dissolve and liquidate the assets of the Parent by reason of the consummation of the transactions contemplated herein. Following the Closing, no stockholder of the Purchaser is or shall be entitled to receive any amount from the Trust Account except to the extent such stockholder shall have elected to tender its shares of Purchaser Common Stock for redemption pursuant to the Closing Redemption in compliance with the Parent’s Organizational Documents.

6.9 Listing. As of the date hereof, the Parent Units, Parent Common Stock, Parent Public Warrants and Parent Rights are listed on Nasdaq, with trading symbols “IGTAU,” “IGTA,” “IGTAW,” and “IGTAR.”

6.10 Board Approval. Each of the board of directors of Parent and the Purchaser (including any required committee or subgroup of such boards) has, as of the date of this Agreement, (i) declared the advisability of the transactions contemplated by this Agreement, (ii) determined that the transactions contemplated hereby are fair and in the best interests of the stockholders or shareholders of the Purchaser Parties, as applicable, (iii) solely with respect to the Parent Board, determined that the transactions contemplated hereby constitute a Business Combination, and (iv) approved this Agreement and the Additional Agreements to which such Purchaser Party is a party or bound, the consummation of the transactions contemplated hereby and thereby, and the performance by such Purchaser Party of its obligations hereunder and thereunder.

6.11 Parent SEC Documents and Financial Statements; Internal Controls.

(a) Except as otherwise disclosed in the Parent SEC Documents, Parent, since its formation, has filed on a timely basis all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed or furnished by Parent with the SEC under the Exchange Act or the Securities Act, together with any amendments, restatements or supplements thereto, and will file all such forms, reports, schedules, statements and other documents required to be filed subsequent to the date of this Agreement (the “Additional Parent SEC Documents”). Parent has made available to the Company copies in the form filed with the SEC of all of the

following, except to the extent available in full without redaction on the SEC's website through EDGAR for at least two (2) Business Days prior to the date of this Agreement: (i) Parent's Annual Reports on Form 10-K for each fiscal year of Parent beginning with the first year Parent was required to file such a form, (ii) Parent's Quarterly Reports on Form 10-Q for each fiscal quarter of Parent beginning with the first quarter Parent was required to file such a form, (iii) all proxy statements relating to Parent's meetings of stockholders (whether annual or special) held, and all information statements relating to stockholder consents, since the beginning of the first fiscal year referred to in clause (i) above, (iv) all of its Form 8-Ks filed since the beginning of the first fiscal year referred to in clause (i) above, (v) Parent's Form S-1, and (vi) all other forms, reports, registration statements and other documents (other than preliminary materials if the corresponding definitive materials have been provided to the Company pursuant to this [Section 6.11](#)) filed by Parent with the SEC since Parent's formation (the forms, reports, registration statements and other documents referred to in clauses (i), (ii), (iii), (iv) and (v) above, whether or not available through EDGAR, are, collectively, the "[Parent SEC Documents](#)"). The Parent SEC Documents were, and the Additional Parent SEC Documents will be, prepared in all material respects in accordance with the requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations thereunder. The Parent SEC Documents did not, and the Additional Parent SEC Documents will not, at the time they were or are filed, as the case may be, with the SEC contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As used in this [Section 6.11](#), the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) The financial statements and notes contained or incorporated by reference in the Parent SEC Documents and the Additional Parent SEC Documents (collectively, the "[Parent Financial Statements](#)") are complete and accurate and fairly present in all material respects, in conformity with U.S. GAAP applied on a consistent basis in all material respects and Regulation S-X or Regulation S-K, as applicable, the consolidated financial position of the Parent and its Subsidiaries as of the dates thereof and the consolidated results of operations of the Parent and its Subsidiaries for the periods reflected therein. The Parent Financial Statements (i) were prepared from the Books and Records of the Parent and its Subsidiaries; (ii) were prepared on an accrual basis in accordance with U.S. GAAP consistently applied; (iii) contain and reflect all necessary adjustments and accruals for a fair presentation of the consolidated financial condition of the Parent and its Subsidiaries as of their dates; (iv) were audited in accordance with the standards of the PCAOB by a PCAOB qualified and registered auditor; and (v) contain and reflect adequate provisions for all material Liabilities for all material Taxes applicable to the Parent and its Subsidiaries with respect to the periods then ended.

(c) Since its IPO, (i) Parent has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of its financial reporting and the preparation of its financial statements for external purposes in accordance with U.S. GAAP and (ii) Parent has established and maintained disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) designed to ensure that material information relating to Parent and its Subsidiaries is made known to the principal executive officer and principal financial officer by others within Parent. Parent and its Subsidiaries maintain and, for all periods covered by the Parent Financial Statements, have maintained Books and Records in the ordinary course of business that are accurate and complete and reflect the revenues, expenses, assets and liabilities of Parent and its Subsidiaries in all material respects.

(d) Parent and its Subsidiaries have not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Since the IPO, Parent has complied in all material respects with all applicable listing and corporate governance rules and regulations of Nasdaq. The classes of securities representing issued and outstanding shares of Parent Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq. As of the date of this Agreement, there is no Action pending or, to the knowledge of the Purchaser Parties, threatened against Parent by Nasdaq or the SEC, respectively, with respect to any intention to deregister shares of Parent Common Stock or prohibit or terminate the listing of shares of Parent Common Stock on Nasdaq. Parent has not taken any action that is designed to terminate the registration of shares of Parent Common Stock under the Exchange Act.

(f) Since its incorporation and to the date of this Agreement, Parent has not received any written complaint, allegation, assertion or claim that there is (i) a "significant deficiency" in the internal controls over financial reporting of Parent, (ii) a "material weakness" in the internal controls over financial reporting of Parent or (iii) fraud, whether or not material, that involves management or other employees of Parent who have a significant role in the internal controls over financial reporting of Parent.

(g) Except as specifically disclosed, reflected or fully reserved against in the Parent Financial Statements, and for liabilities and obligations of a similar nature and in similar amounts incurred in the ordinary course of business since the Parent's formation, there are no material liabilities, debts or obligations (whether accrued, fixed or contingent, liquidated or unliquidated, asserted or unassisted, absolute, determined, determinable or otherwise) of Parent or any of its Subsidiaries. All debts and Liabilities, fixed or contingent, which should be included under U.S. GAAP on a balance sheet (or reflected in the footnotes thereto) are included in the Parent Financial Statements.

6.12 Litigation. There is no Action (or any basis therefore) pending against or, to the knowledge of the Purchaser Parties, threatened against any Purchaser Party, any of its officers or directors or any of its securities or any of its assets or Contracts before any court, Authority or official or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby or by the Additional Agreements. There are no outstanding judgments or Orders against the Purchaser Parties. No Purchaser Party is, or has previously been, subject to any legal proceeding with any Authority.

6.13 Business Activities. Since its incorporation, Parent has not conducted any business activities other than activities (i) in connection with or incident or related to its incorporation or continuing corporate (or similar) existence, (ii) directed toward the accomplishment of its initial Business Combination, including those incident or related to or incurred in connection with the negotiation, preparation or execution of this Agreement or any Additional Agreement, the performance of its covenants or agreements in this Agreement or any Additional Agreement or the consummation of the transactions contemplated hereby or thereby or (iii) those that are administrative, ministerial or otherwise immaterial in nature. Except as set forth in Parent's Organizational Documents, there is no Contract binding upon the Parent or to which the Parent is a party which has or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of it or its Subsidiaries, any acquisition of property by it or its Subsidiaries or the conduct of business by it or its Subsidiaries (including, in each case, following the Closing). Since December 31, 2022, there has not been a Purchaser Parties Material Adverse Effect. Since its formation, the Purchaser has not engaged in any business activities other than as contemplated by this Agreement, does not own directly or indirectly any ownership, equity, profits or voting interest in any Person and has no assets or Liabilities except those incurred in connection with this Agreement and the Additional Agreements to which it is a party and the transactions contemplated by this Agreement, and, other than this Agreement and the Additional Agreements to which it is a party, the Purchaser is not party to or bound by any Contract.

6.14 Compliance with Laws; Permits. No Purchaser Party is in violation of, has violated, or is under investigation with respect to any violation or alleged violation of, any Law, or Order entered by any court, arbitrator or Authority, domestic or foreign, nor is there any basis for any such charge and no Purchaser Party has previously received any subpoenas by any Authority. Each Purchaser Party holds all permits, licenses, consents and authorizations necessary to lawfully conduct its business as presently conducted, and to own, lease and operate its assets and properties, all of which are in full force and effect, except where the failure to hold such permit, license, consent or authorization, or such permit, license, consent or authorization to be in full force and effect would not reasonably be expected to have a Purchaser Parties Material Adverse Effect.

6.15 Money Laundering Laws. The operations of the Purchaser Parties are and have been conducted at all times in compliance with the Money Laundering Laws, and no Action involving the Purchaser Parties with respect to the Money Laundering Laws is pending or, to the knowledge of the Purchaser Parties, threatened.

6.16 OFAC. Neither the Purchaser Parties, nor any director or officer of the Purchaser Parties (nor, to the knowledge of the Purchaser Parties, any agent, employee, Affiliate or Person acting on behalf of the Purchaser Parties) is currently identified on the specially designated nationals or other blocked person list or otherwise currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), and the Purchaser Parties have not, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any subsidiary, joint venture partner or other Person, in connection with any sales or operations in Balkans, Belarus, Burma, Cote D'Ivoire (Ivory Coast), the Crimea region of Ukraine, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, and Zimbabwe or any other country or territory sanctioned by OFAC or for the purpose of financing the activities of any Person currently subject to, or otherwise in violation of, any U.S. sanctions administered by OFAC in the previous fiscal years.

6.17 Not an Investment Company. Neither Purchaser Party is an “investment company” or a Person directly or indirectly controlled by or acting on behalf of an “investment company”, within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

6.18 Tax Matters

(a) (i) Parent has duly and timely filed all material Tax Returns which are required to be filed it, and has paid all Taxes (whether or not shown on such Tax Returns) which have become due; (ii) all such Tax Returns are true, correct and complete and accurate in all material respects; (iii) there is no Action, pending or proposed in writing, with respect to any amount of material Taxes of Parent; (iv) no statute of limitations in respect of the assessment or collection of any material Taxes of Parent for which a Lien may be imposed on any of Parent’s assets has been waived or extended (other than Permitted Liens or pursuant to automatic extensions of time to file Tax Returns obtained in the ordinary course of business), which waiver or extension is in effect; (v) Parent has duly withheld or collected and paid over to the applicable Taxing Authority all Taxes required to be withheld or collected by Parent in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party; (vi) Parent has collected and remitted to the applicable Taxing Authority all sales Taxes required to be collected by Parent; (vii) Parent has not requested any letter ruling from the IRS (or any comparable ruling from any other Taxing Authority); (viii) there is no Lien (other than Permitted Liens) for Taxes upon any of the assets of Parent; (ix) Parent has not received any written request from a Taxing Authority in a jurisdiction where Parent has not paid any Tax or filed Tax Returns asserting that Parent is or may be subject to Tax in such jurisdiction, and Parent does not have a permanent establishment (within the meaning of an applicable Tax treaty) or other fixed place of business in a country other than the country in which it is organized; (x) there is no outstanding power of attorney from Parent authorizing anyone (other than employees of Parent) to act on behalf of Parent in connection with any Tax, Tax Return or Action relating to any Tax or Tax Return of Parent; (xi) Parent is not a party to any Tax sharing, Tax indemnity or Tax allocation Contract (other than a contract entered into in the ordinary course of business consistent with past practices, the primary purpose of which is not related to Taxes); (xii) Parent has not been a member of an “affiliated group” within the meaning of Section 1504(a) of the Code filing a consolidated federal income Tax Return (other than a group the common parent of which was Parent); (xiii) Parent has no liability for the Taxes of any other Person: (1) under Treasury Regulation Section 1.1502-6 (or any similar provision of applicable Law), (2) as a transferee or successor or (3) otherwise by operation of applicable Law; (xiv) Parent is not a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code; and (xv) Parent has not been a party to any “listed transaction” as defined in Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2).

(b) Parent will not be required to include any item of income or exclude any item of deduction for any taxable period ending after the Closing Date as a result of: (i) adjustment under Section 481 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) by reason of a change in method of accounting for a taxable period ending on or before the Closing Date; (ii) any “closing agreement” described in Section 7121 of the Code (or similar provision of state, local or non-U.S. income Tax Law) executed on or before the Closing Date; (iii) any installment sale or open sale transaction disposition made on or before the Closing Date (iv) any prepaid amount received on or before the Closing Date outside the ordinary course of business; or (v) any intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).

(c) Parent has not deferred the employer’s share of any “applicable employment taxes” under the “CARES Act or received or claimed any Tax credits under Sections 7001 through 7005 of the Families First Coronavirus Response Act, Pub. L. 116-127, H.R. 6201 (Mar. 14, 2020) or Section 2301 of the CARES Act.

(d) Parent is not aware of any fact or circumstance, nor has taken or agreed to take any action, that would reasonably be expected to prevent or impede the Redomestication Merger from qualifying for the Redomestication Intended Tax Treatment.

6.19 Transactions with Affiliates. There are no Contracts between (a) any Purchaser Party, on the one hand, and (b) any officer, director, employee, partner, member, manager, direct or indirect equityholder or Affiliate of any Purchaser Party, on the other hand (each Person identified in this clause (b), a “Parent Related Party”), other than Contracts with respect to a Parent Related Party’s employment with, or the provision of services to, any Purchaser Party that were entered into in the ordinary course of business (including with regard to benefit plans, indemnification arrangements and other ordinary course compensation matters).

6.20 Certain Business Practices. Neither Purchaser Party, nor any director or officer of a Purchaser Party (nor, to the knowledge of the Purchaser Parties, any employee or other agent acting on behalf of a Purchaser Party), in their capacities as such, has, since the date of the applicable Purchaser Party's inception, (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977 or similar Law, (iii) made any other unlawful payment or (iv) directly or, to the knowledge of the Purchaser Parties, indirectly, given or agreed to give any gift or similar benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the Purchaser Parties or assist the Purchaser Parties in connection with any actual or proposed transaction, in each case, which, if not given could reasonably be expected to have had a Purchaser Parties Material Adverse Effect, or which, if not continued in the future, would reasonably be expected to adversely affect the business of the Purchaser Parties that would reasonably be expected to subject the Purchaser Parties to suit or penalty in any private or governmental litigation or proceeding.

6.21 Employees and Employee Benefit Plans. No Purchaser Party (a) has any paid employees or (b) maintains, sponsors, contributes to or otherwise has any Liability under, any employee benefit plans.

6.22 Properties. No Purchaser Party owns, licenses or otherwise has any right, title or interest in any material Intellectual Property. No Purchaser Party owns or leases any material Real Property or personal property.

6.23 Material Contracts.

(a) Other than this Agreement and the Additional Agreements, and except as otherwise Publicly Disclosed, there are no Contracts to which a Purchaser Party is a party or by which any of its properties or assets may be bound, subject or affected, which (i) creates or imposes a Liability greater than \$250,000, (ii) may not be cancelled by Purchaser on less than thirty (30) days' prior notice without payment of a material penalty or termination fee or (iii) prohibits, prevents, restricts or impairs in any material respect any business practice of a Purchaser Party as its business is currently conducted, any acquisition of material property by a Purchaser Party, or restricts in any material respect the ability of a Purchaser Party to engage in business as currently conducted by it or to compete with any other Person or to consummate the transactions contemplated by this Agreement or the Additional Agreements to which it is a party (each, a "Parent Material Contract"). All Parent Material Contracts have been made available to the Company other than those that are exhibits to the Parent SEC Documents.

(b) With respect to each Parent Material Contract: (i) the Parent Material Contract was entered into at arms' length and in the ordinary course of business; (ii) the Parent Material Contract is legal, valid, binding and enforceable in all material respects against the applicable Purchaser Party and, to the knowledge of the Purchaser Parties, the other parties thereto, and is in full force and effect (except, in each case, as such enforcement may be limited by the Creditors' Rights); (iii) no Purchaser Party is in breach or default in any material respect thereunder; and (iv) to the knowledge of the Purchaser Parties, no other party to any Parent Material Contract is in breach or default in any material respect thereunder.

6.24 Insurance. Schedule 6.24 of the Purchaser Parties Disclosure Schedules lists all insurance policies (by policy number, insurer, coverage period, coverage amount, annual premium and type of policy) held by a Purchaser Party relating to a Purchaser Party or its business, properties, assets, directors, officers and employees, copies of which have been provided to the Company. All premiums due and payable under all such insurance policies have been timely paid and each Purchaser Party is otherwise in material compliance with the terms of such insurance policies. All such insurance policies are in full force and effect, and to the knowledge of Purchaser Parties, there is no threatened termination of, or material premium increase with respect to, any of such insurance policies. There have been no insurance claims made by a Purchaser Party. The Purchaser Parties have each reported to their insurers all claims and pending circumstances that would reasonably be expected to result in a claim, except where such failure to report such a claim would not be reasonably likely to have a Purchaser Parties Material Adverse Effect.

6.25 Independent Investigation. Each of the Purchaser Parties has conducted its own independent investigation, review and analysis of the business, results of operations, condition (financial or otherwise) and assets of the Company Group and the Sellers and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company Group and the Sellers for such purpose. Each of the Purchaser Parties acknowledges and agrees that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, it has relied solely upon its own investigation and the express representations and warranties of the Company and the Sellers set forth in this Agreement (subject to

the related portions of the Company Disclosure Schedules) and in any certificate delivered to the Purchaser Parties pursuant hereto, and the information provided by or on behalf of the Company Group or the Sellers for the Registration Statement.

6.26 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE COMPANY, ANY SELLER OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS Article VI, AS QUALIFIED BY THE PURCHASER PARTIES DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, NONE OF THE PURCHASER PARTIES OR ANY AFFILIATE THEREOF MAKES, AND EACH SUCH PERSON EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING AS TO ANY MATERIALS RELATING TO THE BUSINESS AND AFFAIRS OR HOLDINGS OF THE PURCHASER PARTIES THAT HAVE BEEN MADE AVAILABLE TO THE COMPANY, ANY SELLER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OR IN ANY PRESENTATION OF THE BUSINESS AND AFFAIRS OF THE PURCHASER PARTIES BY THE MANAGEMENT OF THE PURCHASER PARTIES OR OTHERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ADDITIONAL AGREEMENTS, AND NO STATEMENT CONTAINED IN ANY OF SUCH MATERIALS OR MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE OR DEEMED TO BE RELIED UPON BY THE COMPANY, ANY SELLER OR ANY AFFILIATE THEREOF IN EXECUTING, DELIVERING AND PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS Article VI, AS QUALIFIED BY THE PURCHASER PARTIES DISCLOSURE SCHEDULES, OR THE ADDITIONAL AGREEMENTS, IT IS UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS OR OTHER PREDICTIONS, ANY DATA, ANY FINANCIAL INFORMATION OR ANY MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS, INCLUDING ANY OFFERING MEMORANDUM OR SIMILAR MATERIALS MADE AVAILABLE BY ANY PURCHASER PARTY ARE NOT AND SHALL NOT BE DEEMED TO BE OR TO INCLUDE REPRESENTATIONS OR WARRANTIES OF ANY PURCHASER PARTY OR ANY AFFILIATE THEREOF OR ANY OTHER PERSON, AND ARE NOT AND SHALL NOT BE DEEMED TO BE RELIED UPON BY THE COMPANY. ANY SELLER OR ANY AFFILIATE THEREOF IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ADDITIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE VII COVENANTS

7.1 Conduct of the Business of the Company.

(a) From the date hereof through the earlier of the termination of this Agreement in accordance with Section 12.1 or the Closing (the “Interim Period”), the Company shall, and shall cause its Subsidiaries to, conduct their respective businesses in all material respects only in the ordinary course, consistent with past practices, and the Company shall not, and shall cause its Subsidiaries not to, enter into any material transactions without the prior written consent of the Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), and shall use their commercially reasonable efforts to preserve substantially intact their respective business relationships with key employees, key suppliers and other Persons with whom they have material business dealings (it being understood that no action or failure to act permitted by Section 7.1(b) shall constitute a breach of this sentence), except as set forth on Schedule 7.1. Notwithstanding anything to the contrary provided in this Agreement, none of the Company and its Subsidiaries shall be required to carry out any action or be prohibited from carrying out any action which would be inconsistent with any Law or which is expressly contemplated in this Agreement.

