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As filed with the Securities and Exchange Commission on September 24, 2021.

Registration No. 333-

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

FORM F-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Pivotal Holdings Corp
(Exact name of registrant as specified in its charter)

British Virgin Islands	7372	98-1614508
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

The Offices 4, One Central
Dubai World Trade Centre
Dubai, United Arab Emirates
+971 42241293
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Cogency Global Inc.
122 East 42nd Street, 18th Floor
New York, NY 10168
(212) 947-7200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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New York, NY 10036
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Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective and all other conditions to the proposed Business Combination described herein have been satisfied or waived.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered (1)	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offer Price	Amount of Registration Fee
Units, each consisting of one Class A Ordinary Share, $0.0001 par value, and one-third of one warrant (2)	5,742,417	$10.12 (7)	$58,113,260.04	$6,340.16 (8)
Class A Ordinary Shares, par value $0.0001 per share (3)(6)	159,716,814	$9.88 (9)	$1,578,002,122.32	$172,160.03 (8)
Warrants (4)	17,433,333	$0.81 (10)	$14,120,999.73	$1,540.60 (8)
Class A Ordinary Shares, par value $0.0001 per share, issuable upon exchange of Warrants (5)(6)	17,433,333	$11.50 (11)	$200,483,329.50	$21,872.73 (8)
Total	—	—	$1,850,719,711.59	$201,913.52

(1) All securities being registered are issued by Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Holdings"), in connection with the proposed business combination described in the enclosed proxy statement/prospectus (the "Business Combination") among Holdings, Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Swvl"), Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("SPAC"), Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings ("Cayman Merger Sub"), and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of SPAC ("BVI Merger Sub"). Upon the consummation of the Business Combination, Holdings will change its name to "Swvl Holdings Corp".

(2) Consists of up to 5,742,417 units of Holdings (each, a "Holdings Unit"), with each Holdings Unit consisting of one Class A ordinary share, par value $0.0001, of Holdings (each, a "Holdings Common Share A") and one-third of one warrant of Holdings (each whole warrant exercisable for one Holdings Common Share A) (each whole warrant, a "Holdings Warrant"). The Holdings Units are issuable in exchange for up to 5,742,417 units of SPAC (each, a "SPAC Unit"), with each SPAC Unit consisting of one Class A ordinary share, par value $0.0001, of SPAC (each, a "SPAC Class A Ordinary Share") and one-third of one warrant of SPAC (each whole warrant exercisable for one SPAC Class A Ordinary Share) (each whole warrant, a "SPAC Warrant"). Upon the consummation of the Business Combination, all Holdings Units will be separated into their component securities.

(3) Consists of (a) 34,500,000 Holdings Common Shares A to be issued to holders of SPAC Class A Ordinary Shares, including SPAC Class A Ordinary Shares included in the outstanding SPAC Units, (b) 8,625,000 Holdings Common Shares A to be issued to holders of SPAC Class B Ordinary Shares and (c) up to 116,591,814 Holdings Common Shares A to be issued to the existing securityholders of Swvl, including (i) 92,339,965 Holdings Common Shares A to be issued to existing holders of Swvl's ordinary common shares A of no par value ("Swvl Common Shares A"), ordinary common shares B of no par value ("Swvl Common Shares B"), preferred shares of no par value and outstanding convertible notes (excluding the exchangeable notes issued in connection with the entry into the Business Combination Agreement) upon the consummation of the Business Combination, (ii) up to 9,251,849 Holdings Common Shares A that may be issued after consummation of the Business Combination to holders of existing options to purchase Swvl Common Shares B ("Swvl Options") and (iii) up to 15,000,000 Holdings Common Shares A that may be issued after consummation of the Business Combination pursuant to the earnout provisions of the business combination agreement described in the enclosed proxy statement/prospectus (the "Business Combination Agreement").

(4) Consists of Holdings Warrants issuable in the Business Combination in exchange for (a) 11,500,000 SPAC Warrants that were sold as part of the SPAC Units in SPAC's initial public offering and (b) 5,933,333 SPAC Warrants that were sold to SPAC's sponsor in a private placement.

(5) Consists of Holdings Common Shares A issuable upon exercise of Holdings Warrants.

(6) Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered an indeterminable number of additional securities as may be issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(7) Based on the average of the high and low trading prices of the SPAC Units on September 21, 2021, pursuant to Rules 457(c) and 457(f)(1) promulgated under the Securities Act.

(8) Calculated by multiplying the proposed maximum aggregate offering price of the securities to be registered by 0.0001091.

(9) Based on the average of the high and low trading prices of the SPAC Class A Ordinary Shares on September 21, 2021, pursuant to Rules 457(c) and 457(f)(1) promulgated under the Securities Act.

(10) Based on the average of the high and low trading prices of the SPAC Warrants on September 21, 2021, pursuant to Rules 457(c) and 457(f)(1) promulgated under the Securities Act.

(11) Based on the exercise price of the Holdings Warrants, pursuant to Rule 457(g) promulgated under the Securities Act.

The information in this preliminary proxy statement/prospectus is not complete and is subject to completion or amendment. A registration statement relating to the securities described herein has been filed with the Securities and Exchange Commission. The securities described herein may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary proxy statement/prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction where an offer or sale is not permitted.

PRELIMINARY—SUBJECT TO COMPLETION—DATED SEPTEMBER 24, 2021

Prospectus of:
Pivotal Holdings Corp

Proxy Statement of:
Queen's Gambit Growth Capital

, 2021

On July 28, 2021, Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Swvl" or the "Company"), and Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("SPAC"), entered into that certain Business Combination Agreement (the "Business Combination Agreement") by and among the Company, SPAC, Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of the Company ("Holdings"), Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings ("Cayman Merger Sub"), and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of SPAC ("BVI Merger Sub").

Pursuant to the Business Combination Agreement, among other things, (a) SPAC will merge with and into Cayman Merger Sub (the "SPAC Merger"), with Cayman Merger Sub surviving the SPAC Merger (Cayman Merger Sub, in its capacity as the surviving company of the SPAC Merger, the "SPAC Surviving Company") and becoming the sole owner of all of the issued and outstanding shares, par value $1.00 per share, of BVI Merger Sub (each, a "BVI Merger Sub Common Share"), (b) concurrently with the consummation of the SPAC Merger, Holdings will redeem each Class A ordinary share, par value $0.0001, of Holdings (each, a "Holdings Common Share A") and each Class B ordinary share, par value $0.0001, of Holdings (each, a "Holdings Common Share B") issued and outstanding immediately prior to the SPAC Merger for par value (the "Holdings Redemption"), (c) following the date of the SPAC Merger, the SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings (the "BVI Merger Sub Distribution") and (d) following the BVI Merger Sub Distribution, BVI Merger Sub will merge with and into the Company (the "Company Merger", and together with the SPAC Merger, the "Mergers"), with the Company surviving the Company Merger as a wholly owned subsidiary of Holdings. As a result of the Mergers and the other transactions contemplated by the Business Combination Agreement, the SPAC Surviving Company and Swvl will each become wholly owned subsidiaries of Holdings and the securityholders of SPAC and Swvl will become securityholders of Holdings.

At the effective time of the SPAC Merger (the "SPAC Merger Effective Time"), among other things, (a) each Class A ordinary share, par value $0.0001 per share, of SPAC (each, a "SPAC Class A Ordinary Share") issued and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A and (b) each Class B ordinary share, par value $0.0001 per share, of SPAC, will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B, (c) each fraction of or whole warrant to purchase SPAC Class A Ordinary Shares (each, a "SPAC Warrant") issued, outstanding and unexercised immediately prior to the SPAC Merger Effective Time will be automatically assumed and converted into a fraction or whole warrant, as the case may be, to acquire (in the case of a whole warrant) one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former warrants of SPAC (each such resulting warrant, a "Holdings Warrant") and (d) without duplication of the foregoing, each unit of SPAC (each, a "SPAC Unit"), comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, existing and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into one unit of Holdings (a "Holdings Unit"), comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

At the effective time of the Company Merger (the "Company Merger Effective Time"), among other things, (a) all of Swvl's ordinary common shares A of no par value ("Swvl Common Shares A"), all of Swvl's ordinary common shares B of no par value ("Swvl Common Shares B") and all preferred shares of Swvl (collectively, "Swvl Shares") outstanding immediately prior to the Company Merger Effective Time (excluding any Swvl Shares held in treasury by the Company) will be automatically cancelled, extinguished and converted into the right to receive (i) a number of Holdings Common Shares A equal to the Exchange Ratio (as defined herein) and (ii) upon the satisfaction of certain conditions more fully described in this proxy statement/prospectus, the applicable per share earnout consideration (the "Per Share Earnout Consideration"), in each case without interest and (b) each then outstanding and unexercised option to purchase Company Common Shares B (each, a "Company Option"), whether or not vested, will be assumed and converted into (i) an option to purchase a number of Holdings Common Shares A (such option, an "Exchanged Option") equal to the product of (A) the number of Company Common Shares B subject to such Company Option (assuming payment in cash of the exercise price of such Company Option) immediately prior to the Company Merger Effective Time multiplied by (B) the Exchange Ratio (such product rounded down to the nearest whole share), at an exercise price per share (rounded up to the nearest whole cent) equal to (x) the exercise price per share of such Company Option immediately prior to the Company Merger Effective time, divided by (y) the Exchange Ratio (which option will remain subject to the same vesting terms as such Company Option) and (ii) a number of restricted stock units (the "Earnout RSUs") that will be settled in Holdings Common Shares A (the "Earnout RSU Shares") upon the satisfaction of certain price targets or the occurrence of a "change of control" event, as more fully described in this proxy statement/prospectus. Concurrently with the consummation of the Company Merger at the Company Merger Effective Time, the Swvl Convertible Notes (as defined herein) will also convert into the right to receive Holdings Common Shares A, as further described herein.