(b) During the Interim Period, except as contemplated by the terms of this Agreement (including any Transaction Financing) or as set forth on Schedule 7.1, without the Parent's prior consent (which consent shall not be unreasonably withheld, conditioned, or delayed), the Company shall not, and shall cause its Subsidiaries not to:

(i) materially amend, modify or supplement its Organizational Documents other than pursuant to this Agreement or as required by applicable Law;

(ii) amend, waive any provision of, terminate prior to its scheduled expiration date, or otherwise compromise in any way, any Contract or any other right or asset of the Company Group or the Purchaser Parties, which involve payments in excess of \$100,000;

(iii) modify, amend or enter into any contract, agreement, license or, commitment, which obligates the payment of more than \$150,000 per year or \$300,000 in the aggregate over the life of such Contract, other than in the ordinary course of business;

(iv) make any capital expenditures in excess of \$250,000 individually for any project or set of related projects or \$500,000 in the aggregate;

(v) sell, lease, license or otherwise dispose of any of the Company Group's assets or assets covered by any Contract except (i) pursuant to existing Contracts or commitments disclosed herein, (ii) sales of inventory in the ordinary course consistent with past practice, or (iii) not exceeding \$50,000 per asset or \$150,000 in the aggregate;

(vi) pay, declare or promise to pay any dividends or other distributions with respect to its capital stock or share capital, or pay, declare or promise to pay any other payments to any stockholder (other than, in the case of any stockholder that is an employee, officer director or consultant of the Company or its Subsidiaries, payments of salary, benefits, leases, commissions and similar payments in the ordinary course of business);

(vii) authorize any salary increase (A) of more than fifteen percent (15%) for any employee making an annual salary equal to or greater than \$150,000 or (B) in excess of ten (10%) for all employees in the aggregate or materially increase the bonus or profit sharing policies of the Company Group other than in the ordinary course of business consistent with past practice;

(viii) obtain or incur any Indebtedness, including drawings under the Company Group's existing lines of credit, in an amount that exceeds \$6,000,000 in the aggregate;

(ix) incur any material Lien on the Company Group's material assets, except for Permitted Liens or the Liens incurred in the ordinary course of business consistent with past practice;

(x) merge or consolidate with or acquire any other Person or be acquired by any other Person;

(xi) permit any material insurance policy protecting any of the Company Group's material assets with an aggregate coverage amount in excess of \$150,000 to lapse unless a replacement policy having comparable deductions and providing coverage equal to or greater than the coverage under the lapsed policy for substantially similar premiums or less is in full force and effect;

(xii) except as required by U.S. GAAP or applicable Law, make any material change in its accounting principles other than in accordance with the applicable accounting policies or methods or write down the value of any inventory or assets other than in the ordinary course of business consistent with past practice;

(xiii) with respect to the Company only, change the principal place of business or jurisdiction of organization;

(xiv) extend any loans other than travel or other expense advances to employees in the ordinary course of business or with the principal amount not exceeding \$50,000, or extend any loans other than travel or other expenses to officers, directors, employees or consultants;

(xv) issue, redeem or repurchase any share capital or share, membership interests or other securities, or issue any securities exchangeable for or convertible into any share or any shares of its share capital;

(xvi) make or change any material Tax election or change any annual Tax accounting periods relating to material Taxes, except as required by applicable Law; settle or compromise any material claim, notice, audit report or assessment in respect of Taxes; or enter into any Tax allocation, Tax sharing, Tax indemnity or other closing agreement relating to any material Taxes (other than a contract entered into in the ordinary course of business consistent with past practices, the primary purpose of which is not related to Taxes); or surrender or forfeit any right to claim a material Tax refund; or knowingly take or fail to take any action, which action or failure to act prevents or impedes, or would reasonably be expected to prevent or impede, the Redomestication Intended Tax Treatment; or

(xvii) undertake any legally binding obligation to do any of the foregoing.

(c) Without limiting Sections 7.1(a) and 7.1(b), during the Interim Period, without the prior written consent of the Parent, (i) the Company shall not issue any Company Shares, and (ii) no Seller shall sell, transfer or dispose of any Company Shares owned by such Seller, in either case of clauses (i) and (ii), unless the recipient or transferee of such Company Shares (x) becomes a Joining Seller hereunder by executing and delivering to the Parent, Purchaser and the Company a Joinder Agreement (after the effective date of the Registration Statement unless such transferee is a Company Insider), which Joinder Agreement contains an acknowledgement by such holder of Company Shares that it has received the definitive Registration Statement, and which Joinder Agreement is accepted in writing and executed and delivered by the Parent, Purchaser and the Company, and (y) executes and delivers to the Parent, Purchaser and the Company any Additional Agreements which such transferee would have been required to be a party or bound if such transferee were a Seller on the date of this Agreement or to which the transferring Seller is otherwise bound. The parties shall make any appropriate adjustments to Annex I and each Seller's Pro Rata Share to account for any such new Joining Seller.

7.2 Conduct of the Business of the Purchaser Parties.

(a) During the Interim Period, the Parent (and the Purchaser after the Redomestication Effective Time) shall remain a "blank check company" as defined under the Securities Act, shall keep current and timely file all of its public filings with the SEC, and neither the Parent or the Purchaser shall conduct any business operations or activities other than as required in connection with this Agreement and the Parent's ordinary course operations to maintain its status as a Nasdaq-listed special purpose acquisition company pending the completion of the transactions contemplated hereby. Notwithstanding anything to the contrary provided in this Agreement, none of the Purchaser Parties and their respective Subsidiaries shall be required to carry out any action or be prohibited from carrying out any action which would be inconsistent with any Law or which are expressly contemplated in this Agreement.

(b) Without limiting the generality of the foregoing, during the Interim Period, except as contemplated by the terms of this Agreement (including any Transaction Financing), without the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), the Purchaser Parties shall not, and shall cause their respective Subsidiaries, if any, not to:

(i) amend, waive or otherwise change or fail to comply with the Investment Management Trust Agreement in any manner adverse to the Purchaser Parties or the Purchaser Parties' ability to consummate the transactions contemplated by this Agreement;

(ii) amend, modify or supplement its Organizational Documents other than pursuant to this Agreement;

(iii) make any capital expenditures;

(iv) split, combine, recapitalize or reclassify any of its Equity Securities or issue any other securities in respect thereof, or pay, declare or promise to pay any dividends or other distributions with respect to its capital stock or share capital, or pay, declare or promise to pay any other payments to any stockholder or shareholder;

(v) waive, release, assign, settle or discharge any claim or Action, other than waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages (and not the imposition of equitable relief on, or the admission of wrongdoing by, Parent or its Subsidiary) not in excess of \$50,000 (individually or in the aggregate);

(vi) establish any Subsidiary or enter into any new line of business;

(vii) obtain or incur any Indebtedness or Liability in excess of \$350,000 in the aggregate (other than (A) Indebtedness owed to any Lenders pursuant to working capital loans made in accordance with the IPO Prospectus, (B) Trust Account extension fees incurred in accordance with the Investment Management Trust Agreement, or (C) up to \$1,200,000 for legal or accounting advisor and/or other professional and regulatory fees incurred in connection with the transactions contemplated by this Agreement);

(viii) except in connection with any Transaction Financing, issue, sell, pledge, redeem, repurchase or otherwise acquire any of the Equity Securities of a Purchaser Party (other than redemptions of the Parent's (or after the Redomestication Merger, the Purchaser's) public shareholders as required by the Parent's Organizational Documents (or after the Redomestication Merger, the Purchaser's Organizational Documents) and the IPO Prospectus in connection with the Extension (the "Extension Redemption") or the Closing (the "Closing Redemption")), engage in any hedging transaction with a third Person with respect to any Equity Securities of a Purchaser Party or enter into any agreement, understanding or arrangement with respect to the voting of its Equity Securities;

(ix) make or change any material Tax election or change any annual Tax accounting periods relating to material Taxes, except as required by applicable Law; settle or compromise any material claim, notice, audit report or assessment in respect of Taxes; or enter into any Tax allocation, Tax sharing, Tax indemnity or other closing agreement relating to any material Taxes (other than a contract entered into in the ordinary course of business consistent with past practices, the primary purpose of which is not related to Taxes); or surrender or forfeit any right to claim a material Tax refund; or knowingly take or fail to take any action, which action or failure to act prevents or impedes, or would reasonably be expected to prevent or impede, the Reincorporation Intended Tax Treatment;

(x) revalue any of its material assets or make any change in accounting methods, principles or practices, except to the extent required to comply with GAAP, and after consulting the Parent's outside auditors;

(xi) fail to use commercially reasonable efforts to keep in force insurance policies or replacement or revised policies providing insurance coverage with respect to its assets, operations and activities in such amount and scope of coverage as are currently in effect;

(xii) terminate, waive or assign any material right under any Parent Material Contract;

(xiii) (A) acquire, including by merger, consolidation, acquisition of equity interests or assets, or any other form of business combination, any corporation, partnership, limited liability company, other business organization or any division thereof, or any material amount of assets outside the ordinary course of business or (B) sell, lease, license, transfer, exchange or swap, mortgage or otherwise pledge or encumber (including securitizations), or otherwise dispose of any material portion of its properties, assets or rights;

(xiv) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization (other than with respect to the Redomestication Merger);

(xv) take any action that would reasonably be expected to significantly delay or impair the obtaining of any consents of any Authority to be obtained in connection with this Agreement; or

(xvi) undertake any legally binding obligation to do any of the foregoing.

7.3 No Solicitation. During the Interim Period, other than in connection with the transactions contemplated hereby (including any Transaction Financing), neither the Company, on the one hand, nor the Purchaser Parties, on the other hand, shall, and such Persons shall cause each of their respective officers, directors, Affiliates, managers, consultants, employees, representatives (including investment

bankers, attorneys and accountants) and agents (as applicable to each such Person, such Person's "Representatives") not to, directly or indirectly, (i) knowingly encourage, solicit, initiate, engage or participate in negotiations with any Person concerning, or make any offers or proposals related to, any Alternative Transaction, (ii) take any other action intended or designed to facilitate the efforts of any Person relating to a possible Alternative Transaction, (iii) enter into, engage in or continue any discussions or negotiations with respect to an Alternative Transaction with, or provide any non-public information, data or access to employees to, any Person that has made, or that is considering making, a proposal with respect to an Alternative Transaction or (iv) approve, recommend or enter into any Alternative Transaction or any Contract related to any Alternative Transaction. For purposes of this Agreement, the term "Alternative Transaction" shall mean any of the following transactions to which the Company Group or any Purchaser Party is a party (other than the transactions contemplated by this Agreement): (1) any merger, consolidation, share exchange, business combination, amalgamation, recapitalization, consolidation, liquidation or dissolution or other similar transaction, or (2) any sale, lease, exchange, transfer or other disposition of more than 50% of the consolidated assets of such Person (other than the sale, the lease, transfer or other disposition of assets in the ordinary course of business) or more than 50% of the share capital or capital stock of the Company Group or the Purchaser Parties in a single transaction or series of transactions. With respect to the Purchaser Parties, an Alternative Transaction will also include any Business Combination with a Person other than the Company or its Affiliates; and with respect to the Company, an Alternative Transaction will also include any initial business combination with a special purpose acquisition company other than the Purchaser Parties. In the event that there is an unsolicited proposal for, or an indication of a serious interest in entering into, an Alternative Transaction, communicated in writing to the Company or its Subsidiaries or the Parent or its Subsidiaries or any of their respective Representatives (each, an "Alternative Proposal"), the Company or the Parent, as the applicable party that receives such Alternative Proposal (directly or indirectly through its Representatives), shall as promptly as practicable (and in any event within two (2) Business Days after receipt) advise the other such party in writing of such Alternative Proposal and the material terms and conditions of any such Alternative Proposal (including any changes thereto) and the identity of the person making any such Alternative Proposal. The Company and the Purchaser Parties shall keep the other parties informed on a reasonably current basis of material developments with respect to any such Alternative Proposal.

7.4 Access to Information. During the Interim Period, the Company and the Purchaser Parties shall, to the best of their abilities and to the extent permitted by Law, (a) continue to give the other party, its legal counsel and other Representatives reasonable access to its offices, properties, and Books and Records, (b) furnish to the other party, its legal counsel and other Representatives such information relating to the business of such party and its Subsidiaries as such Persons may reasonably request and (c) cause its Representatives to cooperate with the other party in such other party's investigation of its business; provided that no investigation pursuant to this Section (or any investigation prior to the date hereof) shall affect any representation or warranty given by the Company or the Purchaser Parties and, provided further, that any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Company Group or the Purchaser Parties. Notwithstanding anything to the contrary in this Agreement, no party shall be required to provide the access described above or disclose any information if doing so is reasonably likely to (i) result in a waiver of attorney client privilege, work product doctrine or similar privilege or (ii) violate any Contract to which it is a party or to which it is subject or applicable Law; provided that the non-disclosing party must advise the other party that it is withholding such access and/or information and (to the extent reasonably practicable) and the basis on which the access not granted and/or information not disclosed.

7.5 Notices of Certain Events. During the Interim Period, each party shall promptly notify the other parties of:

(a) any notice or other communication from any Person (including any Authority) alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or that the transactions contemplated by this Agreement might give rise to any Action by or on behalf of such Person or result in the creation of any Lien on any Company Share or Equity Securities of a Purchaser Party or any of the Company Group's or the Purchaser Parties' assets;

(b) any notice containing substantive communication from any Authority in connection with the transactions contemplated by this Agreement or the Additional Agreements;

(c) the occurrence of any fact(s) or circumstance(s) which constitute or result in, or which would reasonably expected to constitute or result in, with respect to notifications by the Company or any Seller, a Company Material Adverse Effect or, with respect to notifications by a Purchaser Party, a Purchaser Parties Material Adverse Effect;

(d) any Actions commenced or, to such party's knowledge, threatened against, relating to or involving or otherwise affecting the consummation of the transactions contemplated by this Agreement or the Additional Agreements; and

(e) the occurrence of any fact(s) or circumstance(s) which results, or would reasonably be expected to result, in any representation made hereunder by such party to be false or misleading in any material respect or to omit or fail to state a material fact, in each case that would result in the failure to satisfy the condition to the other party's obligation to close as set forth in Section 10.2(b) or 10.3(b), as applicable.

7.6 SEC Filings; Section 16 Filings

(a) The Company acknowledges that: (i) the Parent's stockholders must approve the transactions contemplated by this Agreement prior to the Share Exchange contemplated hereby being consummated and that, in connection with such approval, the Parent must call a special meeting of its stockholders requiring Purchaser Parties to prepare and file with the SEC a Proxy Statement and Registration Statement (as defined in Section 9.5); (ii) the Purchaser Parties will be required to file with the SEC quarterly and annual reports that may be required to contain information about the transactions contemplated by this Agreement; and (iii) the Parent will be required to file a Form 8-K to announce the transactions contemplated hereby and other significant events that may occur in connection with such transactions.

(b) In connection with any filing the Purchaser Parties make with the SEC that requires information about the transactions contemplated by this Agreement to be included, the Company will, and will use its commercially reasonable efforts to cause its Affiliates to, in connection with the disclosure included in any such filing or the responses provided to the SEC in connection with the SEC's comments to a filing, use their commercially reasonable efforts to (i) cooperate with the Purchaser Parties, (ii) respond to questions about the Company Group required in any filing or requested by the SEC, and (iii) provide any required information reasonably requested by the Purchaser Parties in connection with any filing with the SEC.

(c) During the Interim Period, the Parent (and after the Redomestication Merger, the Purchaser) shall keep current and timely file all of its public filings with the SEC and otherwise comply in all material respects with applicable securities Laws and shall use its commercially reasonable efforts prior to the Closing to maintain the listing of the Parent Common Stock, the Parent Rights and the Parent Public Warrants on Nasdaq (and the respective Purchaser Securities issued in exchange for such Parent Securities in the Redomestication Merger); provided, that the parties acknowledge and agree that from and after the Closing, the parties intend to list on Nasdaq only the Purchaser Ordinary Shares and the Purchaser Public Warrants.

(d) The Purchaser Parties shall use commercially reasonable efforts (to the extent permitted under applicable Law) as are reasonably necessary to cause any acquisition or disposition of Purchaser Ordinary Shares or any derivative thereof that occurs or is deemed to occur by reason of or pursuant to the transactions contemplated by this Agreement (including any Transaction Financing) by each Person who is or will be or may become subject to Section 16 of the Exchange Act with respect to the Purchaser, including by virtue of being deemed a director by deputation, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

7.7 Trust Account. Subject to Section 13.5, the parties agree that after the Closing, the Purchaser shall make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the Investment Management Trust Agreement and for the payment of (i) first, all amounts payable to public stockholders of the Purchaser who have their Purchaser Ordinary Shares redeemed in the Closing Redemption, (ii) second, the Deferred Underwriting Amount to the underwriter in the IPO, (iii) third, the unpaid expenses of the Purchaser Parties and the Company Group (including legal and accounting fees) to the third parties to which they are owed, (iv) fourth, the repayment of any Sponsor Loans in accordance with Section 13.5(b) and (iv) the remaining monies in the Trust Account to either the Purchaser or the Company or its Subsidiaries, as directed by the Company. Except as otherwise provided in the Investment Management Trust Agreement, the Purchaser Parties shall not agree to, or permit, any amendment or modification of, or waiver under, the Investment Management Trust Agreement, or withdraw any funds from the Trust Account, without the prior written consent of the Company.

7.8 Transaction Financing. Without limiting anything to the contrary contained herein, during the Interim Period, the Purchaser Parties shall use their best efforts to enter into financing agreements (any such agreements, “Financing Agreements”) on such terms as the Parent and the Company shall agree (each of the Parent’s and the Company’s agreement thereto not to be unreasonably withheld, conditioned or delayed) (collectively, the “Transaction Financing”) and, if requested by the Parent, the Company shall, and shall cause its Representatives to, reasonably cooperate with the Purchaser Parties in connection with such Financing Agreements (including having the Company’s senior management participate in any investor meetings and roadshows as reasonably requested by the Parent). Except to the extent permitted pursuant to the terms of the Financing Agreements or otherwise approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed), and except for any of the following actions in clauses (i) or (ii) below that would not materially increase conditionality or impose any new material obligation on the Company Group or the Purchaser Parties, during the Interim Period, the Purchaser Parties shall not (i) reduce the committed investment amount to be received by a Purchaser Party or the Company Group under any Financing Agreement or reduce or impair the rights of a Purchaser Party or the Company Group under any Financing Agreement or (ii) permit any amendment or modification to be made to, any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Financing Agreements, in each case, other than any assignment or transfer contemplated therein or expressly permitted thereby (without any further amendment, modification or waiver to such assignment or transfer provision). The Purchaser Parties and the Company shall use their best efforts to consummate the Transaction Financing in accordance with the Financing Agreements. Without limiting the foregoing, the Purchaser Parties and the Company shall use their best efforts to meet the condition to the Closing set forth in Section 10.1(i).

7.9 Directors’ and Officers’ Indemnification and Insurance.

(a) The parties agree that all rights to exculpation, indemnification and advancement of expenses existing in favor of the current or former directors and officers (or equivalent role) of the Purchaser Parties or the Company or its Subsidiaries (the “D&O Indemnified Persons”) as provided in their respective Organizational Documents, in each case as in effect on the date of this Agreement, or under any indemnification, employment or other similar agreements between any D&O Indemnified Person and any of the Purchaser Parties in effect on the date hereof and disclosed in Schedule 7.9(a), shall survive the Closing and continue in full force and effect in accordance with their respective terms to the extent permitted by applicable Law. For a period of six (6) years after the Closing, Purchaser shall cause the Organizational Documents of Purchaser and the Company and its Subsidiaries to contain provisions no less favorable with respect to exculpation and indemnification of and advancement of expenses to D&O Indemnified Persons than are set forth as of the date of this Agreement in the Organizational Documents of the respective Person to the extent permitted by applicable Law. The provisions of this Section 7.9 shall survive the Closing and are intended to be for the benefit of, and shall be enforceable by, each of the D&O Indemnified Persons and their respective heirs and Representatives.

(b) The Purchaser Parties shall obtain and fully pay at the Closing (or to the extent permitted by such policies while still allowing effectiveness from the Closing, promptly after the Closing) out of the remaining proceeds of the Trust Fund after the Closing Redemption and/or Transaction Financing proceeds the premium for a “tail” insurance policy that provides coverage for up to a six-year period from the Closing Date for the benefit of the D&O Indemnified Persons (the “D&O Tail Insurance”) that is substantially equivalent to and in any event not less favorable in the aggregate than Parent’s existing policy or, if substantially equivalent insurance coverage is unavailable, the best available coverage; provided that in no event shall the Purchaser Parties be required to expend for such policies pursuant to this Section 7.9(b) an aggregate amount in excess of 200% of the amount per annum that the Parent paid in its last full fiscal year, which amount is set forth in Schedule 7.9(b). Purchaser shall cause such D&O Tail Insurance to be maintained in full force and effect, for its full term and honor all obligations thereunder.

7.10 Reporting and Compliance with Laws. During the Interim Period, each of the Company Group and the Purchaser Parties shall duly and timely file all material Tax Returns required to be filed with the applicable Taxing Authorities, pay any and all material Taxes required by any Taxing Authority and duly observe and conform in all material respects, to all applicable Laws and Orders.

7.11 Employment Agreements. During the Interim Period, each of the Company and the Purchaser Parties shall use their commercially reasonable efforts to cause the individuals set forth on Schedule 7.11 (including the Key Employees) to enter into new employment agreements (the “Employment Agreements”) with the Purchaser, in each case effective as of the Closing, in form and substance reasonably acceptable to Parent and the Company.

ARTICLE VIII COVENANTS OF THE COMPANY

8.1 Annual and Interim Financial Statements.

(a) The Company shall use its commercially reasonable efforts to deliver to the Purchaser Parties on or prior to October 31, 2023 true and complete copies of (i) the consolidated balance sheets of the Company Group as of September 30, 2022 and September 30, 2021, and the related consolidated statements of income, cash flows and changes in shareholder equity of the Company Group for the year periods then ended, each audited by a PCAOB qualified auditor in accordance with PCAOB standards (the “PCAOB Audited Company Financials”), and (ii) the unaudited consolidated balance sheet of the Company Group as of June 30, 2023, and the related unaudited consolidated statements of income, cash flows and changes in shareholder equity of the Company Group for the nine (9) month period then ended, each reviewed by a PCAOB qualified auditor in accordance with PCAOB standards (the “PCAOB Reviewed Quarterly Company Financials” and, together with the PCAOB Audited Company Financials, the “PCAOB Company Financials”).

(b) During the Interim Period, within forty (40) calendar days following the end of each three-month fiscal quarterly period, the Company Group shall use its commercially reasonable efforts to deliver to the Purchaser Parties, for the first three fiscal quarters of the year, unaudited consolidated financial statements of the Company and its Subsidiaries reviewed by the Company’s auditor. During the Interim Period, the Company shall also promptly deliver to the Purchaser Parties copies of any audited annual consolidated financial statements of the Company and its Subsidiaries that the Company’s auditor may issue.

8.2 Additional Agreements. The Company will use its commercially reasonable efforts to cause the Significant Shareholders to enter into Lock-Up Agreements and the Amended Registration Rights Agreement.

ARTICLE IX ADDITIONAL COVENANTS

9.1 Efforts; Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, and cooperate as reasonably requested by the other parties, to consummate and implement expeditiously each of the transactions contemplated by this Agreement (including the receipt of all approvals, consents or Permits from Authorities or other third parties, including Company Group Consents, that are required for the consummation of the transactions contemplated by this Agreement and the Additional Agreements).

(b) The parties hereto shall reasonably cooperate with each other and execute and deliver such other documents, certificates, agreements and other writings and use their commercially reasonable efforts to take such other actions as may be necessary, proper or advisable on their part under this Agreement and applicable Laws in order to consummate or implement expeditiously each of the transactions contemplated by this Agreement.

(c) The Purchaser Parties and the Company shall use commercially reasonable efforts to take all actions as may be reasonably requested by any such Authority to obtain all applicable approvals, consents or Permits from such Authority that are required for the consummation of the transactions contemplated by this Agreement and the Additional Agreements. In furtherance and not in limitation of the foregoing, each applicable party hereto agrees, at such party’s sole cost and expense, to make an appropriate filings promptly after the date hereof pursuant to the requirements of any Antitrust Laws with respect to the transactions contemplated hereby, and to supply as promptly as reasonably practicable any additional information or documents that may be requested pursuant to such Antitrust Laws and to reasonably cooperate with the other parties and use commercially reasonable efforts to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under any applicable Antitrust Laws as soon as reasonably practicable.

(d) As soon as reasonably practicable following the date of this Agreement, the parties shall reasonably cooperate with each other and use (and shall cause their respective Affiliates to use) their respective commercially reasonable efforts to prepare and file with Authorities requests for approval of the transactions contemplated by this Agreement and shall use all commercially reasonable efforts to have such Authorities approve the transactions contemplated by this Agreement. Each party shall give prompt written notice to the Parent and the Company, as applicable, if such party or any of its Representatives receives any notice from such Authorities in connection with the transactions contemplated by this Agreement, and shall promptly furnish the Parent and the Company, as applicable, with a copy of such Authority notice. Subject to applicable Law, no party shall initiate or participate in any meeting or discussion with any Authority with respect to any filings, applications, investigations or other inquiry in connection with the transactions contemplated hereby without, to the extent practicable, giving the Company and the Parent, as applicable, reasonable prior notice of the meeting. If any Authority requires that a hearing or meeting be held in connection with its approval of the transactions contemplated hereby, each of the Company Group and the Purchaser Parties shall arrange for Representatives of such party to be present for such hearing or meeting to the extent permitted by the Authority. If any objections are asserted with respect to the transactions contemplated by this Agreement under any applicable Law or if any Action is instituted (or threatened to be instituted) by any applicable Authority or any private Person challenging any of the transactions contemplated by this Agreement or any Additional Agreement as violative of any applicable Law or which would otherwise prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or thereby, the parties shall use their commercially reasonable efforts to resolve any such objections or Actions so as to timely permit consummation of the transactions contemplated by this Agreement and the Additional Agreements, including in order to resolve such objections or Actions which, in any case if not resolved, could reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby or thereby. In the event any Action is instituted (or threatened to be instituted) by an Authority or private Person challenging the transactions contemplated by this Agreement, or any Additional Agreement, the parties shall, and shall cause their respective Representatives to, reasonably cooperate with each other and use their respective commercially reasonable efforts to contest and resist any such Action and to have vacated, lifted, reversed or overturned any Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement or the Additional Agreements.

9.2 Tax Matters.

(a) Parent and Purchaser shall use their reasonable best efforts to cause the Redomestication Merger to qualify for the Redomestication Intended Tax Treatment, and none of Parent, Purchaser, the Company and their respective Affiliates has taken or will take any action (or fail to take any action), if such action (or failure to act), whether before or after the Closing, would reasonably be expected to prevent or impede the Redomestication Merger from qualifying for such intended Tax treatment.

(b) Each of Parent, Purchaser, the Company, and their respective Affiliates shall file all Tax Returns consistent with the Redomestication Intended Tax Treatment (including attaching the statement described in Treasury Regulations Section 1.368-(a) on or with the its Tax Return for the taxable year of the Redomestication Merger), and shall take no position inconsistent with the Redomestication Intended Tax Treatment (whether in audits, Tax Returns or otherwise), unless otherwise required by a Taxing Authority as a result of a “determination” within the meaning of Section 1313(a) of the Code.

(c) Any and all Transfer Taxes shall be paid fifty percent (50%) by Parent and fifty percent (50%) by the Company. The party required by Law to do so shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and if required by applicable Law, the parties shall, and shall cause their respective Affiliates to, join in the execution of any such Tax Returns and other document. Any expenses incurred in connection with the filing of such Tax Returns or other documentation shall be borne equally by Parent and the Company. Notwithstanding any other provision of this Agreement, the Parties shall (and shall cause their respective Affiliates to) cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

(d) In the event the SEC requires a tax opinion regarding the Redomestication Intended Tax Treatment, the Purchaser Parties will use their reasonable best efforts to cause Loeb & Loeb LLP to deliver such tax opinion to the Purchaser Parties. Each party shall use commercially reasonable efforts to execute and deliver customary Tax representation letters to the applicable tax advisor in form and substance reasonably satisfactory to such advisor.

(e) Within one hundred twenty (120) days after the end of Purchaser’s current taxable year and each subsequent taxable year of Purchaser for which Purchaser reasonably believes that Purchaser may be a “passive foreign investment company” within the

meaning of Section 1297 of the Code (“PFIC”), the Purchaser shall (1) determine its status as a PFIC, (2) determine the PFIC status of each of its Subsidiaries that at any time during such taxable year was a foreign corporation within the meaning of Section 7701(a) of the Code (the “Non-U.S. Subsidiaries”), and (3) make such PFIC status determinations available to their shareholders as of immediately prior to the Closing. If Purchaser determines that Purchaser was, or could reasonably be deemed to have been, a PFIC in such taxable year, Purchaser shall use commercially reasonable efforts to provide the statements and information (including, a PFIC Annual Information Statement meeting the requirements of Treasury Regulation Section 1.1295-1(g)) necessary to enable its shareholders as of immediately prior to the Closing and their direct and/or indirect owners that are United States persons (within the meaning of Section 7701(a)(30) of the Code) to comply with all provisions of the Code with respect to PFICs, including making and complying with the requirements of a “Qualified Electing Fund” election pursuant to Section 1295 of the Code or filing a “protective statement” pursuant to Treasury Regulation Section 1.1295-3 with respect to Purchaser or any of the Non-U.S. Subsidiaries, as applicable. The covenants contained in this Section 9.2(e), notwithstanding any provision elsewhere in this Agreement, shall survive in full force and effect until the later of (x) two (2) years after the end of the current taxable year of Purchaser or (y) such time as Purchaser has reasonably determined that it is not a PFIC for three (3) consecutive taxable years.

9.3 Disclosure Schedule Updates. During the Interim Period, the Company and the Sellers will have the right, but not the duty, to update the Company Disclosure Schedules, and Parent will have the right, but not the duty, to update the Purchaser Parties Disclosure Schedules, in each case by providing notice to the other in accordance with the terms of this Agreement, to add disclosures with respect to actions taken by or on behalf of such party or its Subsidiaries after the date of this Agreement that are either (i) expressly contemplated by the terms of this Agreement or (ii) in the ordinary course of business and expressly permitted under the terms of this Agreement, including under Sections 7.1 and 7.2 hereof, as applicable. Any such update, so long as it is provided at least five (5) Business Days prior to the Closing and otherwise fulfills the requirements of this Section 9.3, will be deemed to cure any inaccuracy or breach as of the Closing Date with respect to such matters, except to the extent that such matters would constitute, individually or in the aggregate, a Purchaser Parties Material Adverse Effect or Company Material Adverse Effect, as applicable.

9.4 Compliance with SPAC Agreements. If required by the counterparties thereto or deemed reasonably appropriate or necessary by the Company or the Parent, the Purchaser shall assume the obligations under each of the applicable agreements entered into in connection with the IPO for which such an assumption is so deemed to be reasonably appropriate or necessary.

9.5 Registration Statement.

(a) As promptly as practicable after the date hereof, Purchaser Parties shall prepare with the assistance, cooperation and commercially reasonable efforts of the Company Group, and file with the SEC a registration statement on Form S-4 (as amended or supplemented from time to time, and including the Proxy Statement contained therein, the “Registration Statement”) in connection with the registration under the Securities Act of Purchaser Securities to be issued in the Redomestication Merger and Share Exchange, which Registration Statement will also contain a proxy statement of Parent (as amended, the “Proxy Statement”) for the purpose of soliciting proxies from Parent stockholders for the matters to be acted upon at the Parent Special Meeting and providing the public stockholders of Parent an opportunity in accordance with Parent’s Organizational Documents and the IPO Prospectus to have their Parent Common Stock redeemed in conjunction with the stockholder vote on the Parent Stockholder Approval Matters as defined below. The Proxy Statement shall include proxy materials for the purpose of soliciting proxies from Parent stockholders to vote, at an extraordinary general meeting of Parent stockholders to be called and held for such purpose (the “Parent Special Meeting”), in favor of resolutions approving (i) the adoption and approval of this Agreement and the Additional Agreements and the transactions contemplated hereby or thereby, including the Redomestication Merger and the Share Exchange, by the holders of Parent Common Stock in accordance with the Parent’s Organizational Documents, Delaware Law, BVI Law and the rules and regulations of the SEC and Nasdaq, (ii) if and to the extent required by the Organizational Documents of a Purchaser Party, Delaware Law or BVI Law or the rules and regulations of the SEC or Nasdaq, the issuance of any Purchaser Securities in connection with the Transaction Financing, including adoption and approval of the issuance of more than twenty percent (20%) of the outstanding Purchaser Ordinary Shares, (iii) the adoption and approval of a new post-Closing equity incentive plan for Purchaser in form mutually agreed upon between the Parent and the Company (the “Purchaser Equity Incentive Plan”), (iv) to the extent required to be approved by holders of Parent Common Stock, the adoption and approval of the Amended Purchaser Organizational Documents, (v) the appointment of the members of the Post-Closing Purchaser Board in accordance with Section 2.5(b) hereof, (vi) such other matters as the Company and Parent shall hereafter mutually determine to be necessary or appropriate in order to effect the Redomestication Merger, the Share Exchange and the other transactions contemplated by this Agreement and the Additional Agreements (the approvals described in foregoing clauses (i) through (vi), collectively, the “Parent Stockholder Approval Matters”), (vii) an amendment to Parent’s Amended and Restated Certificate of Incorporation, effective immediately prior to

the Redomestication Merger, to remove the “Redemption Limitation” requirements set forth in Sections 9.2(a), 9.2(e) and 9.2(f) thereof in connection with the transactions contemplated by this Agreement (the “Redemption Limitation Amendment”), and (viii) the adjournment of the Parent Special Meeting, if necessary or desirable in the reasonable determination of Parent.

(b) Parent, acting through its board of directors (or a committee thereof), shall (i) recommend to the Parent Stockholders to vote for each of the Parent Stockholder Approval Matters (and shall not change, modify or revoke such recommendation), (ii) use its commercially reasonable efforts to solicit from its stockholders proxies or votes in favor of the approval of the Parent Stockholder Approval Matters, and (iii) take all other action necessary or advisable to secure the approval of the Parent Stockholder Approval Matters as promptly as practicable after the Registration Statement has become effective. If on the date for which the Parent Special Meeting is scheduled, Parent has not received proxies representing a sufficient number of shares to obtain the Required Parent Stockholder Approval (as defined below), whether or not a quorum is present, Parent may make one or more successive postponements or adjournments of the Parent Special Meeting; provided that the Parent Special Meeting may not be postponed or adjourned by an aggregate of more than ten (10) Business Days without the Company’s prior written consent. In connection with the Registration Statement, Parent, Purchaser and the Company will file with the SEC financial and other information about the transactions contemplated by this Agreement in accordance with applicable Law and applicable proxy solicitation and registration statement rules set forth in Parent’s organizational documents, Delaware Law, BVI Law and the rules and regulations of the SEC and Nasdaq.

(c) The Purchaser Parties shall cooperate and provide the Company Group and its Representatives with a reasonable opportunity to review and comment on the Registration Statement and any amendment or supplement thereto prior to filing the same with the SEC. The Company Group shall, as promptly as reasonably practicable, provide the Purchaser Parties with such information concerning the Company Group and its equity holders, officers, directors, employees, assets, Liabilities, condition (financial or otherwise), business and operations that may be required or appropriate for inclusion in the Registration Statement, or in any amendments or supplements thereto, which information provided by the Company Group shall be true and correct in all material respects, shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not materially misleading (subject to the qualifications and limitations set forth in the materials provided by the Company Group), and shall comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder; and in addition shall contain substantially the same financial and other information about the Company Group and its stockholders or shareholders as is required under Regulation 14A of the Exchange Act regulating the solicitation of proxies. The Company Group understands that such information shall be included in the Proxy Statement and/or responses to comments from the SEC or its staff in connection therewith and mailings. The Company Group shall cause their managers, directors, officers and employees to be reasonably available to the Purchaser Parties and their counsel in connection with the drafting of such filings and mailings and responding in a timely manner to comments from the SEC. If required by applicable SEC rules or regulations, such financial information provided by the Company Group must be reviewed or audited by the Company Group’s auditors. The Parent shall provide such information concerning Parent and its equity holders, officers, directors, employees, assets, Liabilities, condition (financial or otherwise), business and operations that may be required or appropriate for inclusion in the Registration Statement, or in any amendments or supplements thereto, which information provided by the Parent shall be true and correct and not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made not materially misleading. The Purchaser Parties will use all commercially reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Redomestication Merger, the Share Exchange and the other transactions contemplated hereby.

(d) The Purchaser Parties shall take any and all commercially reasonable and necessary actions required to satisfy the requirements of the Securities Act, the Exchange Act and other applicable Laws in connection with the Registration Statement and the Parent Special Meeting and to cause the Registration Statement to become effective. Each party shall, and shall cause each of its Subsidiaries to, make their respective directors, officers and employees, upon reasonable advance notice, available, at a reasonable time and location, to the Company Group, the Purchaser, Parent and their respective Representatives in connection with the drafting of the public filings with respect to the transactions contemplated by this Agreement, including the Registration Statement, and responding in a timely manner to comments from the SEC. Each party shall promptly correct any information provided by it for use in the Registration Statement (and other related materials) if and to the extent that such information is determined to have become false or misleading in any material respect or as otherwise required by applicable Laws. The Purchaser Parties shall amend or supplement the Registration Statement for any such corrections and cause the Registration Statement, as so amended or supplemented, to be filed with the SEC.

(e) As soon as practicable following the Registration Statement “clearing” comments from the SEC and becoming effective, the Purchaser Parties shall distribute the Proxy Statement to Parent’s stockholders, and, pursuant thereto, shall call the Parent Special Meeting in accordance with Delaware Law for a date no later than thirty (30) days following the effectiveness of the Registration Statement.

(f) If the Parent’s stockholders approve the Redemption Limitation Amendment at the Parent Special Meeting, then promptly after the Parent Special Meeting and prior to the Redomestication Merger, the Parent shall amend its Amended and Restated Certificate of Incorporation in accordance with the amendments contemplated by the Redemption Limitation Amendment.

(g) The Purchaser Parties will comply with all applicable Laws, any applicable rules and regulations of Nasdaq, their respective Organizational Documents and this Agreement in the preparation, filing and distribution of the Registration Statement and Proxy Statement, any solicitation of proxies thereunder, the calling and holding of the Parent Special Meeting and the Closing Redemption.

9.6 Confidentiality. Except as necessary to complete the Proxy Statement and Registration Statement (and except solely to the extent required to be disclosed, based on the advice of outside counsel, in any future registration statement of Parent for any future Business Combination subsequent to the termination of this Agreement), during the Interim Period and, in the event that this Agreement is terminated in accordance with Section 12.1, for a period of two (2) years after such termination, the Company, on the one hand, and the Purchaser Parties, on the other hand (for purposes hereof, as applicable, the “Receiving Party”), shall hold and shall cause their respective Representatives to hold in strict confidence, unless compelled to disclose by judicial or administrative process or by other requirements of applicable Law, all documents and information concerning the other set of parties (for purposes hereof, the “Disclosing Party”) or their respective Representatives, shareholders, customers, properties, financial condition, business or operations furnished to it by or on behalf of the Disclosing Party or its Representatives in connection with the transactions contemplated by this Agreement (except to the extent that such information can be shown by the Receiving Party to have been (a) previously known by the Receiving Party without an obligation of confidentiality with respect thereto, (b) in the public domain through no fault of, or breach of this Agreement by, the Receiving Party or its Representatives or (c) later lawfully acquired by the Receiving Party from an unaffiliated third-party source on a non-confidential basis, which source is not a Representative of the Disclosing Party, without any breach by such source of any obligation of confidentiality to the Disclosing Party) (“Confidential Information”), and the Receiving Party and its Representatives shall not release or disclose any Confidential Information to any other Person, except its Representatives in connection with this Agreement. In the event that the Receiving Party or its Representatives are required to disclose any Confidential Information pursuant to applicable Laws, to the extent permitted by applicable Law, the Receiving Party shall give timely written notice to the Disclosing Party so that the Disclosing Party may have an opportunity to obtain a protective order or other appropriate relief, and the Disclosing Party and its Representatives shall only disclose the minimum amount of such Confidential Information so required to be disclosed. For the avoidance of doubt, the obligations set forth in this Section 9.6 shall not limit any obligation with respect to any information of any party under any existing confidentiality or non-disclosure agreements (“Existing NDAs”).

9.7 SPAC Extension. Parent has filed its definitive proxy materials to extend the date by which it has to consummate a business combination from September 13, 2023 to June 13, 2024 (the “Extension”). During the Interim Period, Parent will use its best efforts to pursue and preserve the Extension through the Closing, including as promptly as practicable after the date hereof (but in any event on or prior to September 13, 2023), holding a meeting of Parent’s shareholders to approve the Extension and the amendments to the Parent’s Organizational Documents and the Investment Management Trust Agreement in connection therewith, and, upon approval of the Extension by Parent’s stockholders, filing such amendments to the Parent’s amended and restated certificate of incorporation with the Secretary of State of the State of Delaware.

ARTICLE X CONDITIONS TO CLOSING

10.1 Condition to the Obligations of the Parties. The obligations of all of the parties hereto to consummate the Closing are subject to the satisfaction or written waiver (where permissible) by the Parent and the Company of all the following conditions:

(a) No Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) or Order that is then in effect and which has the effect of making any of the transactions or agreements contemplated by this Agreement illegal or which otherwise prevents or prohibits consummation of any of the transactions contemplated by this Agreement.

(b) Any waiting period (and any extension thereof) under any applicable Antitrust Laws relating to the transactions contemplated by this Agreement shall have expired or been terminated.

(c) The Redomestication Merger shall have been consummated and the applicable certificates and documents filed and registered in the appropriate jurisdictions, and prior to the Closing, the Purchaser shall have amended and restated its Organizational Documents to be in substantially the form of the Amended Purchaser Organizational Documents and the Name Change shall have been completed.

(d) The SEC shall have declared the Registration Statement effective and shall remain effective as of the Closing. No stop Order or similar Order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued.

(e) The Parent Stockholder Approval Matters that are submitted to the vote of the stockholders of Parent at the Parent Special Meeting in accordance with the Proxy Statement and Parent's Organizational Documents shall have been approved by the requisite vote of the stockholders of Parent at the Parent Special Meeting in accordance with Parent's Organizational Documents, applicable Law and the Proxy Statement (the "Required Parent Stockholder Approval").