Concurrently with the execution of the Business Combination Agreement, SPAC, Holdings and, in some cases, Swvl entered into subscription agreements (the "PIPE Subscription Agreements") with a number of investors (collectively, the "PIPE Investors"), pursuant to which the PIPE Investors agreed to purchase, and Holdings agreed to sell to the PIPE Investors in a private placement at the Company Merger Effective Time, Holdings Common Shares A for a purchase price of $10.00 per share, representing an aggregate purchase price of $100 million (the "PIPE Subscription Amount"). On August 25, 2021, certain PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing exchangeable notes of Swvl (collectively, the "Swvl Exchangeable Notes"). At the Company Merger Effective Time, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of each applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes. As a result, the PIPE Investors will fund $64.5 million at the Company Merger Effective Time pursuant to the PIPE Subscription Agreements. The aggregate number of Holdings Common Shares A issuable in connection with the PIPE Subscription Agreements and the Swvl Exchangeable Notes is 10,626,471.

This proxy statement/prospectus covers the Holdings Common Shares A, Holdings Warrants and Holdings Units issuable to securityholders of SPAC and Swvl in the Business Combination. Accordingly, Holdings is registering up to an aggregate of 159,716,814 Holdings Common Shares A, including 17,433,333 Holdings Common Shares A issuable upon exercise of Holdings Warrants, 17,433,333 Holdings Warrants and 5,742,417 Holdings Units. For more information about the anticipated capitalization of Holdings upon the consummation of the Company Merger, see "Summary of the Proxy Statement/Prospectus—Ownership of Holdings After the Closing", beginning on page 1.

Proposals to approve the Business Combination Agreement and the other matters discussed in this proxy statement/prospectus will be presented at the extraordinary general meeting of SPAC shareholders scheduled to be held in person and virtually on , 2021.

Although Holdings is not currently a public reporting company, following the effectiveness of the registration statement of which this proxy statement/prospectus is a part and the consummation of the SPAC Merger, Holdings will become subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Holdings intends to apply for listing of the Holdings Common Shares A, Holdings Warrants and Holdings Units on the Nasdaq Global Market ("Nasdaq") under the SPAC's current trading symbols "GMBT", "GMBTW" and "GMBTU", respectively, to be effective at the SPAC Merger Effective Time. At the Company Merger Effective Time, Holdings will change its name to "Swvl Holdings Corp" and intends to change the trading symbols of the Holdings Common Shares A and the Holdings Warrants to "SWVL" and "SWVLW", respectively. The Holdings Units will separate into their component securities at the Company Merger Effective Time and will cease to exist. It is a condition to the consummation of the SPAC Merger and the Company Merger that the Holdings Common Shares A are approved for listing on Nasdaq (subject only to official notice of issuance thereof). While trading on Nasdaq is expected to begin on the first business day following the date of completion of the SPAC Merger, there can be no assurance that Holdings' securities will be listed on Nasdaq or that a viable and active trading market will develop. See "Risk Factors" beginning on page 22 for more information.

Holdings is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, and is therefore eligible to take advantage of certain reduced reporting requirements otherwise applicable to other public companies.

Holdings is also a "foreign private issuer" as defined in the Exchange Act and will be exempt from certain rules under the Exchange Act that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, Holdings' officers, directors and principal shareholders will be exempt from the reporting and "short-swing" profit recovery provisions under Section 16 of the Exchange Act. Moreover, Holdings will not be required to file periodic reports and financial statements with the U.S. Securities and Exchange Commission as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

This proxy statement/prospectus provides SPAC shareholders with detailed information about the Transactions (as defined herein) and other matters to be considered at the extraordinary general meeting of SPAC. We encourage you to read the entire accompanying proxy statement/prospectus, including the Annexes and other documents referred to therein, carefully and in their entirety. You should also carefully consider the risk factors described in "Risk Factors" beginning on page 22 of the accompanying proxy statement/prospectus.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued in connection with the Transactions, or determined if this proxy statement/prospectus is accurate or adequate. Any representation to the contrary is a criminal offense.

This proxy statement/prospectus is dated , 2021, and is first being mailed to SPAC shareholders on or about , 2021.

ABOUT THIS PROXY STATEMENT/PROSPECTUS INFORMATION

This proxy statement/prospectus, which forms part of a registration statement on Form F-4 filed with the U.S. Securities and Exchange Commission, or SEC, by Holdings, as it may be amended or supplemented from time to time (File No. 333-), serves as:

- a notice of meeting and proxy statement of SPAC under Section 14(a) of the Exchange Act for the SPAC extraordinary general meeting being held on , 2021, where SPAC shareholders will vote on, among other things, the proposed Business Combination and related transactions and each of the Proposals described herein; and
- a prospectus of Holdings under Section 5 of the Securities Act of 1933, as amended (the "Securities Act") with respect to the (i) Holdings Units that holders of SPAC Units will receive in the Business Combination, (ii) Holdings Common Shares A that SPAC shareholders and Swvl shareholders will receive in the Business Combination; (iii) Holdings Warrants that holders of SPAC Warrants will receive in the Business Combination, (iv) Holdings Common Shares A that may be issued upon exercise of the Holdings Warrants; (v) Holdings Common Shares A issuable pursuant to options that existing holders of Swvl Options will receive in the Business Combination; (vi) Holdings Common Shares A that holders of Swvl Convertible Notes (other than the Swvl Exchangeable Notes) will receive at the Company Merger Effective Time and (vii) Holdings Common Shares A issuable as Per Share Earnout Consideration or in settlement of Earnout RSUs upon the satisfaction of certain price targets or the occurrence of a "change of control" event, in each instance, if the Business Combination is consummated as described in the section entitled "*The Business Combination*" herein.

ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates important business and financial information about SPAC that is not included in or delivered with the document.

You may request copies of this proxy statement/prospectus, without charge, by written or oral request to SPAC's proxy solicitor at:

Morrow Sodali LLC
470 West Avenue
Stamford, Connecticut 06902
Telephone: (800) 662-5200
(bank and brokers call collect at (203) 658-9400)
Email: GMBT.info@investor.morrowsodali.com

To obtain timely delivery of requested materials, you must request the documents no later than five business days prior to the date of SPAC's extraordinary general meeting.

You may also obtain additional information about us from documents filed with the SEC by following the instructions in the section entitled "*Where You Can Find Additional Information*."

QUEEN'S GAMBIT GROWTH CAPITAL
55 Hudson Yards, 44th Floor
New York, NY 10001

Dear Shareholders of Queen's Gambit Growth Capital:

You are cordially invited to attend the extraordinary general meeting of Queen's Gambit Growth Capital, a Cayman Islands exempted company ("SPAC"), which will be held in person on , 2021, at , Eastern time, at the offices of Vinson & Elkins L.L.P., located at 1114 Avenue of the Americas, 32nd Floor, New York, NY 10036, or such other date, time and place to which such meeting may be adjourned. In the interest of public health, and due to the impact of the ongoing COVID-19 pandemic, we are also planning for the meeting to be held virtually pursuant to the procedures described in the accompanying proxy statement/prospectus, but the physical location of the meeting will remain at the location specified above for the purposes of Cayman Islands law and our Amended and Restated Memorandum and Articles of Association (the "SPAC Articles").

At the extraordinary general meeting, SPAC will ask its shareholders to consider and vote upon proposals as described below to, among other things, approve and adopt the Business Combination Agreement, dated as of July 28, 2021 (the "Business Combination Agreement"), by and among Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Swvl"), SPAC, Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of Swvl ("Holdings"), Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings ("Cayman Merger Sub") and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of SPAC ("BVI Merger Sub"), which provides for a business combination between SPAC and Swvl. Pursuant to the Business Combination Agreement, the business combination will involve two mergers: (a) subject to the approval thereof by special resolution of the shareholders of SPAC, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger Sub surviving the merger (the "SPAC Merger") (Cayman Merger Sub, in its capacity as the surviving company of the SPAC Merger, "SPAC Surviving Company" and the date and time at which the SPAC Merger becomes effective, the "SPAC Merger Effective Time") and becoming the sole owner of BVI Merger Sub, and (b) subject to the approval thereof by ordinary resolution of the SPAC shareholders, on the date on which the Company Merger Effective Time (defined below) occurs (the "Closing Date") (which shall be at least one business day after the date on which the SPAC Merger Effective Time occurs), BVI Merger Sub will merge with and into Swvl, with Swvl surviving the merger as a wholly owned subsidiary of Holdings (Swvl, in its capacity as the surviving company of the Company Merger, the "Swvl Surviving Company") (the "Company Merger" and, together with the SPAC Merger and all other transactions contemplated by the Business Combination Agreement, the "Business Combination"). A copy of the Business Combination Agreement is attached to the accompanying proxy statement/prospectus as *Annex A*.

At the SPAC Merger Effective Time, pursuant to the SPAC Merger, (a) each ordinary share of Cayman Merger Sub, par value $1.00 per share, issued and outstanding immediately prior to the SPAC Merger Effective Time will be automatically converted into one share of the SPAC Surviving Company, which will constitute the only outstanding shares of the SPAC Surviving Company; (b) each Class A ordinary share, par value $0.0001, of SPAC (each, a "SPAC Class A Ordinary Share") issued and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into the right to receive one Class A ordinary share, par value $0.0001 per share, of Holdings (each, a "Holdings Common Share A"); (c) each Class B ordinary share, par value $0.0001 per share of SPAC (each, a "SPAC Class B Ordinary Share"), will be automatically cancelled, extinguished and converted into the right to receive one Class B ordinary share, par value $0.0001 per share, of Holdings (each, a "Holdings Common Share B"); (d) each fraction of or whole warrant of SPAC (the "SPAC Warrants") issued, outstanding, and unexercised immediately prior to the SPAC Merger Effective Time will be automatically assumed and converted into a fraction or whole warrant, as the case may be, to acquire (in the case of whole warrant), one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrants (each

such resulting warrant, a "Holdings Warrant"); and (e) without duplication of the foregoing, each unit of SPAC (each, a "SPAC Unit"), comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, existing and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into one unit of Holdings, comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

At the effective time of the Company Merger (the "Company Merger Effective Time"), pursuant to the Company Merger, (a) each share of $1.00 par value of BVI Merger Sub issued and outstanding immediately prior to the Company Merger Effective Time will be automatically cancelled, extinguished and converted into one share of no par value in the Swvl Surviving Company, which shall constitute the only issued and outstanding shares of the Swvl Surviving Company, (b) all of Swvl's ordinary common shares A of no par value (the "Swvl Common Shares A"), all of Swvl's ordinary common shares B of no par value (the "Swvl Common Shares B" and, together with the Swvl Common Shares A, the "Swvl Common Shares"), and all of the preferred shares of Swvl (the "Swvl Preferred Shares" and, together with the Swvl Common Shares, the "Swvl Shares") that are held in the treasury of Swvl immediately prior to the Company Merger Effective Time will be automatically cancelled and extinguished, and no consideration will be delivered or deliverable in exchange therefor; (c) each Swvl Share issued and outstanding immediately prior to the Company Merger Effective Time will be automatically cancelled, extinguished and converted into the right to receive (i) a number of Holdings Common Shares A equal to the exchange ratio as defined in the section entitled "*The Business Combination*" of the accompanying proxy statement/prospectus (the "Exchange Ratio") and (ii) upon the satisfaction of certain price targets or the occurrence of a "change of control" as described in the section entitled "*The Business Combination*" of the accompanying proxy statement/prospectus, the applicable per share earnout consideration as described in the section entitled "*The Business Combination*" of the accompanying proxy statement/prospectus (with any fractional share to which any holder of Swvl Shares would otherwise be entitled rounded down to the nearest whole share), in each case without interest; (d) each then outstanding and unexercised option to purchase Swvl Common Shares B will be assumed and converted into (i) an option exercisable for Holdings Common Shares A based on the Exchange Ratio and (ii) a number of restricted stock units (the "Earnout RSUs") in respect of Holdings Common Shares A that will be issued in settlement of Earnout RSUs upon the satisfaction of certain price targets or the occurrence of a "change of control"; (e) the convertible notes of Swvl then outstanding (the "Swvl Convertible Notes"), other than any exchangeable notes of Swvl issued after the date of the Business Combination Agreement (the "Swvl Exchangeable Notes"), will convert into the right to receive Holdings Common Shares A as if such Swvl Convertible Notes had first converted into Swvl Common Shares A in accordance with their terms immediately prior to the Company Merger Effective Time and immediately thereafter each such Swvl Common Share A will be cancelled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio; and (f) each Swvl Exchangeable Note shall be exchanged for a number of Holdings Common Shares A at an exchange price of $8.50 per share. At the Company Merger Effective Time, all Holdings Units will be separated into their component securities. See the section entitled "*The Business Combination*" of the accompanying proxy statement/prospectus for further information on the consideration being paid to the shareholders of Swvl.

SPAC's shareholders will be asked to consider and vote upon (a) a proposal to approve by special resolution the SPAC Merger and a plan of merger in compliance with the Cayman Companies Act and substantially in form and substance of Exhibit E of the Business Combination Agreement, a copy of which is attached to the accompanying proxy statement/prospectus as *Annex B*, and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring in connection with the SPAC Merger prior to the Closing Date, including the adoption of the Amended and Restated Memorandum and Articles of Association of Holdings, a copy of which is attached to the accompanying proxy statement/prospectus as *Annex C*, and the appointments in respect of the board of directors of Holdings following the SPAC Merger Effective Time (the "SPAC Merger Proposal"), (b) a proposal to approve by ordinary resolution the Company Merger and to confirm, ratify and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date, including the appointment of the board of directors of Holdings following the Company Merger Effective Time and the adoption of the Second Amended and Restated Memorandum and Articles of Association of Holdings (to include the change of name of Holdings) (the "Holdings Public Company Articles"), a copy of which is attached to the

accompanying proxy statement/prospectus as *Annex D* (the "Company Merger Proposal"), (c) a proposal to approve, on a non-binding advisory basis, by ordinary resolution, the governance provisions contained in the Holdings Public Company Articles that materially affect SPAC shareholders' rights (the "Advisory Organizational Documents Proposal"); and (d) a proposal, if put, to approve by ordinary resolution the adjournment of the extraordinary general meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal (the "Adjournment Proposal" or "Proposal No. 4" and, together with the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal, the "Proposals").

We cannot consummate the Business Combination unless the SPAC Merger Proposal and the Company Merger Proposal (collectively, the "Business Combination Proposals") are approved at the extraordinary general meeting. Each of the Business Combination Proposals is cross-conditioned on the approval of the other Business Combination Proposal. The Advisory Organizational Documents Proposal and the Adjournment Proposal are not conditioned on the approval of any other Proposal set forth in the accompanying proxy statement/prospectus. The approval of the Company Merger, the Advisory Organizational Documents Proposal and the Adjournment Proposal are being proposed as an ordinary resolution, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the extraordinary general meeting, voting as a single class. Approval of the SPAC Merger Proposal requires a special resolution under Cayman Islands law, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of at least two-thirds of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the extraordinary general meeting, voting as a single class. Accordingly, a shareholder's failure to vote in person or by proxy (including by way of the online meeting option) at the extraordinary general meeting will have no effect on the outcome of the vote on any of the Proposals. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the extraordinary general meeting.

In connection with the Business Combination, certain related agreements have been, or will be, entered into on or prior to the consummation of the Business Combination, including (a) the Swvl transaction support agreements, dated as of July 28, 2021 (the "Swvl Transaction Support Agreements"), pursuant to which certain shareholders of Swvl have agreed to execute and deliver written consents in favor of the approval and adoption of the Business Combination Agreement, the Company Merger and all other transactions contemplated by the Business Combination Agreement within three business days of this registration statement becoming effective, and the holders of the Swvl Convertible Notes (other than the Swvl Exchangeable Notes) have agreed to the conversion of such Swvl Convertible Notes in accordance with the terms and conditions of the Swvl Transaction Support Agreements and the Business Combination Agreement; (b) the SPAC Shareholder Support Agreements, dated as of July 28, 2021, pursuant to which certain shareholders of SPAC holding an aggregate of 8.9% of the shares of SPAC as of the date of such agreement have agreed to vote such shares in favor of the Proposals and have committed to not redeem such shares, (c) a shareholder agreement, dated July 28, 2021, pursuant to which certain persons who will become shareholders of Holdings following the consummation of the Business Combination have agreed to act to establish certain board appointment and corporate governance rights, and to enter into voting commitments, with respect to Holdings, on the terms and subject to the conditions thereof; (d) the Registration Rights Agreement, dated as of July 28, 2021 (the "Registration Rights Agreement") by and among Swvl, SPAC, Holdings, Queen's Gambit Holdings LLC (the "Sponsor") and certain security holders of Swvl (collectively, the "Reg Rights Holders"), pursuant to which Holdings is required to (i) within 20 business days after the consummation of the Company Merger, file with the Securities and Exchange Commission a registration statement (the "Resale Registration Statement") registering the resale of certain securities of Holdings held by the Reg Rights Holders and (ii) use its reasonable best efforts to cause the Resale Registration Statement to become effective as soon as reasonably practicable after the filing thereof; (e) a letter agreement, dated as of July 28, 2021, by and among SPAC, Swvl and the Sponsor, providing that, among other things, the Sponsor will (i) waive its anti-dilution rights set forth in the organizational documents of SPAC and (following the SPAC Merger) Holdings, as applicable, (ii) vote all shares of SPAC held by it in favor of the Proposals, and

(iii) not redeem any shares of SPAC held by the Sponsor (or any shares of Holdings received in connection with the SPAC Merger); (f) the Subscription Agreements, dated as of July 28, 2021, pursuant to which certain investors will purchase 6,450,000 newly issued Holdings Common Shares A, for a purchase price of $10.00 per share (the "PIPE Financing"); and (g) $35,500,000 of Swvl Exchangeable Notes, which will exchange into the right to receive Holdings Common Shares A at an exchange price of $8.50 per share at the Company Merger Effective Time.

Pursuant to the SPAC Articles, a holder of SPAC Class A Ordinary Shares issued as part of the SPAC Units in the initial public offering (the "SPAC Public Shares" and, holders of such public shares, the "SPAC Public Shareholders") may request that SPAC redeem all or a portion of such SPAC Public Shares for cash if the Business Combination is consummated. Holders of SPAC Units must elect to separate the SPAC Units into the underlying SPAC Class A Ordinary Shares and SPAC Warrants prior to exercising redemption rights with respect to the SPAC Public Shares. If SPAC Public Shareholders hold their SPAC Units in an account at a brokerage firm or bank, such SPAC Public Shareholders must notify their broker or bank that they elect to separate the SPAC Units into the underlying SPAC Class A Ordinary Shares and SPAC Warrants, or if a holder holds SPAC Units registered in its own name, the holder must contact Continental Stock Transfer & Trust Company, SPAC's transfer agent, directly and instruct it to do so. The redemption rights include the requirement that a holder must identify itself to SPAC in order to exercise its redemption rights. **SPAC Public Shareholders may elect to exercise their redemption rights with respect to their SPAC Public Shares even if they vote "FOR" the Business Combination Proposals**. If the Business Combination is not consummated, the SPAC Public Shares will be returned to the respective holder, broker or bank. If the Business Combination is consummated, and if a SPAC Public Shareholder properly exercises its redemption right with respect to all or a portion of the SPAC Public Shares that it holds and timely delivers its shares to Continental Stock Transfer & Trust Company, Holdings will redeem the related Holdings Common Shares A for a per share price, payable in cash, equal to the pro-rata portion of the trust account established at the consummation of SPAC's initial public offering, calculated as of two business days prior to the consummation of the Company Merger. For illustrative purposes, as of , 2021, this would have amounted to approximately $10.00 per issued and outstanding SPAC Public Share. If a SPAC Public Shareholder exercises its redemption rights in full, then it will not own SPAC Public Shares or Holdings Common Shares A following the redemption. The redemption will take place following the SPAC Merger and, accordingly, it is Holdings Common Shares A that will be redeemed immediately after consummation of the Company Merger. See the subsection entitled "Extraordinary General Meeting — Redemption Rights" in the accompanying proxy statement/prospectus for a detailed description of the procedures to be followed if you wish to exercise your rights with respect to your SPAC Public Shares.