(f) In the event that the Redemption Limitation Amendment is not approved by the Parent's stockholders at the Parent Special Meeting, the Purchaser shall have upon the consummation of the Closing, after giving effect to the transactions contemplated by this Agreement and the Closing Redemption and any Transaction Financing, net tangible assets of at least \$5,000,001 on a consolidated basis (as calculated in accordance with Rule 3a51-1(g)(1) of the Exchange Act).

(g) This Agreement and the transactions contemplated hereby and thereby, including the Share Exchange, shall have been authorized and approved by the Company and by the holders of Company Shares constituting the Requisite Company Vote (whether at a meeting of shareholders or by written consent in lieu thereof) in accordance with BVI Law and the Company's Organizational Documents.

(h) The Company shall have received copies of the Employment Agreements for the Key Employees, duly executed by the Purchaser and each of the Key Employees, in each case effective as of the Closing, in form and substance reasonably acceptable to Parent and the Company.

(i) The Purchaser Parties and the Company Group, taken together, shall have at least Five Million U.S. Dollars (\$5,000,000) in cash and cash equivalents as of the Closing, including funds remaining the Trust Account (after giving effect to the completion and payment of the Closing Redemption) and the proceeds of any Transaction Financing and the cash and cash equivalents of the Company Group as of the Closing, but prior to giving effect to the payment of unpaid transaction expenses or other Liabilities of the parties due at the Closing.

(j) The Purchaser Ordinary Shares shall remain listed on Nasdaq and the additional listing application for the Exchange Consideration Shares shall have been approved by Nasdaq. As of the Closing Date, the Purchaser Parties shall not have received any written notice from Nasdaq that the Parent (or after the Redomestication Merger, the Purchaser) has failed, or would reasonably be expected to fail to meet the Nasdaq listing requirements as of the Closing Date for any reason, where such notice has not been subsequently withdrawn by Nasdaq or the underlying failure appropriately remedied or satisfied.

10.2 Conditions to Obligations of the Purchaser Parties. The obligation of the Purchaser Parties to consummate the Closing is subject to the satisfaction, or the waiver at the Parent's sole and absolute discretion, of all the following further conditions:

(a) The Company and the Sellers shall have duly performed all of their respective obligations hereunder required to be performed by them on or prior to the Closing Date in all material respects (disregarding all references to “material respects” that may already be contained in the applicable covenants).

(b) All of the representations and warranties of the Company contained in Article V in this Agreement and of the Sellers contained in Article IV of this Agreement, disregarding all qualifications and exceptions contained herein relating to materiality or Company Material Adverse Effect shall be true and correct (in each case, as modified by the Company Disclosure Schedules) at and as of the date of this Agreement (except with respect to a Joining Seller, which representations and warrants shall be made as of the date of the Joinder Agreement) and as of the Closing Date (except that if the representation and warranties that speak as of a specific date prior to the Closing Date, such representations and warranties need only to be true and correct as of such earlier date), in each case, other than as would not in the aggregate reasonably be expected to have a Company Material Adverse Effect.

(c) There shall have been no event, change or occurrence which individually or together with any other event, change or occurrence, would reasonably be expected to have a Company Material Adverse Effect which is continuing and uncured.

(d) The Parent shall have received (i) a certificate signed by an authorized officer of the Company in such capacity certifying as to the satisfaction of the conditions set forth in clauses (a) through (c) of this Section 10.2 with respect to the Company, and (ii) a certificate signed by each Seller certifying as to the satisfaction of the conditions set forth in clauses (a) and (b) of this Section 10.2 with respect to such Seller.

(e) The Parent shall have received (i) a copy of the Organizational Documents of the Company as in effect as of the Closing Date, (ii) copies of resolutions duly adopted by the board of directors of the Company authorizing this Agreement and the transactions contemplated hereby, (iii) copies of resolutions duly adopted by the board of directors of the Company approving, subject to the Closing, the registration of the transfers in respect of the Purchased Shares in favor of the Purchaser as referred to in Section 10.2(g) below and approving such other matters as the Parent and the Company may agree, (iv) evidence reasonably acceptable to the Parent that the Requisite Company Vote has been obtained, and (v) a recent certificate of good standing (or similar documents applicable for such jurisdiction) as of a date no later than thirty (30) days prior to the Closing Date regarding the Company from the jurisdiction in which the Company is incorporated, to the extent that good standing certificates or similar documents are generally available in such jurisdiction.

(f) The Parent shall have received a copy of each of (i) the Lock-Up Agreements signed by the Significant Shareholders, (ii) the Amended Registration Rights Agreement signed by the Significant Shareholders and (iii) the Escrow Agreement signed by the Escrow Agent, and such Additional Agreements shall be in full force and effect.

(g) The Parent have received from the Sellers copies of executed instruments of transfer in respect of the Purchased Shares in favor of the Purchaser and in form reasonably acceptable for transfer on the books of the Company.

(h) The Company shall have addressed each of the matters described in Schedule 10.2(h) in accordance with the requirements described in Schedule 10.2(h).

10.3 Conditions to Obligations of the Company and the Sellers. The obligations of the Company and the Sellers to consummate the Closing are subject to the satisfaction, or the waiver at the Company’s sole discretion, of all of the following further conditions:

(a) The Purchaser Parties shall have duly performed all of their respective obligations hereunder required to be performed by them on or prior to the Closing Date in all material respects (disregarding all references to “material respects” that may already be contained in the applicable covenants).

(b) All of the representations and warranties of the Purchaser Parties contained in Article VI of this Agreement, disregarding all qualifications and exceptions contained herein relating to materiality or Purchaser Parties Material Adverse Effect, shall be true and correct (in each case, as modified by the Purchaser Parties Disclosure Schedules) at and as of the date of this Agreement and as of the Closing Date (except that if the representation and warranties that speak as of a specific date prior to the Closing Date, such representations and warranties need only to be true and correct as of such earlier date) other than where the failure of such representations and warranties to be so true and correct taken in the aggregate would not be reasonably expected to have a Purchaser Parties Material Adverse Effect.

(c) There shall have been no event, change or occurrence which individually or together with any other event, change or occurrence, would reasonably be expected to have a Purchaser Parties Material Adverse Effect which is continuing and uncured.

(d) The Company shall have received a certificate signed by an authorized officer of each Purchaser Party in such capacity certifying as to the satisfaction of the conditions set forth in clauses (a) through (c) of this Section 10.3.

(e) From the date hereof until the Closing, the Purchaser Parties shall have been in material compliance with the reporting requirements under the Securities Act and the Exchange Act applicable to the Purchaser Parties.

(f) The Company shall have received (i) a copy of the Organizational Documents of the Parent as in effect as of the Redomestication Effective Time, (ii) copies of resolutions duly adopted by the board of directors of each of the Purchaser Parties, and the Parent as the sole shareholder of the Purchaser, authorizing this Agreement and the transactions contemplated hereby (including the issue of the Exchange Consideration Shares fully paid and non-assessable subject to receipt of the consideration therefor), (iii) evidence reasonably acceptable to the Company that the Required Parent Stockholder Approval has been obtained, and (iv) a recent certificate of good standing (or similar documents applicable for such jurisdiction) as of a date no later than thirty (30) days prior to the Closing Date regarding each Purchaser Party from the jurisdiction in which such Purchaser Party is incorporated, to the extent that good standing certificates or similar documents are generally available in such jurisdiction.

(g) The Company shall have received a copy of each of (i) the Lock-Up Agreements signed by the Purchaser, (ii) the Amended Registration Rights Agreement signed by the Purchaser, the Sponsor and the other Holders under the Registration Rights Agreement, and (iii) the Escrow Agreement signed by the Purchaser and the Escrow Agent, and such Additional Agreements shall be in full force and effect.

(h) The members of the Post-Closing Purchaser Board shall have been elected or appointed as of the Closing consistent with the requirements of Section 2.5(b).

10.4 Frustration of Closing Conditions. Notwithstanding anything contained herein to the contrary, no party may rely on the failure of any condition set forth in this Article X to be satisfied if such failure was caused by the failure of such party or its Affiliates (or with respect to the Company, any Seller) to comply with or perform any of its covenants or obligations set forth in this Agreement.

ARTICLE XI DISPUTE RESOLUTION

11.1 Submission to Jurisdiction

(a) Subject to Sections 3.6 and 11.3, the parties shall submit any dispute, claim, controversy or Action (in each case, whether in contract, tort, equity or otherwise) based upon, arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement), the negotiation, execution performance or any alleged breach thereof ("Related Claim") to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware (and any courts having jurisdiction over appeals therefrom), or, if no federal court in the State of Delaware accepts jurisdiction, any state court within the State of Delaware (and any courts having jurisdiction over appeals therefrom) (collectively, the "Specified Courts")), and the parties hereby irrevocably agree that all Related Claims shall be heard and determined in such courts. Subject to Sections 3.6 and 11.3, the parties hereby (a) submit to the exclusive personal and subject matter jurisdiction of any Specified Court any Related Claims and (b) irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of any such Related Claim brought in any Specified Court or any defense of inconvenient forum for the maintenance of such dispute. The parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) The parties hereby consent to process being served by any other party in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 12.1 (other than by email) along with a notification that service of process is

being served in conformance with this Section 11.1(b). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

(c) This submission to jurisdiction Section shall survive the termination of this Agreement.

11.2 Waiver of Jury Trial; Exemplary Damages.

(a) THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT EACH SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ADDITIONAL AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN OR AMONG ANY OF THE PARTIES TO THIS AGREEMENT OF ANY KIND OR NATURE, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.2(a).

(b) Each of the parties to this Agreement acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective party and that such party has discussed the legal consequences and import of this waiver with legal counsel. Each of the parties to this Agreement further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

11.3 Arbitration. Any and all disputes, controversies and claims (other than disputes subject to Section 3.6, applications for a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief or application for enforcement of a resolution under this Section 11.3) arising out of, related to, or in connection with this Agreement or the transactions contemplated hereby (a “Dispute”) shall be governed by this Section 11.3. A party must, in the first instance, provide written notice of any Disputes to the other parties subject to such Dispute, which notice must provide a reasonably detailed description of the matters subject to the Dispute. The parties involved in such Dispute shall seek to resolve the Dispute on an amicable basis within ten (10) Business Days of the notice of such Dispute being received by such other parties subject to such Dispute (the “Resolution Period”); provided, that if any Dispute would reasonably be expected to have become moot or otherwise irrelevant if not decided within sixty (60) days after the occurrence of such Dispute, then there shall be no Resolution Period with respect to such Dispute. Any Dispute that is not resolved during the Resolution Period may immediately be referred to and finally resolved by arbitration pursuant to the then-existing Expedited Procedures (as defined in the AAA Procedures) of the Commercial Arbitration Rules (the “AAA Procedures”) of the AAA. Any party involved in such Dispute may submit the Dispute to the AAA to commence the proceedings after the Resolution Period. To the extent that the AAA Procedures and this Agreement are in conflict, the terms of this Agreement shall control. The arbitration shall be conducted by one arbitrator nominated by the AAA promptly (but in any event within five (5) Business Days) after the submission of the Dispute to the AAA and reasonably acceptable to each party subject to the Dispute, which arbitrator shall be a commercial lawyer with substantial experience arbitrating disputes under acquisition agreements. The arbitrator shall accept his or her appointment and begin the arbitration process promptly (but in any event within five (5) Business Days) after his or her nomination and acceptance by the parties subject to the Dispute. The proceedings shall be streamlined and efficient. The arbitrator shall decide the Dispute in accordance with the substantive law of the State of Delaware. Time is of the essence. Each party subject to the Dispute shall submit a proposal for resolution of the Dispute to the arbitrator within twenty (20) days after confirmation of the appointment of the arbitrator. The arbitrator shall have the power to order any party to do, or to refrain from doing, anything consistent with this Agreement, the Additional Agreements and applicable Law, including to perform its contractual obligation(s); provided, that the arbitrator shall be limited to ordering pursuant to the foregoing power (and, for the avoidance of doubt, shall order) the relevant party (or parties, as applicable) to comply with only one or the other of the proposals. The arbitrator’s award shall be in writing and shall include a reasonable explanation of the arbitrator’s reason(s) for selecting one or the other proposal. The seat of arbitration shall be in State of Delaware. The language of the arbitration shall be English.

11.4 Specific Performance. Each party acknowledges that the rights of each party to consummate the transactions contemplated hereby are unique, recognizes and affirms that in the event of a breach of this Agreement by any party, money damages may be inadequate

and the non-breaching parties may have not adequate remedy at law, and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by an applicable party in accordance with their specific terms or were otherwise breached. Accordingly, each party shall be entitled to seek an injunction or restraining order to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

ARTICLE XII TERMINATION

12.1 Termination.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing by mutual written consent of the Parent and the Company.

(b) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing by written notice by either Parent or the Company to the other if any Legal Restraint permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement has become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 12.1(b) shall not be available to a party if the failure by such party or its Affiliates to comply with any provision of this Agreement is the principal cause of the Legal Restraint or the failure of the Legal Restraint to be lifted.

(c) In the event that any of the conditions to the Closing set forth in Article X have not been satisfied or waived on or prior to June 13, 2024 (the “Outside Closing Date”), the Parent or the Company, as the case may be, shall have the right, at its sole option, to terminate this Agreement. Such right may be exercised by the Parent or the Company, as the case may be, by giving written notice to the other at any time after the Outside Closing Date. Notwithstanding the foregoing, the right to terminate this Agreement under this Section 12.1(c) shall not be available to a party if the breach or violation by such party or its Affiliates (or with respect to the Company, any Seller) of any representation, warranty, covenant or obligation under this Agreement was the cause of, or resulted in, the failure of the Closing to occur on or before the Outside Closing Date.

(d) The Parent may terminate this Agreement by giving notice to the Company prior to the Closing if the Company or any Seller shall have materially breached any of its representations, warranties, agreements or covenants contained herein to be performed on or prior to the Closing and such breach (A) would result in the failure to satisfy any condition set forth in Section 10.2(a) or Section 10.2(b) and (B) is incapable of being cured by the Outside Closing Date, or if capable of being cured by the Outside Closing Date, shall not be cured within thirty (30) days following receipt by the Company of a notice from the Parent describing in reasonable detail the nature of such breach; provided, that the Parent shall not have the right to terminate this Agreement pursuant to this Section 12.1(d) if at such time any Purchaser Party or its Affiliate is in uncured breach of this Agreement which would result in a failure to satisfy any condition set forth in Section 10.3(a) or Section 10.3(b) from being satisfied.

(e) The Company may terminate this Agreement by giving notice to the Parent if any Purchaser Party shall have materially breached any of its covenants, agreements, representations, and warranties contained herein to be performed on or prior to the Closing and such breach (A) would result in the failure to satisfy any condition set forth in Section 10.3(a) or Section 10.3(a) and (B) is incapable of being cured by the Outside Closing Date, or if capable of being cured by the Outside Closing Date, shall not be cured within thirty (30) days following receipt by Parent of a notice from the Company describing in reasonable detail the nature of such breach; provided, that the Company shall not have the right to terminate this Agreement pursuant to this Section 12.1(e) if at such time the Company or any Seller is in uncured breach of this Agreement which would result in a failure to satisfy any condition set forth in Section 10.2(a) or Section 10.2(b) from being satisfied.

(f) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing by written notice by either Parent or the Company to the other if (i) the Required Parent Stockholder Approval is not obtained at a duly convened Parent Special Meeting (subject to any postponement, adjournment or recess thereof) or (ii) the Requisite Company Vote is not obtained by the time that the Parent Special Meeting is concluded (taking into account any postponement, adjournment or recess thereof).

(g) The Company may terminate this Agreement by giving notice to the Parent if the Parent Common Stock has become delisted from Nasdaq and is not relisted on the Nasdaq or the New York Stock Exchange within sixty (60) days after such delisting.

(h) Parent may terminate this Agreement by giving notice to the Company at any time after October 31, 2023 if, as of such time, any of the PCAOB Company Financials as required by [Section 8.1\(a\)](#) have not been delivered to the Purchaser Parties (for the avoidance of doubt, Parent's termination right under this [Section 12.1\(h\)](#) may no longer be exercised by Parent after the Company has delivered to the Purchaser Parties the PCAOB Company Financials); termination pursuant to this [Section 12.1\(h\)](#) shall be effective as of the delivery of such notice.

12.2 Effect of Termination. This Agreement may only be terminated in the circumstances described in [Section 12.1](#), and pursuant to a written notice delivered by the applicable party to the other applicable parties, which sets forth the basis for such termination, including the provision of [Section 12.1](#) under which such termination is made. In the event of the valid termination of this Agreement pursuant to [Section 12.1](#), this Agreement shall forthwith become null and void, and there shall be no Liability on the part of any party, any of their respective Representatives, and all rights and obligations of each party shall cease, except that: (i) the provisions of [Section 9.6](#), [Article XI](#), [Article XIII](#) and this [Article XII](#) shall survive any termination hereof and (ii) nothing herein shall relieve any party from Liability for any willful breach of any representation, warranty, covenant or obligation under this Agreement or any Fraud Claim against such party, in either case, prior to termination of this Agreement. Without limiting the foregoing, and except as provided in this [Section 12.2](#) (subject to the right to seek injunctions, specific performance or other equitable relief in accordance with [Section 11.4](#)), the parties' sole right prior to the Closing with respect to any breach of any representation, warranty, covenant or other agreement contained in this Agreement by another party or with respect to the transactions contemplated by this Agreement shall be the right, if applicable, to terminate this Agreement pursuant to [Section 12.1](#).

ARTICLE XIII MISCELLANEOUS

13.1 Notices. Any notice, consent, waiver or other communication hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or reputable, internationally recognized overnight courier service, by 5:00 P.M. on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (ii) if by fax or email, on the date that transmission is sent electronically with affirmative confirmation of receipt; or (iii) three (3) Business Days after mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) if to the Company, to:

AgileAlgo Holdings Ltd.
5008 Ang Mo Kio Avenue 5, #04-09
Techplace II, Singapore 569874
Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor

New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

- (b) if to a Purchaser Party prior to the Closing, to:

Inception Growth Acquisition Limited
875 Washington Street
New York, NY 10014
Attn: Cheuk Hang Chow, CEO
Telephone No.: (315) 636-6638
Email: cheukhangchow@inceptiongrowth1.com

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

Lawrence Venick
Loeb & Loeb LLP
2206-19 Jardine House
1 Connaught Place
3 Central, Hong Kong
Email: lvenick@loeb.com

- (c) if to a Purchaser Party after the Closing, to:

Prodigy, Inc.
5008 Ang Mo Kio Avenue 5, #04-09
Techplace II, Singapore 569874
Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

- (d) if to any Signing Seller, to the address of such Signing Seller as set forth underneath such Signing Seller's signature on the signature page hereto

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889

Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

- (e) if to any Joining Seller, to the address of such Joining Seller as set forth in the applicable Joinder Agreement
with a copy to (which shall not constitute notice):

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

13.2 Amendments; No Waivers; Remedies.

(a) This Agreement cannot be amended, supplemented or modified, except by a writing signed by each of the Parent and the Company and cannot be amended, supplemented or modified orally or by course of conduct. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given. After the Closing, any amendment or waiver by the Purchaser of this provisions of Section 3.6 of this Agreement (or the related enforcement thereof) shall also require the prior approval of a majority of Disinterested Independent Directors.

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(b) Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a party waives or otherwise affects any obligation of that party or impairs any right of the party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

(c) Except as otherwise expressly provided herein, no statement herein of any right or remedy shall impair any other right or remedy stated herein or that otherwise may be available.

(d) Notwithstanding anything else contained herein, neither shall any party seek, nor shall any party be liable for, punitive or exemplary damages, under any tort, contract, equity, or other legal theory, with respect to any breach (or alleged breach) of this Agreement or any provision hereof or any matter otherwise based upon this Agreement, relating hereto or arising in connection herewith.

13.3 Arm's Length Bargaining; No Presumption Against Drafter. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the parties, and no such relationship otherwise exists. No presumption in favor of or against any party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which Person might have drafted this Agreement or such provision.

13.4 Publicity. Except as required by applicable Law, the parties agree that neither they nor their Representatives shall issue any press release or make any other public disclosure concerning the transactions contemplated hereunder without the prior approval of the Company and the Parent, as applicable. If a party or its Representative is required to make such a disclosure as required by Law, the Purchaser Parties or the Company (as applicable) will be afforded a reasonable opportunity to review and comment on such press release or public announcement prior to its issuance. The foregoing shall not prohibit disclosure made in connection with the enforcement of any right or remedy relating to this Agreement or the transactions contemplated hereby. In connection with the preparation of the press release announcing the execution of this Agreement, the Current Report(s) on Form 8-K to be filed by the Parent with the SEC announcing such

press release and the execution of this Agreement, any press release or Current Reports on Form 8-K announcing the Closing, or any other report, statement, filing notice or application made by or on behalf of a party to any Authority or other third party in connection with the transactions contemplated hereby, each party shall, upon reasonable request by any other party, furnish the parties with all information concerning themselves, their respective directors, officers and equity holders, and such other matters as may be reasonably necessary or advisable in connection with the transactions contemplated hereby, or any other report, statement, filing, notice or application made by or on behalf of a party to any third party and/ or any Authority in connection with the transactions contemplated hereby.