Notwithstanding the foregoing, a SPAC Public Shareholder, together with any affiliate of such SPAC Public Shareholder or any other person with whom such SPAC Public Shareholder is acting in concert or as a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), will be restricted from redeeming its SPAC Public Shares with respect to more than an aggregate of 20% of the SPAC Public Shares. Accordingly, if a SPAC Public Shareholder, alone or acting in concert or as a group, seeks to redeem more than 20% of the SPAC Public Shares, then any such shares in excess of that 20% limit would not be redeemed for cash.

The Sponsor, SPAC's officers and directors and the Key SPAC Shareholders have agreed to (a) vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares held by them in favor of the Business Combination and (b) waive their redemption rights with respect to any SPAC Public Shares they own in connection with the consummation of the Business Combination. The SPAC's officers and directors do not presently hold any SPAC Public Shares. Any outstanding SPAC Class B Ordinary Shares will be excluded from the pro rata calculation used to determine the per share redemption price applicable to SPAC Public Shares that are redeemed. As of the date of the accompanying proxy statement/prospectus, the Sponsor owns approximately 20.0% of the issued and outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares in the aggregate.

The Business Combination Agreement is subject to the satisfaction or waiver of certain other closing conditions as described in the accompanying proxy statement/prospectus. There can be no assurance that the

parties to the Business Combination Agreement would waive any such provision of the Business Combination Agreement if the closing conditions are not met. In addition, as provided in the SPAC Articles and required as a closing condition to each party's obligation to consummate the Business Combination under the terms of the Business Combination Agreement, in no event will SPAC redeem SPAC Public Shares in an amount that would cause Holdings' net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) to be less than $5,000,001 after giving effect to the transactions contemplated by the Business Combination Agreement and the PIPE Financing unless the Holdings Common Shares A otherwise do not constitute "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act.

SPAC is providing the accompanying proxy statement/prospectus and accompanying proxy card to its shareholders in connection with the solicitation of proxies to be voted at the extraordinary general meeting and at any adjournments of the extraordinary general meeting. Information about the extraordinary general meeting, the Business Combination and other related business to be considered by SPAC's shareholders at the extraordinary general meeting is included in the accompanying proxy statement/prospectus. **Whether or not you plan to attend the extraordinary general meeting, all of SPAC's shareholders are urged to read the accompanying proxy statement/prospectus, including the annexes and other documents referred to therein, carefully and in their entirety. In particular, you should carefully consider the matters discussed under "Risk Factors" beginning on page 22 of the accompanying proxy statement/prospectus.**

After careful consideration, the boards of directors of SPAC and Swvl have each unanimously approved the Business Combination Agreement and related transactions and the board of directors of SPAC has approved the other proposals described in this proxy statement/prospectus and determined that it is advisable to consummate the Business Combination. The board of directors of SPAC recommends that its shareholders vote "FOR" the approval of the SPAC Merger Proposal, "FOR" the Company Merger Proposal and "FOR" the other proposals described in the accompanying proxy statement/prospectus.

***Your vote is very important,* regardless of the number of SPAC Class A Ordinary Shares you own. To ensure your representation at the extraordinary general meeting, please complete, sign, date and return the enclosed proxy card in the postage-paid envelope provided. If you hold your shares in "street name," which means your shares are held of record by a broker, bank or other nominee, you should follow the instructions provided by your broker, bank or nominee to ensure that votes related to the shares you beneficially own are properly counted. Please submit your proxy promptly, whether or not you expect to attend the extraordinary general meeting.**

If you sign, date and return your proxy card without indicating how you wish to vote, your proxy will be voted FOR each of the proposals presented at the extraordinary general meeting. If you fail to return your proxy card or fail to instruct your bank, broker or other nominee how to vote, and do not attend the extraordinary general meeting virtually or in person, the effect will be, among other things, that your shares will not be counted for purposes of determining whether a quorum is present at the extraordinary general meeting and will not be voted. An abstention or broker non-vote will be counted towards the quorum requirement but will not count as a vote cast at the extraordinary general meeting. You can also attend the extraordinary general meeting virtually and vote online even if you have previously voted by submitting a proxy pursuant to any of the methods noted above. If you are a shareholder of record and you attend the extraordinary general meeting and wish to vote in person or online, you may withdraw your proxy and vote in person or online.

More information about SPAC, Swvl and the proposed transactions is included in the accompanying proxy statement/prospectus. SPAC urges you to read the accompanying proxy statement/prospectus, including the financial statements and annexes and other documents referred to herein, carefully and in their entirety.

TO EXERCISE YOUR REDEMPTION RIGHTS, YOU MUST DEMAND IN WRITING THAT YOUR SPAC PUBLIC SHARES ARE REDEEMED FOR A PRO RATA PORTION OF THE FUNDS HELD IN THE TRUST ACCOUNT AND TENDER YOUR SHARES TO SPAC'S TRANSFER AGENT AT LEAST TWO BUSINESS DAYS PRIOR TO THE VOTE AT THE EXTRAORDINARY GENERAL MEETING. IN

ORDER TO EXERCISE YOUR REDEMPTION RIGHT, YOU NEED TO IDENTIFY YOURSELF AS A BENEFICIAL HOLDER. YOU MAY TENDER YOUR SHARES BY EITHER DELIVERING YOUR SHARE CERTIFICATE TO THE TRANSFER AGENT OR BY DELIVERING YOUR SHARES ELECTRONICALLY USING THE DEPOSITORY TRUST COMPANY'S DWAC (DEPOSIT WITHDRAWAL AT CUSTODIAN) SYSTEM. IF THE BUSINESS COMBINATION IS NOT COMPLETED, THEN THESE SHARES WILL BE RETURNED TO YOU OR YOUR ACCOUNT. IF YOU HOLD THE SHARES IN STREET NAME, YOU WILL NEED TO INSTRUCT THE ACCOUNT EXECUTIVE AT YOUR BANK OR BROKER TO WITHDRAW THE SHARES FROM YOUR ACCOUNT IN ORDER TO EXERCISE YOUR REDEMPTION RIGHTS.

On behalf of our board of directors, I thank you for your support and look forward to the successful completion of the Business Combination.

Sincerely,

Victoria Grace
Chief Executive Officer

QUEEN'S GAMBIT GROWTH CAPITAL
55 Hudson Yards, 44th Floor
New York, NY 10001

NOTICE OF EXTRAORDINARY GENERAL MEETING OF QUEEN'S GAMBIT GROWTH CAPITAL

To Be Held On , 2021

To the Shareholders of Queen's Gambit Growth Capital:

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the "SPAC Shareholders' Meeting") of Queen's Gambit Growth Capital, a Cayman Islands exempted company ("SPAC," "we," "our," "us" or the "Company"), will be held in person on , 2021, at , Eastern time, at the offices of Vinson & Elkins L.L.P., located at 1114 Avenue of the Americas, 32nd Floor, New York, NY 10036, or such other date, time and place to which such meeting may be adjourned. In the interest of public health, and due to the impact of the ongoing COVID-19 pandemic, we are also planning for the meeting to be held virtually pursuant to the procedures described in the accompanying proxy statement/prospectus, but the physical location of the meeting will remain at the location specified above for the purposes of Cayman Islands law and our Amended and Restated Memorandum and Articles of Association (the "SPAC Articles"). At the SPAC Shareholders' Meeting, SPAC shareholders will be asked to consider and vote upon the following proposals:

- *Proposal No. 1 — SPAC Merger Proposal* — a proposal to approve by special resolution the merger of SPAC with and into Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings ("Cayman Merger Sub"), with Cayman Merger Sub surviving the merger (the "SPAC Merger") and the plan of merger in compliance with the Cayman Companies Act and substantially in the form and substance of Exhibit E of the Business Combination Agreement (the "Cayman Plan of Merger") and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement, dated as of July 28, 2021 (the "Business Combination Agreement"), by and among SPAC, Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Swvl"), Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("Holdings"), Cayman Merger Sub, and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("BVI Merger Sub") occurring in connection with the SPAC Merger prior to the date on which the Company Merger Effective Time (as defined below) occurs (the "Closing Date"), including the adoption of the Amended and Restated Memorandum and Articles of Holdings, a copy of which is attached to the accompanying proxy statement/prospectus as *Annex C* (the "Holdings A&R Articles") and the appointments in respect of the Holdings Board following the date and at the time at which the SPAC Merger becomes effective (the "SPAC Merger Effective Time") at which time the shareholders of SPAC will be shareholders of Holdings if the Business Combination Proposals are approved (the "SPAC Merger Proposal" or "Proposal No. 1"). A copy of each of the Business Combination Agreement and the Cayman Plan of Merger are attached to the accompanying proxy statement/prospectus as *Annex A* and *Annex B*.
- *Proposal No. 2 — The Company Merger Proposal* — a proposal to approve by ordinary resolution the merger of BVI Merger Sub with and into Swvl, with Swvl surviving the merger as a wholly owned subsidiary of Holdings, on the Closing Date (which shall be at least one business day after the SPAC Merger Effective Date) at which time the shareholders of SPAC will be shareholders of Holdings if the Business Combination Proposals are approved (the "Company Merger" and, together with the SPAC Merger and all other transactions contemplated by the Business Combination Agreement, the "Business Combination") and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date, including the appointment of the board of directors of Holdings (the "Holdings Board") following the Company Merger Effective Time and the adoption of the Second Amended and Restated Memorandum and Articles of Association of Holdings (to include the change of name of Holdings), a copy of which is

attached to the accompanying proxy statement/prospectus as *Annex D* (the "Holdings Public Company Articles") (the "Company Merger Proposal" or "Proposal No. 2" and, together with the SPAC Merger Proposal, the "Business Combination Proposals").

- *Proposal No. 3 — The Advisory Organizational Documents Proposal* — a proposal to approve, on a non-binding advisory basis, by ordinary resolution, the governance provisions contained in the Holdings Public Company Articles that materially affect SPAC shareholders' rights (the "Advisory Organizational Documents Proposal" or "Proposal No. 3").
- *Proposal No. 4 — The Adjournment Proposal* — a proposal, if put, to approve by ordinary resolution the adjournment of the SPAC Shareholders' Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of, the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal (the "Adjournment Proposal" or "Proposal No. 4" and, together with the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal, the "Proposals").

Each of the Business Combination Proposals is cross-conditioned on the approval and adoption of the other Business Combination Proposal. The Advisory Organizational Documents Proposal and the Adjournment Proposal are not conditioned on the approval of any other Proposal set forth in the accompanying proxy statement/prospectus. In the event the Adjournment Proposal is put forth at the SPAC Shareholders' Meeting, it will be the first and only Proposal voted upon and none of the SPAC Merger Proposal, the Company Merger Proposal, nor the Advisory Organizational Documents Proposal will be submitted to the SPAC shareholders for a vote.

Only holders of record of SPAC's Class A ordinary shares, par value $0.0001 per share (the "SPAC Class A Ordinary Shares"), and Class B ordinary shares, par value $0.0001 per share (the "SPAC Class B Ordinary Shares") at the close of business on , 2021 are entitled to notice of the SPAC Shareholders' Meeting and to vote at the SPAC Shareholders' Meeting and any adjournments thereof.

SPAC is providing the accompanying proxy statement/prospectus and accompanying proxy card to its shareholders in connection with the solicitation of proxies to be voted at the SPAC Shareholders' Meeting and at any adjournments of the SPAC Shareholders' Meeting. Information about the SPAC Shareholders' Meeting, the Business Combination and other related business to be considered by SPAC's shareholders at the SPAC Shareholders' Meeting is included in the accompanying proxy statement/prospectus. Whether or not you plan to attend the SPAC Shareholders' Meeting, all of SPAC's shareholders are urged to read the accompanying proxy statement/prospectus, including the annexes and other documents referred to therein, carefully and in their entirety. In particular, you should carefully consider the matters discussed under "Risk Factors" beginning on page 22 of the accompanying proxy statement/prospectus.

After careful consideration, the board of directors of SPAC has unanimously approved the Business Combination Agreement and related transactions and the other Proposals described in this proxy statement/prospectus, and has determined that it is advisable to consummate the Business Combination. The board of directors of SPAC recommends that its shareholders vote "FOR" the approval of the SPAC Merger Proposal, "FOR" the Company Merger Proposal and "FOR" the other proposals described in the accompanying proxy statement/prospectus.

Pursuant to the SPAC Articles, a holder of SPAC Class A Ordinary Shares issued as part of the units sold in SPAC's initial public offering (the "SPAC Public Shares" and, holders of such SPAC Public Shares the "SPAC Public Shareholders") may request that SPAC redeem all or a portion of its SPAC Public Shares for cash if the Business Combination is consummated. As a holder of SPAC Public Shares, you will be entitled to exercise your redemption rights if you:

(a) hold SPAC Public Shares, or if you hold SPAC Public Shares through SPAC units sold in SPAC's initial public offering (the "SPAC Units"), you elect to separate your SPAC Units into the underlying SPAC Public Shares and warrants prior to exercising your redemption rights;

(b) submit a written request to Continental Stock Transfer & Trust Company, SPAC's transfer agent, in which you (i) request the exercise of your redemption rights with respect to all or a portion of your SPAC Public Shares for cash, and (ii) identify yourself as the beneficial holder of the SPAC Public Shares and provide your legal name, phone number and address; and

(c) deliver your SPAC Public Shares to Continental Stock Transfer & Trust Company, SPAC's transfer agent, physically or electronically through The Depository Trust Company.

Holders must complete the procedures for electing to redeem their SPAC Public Shares in the manner described above prior to 5:00 p.m., Eastern time, on , 2021 (two business days before the SPAC Shareholders' Meeting) in order for their shares to be redeemed.

Holders of SPAC Units must elect to separate the SPAC Units into the underlying SPAC Class A Ordinary Shares and warrants prior to exercising their redemption rights with respect to the SPAC Public Shares. If SPAC Public Shareholders hold their SPAC Units in an account at a brokerage firm or bank, such SPAC Public Shareholders must notify their broker or bank that they elect to separate the SPAC Units into the underlying SPAC Public Shares and warrants, or if a holder holds SPAC Units registered in its own name, the holder must contact Continental Stock Transfer & Trust Company, SPAC's transfer agent, directly and instruct it to do so. The redemption rights include the requirement that a holder must identify itself to SPAC in order to validly exercise its redemption rights. **SPAC Public Shareholders may elect to exercise their redemption rights with respect to their SPAC Public Shares even if they vote "FOR" the Business Combination Proposal**s. If the Business Combination is not consummated, the SPAC Public Shares will be returned to the respective holder, broker or bank. If the Business Combination is consummated, and if a SPAC Public Shareholder properly exercises its redemption right with respect to all or a portion of the SPAC Public Shares that it holds and timely delivers its shares to Continental Stock Transfer & Trust Company, Holdings will redeem the related Class A ordinary shares, par value $0.0001 per share of Holdings ("Holdings Common Shares A") for a per share price, payable in cash, equal to the pro rata portion of the trust account established at the consummation of SPAC's initial public offering, calculated as of two business days prior to the consummation of the Business Combination. For illustrative purposes, as of , 2021, this would have amounted to approximately $10.00 per issued and outstanding SPAC Public Share. If a SPAC Public Shareholder exercises its redemption rights in full, then it will not own SPAC Public Shares or Holdings Common Shares A following the redemption. The redemption will take place following the SPAC Merger and, accordingly, it is Holdings Common Shares A that will be redeemed immediately after consummation of the Business Combination. See the subsection entitled "Extraordinary General Meeting — Redemption Rights" in the accompanying proxy statement/prospectus for a detailed description of the procedures to be followed if you wish to exercise your redemption rights with respect to your SPAC Public Shares.

The approval of the Company Merger, the Advisory Organizational Documents Proposal and the Adjournment Proposal are being proposed as an ordinary resolution, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the SPAC Shareholders' Meeting, voting as a single class. Approval of the SPAC Merger Proposal requires a special resolution under Cayman Islands law, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of at least two-thirds of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the SPAC Shareholders' Meeting, voting as a single class. Accordingly, a shareholder's failure to vote in person or by proxy (including by way of the online meting option) at the SPAC Shareholders' Meeting will have no effect on the outcome of the vote on any of the Proposals. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the SPAC Shareholders' Meeting.

YOUR VOTE IS VERY IMPORTANT, REGARDLESS OF THE NUMBER OF ORDINARY SHARES OF SPAC YOU OWN. To ensure your representation at the SPAC Shareholders' Meeting, please complete and return the enclosed proxy card or submit your proxy by following the instructions maintained in the accompanying proxy statement/prospectus and on your proxy card. Please submit your proxy promptly, whether

or not you expect to attend the meeting. If you hold your shares in "street name," you should instruct your broker, bank or other nominee how to vote in accordance with the voting instruction form you received from your broker, bank or other nominee.

The board of directors of SPAC has unanimously approved the Business Combination Agreement and the transactions contemplated thereby and recommends that you vote "FOR" the SPAC Merger Proposal, "FOR" the Company Merger Proposal, "FOR" the Advisory Organizational Documents Proposal, and (if put) "FOR" the Adjournment Proposal.

Your attention is directed to the proxy statement/prospectus accompanying this notice (including the annexes thereto) for a more complete description of the proposed Business Combination and related transactions and each of our Proposals. We encourage you to read the accompanying proxy statement/prospectus carefully. If you have any questions or need assistance voting your shares, please call our proxy solicitor, Morrow Sodali, at (880) 662-5200 (banks and brokers call collect at (203) 658-9400).

, 2021

By Order of the Board of Directors

Victoria Grace
Chief Executive Officer

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TRADEMARKS, SERVICE MARKS AND TRADE NAMES

This proxy statement/prospectus includes certain trademarks, service marks and trade names, such as "Swvl", which are registered under applicable intellectual property laws and are Swvl's property or for which Swvl has pending applications or common law rights. Solely for convenience, trademarks, service marks and trade names referred to in this proxy statement/prospectus are listed without any ®, ™ or other symbols, but Swvl intends to assert, to the fullest extent under applicable law, its right or the rights of the applicable licensors to these trademarks, service marks and trade names. This proxy statement/prospectus contains additional trademarks, service marks and trade names of others, which are, to our knowledge, the property of their respective owners. The use or display of other companies' trademarks, service marks or trade names should not be interpreted to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

CURRENCY AND EXCHANGE RATES

In this proxy statement/prospectus, unless otherwise specified, all monetary amounts are in U.S. dollars and all references to "$" mean U.S. dollars. Certain monetary amounts described herein have been expressed in U.S. dollars for convenience only and, when expressed in U.S. dollars in the future, such amounts may be different from those set forth herein due to intervening exchange rate fluctuations.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, information contained in this proxy statement/prospectus concerning Swvl's industry, including Swvl's general expectations and market position, market opportunity and market share, is based on information obtained from various independent publicly available sources and reports, as well as management estimates. Swvl has not independently verified the accuracy or completeness of any third-party information. While Swvl believes that the market data, industry forecasts and similar information included in this proxy statement/prospectus are generally reliable, such information is inherently imprecise. Forecasts and other forward-looking information obtained from third parties are subject to the same qualifications and uncertainties as the other forward-looking statements in this proxy statement/prospectus. In addition, assumptions and estimates of Swvl's future performance and growth objectives and the future performance of its industry and the markets in which it operates are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those discussed under the headings "*Risk Factors*", "*Cautionary Note Regarding Forward-Looking Statements*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl*" in this proxy statement/prospectus.

PRESENTATION OF FINANCIAL INFORMATION

SPAC

The historical financial statements of SPAC were prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") and are denominated in U.S. dollars.

Swvl

Swvl's audited consolidated financial statements as of and for the years ended December 31, 2019 and 2020 included in this proxy statement/prospectus have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and are reported in U.S. dollars.

Holdings

Holdings was incorporated on July 23, 2021 for the purpose of effectuating the transactions described herein. Holdings has no material assets and does not operate any businesses. Accordingly, no financial statements of Holdings have been included in this proxy statement/prospectus.