13.5 Expenses.

(a) Unless otherwise specified herein, each party shall bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereby; *provided, however*, that if the Closing is consummated, the Purchaser shall bear all expenses of the Company Group and the Purchaser Parties in connection with this Agreement and the transactions contemplated hereby. At the Closing, expenses shall be paid from the Trust Account pursuant to Section 7.7 (subject to Section 13.5(b) below) and from the proceeds of any Transaction Financing.

(b) Notwithstanding anything to the contrary contained in this Agreement, the IPO Prospectus or the loan documents for any Sponsor Loans (as defined below), if the Closing occurs, any loans owed by the Parent to the Sponsor or officers or directors of the Parent (the “Lenders”) in accordance with the terms of the IPO Prospectus and the Parent’s Organizational Documents for expenses incurred by the Purchaser Parties and advanced by the Lenders in connection with the Extension, the transactions contemplated by this Agreement or otherwise incurred prior to the date hereof in furtherance of the Parent’s efforts to seek its initial Business Combination (including legal and accounting fees) (“Sponsor Loans”), will, to the extent that the Sponsor does not elect at its option at least one (1) Business Day prior to the Closing to convert at the Closing all or a portion of the aggregate amounts owed under such Sponsor Loans into additional Purchaser Private Warrants at One Dollar (\$1.00) per warrant in accordance with the terms of the IPO Prospectus and the loan documents for such Sponsor Loans (up to a maximum principal amount of One Million U.S. Dollars (\$1,000,000)), have a portion of such Sponsor Loans repaid by the Purchaser to the Lenders at the Closing based on an amount or formula to be reasonably agreed by Parent and the Company in good faith prior to the filing of the initial Registration Statement with the SEC, and any remaining portion of the obligations under the Sponsor Loans will remain outstanding at the Closing and be repaid by the Purchaser, without interest, within six (6) months after the Closing.

13.6 No Assignment or Delegation; Binding Effect. No party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the prior written consent of the Parent and the Company (and after the Closing, a majority of Disinterested Directors). Any purported assignment or delegation that does not comply with the immediately preceding sentence shall be void ab initio, in addition to constituting a material breach of this Agreement. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.7 Governing Law. This Agreement and all Related Claims shall be construed and enforced in accordance with and governed by the laws (both substantive and procedural) of the State of Delaware, without giving effect to the conflict of laws principles thereof.

13.8 Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

13.9 Entire Agreement. This Agreement together with the Additional Agreements, including any exhibits and schedules attached hereto or thereto, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein (other than Existing NDAs, which shall continue in accordance with their terms). No provision of this Agreement or

any Additional Agreement, including any exhibits and schedules attached hereto or thereto, may be explained or qualified by any agreement, negotiations, understanding, discussion, conduct or course of conduct. Except as otherwise expressly stated herein or any Additional Agreement, there is no condition precedent to the effectiveness of any provision hereof or thereof. No party has relied on any representation from, or warranty or agreement of, any person in entering into this Agreement, prior hereto or contemporaneous herewith or any Additional Agreement, except those expressly stated herein or therein.

13.10 Severability. A determination by a court or other legal Authority that any provision that is not of the essence of this Agreement is invalid, illegal or unenforceable shall not affect the validity, legality or enforceability of any other provision hereof. The parties shall cooperate in good faith to substitute (or cause such court or other legal Authority to substitute) for any provision so held to be invalid, illegal or unenforceable a valid provision, as alike in substance to such provision as is valid, lawful and enforceable.

13.11 Construction. In this Agreement:

(a) References to Sections and subsections, schedules, and exhibits not otherwise specified are cross-references to Sections and subsections, schedules, and exhibits of this Agreement.

(b) The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement, and, unless the context requires otherwise, “party” means a party signatory hereto.

(c) Any use of the singular or plural, or the masculine, feminine, or neuter gender, includes the others, unless the context otherwise requires; “including” means “including without limitation;” “or” means “and/or;” “any” means “any one, more than one, or all;” and, unless otherwise specified, any financial or accounting term has the meaning of the term under United States generally accepted accounting principles as consistently applied heretofore by the Company Group.

(d) Unless otherwise specified, any reference to any agreement (including this Agreement), instrument, or other document includes all schedules, exhibits, or other attachments referred to therein, and any reference to a statute or other law includes any rule, regulation, ordinance, or the like promulgated thereunder, in each case, as amended, restated, supplemented, or otherwise modified from time to time. Any reference to a numbered Schedule means the same-numbered Section of the disclosure schedule.

(e) If any action is required to be taken or notice is required to be given within a specified number of days following a specific date or event, the day of such date or event is not counted in determining the last day for such action or notice. If any action is required to be taken or notice is required to be given on or before a particular day which is not a Business Day, such action or notice shall be considered timely if it is taken or given on or before the next Business Day. The word “day” means calendar day unless Business Day is expressly specified.

(f) The table of contents and the Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

(g) All references in this agreement to “knowledge” means, with respect to (i) the Company, the actual knowledge of any of Tony Tay or Francis Lee, after reasonable inquiry of their direct reports and records in their possession, or (ii) any other party, (A) if an entity, the actual knowledge of its directors and executive officers, after reasonable inquiry, or (B) if a natural person, the actual knowledge of such party after reasonable inquiry.

(h) For the avoidance of doubt, all references in this Agreement to “ordinary course” or “ordinary course consistent with past practice”, shall take into account any material event or change in circumstances that occurs following the date of this Agreement.

(i) References to the “date hereof” mean the date of this Agreement.

(j) Reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity.

(k) Any accounting term used and not otherwise defined in this Agreement or any Additional Agreement has the meaning assigned to such term in accordance with U.S. GAAP.

(l) Any reference in this Agreement or any Additional Agreement to a Person's directors shall include any member of such Person's governing body and any reference in this Agreement to a Person's officers shall include any Person filling a substantially similar position for such Person. Any reference in this Agreement or any Additional Agreement to a Person's shareholders or stockholders shall include any applicable owners of the equity interests of such Person, in whatever form.

13.12 Third Party Beneficiaries. Except for the rights of the D&O Indemnified Persons set forth in Section 7.9, and the rights of the Disinterested Independent Directors under this Agreement, which the parties acknowledge and agree are express third party beneficiaries of this Agreement, neither this Agreement nor any provision hereof confers any benefit or right upon or may be enforced by any Person not a signatory hereto.

13.13 Trust Account Waiver. Reference is made to the IPO Prospectus. The Company and the Sellers understand that the Parent has established the Trust Account for the benefit of the public stockholders of the Parent and the underwriters of the IPO pursuant to the Investment Management Trust Agreement and that the Parent may disburse monies from the Trust Account only for the purposes set forth in the Investment Management Trust Agreement (including a portion of the interest earned on the amounts held in the Trust Account in accordance with the Investment Management Trust Agreement). For and in consideration of the Parent agreeing to enter into this Agreement, the Company and the Sellers each hereby agree that he, she or it does not have any right, title, interest or claim of any kind in or to any monies in the Trust Account in connection with this Agreement, the Additional Agreements or the transactions contemplated hereby and hereby agrees that he, she or it will not seek recourse against the Trust Account for any claim it may have in the future as a result of, or arising out of, his Agreement, the Additional Agreements or the transactions contemplated hereby. Notwithstanding anything herein to the contrary in this Section 13.13, but otherwise subject to the terms of this Agreement, (i) the Company, any Seller or any of their respective Affiliates may commence any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to a Purchaser Party or its Representative, which proceeding seeks, in whole or in part, monetary relief against a Purchaser Party or its Representative, against assets or funds held outside of the Trust Account (including any funds released from the Trust Account and assets that are acquired with such funds other than distributions to Parent's public stockholders in an Extension Redemption or Closing Redemption or a liquidation of the Parent if it does not consummate its initial Business Combination prior to its deadline to do so), and (ii) nothing in this Section 13.13 shall limit or prohibit the Company, any Seller or any of their respective Affiliates from pursuing a claim against a Purchaser Party for specific performance or other equitable relief.

13.14 No Recourse. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, the parties acknowledge and agree that no recourse under this Agreement or under any Additional Agreements shall be had against any Person that is not a party to this Agreement or such Additional Agreement, as applicable, including any past, present or future director, officer, agent, employee or other representative of any past, present or future equity holder or of any Affiliate or successor or assignee thereof (collectively, the "Non-Recourse Parties"), as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Recourse Party in connection with or arising out of this Agreement or any Additional Agreement.

13.15 Survival. The representations and warranties of the parties contained in this Agreement or in any certificate or instrument delivered by or on behalf of the parties pursuant to this Agreement shall not survive the Closing, and from and after the Closing, the parties and their respective Representatives shall not have any further obligations, nor shall any claim be asserted or action be brought against any of the parties or their respective Representatives with respect thereto. The covenants and agreements made by the parties in this Agreement or in any certificate or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such covenants or agreements, shall not survive the Closing, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Closing (which such covenants shall survive the Closing and continue until fully performed in accordance with their terms).

[The remainder of this page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

The Parent:

**INCEPTION GROWTH ACQUISITION
LIMITED**

By: /s/ Cheuk Hang Chow

Name: Cheuk Hang Chow

Title: Chief Executive Officer

The Purchaser:

IGTA MERGER SUB LIMITED

By: /s/ Cheuk Hang Chow

Name: Cheuk Hang Chow

Title: Sole Director

The Company:

AGILEALGO HOLDINGS LTD.

By: /s/ Tay Yee Paa Tony

Name: Tay Yee Paa Tony (Tony Tay)

Title: Director

{Signature Page to Business Combination Agreement}

The Signing Sellers:

/s/ Tay Yee Paa Tony

Tay Yee Paa Tony (Tony Tay)

Address for Notice:

[***]

/s/ Lee Wei Chiang

Lee Wei Chiang (Francis Lee)

Address for Notice:

[***]

{Signature Page to Business Combination Agreement}

ANNEX I
LIST OF SELLERS

Name	Number of Ordinary Shares Held	Current Pro Rata Share	Percentage of Total Outstanding
<i>Signing Sellers</i>			
Tay Yee Paa Tony (Tony Tay)	1,443,436	50.000%	44.657%
Lee Wei Chiang (Francis Lee)	1,443,436	50.000%	44.657%
Total Held by Signing Sellers	2,886,872	100.000%	88.314%
<i>Other Company Shareholders</i>			
Jonathan Ang Yun Hao	15,000		0.464%
Tay Yee Wee	16,161		0.500%
Zheng, Dingyao Victor	16,161		0.500%
Tan Chun Hao	24,242		0.750%
Seah Chin Siong	144,546		4.472%
Gooi Mooi Chiew	16,161		0.500%
Lim Chee Heong	16,161		0.500%
Loo Choo Leong	16,161		0.500%
Chen Yanfei	32,323		1.000%
Lim Soon Meng	48,484		1.500%
Total Held by Other Company Shareholders	345,400		10.686%
TOTAL ORDINARY SHARES	3,232,272		100.000%

SHAREHOLDER SUPPORT AGREEMENT

This SHAREHOLDER SUPPORT AGREEMENT, dated as of September 12, 2023 (this “Agreement”), is entered into by and among (i) **Inception Growth Acquisition Limited**, a Delaware corporation (together with its successors, including Purchaser (as defined below) after the Redomestication Merger (as defined below), “Parent”), (ii) **IGTA Merger Sub Limited**, a British Virgin Islands business company and a wholly-owned subsidiary of Parent (“Purchaser”), (iii) **AgileAlgo Limited**, a British Virgin Islands company (the “Company”), and (iv) the undersigned shareholder of the Company (the “Shareholder”). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

WHEREAS, Parent, Purchaser, the Company and certain shareholders of the Company named as Sellers therein (the “Sellers”), including the Shareholder, are parties to that certain Business Combination Agreement, dated as of the date hereof (as it may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Business Combination Agreement”), pursuant to which, subject to the terms and conditions thereof and in accordance with the provisions of applicable Law, (a) immediately prior to the Closing, Parent will merge with and into Purchaser, with Purchaser continuing as the surviving entity (the “Redomestication Merger”), (b) at the Closing, Purchaser will acquire the shares of the Company held by the Sellers in exchange for ordinary shares of Purchaser (the “Share Exchange” and together with the Redomestication Merger and the other transactions contemplated by the Business Combination Agreement and the Additional Agreements, the “Transactions”); and (c) following the Closing, Purchaser will be a publicly traded company listed on Nasdaq;

WHEREAS, as of the date hereof, the Shareholder owns 1,443,436 Company Shares (the “Shares”); and

WHEREAS, in order to induce Parent and Purchaser to enter into the Business Combination Agreement, the Shareholder is executing and delivering this Agreement to Parent and Purchaser.

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

1. Agreement to Vote. During the period commencing on the date hereof and ending on the earlier to occur of (x) the Closing, and (y) such date and time as the Business Combination Agreement shall be terminated in accordance with the terms thereof (such period, the “Voting Period”), the Shareholder, with respect to his Shares, hereby irrevocably agrees to vote:

(a) In Favor of the Transactions and the Requisite Company Vote. At any meeting of the shareholders of the Company or any class of shareholders of the Company called to seek the Requisite Company Vote, or at any adjournment or postponement thereof, or in connection with any written consent of the shareholders of the Company or any class of shareholders of the Company or in any other circumstances upon which a vote, consent or other approval is sought with respect to the Business Combination Agreement, the Additional Agreements and the Transactions, the Shareholder shall: (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Shares to be counted as present at such meeting for purposes of establishing a quorum; and (ii) vote or cause to be voted (including by class vote and/or written consent, if applicable) the Shares in favor of granting the Requisite Company Vote or, if there are insufficient votes in favor of granting the Requisite Company Vote, in favor of the adjournment or postponement of such meeting of the shareholders of the Company to a later date.

(b) Against Other Transactions. At any meeting of shareholders of the Company or any class of shareholders of the Company or at any adjournment or postponement thereof, or in connection with any written consent of the shareholders of the Company or in any other circumstances upon which the Shareholder’s vote, consent or other approval is sought, the Shareholder shall: (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Shares to be counted as present at such meeting for purposes of establishing a quorum; and (ii) vote (or cause to be voted) the Shares (including by proxy, withholding class vote and/or written consent, if applicable) against (A) any business combination agreement, merger agreement, merger or share exchange (other than

the Business Combination Agreement and the Transactions), scheme of arrangement, business combination, consolidation, combination, sale of all or substantially all of the assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company or any public offering of any equity securities of the Company or any of its Subsidiaries or any successor entity of the Company or such Subsidiary (other than any such transaction permitted under the Business Combination Agreement, including any Transaction Financing), (B) any transaction with respect to the direct or indirect sale of the Company, or its equity interests, business or material assets (a "Company Competing Transaction") that would reasonably be expected to prohibit or impair the Transactions, and (C) any amendment to the Organizational Documents of the Company or other proposal or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal or transaction would be reasonably likely to in any material respect impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a material breach by the Company of, prevent or nullify any provision of the Business Combination Agreement or any Additional Agreement or the Transactions, or change in any manner the voting rights of any class of the Company's share capital.

(c) Revoke Other Proxies. The Shareholder represents and warrants that any proxies or powers of attorney heretofore given in respect of the Shares that may still be in effect are not irrevocable, and such proxies or powers of attorney have been or are hereby revoked.

2. No Transfer. Other than (a) pursuant to this Agreement or the Business Combination Agreement, or (b) upon the consent of the Company and Parent, during the Voting Period, the Shareholder shall not, directly or indirectly, (i) sell, transfer, tender, grant, pledge, assign or otherwise dispose of (including by gift, tender or exchange offer, merger or operation of law), encumber, hedge or utilize a derivative to transfer the economic interest in (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any Shares to any Person other than pursuant to the Share Exchange; (ii) grant any proxies (other than as set forth in this Agreement or a proxy granted to a representative of the Shareholder to attend and vote at a shareholders meeting which is voted in accordance with this Agreement) or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of the Shares), or enter into any other agreement, with respect to any Shares; (iii) knowingly take any action that would reasonably be expected to make any representation or warranty of the Shareholder herein untrue or incorrect in any material respect, or have the effect of preventing or disabling the Shareholder from performing its obligations hereunder; or (iv) commit or agree to take any of the foregoing actions or take any other action or enter into any contract that would reasonably be expected to make any of its representations or warranties contained herein untrue or incorrect in any material respect or would have the effect of preventing or delaying the Shareholder from performing any of its obligations hereunder. Any action attempted to be taken in violation of the preceding sentence will be null and void. The Shareholder hereby authorizes and requests Parent or the Company to notify the Company's transfer agent or such other Person with the responsibility for maintaining the Company's register of members that there is a stop transfer order with respect to all of the Shares (and that this Agreement places limits on the voting of the Shares). The Shareholder agrees with, and covenants to, Parent and the Company that the Shareholder shall not request that the Company register the Transfer (by book-entry or otherwise) of any certificated or uncertificated interest representing any of the Shares in violation of this Section 2.

3. Representations and Warranties. The Shareholder represents and warrants to the Company, Purchaser and Parent as follows:

(a) The execution, delivery and performance by Shareholder of this Agreement and the consummation by Shareholder of the transactions contemplated hereby do not and will not (i) conflict with or violate any Law applicable to Shareholder, (ii) require any consent, approval or authorization of, declaration, filing or registration with, or notice to, any Person, (iii) result in the creation of any Lien on any Shares (other than pursuant to this Agreement or transfer restrictions under applicable securities Laws or the Organizational Documents of the Company), or (iv) conflict with or result in a breach of or constitute a default under any provision of Shareholder's Organizational Documents.

(b) Shareholder is the only record and beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of and has good, valid and marketable title to the Shares free and clear of any Lien (other than pursuant to this Agreement or transfer restrictions under applicable securities Laws or the Organizational Documents of the Company) and has the sole power (as currently in effect) to vote the Shares and has not entered into any voting agreement or voting trust with respect to any of the Shares that is inconsistent with the Shareholder's obligations pursuant to this Agreement.

(c) Shareholder is a natural person, has the power, authority and capacity to execute, deliver and perform this Agreement, has not entered into any agreement or undertaking that would interfere with, or prohibit or prevent it from satisfying,

its obligations pursuant to this Agreement and that this Agreement has been duly authorized, executed and delivered by Shareholder. This Agreement, assuming due authorization, execution and delivery hereof by the Company, Parent and Purchaser, constitutes a legal, valid and binding obligation of Shareholder in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights and to general equitable principles).

(d) As of the date of this Agreement, there is no regulatory or court action, proceeding or, to the Shareholder's knowledge, investigation pending against the Shareholder or, to the knowledge of the Shareholder, threatened against the Shareholder that questions the beneficial or record ownership of the Shareholder's Shares, the validity of this Agreement or the performance by the Shareholder of its obligations under this Agreement.

(e) Shareholder understands and acknowledges that Parent and the Purchaser are entering into the Business Combination Agreement in reliance upon the Shareholder's execution and delivery of this Agreement.

(f) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Parent, Purchaser or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by the Shareholder.

4. New Shares. In the event that during the Voting Period (a) any new or additional Company Shares or other Equity Securities of the Company are issued to Shareholder after the date of this Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of Shares or otherwise, (b) Shareholder purchases or otherwise acquires beneficial ownership of any new or additional Company Shares or other Equity Securities of the Company, or (c) Shareholder acquires the right to vote or share in the voting of any new or additional Company Shares or other Equity Securities of the Company (such Company Shares or other Equity Securities of the Company in clauses (a) through (c), collectively, the "New Shares"), then such New Shares acquired or purchased by the Shareholder shall be subject to the terms of this Agreement to the same extent as if they constituted the Shares owned by the Shareholder as of the date hereof.

5. Termination. This Agreement and the obligations of Shareholder under this Agreement shall automatically terminate upon the earliest to occur of: (a) the Closing; (b) the termination of the Business Combination Agreement in accordance with its terms; and (c) the mutual agreement of the Company and Parent. Upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) the provisions of Sections 5 and 6 hereof will survive the termination or expiration of this Agreement, and (ii) such termination or expiration shall not relieve any party from liability for any willful breach of this Agreement occurring prior to its termination.

6. Miscellaneous.

(a) Except as otherwise provided herein or in the Business Combination Agreement or any Additional Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated hereby or thereby are consummated.

(b) Any notice, consent, waiver or other communication hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or reputable, internationally recognized overnight courier service, by 5:00 P.M. on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (ii) if by fax or email, on the date that transmission is sent electronically with affirmative confirmation of receipt; or (iii) three (3) Business Days after mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(A) If to the Company, to:

AgileAlgo Holdings Ltd.
5008 Ang Mo Kio Avenue 5, #04-09
Techplace II, Singapore 569874

Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

(B) If to Parent or Purchaser, to:

Inception Growth Acquisition Limited
875 Washington Street
New York, NY10014
Attention: Cheuk Hang Chow, Chief Executive Officer
E-mail: cheukhangchow@inceptiongrowth1.com

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

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Lawrence Venick, Esq.
Email: lvenick@loeb.com

(C) If to the Shareholder, to the address of the Shareholder as set forth underneath the Shareholder's signature on the signature page hereto.