The Business Combination is made up of the series of transactions described in the Business Combination Agreement and as further described elsewhere within this proxy statement/prospectus. For accounting and financial reporting purposes, the Company Merger will be accounted for as a recapitalization under IFRS, while the other transactions comprising the Business Combination will be accounted for based on IFRS 2, Share-based Payment.

Immediately following the Business Combination, Holdings will qualify as a foreign private issuer, as defined in Rule 3b-4 under the Exchange Act, and will prepare its financial statements in accordance with IFRS as issued by IASB and denominated in U.S. dollars. Accordingly, the unaudited pro forma condensed combined financial information included in this proxy statement/prospectus is prepared in accordance with IFRS.

NON-IFRS FINANCIAL MEASURES

Swvl reports certain financial information using non-IFRS financial measures, including Gross Revenue, Gross Margin and Adjusted EBITDA. Swvl believes that these measures provide information that is useful to investors in understanding the performance of Swvl and facilitate a comparison of Swvl's quarterly and full year results from period to period. These non-IFRS financial measures do not have any standardized meaning under IFRS and may not be comparable with similar measures used by other companies. For certain non-IFRS financial measures, there are no directly comparable amounts under IFRS. The presentation of the non-IFRS financial measures included herein is not meant to be considered in isolation or as a substitute for Swvl's audited consolidated financial results prepared in accordance with IFRS. For more information on the non-IFRS financial measures used in this proxy statement/prospectus, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl—Key Business and Non-IFRS Financial Measures*".

CERTAIN DEFINED TERMS

Unless the context otherwise requires, references in this proxy statement/prospectus to:

- "2019 Plan" are to Swvl, Inc.'s 2019 Share Option Plan, as such may be amended from time to time;
- "2020 Tax Year" are to the tax year ended on December 31, 2020;
- "Affiliated Units" are to the SPAC Units purchased at IPO by affiliates of Agility Public Warehousing Company K.S.C.P., related parties, and Luxor Capital Group, LP;
- "Affiliated Joint Acquisition" are to an acquisition opportunity SPAC pursues jointly with the Sponsor, or one or more of its affiliates, including Agility, Colle Capital and/or one or more of its portfolio companies;
- "Aggregate Exercise Price" are to the sum of the aggregate exercise prices of all In-the-Money Swvl Options;
- "Agility" are to Agility Public Warehousing Company K.S.C.P., an integrated logistics provider and owner and developer of industrial real estate in the Middle East and North Africa;
- "Alternative Transaction" are to a Swvl Alternative Transaction or a SPAC Alternative Transaction;
- "Ancillary Agreements" are to the Subscription Agreements, the Registration Rights Agreement, the SPAC Shareholder Support Agreement, the Sponsor Agreement, the Swvl Transaction Support Agreement, the Lock-Up Agreement, the Holdings Shareholders Agreement and all other agreements, certificates and instruments executed and delivered by SPAC, Cayman Merger Sub, BVI Merger Sub, Swvl or Holdings in connection with the Transactions and specifically contemplated by the Business Combination Agreement;

- "ASC 815" are to FASB ASC Topic 815, "Derivatives and Hedging";
- "ASC 815-40" are to the ASC entitled "Derivatives and Hedging: Contracts in an Entities Own Equity;"
- "ASC" are to Accounting Standards Codification;
- "ASU 2020-06" are to FASB ASU No. 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity;
- "B2B" means "business to business";
- "B2C" means "business to consumer";
- "Business Combination Agreement" are to that certain Business Combination Agreement, dated as of July 28, 2021, by and among Swvl, SPAC, Holdings, Cayman Merger Sub and BVI Merger Sub;
- "Business Combination Proposals" are to the SPAC Merger Proposal and the Company Merger Proposal;
- "Business Combination" are to the SPAC Merger, the Company Merger, and all other transactions contemplated by the Business Combination Agreement. For accounting and financial reporting purposes, the Company Merger will be accounted for as a recapitalization under IFRS, while the other transactions comprising the Business Combination will be accounted for based on IFRS 2, Share-based Payment;
- "BVI" are to the British Virgin Islands;
- "BVI Articles of Merger" are to articles of merger in compliance with applicable Law and substantially in the form and substance of Exhibit F of the Business Combination Agreement;
- "BVI Companies Act" are to the BVI Business Companies Act (as amended);
- "BVI Merger Sub Articles" are to the memorandum and articles of association of BVI Merger Sub, as amended, modified or supplemented from time to time;
- "BVI Merger Sub Common Shares" are to shares of $1.00 par value of BVI Merger Sub;
- "BVI Merger Sub Distribution" are to the distribution by SPAC Surviving Company, following the SPAC Merger Date, on or prior to the Closing Date and prior to the Company Merger, and subject to the Cayman Companies Act and the BVI Companies Act, of all of the issued and outstanding BVI Merger Sub Common Shares to Holdings;
- "BVI Merger Sub" are to Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and, prior to the BVI Merger Sub Distribution, a wholly owned subsidiary of SPAC;
- "BVI Plan of Merger" are to a plan of merger in compliance with applicable Law and substantially in the form and substance of Exhibit F of the Business Combination Agreement;
- "captains" are to drivers using Swvl's platform;
- "Cayman Companies Act" are to the Cayman Islands Companies Act (As Revised);
- "Cayman Merger Sub Common Shares" are to the ordinary shares of Cayman Merger Sub, par value $1.00 per share;
- "Cayman Merger Sub" are to Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings and is sometimes referred to herein as, and from and after the SPAC Merger, means the SPAC Surviving Company;
- "Cayman Plan of Merger" are to a plan of merger in compliance with the Cayman Companies Act and substantially in the form and substance of Exhibit E of the Business Combination Agreement;

- "Change in Recommendation" are to (i) withdrawal, modification, amendment or qualification (or proposal to withdraw, modify, amend or qualify publicly) of the SPAC Recommendation, or failure to include the SPAC Recommendation in this proxy statement/prospectus or (ii) approval, recommendation or declaration of advisability (or public proposal to do so) of any SPAC Alternative Transaction;
- "Change of Control" are to any transaction or series of transactions occurring after the Closing (i) following which a person or "group" (within the meaning of Section 13(d) of the Exchange Act) of persons, acquires direct or indirect beneficial ownership of securities (or rights convertible or exchangeable into securities) representing more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of Holdings; (ii) constituting a merger, consolidation, reorganization or other business combination, however effected, following which either (a) the members of the board of directors of Holdings immediately prior to such merger, consolidation, reorganization or other business combination do not constitute at least a majority of the board of directors of the company surviving the combination or, if the surviving company is a Subsidiary, the ultimate parent thereof or (b) the voting securities of Holdings immediately prior to such merger, consolidation, reorganization or other business combination do not continue to represent or are not converted into fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the person resulting from such combination or, if the surviving company is a Subsidiary, the ultimate parent thereof; or (iii) the result of which is a sale of all or substantially all of the assets of Holdings and its Subsidiaries, taken as a whole, to any person;
- "Closing Date" are to the date on which the Company Merger Effective Time occurs;
- "Closing" are to the consummation of the Company Merger;
- "Code" are to the U.S. Internal Revenue Code of 1986;
- "Combination Period" are to the 24 month-period from the closing of the Initial Public Offering in which SPAC must complete its Initial Business Combination or otherwise dissolve and liquidate the Trust Account;
- "Company Merger Effective Time" are to the date and time at which the Company Merger becomes effective;
- "Company Merger" are to the merger of BVI Merger Sub with and into Swvl, with Swvl surviving the merger as a wholly owned subsidiary of Holdings;
- "Company Merger Consideration" are to the Swvl Closing Consideration, the Exchanged Options, the Convertible Note Conversion Shares and the Earnout Shares, collectively.
- "Convertible Note Conversion Shares" are to the Holdings Common Shares A issuable upon conversion of the Swvl Convertible Notes.
- "Contract" are to any note, bond, mortgage, indenture, contract, agreement, arrangement, lease, license, permit, franchise or other instrument, obligation, or understanding, whether written or oral;
- "DTC" are to The Depository Trust Company;
- "Earnout Period" are to the time period beginning on the Closing Date and ending on the five-year anniversary of the Closing Date;
- "Earnout RSU Shares" are to Holdings Common Shares A that will be issued in settlement of Earnout RSUs upon the satisfaction of certain price targets or occurrence of a "change of control" event;
- "Earnout RSUs" are to restricted stock units in respect of Earnout RSU Shares;
- "Earnout Shares" are to up to 15,000,000 additional Holdings Common Shares A in the aggregate;
- "Earnout Triggering Event I" are to the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which Holdings Common Shares A are then listed) is greater than or equal to $12.50 for any 20 trading days within any 30 consecutive trading day period within the Earnout Period;

- "Earnout Triggering Event II" are to the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which Holdings Common Shares A are then listed) is greater than or equal to $15.00 for any 20 trading days within any 30 consecutive trading day period within the Earnout Period;
- "Earnout Triggering Event III" are to the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which Holdings Common Shares A are then listed) is greater than or equal to $17.50 for any 20 trading days within any 30 consecutive trading day period within the Earnout Period;
- "Earnout Triggering Events" are to Earnout Triggering Event I, Earnout Triggering Event II, and Earnout Triggering Event III;
- "Electing Holder" are to a U.S. Holder who timely makes a QEF Election with respect to its SPAC Class A Ordinary Shares;
- "Eligible Swvl Equityholder" are, with respect to an Earnout Triggering Event or a Change of Control, a holder, as of immediately prior to the Company Merger Effective Time (but assuming the Hypothetical Convertible Note Conversion had occurred at such time), of (a) a Swvl Share or (b) a Swvl Option but will not include a holder of a Swvl Option to the extent the Exchanged Option relating to such Swvl Option was forfeited after the Company Merger Effective Time and prior to the applicable Earnout Triggering Event or Change of Control;
- "Exchange Act" are to the Securities Exchange Act of 1934;
- "Exchange Ratio" are to the ratio (rounded to ten decimal places) obtained by dividing (a) Swvl Merger Shares by (b) the difference of (i) the Swvl Outstanding Shares minus (ii) the number of Swvl Shares, if any, issued following the date of the Business Combination Agreement and prior to the Company Merger Effective Time in connection with a specified acquisition;
- "Exchanged Option" are, with respect to a Swvl Option outstanding immediately prior to the Company Merger Effective Time, to an option to purchase a number of Holdings Common Shares A equal to the product of (x) the number of Swvl Common Shares B subject to such Swvl Option (assuming payment in cash of the exercise price of such Swvl Option) immediately prior to the Company Merger Effective Time multiplied by (y) the Exchange Ratio (such product rounded down to the nearest whole share), at an exercise price per share (rounded up to the nearest whole cent) equal to (i) the exercise price per share of such Swvl Option immediately prior to the Company Merger Effective time, divided by (ii) the Exchange Ratio (which option will remain subject to the same vesting terms as such Swvl Option);
- "F Reorganization" are to a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code;
- "FASB" are to the Financial Accounting Standards Board;
- "FCPA" are to the U.S. Foreign Corrupt Practices Act of 1977, as amended;
- "GAAP" are to generally accepted accounting principles;
- "Guggenheim Securities" are to Guggenheim Securities, LLC;
- "Holder" are to a beneficial owner of SPAC Public Securities immediately prior to the Business Combination or, as a result of owning such SPAC Public Securities, of Holdings Securities immediately following the Business Combination;
- "Holdings" are to Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and, prior to the SPAC Merger Effective Time, a wholly owned subsidiary of Swvl;
- "Holdings A&R Articles" are to the Amended and Restated Memorandum and Articles of Association of Holdings in effect at the SPAC Merger Effective Time;
- "Holdings Board" are to the board of directors of Holdings from time to time;

- "Holdings Common Share A" are to Holdings' Class A ordinary shares, par value $0.0001 per share;
- "Holdings Common Share B" are to Holdings' Class B ordinary shares, par value $0.0001 per share;
- "Holdings Common Shares" are to Holdings Common Shares A and Holdings Common Share B;
- "Holdings Key Shareholders" are to certain persons who will become shareholders of Holdings following the Closing;
- "Holdings Preference Shares" are to Holdings preferred shares;
- "Holdings Public Company Articles" are to the Second Amended and Restated Memorandum and Articles of Association of Holdings in effect at the Company Merger Effective Time;
- "Holdings Redemption" are to Holdings' redemption of each Holdings Common Share issued and outstanding immediately prior to the SPAC Merger for par value;
- "Holdings Securities" are to Holdings Common Shares A and Holdings Warrants, collectively;
- "Holdings Shareholders Agreement" are to the Shareholders Agreement entered into concurrently with the execution and delivery of the Business Combination Agreement by and among Holdings, certain shareholders of SPAC and certain shareholders of Swvl to be effective as of the Closing;
- "Holdings Units" are to the units of Holdings, each consisting of one share of Holdings Common Share A and one-third of one Holdings Warrant, into which the SPAC Units will convert at the SPAC Merger Effective Time;
- "Holdings Warrants" are to the warrants to acquire Holdings Common Shares A into which the SPAC Warrants will convert at the SPAC Merger Effective Time;
- "Hypothetical Convertible Note Conversion" are to the hypothetical conversion of Swvl Convertible Notes (other than any Swvl Exchangeable Notes) into Swvl Common Shares A;
- "IFRS" are to International Financial Reporting Standards as issued by the IASB;
- "Initial Business Combination" are to SPAC's initial merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization, or similar business combination with one or more businesses or entities after the Initial Public Offering;
- "Initial Public Offering" or "IPO" are to SPAC's initial public offering of SPAC Units, which closed on January 22, 2021;
- "Initial Voting Period" are to the period from the Closing through the completion of Holdings' third annual meeting of shareholders;
- "Intellectual Property" are to any and all proprietary, industrial and intellectual property rights, under the law of any jurisdiction or rights under international treaties, both statutory and common law rights, including: (i) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (iv) trade secrets, know-how (including ideas, formulas, compositions and inventions (whether or not patentable or reduced to practice)), and database rights and (v) Internet domain names and social media accounts;
- "Investment Company Act" are to the Investment Company Act of 1940, as amended;
- "In-the-Money Swvl Options" are to all Swvl Options that are unexercised, issued and outstanding as of immediately prior to the Company Merger Effective Time and, if such Swvl Options were Exchanged Options, would have a per share exercise price of less than $10.00 per share;

- "IPO Closing Date" are to January 22, 2021;
- "IRS" are to the U.S. Internal Revenue Service;
- "JOBS Act" are to the Jumpstart Our Business Startups Act of 2012;
- "Key SPAC Shareholders" are Agility and Luxor;
- "Key Swvl Shareholders" are to the persons and entities listed in the Swvl Disclosure Letter;
- "Lock-Up Agreement" are to the Lock-Up Agreement entered into concurrently with the execution and delivery of the Business Combination Agreement by and among Holdings, certain shareholders of SPAC and certain shareholders of Swvl to be effective as of the Closing;
- "Lock-Up Holders" are to certain securityholders of Swvl and directors and/or officers of Swvl who are expected to serve as directors and/or officers of Holdings upon the Closing;
- "Luxor" are to affiliates of Luxor Capital Group, LP;
- "Mergers" are to the SPAC Merger together with the Company Merger;
- "Nasdaq" are to Nasdaq Global Market;
- "New Board" are to the board of directors of Holdings immediately after the Company Merger Effective Time;
- "Non-Electing Holder" are to a U.S. Holder who does not make either a QEF Election or a mark-to-market election for any taxable year SPAC is treated as a PFIC;
- "Note" are to the unsecured promissory note given to SPAC from the Sponsor prior to the Initial Public Offering;
- "NYSE" are to the New York Stock Exchange;
- "Outside Date" are to the date that is January 24, 2022 (as may be further extended pursuant to the Business Combination Agreement);
- "Over-Allotment Units" are to the 4,500,000 additional SPAC Units to cover over-allotments at IPO;
- "Per Share Earnout Consideration" are to, with respect to each Earnout Triggering Event (or the date on which a Change of Control occurs in accordance with the Business Combination Agreement), with respect to each Eligible Swvl Equityholder, a number of Holdings Common Shares A equal to (i) the sum of (A) the number of Holdings Common Shares A issued in connection with such Earnout Triggering Event or Change of Control plus (B) the number of Earnout RSU Shares issued in connection with such Earnout Triggering Event or Change of Control, divided by (ii) the Swvl Outstanding Shares;
- "PFIC" are to a passive foreign investment company;
- "PIPE Financing" are to the private offering of securities of Holdings to certain investors pursuant to separate subscription agreements in connection with the Company Merger;
- "PIPE Funds" are to the proceeds from the PIPE Financing;
- "PIPE Investors" are to investors in the PIPE Financing;
- "PIPE Resale Registration Statement" are to a registration statement registering the resale of the PIPE Shares;
- "PIPE Subscription Agreements" are to subscription agreements entered into by SPAC, Holdings and, in some cases, Swvl as a part of the PIPE Financing;
- "PIPE Subscription Amount" are to the aggregate purchase price of $100 million in the Private Placement;
- "PIPE Shares" are to the shares that Holdings agreed to sell to the PIPE Investors and that the PIPE Investors agreed to purchase;

- "QEF Election" are to an election by a U.S. Holder to treat SPAC as a "qualified electing fund;"
- "Reg Rights Holders" are to certain security holders of SPAC and Swvl, party to the Registration Rights Agreement;
- "Registrable Securities" are to certain securities of Holdings that will be held by the Reg Rights Holders following the Closing;
- "Registration Rights Agreement" are to the Registration Rights Agreement entered into concurrently with the execution and delivery of the Business Combination Agreement by and among Holdings, certain shareholders of SPAC and certain shareholders of Swvl to be effective as of the Closing;
- "Registration Statement" are to this registration statement on Form F-4;
- "Representatives" of a person are to, collectively, such person's officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives;
- "Required SPAC Proposals" are to, collectively (A) approval and adoption of the Business Combination Agreement, the Cayman Plan of Merger and the Mergers (including the rights of dissention applicable to the SPAC Merger) and the other Transactions contemplated by the Business Combination Agreement, including the adoption of the Holdings A&R Articles effective as of the SPAC Merger Effective Time, and any separate or unbundled proposals as are required to implement the foregoing, (B) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto and (C) any other proposals the parties deem necessary to effectuate the Transactions, including the appointment of the New Board, the adoption of the Holdings A&R Articles and the Holdings Public Company Articles and the appointments in respect of the Holdings Board at the SPAC Merger Effective Time in accordance with the Business Combination Agreement;
- "Requisite Swvl Shareholder Approval" are to the requisite consent of Swvl's shareholders under the BVI Companies Act, Swvl Articles and Swvl's Amended and Restated Shareholders' Agreement, dated on or about March 3, 2020, as amended, to approve the Business Combination Agreement, the BVI Plan of Merger and the Business Combination, which will require either the consent in writing of the holders of not less than (i) two-thirds of the issued Swvl Common Shares A; (ii) two-thirds of the issued Swvl Common Shares B; (iii) two-thirds of the issued Swvl Class A Preferred Shares; (iv) three-fourths of the issued Swvl Preferred Shares (voting together as a single class); (v) three-fourths of the issued Swvl Class B Preferred Shares; (vi) three-fourths of the issued Swvl Class C Preferred Shares; (vii) three-fourths of the issued Swvl Class D Preferred Shares; and (viii) three-fourths of the issued Swvl Class D-1 Preferred Shares; or the affirmative vote of (i) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of Swvl Common Shares A, (ii) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of Swvl Common Shares B, (iii) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of Swvl Class A Preferred Shares, (iv) not less than three-fourths of the holders of Swvl Preferred Shares present (or represented at) voting at a duly constituted meeting of the holders of Swvl Preferred Shares (voting together as a single class), (v) not less than three-fourths of the holders of Swvl Class B Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Swvl Class B Preferred Shares, (vi) not less than three-fourths of the holders of Swvl Class C Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Swvl Class C Preferred Shares, (vii) not less than three-fourths of the holders of Swvl Class D Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Swvl Class D Preferred Shares, and (viii) not less than three-fourths of the holders of Swvl Class D-1 Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Swvl Class D-1 Preferred Shares;
- "Resale Registration Statement" are to the registration statement required to be filed with the SEC under the Registration Rights Agreement;
- "Sarbanes-Oxley Act" are to the Sarbanes-Oxley Act of 2002;