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

(c) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(d) This Agreement and the Business Combination Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any

of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) without the prior written consent of the other parties hereto.

(e) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person that is not a party hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction. All actions, suits or proceedings (collectively, "Action") arising out of or relating to this Agreement shall be heard and determined exclusively in any federal or state court having jurisdiction within the State of Delaware. The parties hereto hereby (i) submit to the exclusive jurisdiction of federal or state courts within the State of Delaware (and any appellate courts thereof) for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated hereunder may not be enforced in or by any of the above-named courts.

(g) The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and accordingly, that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal or state court within the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement to post security or a bond as prerequisite to obtaining equitable relief.

(h) This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(i) The Shareholder shall execute and deliver, or cause to be delivered, such additional documents, and take, or cause to be taken, all such further actions and do, or cause to be done, all things reasonably necessary (including under applicable laws), or reasonably requested by Parent, Purchaser or the Company, to effect the actions and consummate the Transactions, in each case, on the terms and subject to the conditions set forth in the Business Combination Agreement and the Additional Agreements.

(j) This Agreement may not be amended, changed, supplemented or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Parent, Purchaser, the Company and the Shareholder. No provision hereof may be waived except in a writing signed by the party against whom enforcement of such waiver is sought. No failure or delay by a party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

(k) This Agreement shall not be effective or binding upon Shareholder until such time as the Business Combination Agreement is executed by each of the parties thereto (excluding for the avoidance of doubt, any Joining Sellers).

(l) If, and as often as, there are any changes in the Company by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to Shareholder and the Shares as so changed.

(m) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH (M).

(n) Shareholder hereby authorizes Parent, Purchaser and the Company to publish and disclose in any disclosure required by the SEC the Shareholder's identity and beneficial ownership of the Shares and the nature of the Shareholder's obligations under this Agreement.

(o) The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) the term "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation"; and (iii) the words "herein," "hereto," and "hereby" and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(p) For purposes of this Agreement, the term "knowledge" of a Person that is a natural person refers to such Person's actual knowledge, after reasonable inquiry.

(q) This Agreement is intended to create a contractual relationship among the Shareholder, the Company, Parent and Purchaser, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship among the parties hereto or among any other shareholders of Parent, Purchaser or the Company entering into voting or support agreements with the Company, Parent or Purchaser. The Shareholder is not an Affiliate of any other holder of securities of the Company entering into a voting or support agreement with the Company, Parent or the Purchaser in connection with the Business Combination Agreement or the Transactions and has acted independently regarding its decision to enter into this Agreement. Nothing contained in this Agreement shall be deemed to vest in Parent or Purchaser any direct or indirect ownership or incidence of ownership of or with respect to any Shares.

{The remainder of this page is intentionally left blank; signature page follows}

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

The Parent:

**INCEPTION GROWTH ACQUISITION
LIMITED**

By: /s/ Cheuk Hang Chow
Name: Cheuk Hang Chow
Title: Chief Executive Officer

The Purchaser:

IGTA MERGER SUB LIMITED

By: /s/ Cheuk Hang Chow
Name: Cheuk Hang Chow

Title: Sole Director

The Company:

AGILEALGO HOLDINGS LTD.

By: /s/ Tay Yee Paa Tony

Name: Tay Yee Paa Tony (Tony Tay)

Title: Director

{Signature Page to Shareholder Support Agreement}

The Shareholder:

/s/ Tay Yee Paa Tony

Tay Yee Paa Tony (Tony Tay)

Address for Notice:

[***]

{Signature Page to Shareholder Support Agreement}

The Shareholder:

/s/ Lee Wei Chiang

Lee Wei Chiang (Francis Lee)

Address for Notice:

[***]

{Signature Page to Shareholder Support Agreement}

SPONSOR SUPPORT AGREEMENT

This SPONSOR SUPPORT AGREEMENT, dated as of September 12, 2023 (this “Agreement”), is entered into by and among (i) **Inception Growth Acquisition Limited**, a Delaware corporation (together with its successors, including Purchaser (as defined below) after the Redomestication Merger (as defined below), “Parent”), (ii) **IGTA Merger Sub Limited**, a British Virgin Islands business company and a wholly-owned subsidiary of Parent (“Purchaser”), (iii) **AgileAlgo Limited**, a British Virgin Islands company (the “Company”), and (iv) the stockholder(s) of Parent listed on Exhibit A hereto (each, a Stockholder and collectively, the “Stockholders”). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

WHEREAS, Parent, Purchaser, the Company and certain shareholders of the Company named as Sellers therein (the “Sellers”) are parties to that certain Business Combination Agreement, dated as of the date hereof (as it may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “Business Combination Agreement”), pursuant to which, subject to the terms and conditions thereof and in accordance with the provisions of applicable Law, (a) immediately prior to the Closing, Parent will merge with and into Purchaser, with Purchaser continuing as the surviving entity (the “Redomestication Merger”), (b) at the Closing, Purchaser will acquire the shares of the Company held by the Sellers in exchange for ordinary shares of Purchaser (the “Share Exchange”) and together with the Redomestication Merger and the other transactions contemplated by the Business Combination Agreement and the Additional Agreements, the “Transactions”); and (c) following the Closing, Purchaser will be a publicly traded company listed on Nasdaq;

WHEREAS, as of the date hereof, each Stockholder owns the number of shares of Parent Common Stock set forth on Exhibit A hereto (all such shares, together with any successor shares of Parent, including, upon the effectiveness of the Redomestication Merger, any shares of Purchaser issued in exchange therefor, “Shares”);

WHEREAS, the Stockholders are parties to the Insider Letters with Parent; and

WHEREAS, in order to induce the Company to enter into the Business Combination Agreement, each Stockholder is executing and delivering this Agreement to the Company.

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

1. Agreement to Vote. During the period commencing on the date hereof and ending on the earlier to occur of (x) the Closing, and (y) such date and time as the Business Combination Agreement shall be terminated in accordance with the terms thereof (such period, the “Voting Period”), each Stockholder, with respect to its Shares, hereby irrevocably agrees to:

(a) appear at any meeting of the stockholders of Parent (or any class thereof) (a “Parent Stockholders’ Meeting”) in person or proxy or otherwise cause the Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote or consent to, or cause to be voted or consented to, including by class vote, if applicable, at a Parent Stockholders’ Meeting, or in any action by written consent of the stockholders of Parent (or any class thereof), all of the Shares, or at any adjournment or postponement thereof;

(i) in favor of (A) the approval and adoption of the Business Combination Agreement, the Additional Agreements and the Transactions, (B) any other matter reasonably necessary for the consummation of the Transactions and considered and voted upon at any Parent Stockholders’ Meeting, (C) the approval of the Parent Stockholder Approval Matters and (D), if there are

insufficient votes in favor of any of the foregoing clauses (A), (B) and (C), in favor of the adjournment or postponement of such Parent Stockholders' Meeting to a later date; and

(ii) against (including by withholding a class vote and/or written consent) (A) the approval of any Business Combination, merger, scheme of arrangement, consolidation, reorganization, recapitalization, share exchange, share purchase, asset purchase, dissolution, liquidation or winding up of or by Parent or Purchaser, or any public offering of any shares of Parent, Purchaser or any of its material subsidiaries, or a newly-formed holding company of Parent, Purchaser or such material subsidiaries, or any agreement with respect to any of the foregoing transactions (other than the Business Combination Agreement, the Additional Agreements and the Transactions), (B) the approval of any proposal, action or agreement that would be reasonably likely to in any material respect (i) impede, interfere with, frustrate the purposes of, discourage, delay, prevent or nullify any provision of this Agreement, the Business Combination Agreement, the Additional Agreements or the Transactions, (ii) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Parent or Purchaser under the Business Combination Agreement, or (iii) result in any of the conditions set forth in Article X of the Business Combination Agreement not being fulfilled, and (C) any amendment to the Organizational Documents of Parent or any change in Parent's capitalization, corporate structure or business except for the Extension and other than as contemplated under the Business Combination Agreement.

(c) Each Stockholder hereby irrevocably agrees that it shall not commit or agree to take any action inconsistent with the foregoing.

(d) Each Stockholder represents and warrants that any proxies or powers of attorney heretofore given in respect of the Shares that may still be in effect are not irrevocable, and such proxies or powers of attorney have been or are hereby revoked.

(e) Each Stockholder acknowledges that it has received and reviewed a copy of the Business Combination Agreement and the Additional Agreements. The obligations of each Stockholder specified in this Section 1 shall apply whether or not the Redomestication Merger, Share Exchange or other Transactions or any Parent Stockholder Approval Matter is recommended by Parent's Board of Directors.

2. Redemptions Rights. Each Stockholder irrevocably agrees that during the Voting Period it will not exercise any right to redeem all or a portion of such Stockholder's Shares (in connection with the transactions contemplated by this Agreement or the Business Combination Agreement or otherwise).

3. Transfer of Securities. During the Voting Period, each Stockholder irrevocably agrees that, other than (i) pursuant to this Agreement or the Business Combination Agreement or (ii) upon the consent of the Company and Parent, it shall not, directly or indirectly, (a) sell, assign, transfer (including by operation of law), allow the creation of a lien, pledge, distribute, dispose of or otherwise encumber any of the Shares or any other Parent Securities or Purchaser Securities directly or indirectly held by such Stockholder (collectively with the Shares, the "Securities"), either voluntarily or involuntarily (collectively, "Transfer"), or otherwise agree or offer to do any of the foregoing, (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, assignment, transfer (including by operation of law) or other disposition of any Securities, (d) establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any Securities, (e) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Securities, (f) take any action that would have the effect of preventing or disabling Stockholder from performing its obligations hereunder or (g) publicly announce any intention to effect any transaction specified in this Section 3; provided, that Transfers by such Stockholder are permitted to an Affiliate or to a direct or indirect owner of equity in such Stockholder (a "Permitted Transfer"), if as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to the Company, to assume all of the obligations of the Transferring Stockholder under with respect to the Transferred Securities, and be bound by all of the terms of, this Agreement; provided, further, that any Transfer permitted under this Section 3 shall not relieve the Stockholder of its obligations under this Agreement. Any Transfer (save with the written consent of Parent and the Company) in violation of this Section 3 with respect to a Stockholder's Securities shall be null and void ab initio and of no force or effect.

4. Representations and Warranties. Each Stockholder, severally and not jointly, represents and warrants to the Company, Purchaser and Parent as follows:

(a) The execution, delivery and performance by such Stockholder of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby do not and will not (i) conflict with or violate any Law applicable to such Stockholder, (ii) require any consent, approval or authorization of, declaration, filing or registration with, or notice to, any Person, (iii) result in the creation of any Lien on any Securities (other than pursuant to this Agreement or transfer restrictions under applicable securities Laws or the Organizational Documents of Parent), or (iv) conflict with or result in a breach of or constitute a default under any provision of such Stockholder's Organizational Documents.

(b) Such Stockholder is the only record and beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Securities, free and clear of any Lien (other than pursuant to this Agreement or the Insider Letters or transfer restrictions under applicable securities Laws or the Organizational Documents of Parent) and has the sole power (as currently in effect) to vote the Shares and has not entered into any voting agreement or voting trust with respect to any of such Stockholder's Securities that is inconsistent with such Stockholder's obligations pursuant to this Agreement. Such Stockholder has the full right, power and authority to sell, transfer and deliver such Securities, and such Stockholder does not own, directly or indirectly, any other Parent Securities, other than the Parent Private Warrants held by such Stockholder (if any).

(c) Such Stockholder is a natural person or a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the laws of the jurisdiction of its organization, has the power, authority and capacity to execute, deliver and perform this Agreement, has not entered into any agreement or undertaking that would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement and that this Agreement has been duly authorized, executed and delivered by such Stockholder. This Agreement, assuming due authorization, execution and delivery hereof by the Company, Parent and Purchaser, constitutes a legal, valid and binding obligation of such Stockholder in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights and to general equitable principles).

(d) As of the date of this Agreement, there is no regulatory or court action, proceeding or, to such Stockholder's knowledge, investigation pending against such Stockholder or, to the knowledge of such Stockholder, threatened against such Stockholder that questions the beneficial or record ownership of such Stockholder's Securities, the validity of this Agreement or the performance by such Stockholder of its obligations under this Agreement.

(e) Such Stockholder understands and acknowledges that the Company is entering into the Business Combination Agreement in reliance upon such Stockholder's execution and delivery of this Agreement.

(f) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Parent, Purchaser or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by such Stockholder.

5. New Shares. In the event that, during the Voting Period, (a) any new or additional Parent Securities or Purchaser Securities are issued to a Stockholder after the date of this Agreement pursuant to any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares or otherwise, (b) a Stockholder purchases or otherwise acquires beneficial ownership of any new or additional Parent Securities or Purchaser Securities, or (c) a Stockholder acquires the right to vote or share in the voting of any new or additional Parent Securities or Purchaser Securities (such Parent Securities or Purchaser Securities in clauses (a) through (c), collectively, the "New Shares"), then such New Shares acquired or purchased by such Stockholder shall be subject to the terms of this Agreement to the same extent as if they constituted the Shares owned by such Stockholder as of the date hereof.

6. Support of the Merger. During the Voting Period, each Stockholder shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary to consummate the Transactions and shall not take any action that would reasonably be expected to materially delay or prevent the satisfaction of any of the conditions to the consummation of the Transactions.

7. No Challenges. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, Purchaser, the Company or any of their respective successors or directors or officers (a) challenging the validity of, or seeking to enjoin the operation

of, any provision of this Agreement, the Business Combination Agreement or the Additional Agreements or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Business Combination Agreement or the Additional Agreements.

8. Stockholder Release. Each Stockholder, on its own behalf and on behalf of each of its Affiliates and successors, assigns and executors (each, a “Stockholder Releasor”), effective as at the Closing, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge Parent, Purchaser, the Company, their respective Subsidiaries and successors, assigns, heirs, executors, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a “Stockholder Releasee”), from (i) any and all obligations or duties Parent, Purchaser or their respective Subsidiaries have prior to or as of the Closing to such Stockholder Releasor or (ii) all claims, demands, liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Stockholder Releasor has prior to or as of the Closing, against any Stockholder Releasee arising out of, based upon or resulting from any contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the Closing; provided, however, that nothing contained in this Section 8 shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party (i) arising under this Agreement, the Business Combination Agreement or any Additional Agreement, (ii) for indemnification or contribution, in any Stockholder Releasor’s capacity as an officer or director of Parent or Purchaser, (iii) arising under any then-existing insurance policy of Parent or Purchaser, or (iv) pursuant to a contract and/or Parent or Purchaser policy, to reimbursements for reasonable and necessary business expenses incurred and documented prior to the Closing. For the avoidance of doubt, the provisions of this Section 8 will survive any termination or expiration of this Agreement as a result of the Closing.

9. Insider Letters. Each Stockholder, the Parent and Purchaser hereby acknowledge that effective upon the Redomestication Merger, Parent shall merge with Purchaser with Purchaser being the surviving entity, and that accordingly, Purchaser shall succeed to all of the rights and obligations of Parent under the Insider Letters, and that from and after the Redomestication Merger, any references to the Parent Securities in the Insider Letters will include any and all Purchaser Securities into which such Parent Securities shall convert in the Redomestication Merger (and any other securities of Purchaser or any successor entity issued in consideration of, including as a stock split, dividend or distribution, or in exchange for, any of such securities).

10. Termination. This Agreement and the obligations of each Stockholder under this Agreement shall automatically terminate upon the earliest to occur of: (a) the Closing; (b) the termination of the Business Combination Agreement in accordance with its terms; and (c) the mutual agreement of the Company and Parent. Upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) the provisions of Sections 8 through 11 hereof will survive the termination or expiration of this Agreement, and (ii) such termination or expiration shall not relieve any party from liability for any willful breach of this Agreement occurring prior to its termination.

11. Miscellaneous.

(a) Except as otherwise provided herein or in the Business Combination Agreement or any Additional Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated hereby or thereby are consummated.

(b) Any notice, consent, waiver or other communication hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or reputable, internationally recognized overnight courier service, by 5:00 P.M. on a Business Day, addressee’s day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (ii) if by fax or email, on the date that transmission is sent electronically with affirmative confirmation of receipt; or (iii) three (3) Business Days after mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(A) If to the Company, to:

AgileAlgo Holdings Ltd.
5008 Ang Mo Kio Avenue 5, #04-09

Techplace II, Singapore 569874
Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

(B) If to Parent or Purchaser, to:

Inception Growth Acquisition Limited
875 Washington Street
New York, NY 10014
Attention: Cheuk Hang Chow, Chief Executive Officer
E-mail: cheukhangchow@inceptiongrowth1.com

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

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Lawrence Venick, Esq.
Email: lvenick@loeb.com

(C) If to a Stockholder, to the address of such Shareholder as set forth in Exhibit A hereto.

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

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Lawrence Venick, Esq.
Email: lvenick@loeb.com

(c) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(d) This Agreement and the Business Combination Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) without the prior written consent of Parent and the Company.

(e) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person that is not a party hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction. All actions, suits or proceedings (collectively, “Action”) arising out of or relating to this Agreement shall be heard and determined exclusively in any federal or state court having jurisdiction within the State of Delaware (and any appellate courts thereof). The parties hereto hereby (i) submit to the exclusive jurisdiction of federal or state courts within the State of Delaware (and any appellate courts thereof) for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated hereunder may not be enforced in or by any of the above-named courts.

(g) The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and accordingly, that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal or state court within the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement to post security or a bond as prerequisite to obtaining equitable relief.

(h) This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(i) Each Stockholder shall execute and deliver, or cause to be delivered, such additional documents, and take, or cause to be taken, all such further actions and do, or cause to be done, all things reasonably necessary (including under applicable laws), or reasonably requested by Parent, Purchaser or the Company, to effect the actions and consummate the Transactions, in each case, on the terms and subject to the conditions set forth in the Business Combination Agreement and the Additional Agreements.

(j) This Agreement may not be amended, changed, supplemented or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by Parent, Purchaser, the Company and each Stockholder. No provision hereof may be waived except in a writing signed by the party against whom enforcement of such waiver is sought. No failure or delay by a party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

(k) This Agreement shall not be effective or binding upon a Stockholder until such time as the Business Combination Agreement is executed by each of the parties thereto (excluding for the avoidance of doubt, any Joining Sellers).

(l) If, and as often as, there are any changes in Parent or Purchaser by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations hereunder shall continue with respect to a Stockholder and the Securities as so changed.

(m) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH (M).

(n) Each Stockholder hereby authorizes Parent, Purchaser and the Company to publish and disclose in any disclosure required by the SEC such Stockholder's identity and beneficial ownership of the Shares and the nature of such Stockholder's obligations under this Agreement.

(o) The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) the term "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation"; and (iii) the words "herein," "hereto," and "hereby" and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(p) For purposes of this Agreement, the term "knowledge" of a Person that is (i) an entity refers to the actual knowledge of such entity's directors and executive officers, after reasonable inquiry, or (ii) a natural person refers to such Person's actual knowledge, after reasonable inquiry.

(q) This Agreement is intended to create a contractual relationship for each Stockholder with the Company, Parent and Purchaser, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship among the parties hereto or among any other shareholders of Parent, the Purchaser or the Company entering into voting or support agreements with the Company, Parent or Purchaser. Except for the Stockholders party to this Agreement, each Stockholder is not an Affiliate of any other holder of securities of Parent or Purchaser entering into a voting or support agreement with the Company, Parent or the Purchaser in connection with the Business Combination Agreement or the Transactions and has acted independently regarding its decision to enter into this Agreement. Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to any Shares.

{The remainder of this page is intentionally left blank; signature page follows}

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

The Parent:

**INCEPTION GROWTH ACQUISITION
LIMITED**

By: /s/ Cheuk Hang Chow

Name: Cheuk Hang Chow

Title: Chief Executive Officer

The Purchaser:

IGTA MERGER SUB LIMITED

By: /s/ Cheuk Hang Chow

Name: Cheuk Hang Chow
Title: Sole Director

The Company:

AGILEALGO HOLDINGS LTD.

By: /s/ Tay Yee Paa Tony
Name: Tay Yee Paa Tony (Tony Tay)
Title: Director

{Signature Page to Sponsor Support Agreement}

The Stockholders:

SOUL VENTURE PARTNERS LLC

By: /s/ Jason Wong
Name: Jason Wong
Title: Manager

/s/ Cheuk Hang Chow
Cheuk Hang Chow

/s/ Felix Yun Pun Wong
Felix Yun Pun Wong

/s/ Michael Lawrence Coyne
Michael Lawrence Coyne

/s/ Albert Chang
Albert Chang

/s/ Yan Xu
Yan Xu

{Signature Page to Sponsor Support Agreement}

Exhibit A
Stockholders

Stockholder	Number of Shares	Address for Notices
Soul Venture Partners LLC	2,467,500	Soul Venture Partners LLC c/o Inception Growth Acquisition Limited

		875 Washington Street New York, NY 10014
Cheuk Hang Chow	20,000	Cheuk Hang Chow c/o Inception Growth Acquisition Limited 875 Washington Street New York, NY 10014
Felix Yun Pun Wong	30,000	Felix Yun Pun Wong c/o Inception Growth Acquisition Limited 875 Washington Street New York, NY 10014
Michael Lawrence Coyne	20,000	Michael Lawrence Coyne c/o Inception Growth Acquisition Limited 875 Washington Street New York, NY 10014
Albert Chang	25,000	Albert Chang c/o Inception Growth Acquisition Limited 875 Washington Street New York, NY 10014
Yan Xu	12,500	Yan Xu c/o Inception Growth Acquisition Limited 875 Washington Street New York, NY 10014
Total	2,575,000	

Exhibit D**FORM OF
LOCK-UP AGREEMENT**

THIS LOCK-UP AGREEMENT (this “Agreement”) is dated as of [●], by and between the undersigned holder of Company Ordinary Shares (as defined below) (the “Holder”) and Prodigy, Inc. (f/k/a IGTA Merger Sub Limited), a British Virgin Islands business company (the “Company”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Business Combination Agreement (as defined below).

BACKGROUND

A. Inception Growth Acquisition Limited., a Delaware corporation and the predecessor to the Company prior to the Redomestication Merger (“Parent”), the Company, AgileAlgo Holdings Limited, a British Virgin Islands business company (“AgileAlgo”), and each of the holders of AgileAlgo’s ordinary shares named as Sellers therein (whether at the time of its signing or through execution of a joinder agreement thereto), including Holder (the “Sellers”), are parties to that certain Business Combination Agreement, dated as of September 12, 2023 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Business Combination Agreement”), pursuant to which (a) immediately prior to the Closing (as defined below), Parent merged with and into Company, with the Company continuing as the surviving entity (the “Redomestication Merger”), and (b) at the Closing, the Company will acquire the shares of AgileAlgo held by the Sellers in exchange for ordinary shares of the Company (the “Share Exchange”). Following the Closing, the Company will be a publicly traded company listed on Nasdaq.

B. The Holder was the record owner of ordinary shares of AgileAlgo prior to the Closing, and at the Closing is receiving ordinary shares of the Company, par value \$0.0001 per share (the “Company Ordinary Shares”), pursuant to the Share Exchange (such shares, the “Lock-up Shares”).

C. As a condition of, and as a material inducement for the Company to consummate the transactions contemplated by the Business Combination Agreement (the “Closing”), the Holder has agreed to execute and deliver this Agreement upon the Closing.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT**1. Lock-Up.**

(a) During the Lock-up Period (as defined below), the Holder irrevocably agrees that it will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the Lock-up Shares, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, whether any of these transactions are to be settled by delivery of any such Lock-up Shares, in cash or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to any security of the Company.

(b) In furtherance of the foregoing, the Company will (i) place an irrevocable stop order on all Lock-up Shares during the Lock-up Period, including those which may be covered by a registration statement, and (ii) notify the Company’s transfer agent in writing of the stop order and the restrictions on such Lock-up Shares under this Agreement and direct the Company’s transfer agent not

to process any attempts by the Holder to resell or transfer any Lock-up Shares during the Lock-up Period, except in compliance with this Agreement.

(c) For purposes hereof, “Short Sales” include all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(d) For purpose of this Agreement, the “Lock-up Period” means, with respect to the Lock-up Shares, the period commencing on the Closing Date and ending on the date that is one hundred and eighty (180) days thereafter.

(e) The restrictions set forth herein shall not apply to: (i) transfers or distributions to the Holder’s current or former general or limited partners, or members, stockholders, other equity holders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act) or to the estates of any of the foregoing; (ii) transfers by bona fide gift to a member of the Holder’s immediate family (for purposes of this Agreement, “immediate family” shall mean with respect to any natural person, any of the following: such person’s spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such natural person and his or her spouses and siblings), or to a trust, the beneficiary of which is the Holder or a member of the Holder’s immediate family for estate planning purposes; (iii) by virtue of the laws of descent and distribution upon death of the Holder; or (iv) pursuant to a qualified domestic relations order, in each case where such transferee agrees to be bound by the terms of this Agreement in writing, in form and substance reasonably satisfactory to the Company.

(f) In addition, after the Closing, if there is a Change of Control, then upon the consummation of such Change of Control, all Lock-up Shares shall be released from the restrictions contained herein. A “Change of Control” means: (i) the sale of all or substantially all of the consolidated assets of the Company and its subsidiaries, taken as a whole, to a third-party purchaser; (ii) a sale resulting in no less than a majority of the voting power of the Company being held by a person or persons that did not own a majority of the voting power prior to such sale; or (iii) a merger, consolidation, recapitalization or reorganization of the Company with or into a third-party purchaser where shareholders of the Company immediately prior to such transaction own less than a majority of the voting power of the resulting entity or its parent company.

2. Representations and Warranties. Each party hereto, by its respective execution and delivery of this Agreement, hereby represents and warrants to the other that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is the binding and enforceable obligation of such party, enforceable against such party in accordance with the terms of this Agreement, and (c) the execution, delivery and performance of such party’s obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound.

3. Beneficial Ownership. The Holder hereby represents and warrants that it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any Company Ordinary Shares or any economic interest in or derivative of such shares, other the Company Ordinary Shares specified on the signature page hereto as such Holder’s Lock-up Shares.

4. No Additional Fees/Payment. Other than the consideration provided in the Share Exchange under the Business Combination Agreement, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

5. Termination of Business Combination Agreement. This Agreement shall be binding upon Holder’s and the Company’s execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, in the event that the Business Combination Agreement is terminated in accordance with its terms prior to the Closing, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect.

6. Notices. Any notice, consent, waiver or other communication hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or reputable, internationally recognized overnight courier service, by 5:00 P.M. on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (ii) if by fax or email, on the date that transmission is sent electronically with affirmative confirmation of receipt; or (iii) three (3) Business Days after mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

- (a) If to the Company, to:

Prodigy, Inc.
5008 Ang Mo Kio Avenue 5, #04-09
Techplace II, Singapore 569874
Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

- (b) If to the Holder, to the address set forth on the Holder's signature page hereto, with a copy to (which shall not constitute notice):

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attn: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Facsimile No.: (212) 370-7889
Telephone No.: (212) 370-1300
E-mail: bigrossman@egsllp.com; mgray@egsllp.com

7. Enumeration and Headings; Interpretation. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) the term "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation"; and (iii) the words "herein," "hereto," and "hereby" and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement.

8. Counterparts. This Agreement may be executed in facsimile (including by .pdf or other electronic document transmission) and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

9. Entire Agreement; Assignment; Successors and Assigns; Third Parties. This Agreement constitutes the full and entire understanding and agreement between the Company (or Parent as the predecessor to the Company) and Holder with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Company (or Parent as

the predecessor to the Company) and Holder is expressly canceled; provided, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the parties under the Business Combination Agreement or any Ancillary Agreement. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. This Agreement and the rights and obligations of a party hereunder may not be assigned or delegated without the prior written consent of the other party (not to be unreasonably withheld, delayed or conditioned), and any purposed assignment or delegation without such consent shall be null and void ab initio. Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a party hereto or thereto or a successor or permitted assign of such a party.

10. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision will be conformed to prevailing Law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto. The parties shall cooperate in good faith to substitute (or cause such court or other legal Authority to substitute) for any provision so held to be invalid, illegal or unenforceable a valid provision, as alike in substance to such provision as is valid, lawful and enforceable.

11. Amendment; Waiver. This Agreement may be amended or modified by written agreement executed by each of the parties hereto. The provisions and terms of this Agreement may only be waived in a writing signed by the party against whom enforcement of such waiver is sought. No failure or delay by a party in exercising any right hereunder shall operate as a waiver thereof. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

12. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

13. No Strict 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 rules of strict construction will be applied against any party.

14. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws (both substantive and procedural) of the State of Delaware, without giving effect to the conflict of laws principles thereof.

15. Jurisdiction. Subject to Section 17 below, the parties shall submit any dispute, claim, controversy or Action (in each case, whether in contract, tort, equity or otherwise) based upon, arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement), the negotiation, execution performance or any alleged breach thereof ("Related Claim") to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware (and any courts having jurisdiction over appeals therefrom), or, if no federal court in the State of Delaware accepts jurisdiction, any state court within the State of Delaware (and any courts having jurisdiction over appeals therefrom) (collectively, the "Specified Courts")), and the parties hereby irrevocably agree that all Related Claims shall be heard and determined in such courts. Subject to Section 17 below, the parties hereby (a) submit to the exclusive personal and subject matter jurisdiction of any Specified Court any Related Claims and (b) irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of any such Related Claim brought in any Specified Court or any defense of inconvenient forum for the maintenance of such dispute. The parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The parties hereby consent to process being served by any other party in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 6 (other than by email) along with a notification that service of process is being served in conformance with this Section 15. Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

16. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT EACH SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER

BETWEEN OR AMONG ANY OF THE PARTIES TO THIS AGREEMENT OF ANY KIND OR NATURE, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

17. Arbitration. Any and all disputes, controversies and claims (other than applications for a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief or application for enforcement of a resolution under this Section 17) arising out of, related to, or in connection with this Agreement or the transactions contemplated hereby (a “Dispute”) shall be governed by this Section 17. A party must, in the first instance, provide written notice of any Disputes to the other party, which notice must provide a reasonably detailed description of the matters subject to the Dispute. The parties shall seek to resolve the Dispute on an amicable basis within ten (10) Business Days of the notice of such Dispute being received by such other party (the “Resolution Period”); provided, that if any Dispute would reasonably be expected to have become moot or otherwise irrelevant if not decided within sixty (60) days after the occurrence of such Dispute, then there shall be no Resolution Period with respect to such Dispute. Any Dispute that is not resolved during the Resolution Period may immediately be referred to and finally resolved by arbitration pursuant to the then-existing Expedited Procedures (as defined in the AAA Procedures) of the Commercial Arbitration Rules (the “AAA Procedures”) of the AAA. Either party may submit the Dispute to the AAA to commence the proceedings after the Resolution Period. To the extent that the AAA Procedures and this Agreement are in conflict, the terms of this Agreement shall control. The arbitration shall be conducted by one arbitrator nominated by the AAA promptly (but in any event within five (5) Business Days) after the submission of the Dispute to the AAA and reasonably acceptable to each party, which arbitrator shall be a commercial lawyer with substantial experience arbitrating disputes under lock-up agreements. The arbitrator shall accept his or her appointment and begin the arbitration process promptly (but in any event within five (5) Business Days) after his or her nomination and acceptance by the parties. The proceedings shall be streamlined and efficient. The arbitrator shall decide the Dispute in accordance with the substantive law of the State of Delaware. Time is of the essence. Each party shall submit a proposal for resolution of the Dispute to the arbitrator within twenty (20) days after confirmation of the appointment of the arbitrator. The arbitrator shall have the power to order any party to do, or to refrain from doing, anything consistent with this Agreement and applicable Law, including to perform its contractual obligation(s); provided, that the arbitrator shall be limited to ordering pursuant to the foregoing power (and, for the avoidance of doubt, shall order) the relevant party (or parties, as applicable) to comply with only one or the other of the proposals. The arbitrator’s award shall be in writing and shall include a reasonable explanation of the arbitrator’s reason(s) for selecting one or the other proposal. The seat of arbitration shall be in State of Delaware. The language of the arbitration shall be English.

18. Authorization Regarding this Agreement. The parties acknowledge and agree that enforcement of the Company’s rights and remedies, and the grant of any waivers or amendments under this Agreement may be made, taken and authorized on behalf of the Company only following the affirmative vote or consent of a majority of the Disinterested Independent Directors. For purposes of this Agreement, a “Disinterested Independent Director” means an independent director (as defined under Nasdaq rules and regulations) serving on the Company’s board of directors at the applicable time of determination, that is not Holder or an Affiliate of Holder, or an officer, director, manager, employee, trustee or beneficiary of Holder or its Affiliate, nor an immediate family member of any of the foregoing. Without limiting the foregoing, in the event that Holder or its Affiliate serves as a director, officer, employee or other authorized agent of the Company, Holder or its Affiliate shall have no authority, express or implied, to act or make any determination on behalf of the Company in connection with this Agreement or any dispute, action or legal proceeding respect hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

The Company:

Prodigy, Inc. (f/k/a IGTA Merger Sub Limited)

By: _____
Name: _____
Title: _____

{Signature Page to Lock-Up Agreement}

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Holder:

Name of Holder: [_____]

By: _____
Name: _____
Title: _____

Number of Lock-Up Shares:: _____

Address for Notice:

Address: _____

Facsimile No.: _____

Telephone No.: _____

Email: _____

{Signature Page to Lock-Up Agreement}

Exhibit E
FORM OF
AMENDED AND RESTATED
REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is entered into as of [●], by and among (i) **Prodigy, Inc.** (f/k/a IGTA Merger Sub Limited), a British Virgin Islands business company (the “**Company**”), (ii) **Soul Venture Partners LLC**, a Delaware limited liability company (the “**Sponsor**”), (iii) certain former shareholders of AgileAlgo Holdings Ltd., a British Virgin Islands business company (the “**Target**”), set forth on Schedule 1 hereto (such shareholders, the “**Target Holders**”) and (iv) other Persons who hereafter becomes a party to this Agreement pursuant to Section 6.2 of this Agreement (such Persons collectively with the Sponsor and the Target Holders, the “**Holders**” and each, a “**Holder**”). Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the Business Combination Agreement (as defined below).

WHEREAS, Inception Growth Acquisition Limited, a Delaware corporation and the predecessor to the Company prior to the Redomestication Merger (as defined below) (“**Parent**”), and the Sponsor are party to that certain Registration Rights Agreement, dated as of December 8, 2021 (the “**Original RRA**”);

WHEREAS, the Company, Parent, the Target and the shareholders of the Target named as Sellers therein (the “**Sellers**”), including the Target Holders, have entered into that certain Business Combination Agreement, dated as of September 12, 2023 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Business Combination Agreement**”), pursuant to which (a) immediately prior to the Closing, Parent merged with and into the Company (the “**Redomestication Merger**”), with the Company surviving the Redomestication Merger, and (b) at the Closing, the Company will acquire all of shares of Target held by the Sellers in exchange for Ordinary Shares (as defined below) (the “**Share Exchange**” and, together with the Redomestication Merger and the other transactions contemplated by the Business Combination Agreement and the Additional Agreements, the “**Transactions**”). Following the Transactions, the Company will be a publicly traded company listed on the Nasdaq Capital Market;

WHEREAS, pursuant to the Redomestication Merger, in exchange for (i) the shares of Parent Common Stock held by the Sponsor, the Sponsor received an equal number of Ordinary Shares and (ii) the Parent Private Warrants held by the Sponsor, the Sponsor received an equal number of Company Private Warrants (as defined below);

WHEREAS, on the date hereof, pursuant to the Share Exchange, the Target Holders are receiving Ordinary Shares in exchange for their shares of Target (such Ordinary Shares, the “**Exchange Shares**”);

WHEREAS, pursuant to the Business Combination Agreement, a portion of the Exchange Shares to be received by the Target Holders will be set aside at the Closing and held in escrow as Earnout Shares in accordance with the terms and conditions set forth in the Business Combination Agreement;

WHEREAS, pursuant to Section 5.5 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Original RRA) of at least a majority-in-interest of the Registrable Securities (as defined in the Original RRA) at the time in question; and

WHEREAS, the parties hereto, including the Company (as successor to Parent) and the Sponsor, desire to amend and restate the Original RRA in its entirety and enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

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

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

“**Agreement**” means this Agreement, as amended, restated, supplemented, or otherwise modified from time to time.

“**Business Combination Agreement**” is defined in the recitals to this Agreement.

“**Closing**” means the consummation of the Transactions.

“**Commission**” means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

“**Company**” is defined in the preamble to this Agreement.

“**Company Private Warrant**” means one whole non-redeemable warrant of the Company to be issued in the Redomestication Merger in exchange for the outstanding Parent Private Warrants, entitling the holder thereof to purchase one (1) Ordinary Share at a price of \$11.50 per whole Ordinary Share.

“**Demand Registration**” is defined in Section 2.1.1.

“**Demanding Holder**” is defined in Section 2.1.1.

“**Equity Securities**” means any (i) shares of capital stock or other equity or voting securities issued, reserved for issuance or outstanding, (ii) securities convertible into or exchangeable for shares of capital stock or other equity or voting interests, (iii) outstanding options, warrants, rights or other commitments or agreements to acquire, or that obligate a Person to issue, any capital stock or other equity or voting interests, or any securities convertible into or exchangeable for shares of capital stock or other equity or voting interests, (iv) obligations to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock or other equity or voting interests, and (v) other obligations to make any payments based on the price or value of any capital stock or other equity or voting interests.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

“**Exchange Shares**” is defined in the recitals to this Agreement.

“**Form S-3**” is defined in Section 2.3.

“**Holder(s)**” is defined in the preamble to this Agreement.

“**Holder Indemnified Party**” is defined in Section 4.1.

“**Indemnified Party**” is defined in Section 4.3.

“**Indemnifying Party**” is defined in Section 4.3.

“**Lock-Up Agreement**” means, (i) with respect to the Target Holders, the Lock-Up Agreements entered into by each such Target Holder with the Company in connection with the Closing, and (ii) with respect to the Sponsor, the Insider Letter to which the Sponsor is a party or bound, in each case of clauses (i) and (ii), as amended.

“**Maximum Number of Securities**” is defined in Section 2.1.4.

“**Ordinary Shares**” means the ordinary shares of the Company, with US\$0.0001 par value, along with any Equity Securities paid as dividends or distributions after the Closing with respect to such shares or into which such shares are exchanged or converted after the Closing.

“**Original RRA**” is defined in the recitals to this Agreement.

“**Parent**” is defined in the recitals to this Agreement.

“**Piggy-Back Registration**” is defined in Section 2.2.1.

“**Pro Rata**” is defined in Section 2.1.4.

“**Redomestication Merger**” is defined in the recitals to this Agreement.

“**Register**,” “**Registered**” and “**Registration**” mean a registration or offering effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“**Registrable Securities**” means any (i) Exchange Shares, including any Earnout Shares upon becoming vested and earned by the applicable Target Holder in accordance with the Business Combination Agreement, (ii) Sponsor Founder Shares, (iii) Warrants (including the Ordinary Shares issued or issuable upon exercise of such Warrants), and (iv) Ordinary Shares acquired by a Holder following the date hereof or Ordinary Shares issued or issuable upon the exercise of any other Equity Security of the Company acquired by a Holder following the date hereof, in either case, to the extent that such securities are “restricted securities” (as defined in Rule 144) or are otherwise held by an “affiliate” (as defined in Rule 144) of the Company. Registrable Securities include any Equity Securities of the Company (or successor publicly traded entity) issued as a dividend or other distribution with respect to or in exchange for or in replacement of the Registrable Securities described above. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities shall have ceased to be outstanding; or (d) the Registrable Securities are freely saleable under Rule 144 without volume limitations. Notwithstanding anything to the contrary contained herein, a Person shall be deemed to be a “Holder holding Registrable Securities” or “holder of Registrable Securities” (or words to that effect) under this Agreement only if they are a Holder or a transferee of the applicable Registrable Securities (so long as they remain Registrable Securities) of any Holder permitted under this Agreement and any applicable Lock-Up Agreement.

“**Registration Statement**” means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of Equity Securities, or securities or other obligations exercisable or exchangeable for, or convertible into, Equity Securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

“**Related Claim**” is defined in Section 6.12.

“**Rule 144**” means Rule 144 promulgated under the Securities Act.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

“**Sellers**” is defined in the recitals to this Agreement.

“**Share Exchange**” is defined in the recitals to this Agreement.

“**Specified Courts**” is defined in Section 6.12.

“**Sponsor**” is defined in the preamble to this Agreement.

“**Sponsor Founder Shares**” means Ordinary Shares issued to the Sponsor in exchange for their founder shares of Parent pursuant to the Redomestication Merger and owned by the Sponsor as of the Closing.

“**Target**” is defined in the preamble to this Agreement.

“**Target Holder**” is defined in the preamble to this Agreement.

“**Transactions**” is defined in the recitals to this Agreement.

“**Underwriter**” means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer’s market-making activities.

“**Warrants**” means the Company Private Warrants and the Working Capital Warrants, collectively.

“**Working Capital Warrant**” means a warrant to purchase Ordinary Shares that may be issued to any Lender upon conversion of Sponsor Loans upon the Closing, which Working Capital Warrant will have the same terms and conditions as the Company Private Warrants.

2. **REGISTRATION RIGHTS.**

2.1. **Demand Registration.**

2.1.1. **Request for Registration.** At any time and from time to time after the Closing, Holders holding a majority-in-interest of the Registrable Securities held by the Holders as of such time may make a written demand for registration under the Securities Act of all or part of their Registrable Securities, as the case may be (a “**Demand Registration**”). Any demand for a Demand Registration shall specify the number of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify, in writing, all other Holders holding Registrable Securities of the demand within ten (10) days from the Company’s receipt of such demand, and each Holder holding Registrable Securities who wishes to include all or a portion of such Holder’s Registrable Securities in the Demand Registration (each such Holder including shares of Registrable Securities in such registration, a “**Demanding Holder**”) shall so notify the Company within fifteen (15) days after the receipt by the Holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.1.4 and the provisions set forth in Section 3.1.1. The Company shall not be obligated to effect more than an aggregate of three (3) Demand Registrations under this Section 2.1.1 in respect of all Registrable Securities.

2.1.2. **Effective Registration.** A Registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied in all material respects with its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.1.3. **Underwritten Offering.** If a majority-in-interest of the Demanding Holders so elect and such Holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. In such event, the right of any Demanding Holder to include its Registrable Securities in such registration shall be conditioned upon such Demanding Holder’s participation in such underwritten offer and the inclusion of such Demanding Holder’s Registrable Securities in the underwritten offering to the extent provided herein.

All Demanding Holders proposing to distribute their Registrable Securities through such underwritten offering shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwritten offer by a majority-in-interest of the Holders initiating the Demand Registration and reasonably acceptable to the Company.

2.1.4. Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that the dollar amount or number of Registrable Securities which the Demanding Holders desire to sell, taken together with all other Ordinary Shares or other securities which the Company desires to sell and the Ordinary Shares or other securities, if any, as to which Registration by the Company has been requested pursuant to written contractual piggy-back registration rights held by other securityholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of securities that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of securities, as applicable, the “**Maximum Number of Securities**”), then the Company shall include in such Registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of securities that each such Person has requested be included in such Registration, regardless of the number of securities held by each such Person, as long as they do not request to include more securities than they own (such proportion is referred to herein as “**Pro Rata**”)) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Ordinary Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Registrable Securities of Holders as to which Registration has been requested pursuant to Section 2.2, Pro Rata among such Holders based on the number of securities requested by such Holders to be included in such Registration, that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Ordinary Shares or other securities for the account of other Persons that the Company is obligated to register pursuant to written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities. In the event that Company securities that are convertible into Ordinary Shares are included in the offering, the calculations under this Section 2.1.4 shall include such Company securities on an as-converted to Ordinary Share basis.

2.1.5. Withdrawal. If a majority-in-interest of the Demanding Holders disapprove of the terms of any underwritten offering or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders withdraws from a proposed offering relating to a Demand Registration in such event, then such registration shall not count as a Demand Registration provided for in Section 2.1. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the Demanding Holders in connection with such Demand Registration as provided in Section 3.3 (subject to the limitations set forth therein).

2.2. Piggy-Back Registration.

2.2.1. Piggy-Back Rights. If at any time after the Closing, the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of or an offering of Equity Securities, or securities or other obligations exercisable or exchangeable for, or convertible into, Equity Securities, by the Company for its own account or for securityholders of the Company for their account (or by the Company and by securityholders of the Company including pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee share option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company’s existing securityholders, (iii) for an offering of debt that is convertible into Equity Securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the Holders holding Registrable Securities as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering or Registration, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the Holders holding Registrable Securities in such notice the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within ten (10) days following receipt of such notice (a “**Piggy-Back Registration**”). To the extent permitted by applicable securities Laws with respect to such Registration by the Company or another demanding securityholder, the Company shall use its best efforts to cause (i) such Registrable Securities to be included in such Registration and (ii) the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same

terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All Holders holding Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2. Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the Holders holding Registrable Securities proposing to distribute their Registrable Securities through such Piggy-Back Registration in writing that the dollar amount or number of Ordinary Shares or other Company securities which the Company desires to sell, taken together with the Ordinary Shares or other Company securities, if any, as to which Registration has been demanded pursuant to written contractual arrangements with Persons other than the Holders holding Registrable Securities hereunder, the Registrable Securities as to which Registration has been requested under this Section 2.2, and the Ordinary Shares or other Company securities, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other securityholders of the Company, exceeds the Maximum Number of Securities, then the Company shall include in any such Registration:

(a) If the Registration is undertaken for the Company's account: (i) first, the Ordinary Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders as to which registration has been requested pursuant to this Section 2.2, Pro Rata among the holders thereof based on the number of securities requested by such holders to be included in such Registration, that can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Ordinary Shares or other securities for the account of other Persons that the Company is obligated to register pursuant to separate written contractual piggy-back registration rights with such Persons that can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration is a Demand Registration undertaken at the demand of Demanding Holders pursuant to Section 2.1: (i) first, the Ordinary Shares or other securities for the account of the Demanding Holders, Pro Rata among the Holders thereof based on the number of securities requested by such Holders to be included in such Registration, that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Ordinary Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Registrable Securities of Holders as to which Registration has been requested pursuant to this Section 2.2, Pro Rata among the Holders thereof based on the number of securities requested by such Holders to be included in such Registration, that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Ordinary Shares or other securities for the account of other Persons that Company is obligated to register pursuant to separate written contractual piggy-back registration rights with such Persons that can be sold without exceeding the Maximum Number of Securities; and

(c) If the registration is a "demand" registration undertaken at the demand of Persons other than Demanding Holders under Section 2.1: (i) first, the Ordinary Shares or other securities for the account of the demanding Persons that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Ordinary Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Registrable Securities of Holders as to which Registration has been requested pursuant to this Section 2.2, Pro Rata among the Holders, that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Ordinary Shares or other securities for the account of other Persons that the Company is obligated to register pursuant to separate written contractual arrangements with such Persons, that can be sold without exceeding the Maximum Number of Securities.

In the event that Company securities that are convertible into Ordinary Shares are included in the offering, the calculations under this Section 2.2.2 shall include such Company securities on an as-converted to Ordinary Share basis. Notwithstanding anything to the contrary

above, to the extent that the Registration of a Holder's Registrable Securities would prevent the Company or the demanding holders from effecting such Registration and offering, such Holder shall not be permitted to exercise Piggy-Back Registration rights with respect to such Registration and offering.

2.2.3. Withdrawal. Any Holder holding Registrable Securities may elect to withdraw such Holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by Persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement without any liability to the applicable Holder, subject to the next sentence and the provisions of Section 4. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred in connection with such Piggy-Back Registration as provided in Section 3.3 (subject to the limitations set forth therein) by the Holders holding Registrable Securities that have requested to have their Registrable Securities included in such Piggy-Back Registration.

2.3. Registrations on Form S-3. After the Closing, Holders holding Registrable Securities may at any time and from time to time, request in writing that the Company register the resale of any or all of such Registrable Securities on Form S-3 or any similar short-form registration which may be available at such time ("**Form S-3**"); provided, however, that the Company shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, the Company will promptly give written notice of the proposed registration to all other Holders holding Registrable Securities, and, as soon as practicable thereafter, effect the Registration of all or such portion of such Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities, if any, of any other Holder joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.3: (i) if Form S-3 is not available to the Company for such offering; or (ii) if the Holders holding the Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at any aggregate price to the public of less than \$1,000,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

3. REGISTRATION PROCEDURES.

3.1. Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1. Filing Registration Statement. The Company shall use its best efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become effective and use its best efforts to keep it effective for the period required by Section 3.1.3; provided, however, that the Company shall have the right to defer any Demand Registration for up to forty-five (45) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the Holders requesting to include their Registrable Securities in such Registration a certificate signed by the Chief Executive Officer, Chief Financial Officer or Chairman of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Registration Statement to be effected at such time or such filing would require premature disclosure of material information which is not in the interests of the Company to disclose at such time; provided further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso more than twice in any 365-day period in respect of a Demand Registration hereunder.

3.1.2. Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Holders holding Registrable Securities included in such registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the Holders holding Registrable Securities

included in such registration or legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders.

3.1.3. Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including 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 and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn or until such time as the Registrable Securities cease to be Registrable Securities as defined by this Agreement.

3.1.4. Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than three (3) Business Days after such filing, notify the Holders holding Registrable Securities included in such Registration Statement of such filing, and shall further notify such Holders promptly and confirm such advice in writing in all events within three (3) Business Days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in the light of the circumstances under which they were made), not misleading, and promptly make available to the Holders holding Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the Holders holding Registrable Securities included in such Registration Statement and to the legal counsel for any such Holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such Holders and legal counsel with a reasonable opportunity to review such documents and comment thereon; provided that such Holders and their legal counsel shall use commercially reasonable efforts to provide any comments within five (5) Business Days after receipt of such documents.

3.1.5. State Securities Laws Compliance. The Company shall use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the Holders holding Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders holding Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or take any action to which it would be subject to general service of process or to taxation in any such jurisdiction where it is not then otherwise subject.

3.1.6. Agreements for Disposition. To the extent required by the underwriting agreement or similar agreements, the Company shall enter into reasonable customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the Holders holding Registrable Securities included in such Registration Statement. No Holder holding Registrable Securities included in such Registration Statement shall be required to make any representations or warranties in the underwriting agreement except, if applicable, with respect to such Holder’s organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such Holder’s material agreements and organizational documents, and with respect to written information relating to such Holder that such Holder has furnished in writing expressly for inclusion in such Registration Statement.

3.1.7. Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company

shall reasonably cooperate in any offering of Registrable Securities hereunder, which cooperation shall include the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.8. Records. The Company shall make available for inspection by the Holders holding Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any of them in connection with such Registration Statement; provided that the Company may require execution of a reasonable confidentiality agreement prior to sharing any such information.

3.1.9. Opinions and Comfort Letters. In the case of any underwritten offering pursuant to a Registration Statement filed pursuant to this Agreement, the Company shall obtain opinions of counsel representing the Company for the purposes of a Registration pursuant to this Agreement, addressed to the Holders participating in such Registration, the placement agent or sales agent, if any, and the Underwriters, covering such legal matters with respect to such Registration in respect of which such opinion is being given as such Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to Holders holding a majority-in-interest of the Registrable Securities included in such Registration. In the case of any underwritten offering pursuant to a Registration Statement filed pursuant to this Agreement, the Company shall obtain "cold comfort" letters from the Company's independent registered public accountants, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to Holders holding a majority-in-interest of the Registrable Securities included in such Registration. The Company shall furnish to each Holder holding Registrable Securities included in any Registration Statement for an underwritten offering a signed counterpart, addressed to such Holder, of (i) any opinion of counsel to the Company delivered to any Underwriter and (ii) any comfort letter from the Company's independent public accountants delivered to any Underwriter.

3.1.10. Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders if reasonably required, as soon as reasonably practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.11. Listing. The Company shall use its best efforts to cause all Registrable Securities that are Ordinary Shares included in any Registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the Holders holding a majority-in-interest of the Registrable Securities included in such Registration.

3.1.12. Road Show. If the registration involves the registration of Registrable Securities involving gross proceeds in excess of \$15,000,000, the Company shall use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any underwritten offering.

3.2. Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or in the event that the financial statements contained in the Registration Statement become stale, or in the event that the Registration Statement or prospectus included therein contains a misstatement of material fact or omits to state a material fact due to a bona fide business purpose, or, in the case of a resale registration on Form S-3 pursuant to Section 2.3 hereof, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company's Board of Directors, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each Holder holding Registrable Securities included in any Registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the Registration Statement is updated so that the financial statements are no longer stale, or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3. Registration Expenses. Subject to Section 4, the Company shall bear all reasonable costs and expenses incurred in connection with any Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form S-3 effected pursuant to Section 2.3, and all reasonable expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or “blue sky” laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company’s internal expenses (including all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.9); (viii) the reasonable fees and expenses of any special experts retained by the Company in connection with such registration; and (ix) the reasonable fees and expenses (up to a maximum of \$50,000 in the aggregate in connection with such registration) of one legal counsel selected by Holders holding of a majority-in-interest of the Registrable Securities included in such Registration for such legal counsel’s review, comment and finalization of the proposed Registration Statement and other relevant documents. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling securityholders and the Company shall bear the expenses of the Underwriter pro rata in proportion to the respective amount of securities each is selling in such offering.

3.4. Information. Holders holding Registrable Securities included in any Registration Statement shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of such Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with the Company’s obligation to comply with Federal and applicable state securities laws. Holders selling Registrable Securities in any offering or Registration must provide all questionnaires, powers of attorney, custody agreements, stock powers, and other documentation reasonably requested by the Company or the managing Underwriter.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1. Indemnification by the Company. Subject to the provisions of this Section 4.1 below, the Company agrees to indemnify and hold harmless each Holder and each Holder’s officers, employees, affiliates, directors, partners, members, attorneys and agents, and each Person, if any, who controls a Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, a “**Holder Indemnified Party**”), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such Registration (provided, however, that the indemnity agreement contained in this Section 4.1 shall not apply to amounts paid in settlement of any such claim, loss, damage, liability or action if such settlement is effected without the consent of the Company, such consent not to be unreasonably withheld, delayed or conditioned); and the Company shall promptly reimburse the Holder Indemnified Party for any legal and any other expenses reasonably incurred by such Holder Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling Holder or Holder Indemnified Party expressly for use therein. The Company also shall indemnify any Underwriter of the Registrable Securities, their officers, affiliates, directors, partners, members and agents and each Person who controls such Underwriter on substantially the same basis as that of the indemnification provided above in this Section 4.1.

4.2. Indemnification by Holders of Registrable Securities. Subject to the provisions of this Section 4.2 below, each Holder selling Registrable Securities will, in the event that any Registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling Holder, indemnify and hold harmless the Company, each of its directors and officers and each Underwriter (if any), and each other selling holder and each other Person, if any, who controls another selling holder or such Underwriter within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling Holder expressly for use therein (provided, however, that the indemnity agreement contained in this Section 4.2 shall not apply to amounts paid in settlement of any such claim, loss, damage, liability or action if such settlement is effected without the consent of the indemnifying Holder, such consent not to be unreasonably withheld, delayed or conditioned); and such Holder shall reimburse the Company, its directors and officers, each Underwriter and each other selling holder or controlling Person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling Holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling Holder.

4.3. Conduct of Indemnification Proceedings. Promptly after receipt by any Person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such Person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other Person for indemnification hereunder, notify such other Person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling Persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party (acting reasonably), consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4. Contribution.

4.4.1. If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount 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 Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue statement of a material fact or the omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3. The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no Holder holding Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such Holder from the sale of Registrable Securities which gave rise to such contribution obligation. No Person guilty 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.

5. RULE 144.

5.1. Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the Holders holding Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable written request of any Holder holding Registrable Securities, the Company shall promptly thereafter deliver to such Holder a written certification of a duly authorized officer as to (a) whether the Company has filed (i) all reports and other materials required to be filed pursuant to Sections 13(a) or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that the Company was required to file such reports and materials), other than Current Reports on Form 8-K and (ii) current "Form 10 information" (within the meaning of Rule 144 under the Securities Act) with the Commission reflecting the Company's status as an entity that is no longer an issuer described in paragraph (i)(1)(i) of Rule 144 under the Securities Act and (b) the first date that the Company filed "Form 10 information" (within the meaning of Rule 144 under the Securities Act) with the Commission.

6. MISCELLANEOUS.

6.1. Other Registration Rights. The Company represents and warrants that as of the date of this Agreement, no Person, other than the holders of Registrable Securities, has any right to require the Company to register any of the Company's share capital for sale or to include the Company's share capital in any registration filed by the Company for the sale of share capital for its own account or for the account of any other Person.

6.2. Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part, unless the Company first provides Holders holding Registrable Securities at least ten (10) Business Days' prior written notice; provided that no assignment or delegation by the Company will relieve the Company of its obligations under this Agreement unless Holders holding a majority-in-interest of the Registrable Securities provide their prior written consent, which consent must not be unreasonably withheld, delayed or conditioned. This Agreement and the rights, duties and obligations of the Holders holding Registrable Securities hereunder may be freely assigned or delegated by such Holder in conjunction with and to the extent of any transfer of Registrable Securities by such Holder which is permitted by such Holder's applicable Lock-Up Agreement; provided that no assignment by any Holder of its rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties, to the permitted assigns of the Holders or of any assignee of the Holders. This Agreement is not intended to confer any rights or benefits on any Persons that are not party hereto other than as expressly set forth in Article 4 and this Section 6.2.

6.3. Notices. Any notice, consent, waiver or other communication hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or reputable, internationally recognized overnight courier service, by 5:00 P.M. on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (ii) if by fax or email, on the date that transmission is sent electronically with affirmative confirmation of receipt; or (iii) three (3) Business Days after mailing by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions.

- (a) If to the Company, to:

Prodigy, Inc.
5008 Ang Mo Kio Avenue 5, #04-09
Techplace II, Singapore 569874
Attn: Tony Tay; Francis Lee
Telephone No.: +65 96808483
Email: tony.tay@agilealgo.com.sg; francis.lee@agilealgo.com.sg

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attention: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Telephone No.: (212) 370-1300
Facsimile No.: (212) 370-7889
Email: bigrossman@egsllp.com; mgray@egsllp.com

- (b) If to the Sponsor, to:

Soul Venture Partners LLC
875 Washington Street
New York, NY 10014
Attn: Cheuk Hang Chow, Chief Executive Officer
E-mail: cheukhangchow@inceptiongrowth1.com

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

Lawrence Venick, Esq.
Loeb & Loeb LLP
2206-19 Jardine House
1 Connaught Place
3 Central, Hong Kong
Email: lvenick@loeb.com

- (c) If to any other Holder, to the address set forth below such Holder's name on Schedule 1 hereto.

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105, U.S.A.
Attention: Barry I. Grossman, Esq.; Matthew A. Gray, Esq.
Telephone No.: (212) 370-1300
Facsimile No.: (212) 370-7889
Email: bigrossman@egsllp.com; mgray@egsllp.com

6.4. Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable. Notwithstanding anything to the contrary contained in this Agreement, in the event that a duly executed copy of this Agreement is not delivered to the Company by a Person receiving Registrable Securities in connection with the Closing, such Person failing to provide such signature shall not be a party to this Agreement or have any rights or obligations hereunder, but such failure shall not affect the rights and obligations of the other parties to this Agreement as among such other parties.

6.5. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile or pdf or other electronic document transmission), each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

6.6. Entire Agreement. This Agreement (together with the Business Combination Agreement and the Lock-Up Agreements to the extent incorporated herein, and including all agreements entered into pursuant hereto or thereto or referenced herein or therein and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written, relating to the subject matter hereof. Without prejudice to the generality of the foregoing, this Agreement amends, restates, supersedes and replaces in its entirety the Original RRA effective upon the Closing. All references to the RRA Agreement in any other document shall, from and after the Closing, be deemed to refer to this Agreement (except to the extent, if any, that such interpretation would conflict with the terms of this Agreement as they refer or pertain to the Original RRA).

6.7. Modifications and Amendments. This Agreement may only be amended, modified or terminated with the written agreement or consent of the Company and Holders holding a majority-in-interest of the Registrable Securities; provided, that any amendment or modification of this Agreement which affects a Holder in a manner materially and adversely disproportionate to other Holders will also require the consent of such disproportionately affected Holder.

6.8. Interpretation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words "without limitation"; (iii) the words "herein," "hereto," and "hereby" and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement; and (iv) the term "or" means "and/or". The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

6.9. Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

6.10. Remedies Cumulative. In the event that a party fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, the other parties may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

6.11. Governing Law; Jurisdiction. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed within the State of Delaware York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction. The parties shall submit any dispute, claim, controversy or Action (in each case, whether in contract, tort, equity or otherwise) based upon, arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement), the negotiation, execution performance or any alleged breach thereof ("Related Claim") to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware (and any courts having jurisdiction over appeals therefrom), or, if no federal court in the State of Delaware accepts jurisdiction, any state court within the State of Delaware (and any courts having jurisdiction over appeals therefrom) (collectively, the "Specified Courts")), and the parties hereby irrevocably agree that all Related Claims shall be heard and determined in such courts. The parties hereby (a) submit to the exclusive personal and subject matter jurisdiction of any Specified Court any Related Claims and (b) irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which it may now or hereafter have to the laying of venue of any such Related Claim brought in any Specified Court or any defense of inconvenient forum for the maintenance of such dispute. The parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The parties hereby consent to process being served by any other party in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 6.3 (other than by email) along with a notification that service of process is being served in conformance with this Section 6.11. Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

6.12. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE HOLDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

6.13. Termination of Business Combination Agreement. This Agreement shall be binding upon each party upon such party's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. In the event that the Business Combination Agreement is validly terminated in accordance with its terms prior to the Closing, this Agreement shall automatically terminate and become null and void and be of no further force or effect, and the parties shall have no obligations hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

The Company:

PRODIGY, INC.

By: _____

Name:

Title:

The Sponsor:

SOUL VENTURE PARTNERS LLC

By: _____
Name: _____
Title: _____

Target Holders:

Tay Yee Paa Tony (Tony Tay)

Lee Wei Chiang (Francis Lee)

{Signature Page to Amended and Restated Registration Rights Agreement}

SCHEDULE 1
Target Holders

Tay Yee Paa Tony (Tony Tay)
[***]

Lee Wei Chiang (Francis Lee)
[***]