- "SEC Staff Statement" are to the statement entitled "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies ('SPACs');"
- "SEC" are to the Securities and Exchange Commission;
- "Securities Act" are to the Securities Act of 1933, as amended;
- "Selected Stock Exchange" are to the Nasdaq Global Market or, if Holdings does not qualify for such market, the Nasdaq Capital Market, or any other public stock market or exchange in the United States as may be mutually agreed by the Swvl and SPAC;
- "Service Provider" are to any employee, officer, director, individual independent contractor or individual consultant of Swvl or any Swvl Subsidiary;
- "SPAC Advisory Board" are to a team of management, board members and advisory board including Betsy Atkins, Nelda Connors, Brad Jones and Hannah Jones;
- "SPAC Alternative Transaction" are to any merger, consolidation, or acquisition of stock or assets or any other business combination involving SPAC or any of its Subsidiaries, on the one hand, and any other corporation, partnership or other business organization other than Swvl and Swvl Subsidiaries, on the other hand;
- "SPAC Articles" are to the Amended and Restated Memorandum and Articles of Association of the SPAC, adopted by special resolution dated January 19, 2021;
- "SPAC Board" are to the board of directors of SPAC;
- "SPAC Class A Ordinary Shares" are to SPAC's Class A ordinary shares, par value $0.0001 per share;
- "SPAC Class B Ordinary Shares" are to SPAC's Class B ordinary shares, par value $0.0001 per share;
- "SPAC Disclosure Letter" are to SPAC's disclosure schedule delivered by SPAC to Swvl concurrently with the execution and delivery of the Business Combination Agreement;
- "SPAC Expenses" are to all reasonable and documented third-party, out-of-pocket fees and expenses, commissions or other amounts incurred by or on behalf of, or otherwise payable by, SPAC and its Subsidiaries in connection with the negotiation, preparation or execution of the Business Combination Agreement or any other Transaction Document, the performance of its covenants or agreements in the Business Combination Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby or thereby, including (i) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants or other agents or service providers of SPAC or its Subsidiaries, and (ii) any other fees, expenses or other amounts that are expressly allocated to SPAC or its Subsidiaries pursuant to the Business Combination Agreement or any other Transaction Document, in each case including applicable Taxes (as defined in the Business Combination Agreement). Notwithstanding anything to the contrary in the Business Combination Agreement, SPAC Expenses will not include any Swvl Expenses;
- "SPAC Merger Closing" are to the closing of the SPAC Merger;
- "SPAC Merger Date" are to the date on which the SPAC Merger Effective Time occurs;
- "SPAC Merger Effective Time" are to the date and time at which the SPAC Merger becomes effective;
- "SPAC Merger" are to the merger of SPAC with and into Cayman Merger Sub, with Cayman Merger Sub surviving the merger;
- "SPAC Ordinary Shares" are to the SPAC Class A Ordinary Shares and the SPAC Class B Ordinary Shares;
- "SPAC Organizational Documents" are to the SPAC Articles, the Trust Agreement and the Warrant Agreement, in each case as amended, modified or supplemented from time to time;
- "SPAC Preference Shares" are to SPAC's preference shares, par value $0.0001 per share;

- "SPAC Private Placement Warrants" are to the warrants of SPAC issued to the Sponsor in a private placement simultaneously with the closing of the IPO;
- "SPAC Public Securities" are to SPAC Class A Ordinary Shares and SPAC Warrants, collectively;
- "SPAC Public Shareholders" are to the holders of SPAC Public Shares;
- "SPAC Public Shares" are to the SPAC Class A Ordinary Shares sold as part of the SPAC Units in the IPO (whether they were purchased in the IPO or thereafter in the open market);
- "SPAC Public Warrants" are to the warrants sold as part of the units in the IPO (whether they were purchased in the IPO or thereafter in the open market);
- "SPAC Recommendation" are to the SPAC Board's unanimous recommendation to SPAC shareholders that they approve the Required SPAC Proposals;
- "SPAC Related Party Transactions" are to all Contracts, arrangements, understandings, interests and other matters that are required to be disclosed pursuant to the Business Combination Agreement;
- "SPAC Shareholder Support Agreements" are to the SPAC Shareholder Support Agreements entered into by and among Swvl, Holdings and the Key SPAC Shareholders concurrently with the execution and delivery of the Business Combination Agreement;
- "SPAC Shareholders' Meeting" are to the extraordinary general meeting of SPAC's shareholders that is the subject of this proxy statement/prospectus and any adjournments thereof;
- "SPAC Surviving Company" are to Cayman Merger Sub, in its capacity as the surviving company of the SPAC Merger;
- "SPAC Units" are to SPAC's units sold in the IPO, each of which consists of one SPAC Class A Ordinary Share and one-third of one SPAC Public Warrant;
- "SPAC Warrants" are to (a) prior to the SPAC Merger Closing, the SPAC Public Warrants and the SPAC Private Placement Warrants, and (b) after the SPAC Merger Closing, the Holdings Warrants that the SPAC Public Warrants and SPAC Private Placement Warrants will convert into upon consummation of the SPAC Merger;
- "SPAC" are to Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability;
- "Sponsor Agreement" are to the letter agreement that the Sponsor entered into with Swvl, Holdings and SPAC concurrently with the execution and delivery of the Business Combination Agreement;
- "Sponsor Lock Up Period" are to the earlier of (i) one year after the consummation of the Company Merger and (ii) the first date on which the last sale price of the Holdings Common Shares A equals or exceeds $12.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the consummation of the Company Merger;
- "Sponsor" are to Queen's Gambit Holdings LLC, a Delaware limited liability company;
- "Subscription Agreements" are to subscription agreements Holdings entered into with PIPE Investors concurrently with the execution and delivery of the Business Combination Agreement;
- "Subsidiary PFICs" are to PFICs whose interests are held by another entity;
- "Subsidiary" are to, with respect to a person, any corporation or other organization (including a limited liability company or a partnership), whether incorporated or unincorporated, of which such person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such person or any of its Subsidiaries is, directly or indirectly, a general partner or managing member;

- "Swvl Alternative Transaction" are to any (x) sale of 5% or more of the consolidated assets of Swvl and Swvl Subsidiaries, taken as a whole, (y) sale of 5% or more of the outstanding shares or capital stock of Swvl or one or more Swvl Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of Swvl and Swvl Subsidiaries, taken as a whole, or (z) merger, consolidation, liquidation, dissolution or similar transaction involving Swvl or one or more of the Swvl Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of Swvl and Swvl Subsidiaries, taken as a whole, in each case, other than with SPAC and its Representatives;
- "Swvl Articles" are to the Amended and Restated Memorandum and Articles of Association of Swvl, dated March 3, 2020, as the same may be amended, supplemented, or modified from time to time;
- "Swvl Board" are to the board of directors of Swvl;
- "Swvl Class A Preferred Shares" are to Swvl's convertible Class A Shares of no par value;
- "Swvl Class B Preferred Shares" are to Swvl's convertible Class B Shares of no par value;
- "Swvl Class C Preferred Shares" are to Swvl's convertible Class C Shares of no par value;
- "Swvl Class D Preferred Shares" are to Swvl's convertible Class D Shares of no par value;
- "Swvl Class D-1 Preferred Shares" are to Swvl's convertible Class D-1 Shares of no par value;
- "Swvl Common Shares A" are to Swvl's ordinary common shares A of no par value;
- "Swvl Common Shares B" are to Swvl's ordinary common shares B of no par value;
- "Swvl Common Shares" are to Swvl Common Shares A together with Swvl Common Shares B;
- "Swvl Convertible Notes" are to (a) the outstanding convertible notes issued by Swvl prior to the date of the Business Combination Agreement and (b) the Swvl Exchangeable Notes;
- "Swvl Disclosure Letter" are to Swvl's disclosure schedule delivered by Swvl to SPAC concurrently with the execution and delivery of the Business Combination Agreement;
- "Swvl Exchangeable Notes" are to exchangeable notes issued after the date of the Business Combination Agreement in accordance with the Business Combination Agreement up to $35,500,000 in the aggregate (or such greater amount as agreed by Swvl and SPAC);
- "Swvl Expenses" are to all reasonable and documented third-party, out-of-pocket, fees and expenses, commissions or other amounts incurred by or on behalf of, or otherwise payable by, Swvl and its Subsidiaries in connection with the negotiation, preparation or execution of the Business Combination Agreement or any other Transaction Document, the performance of its covenants or agreements in the Business Combination Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby or thereby, including (i) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants or other agents or service providers of Swvl or its Subsidiaries and (ii) any other fees, expenses or other amounts that are expressly allocated to Swvl or its Subsidiaries pursuant to the Business Combination Agreement or any other Transaction Document, in each case including applicable Taxes (as defined in the Business Combination Agreement). Notwithstanding anything to the contrary in the Business Combination Agreement, Swvl Expenses will not include any SPAC Expenses;
- "Swvl Merger Shares" are to the number of Holdings Common Shares A equal to the quotient obtained by dividing (a) the sum of (i) $1,000,000,000 plus (ii) the Aggregate Exercise Price by (b) $10.00;
- "Swvl Options" are to options to purchase Swvl Common Shares B, granted under the 2019 Plan or otherwise; provided that Swvl Options will exclude any rights to purchase Swvl Common Shares B under any Swvl Convertible Note or any right to subscribe for further convertible notes in Swvl;
- "Swvl Outstanding Shares" are to the total number of Swvl Common Shares and Swvl Preferred Shares in each case outstanding immediately prior to the Company Merger Effective Time, and including the

number of Swvl Common Shares A issuable upon the Hypothetical Convertible Note Conversion and the number of Swvl Common Shares B subject to unexpired, issued and outstanding Swvl Options as of immediately prior to the Company Merger Effective Time (assuming the payment in cash of the exercise price of such Swvl Options);

- "Swvl Preferred Shares" are to the Swvl Class A Preferred Shares, Swvl Class B Preferred Shares, Swvl Class C Preferred Shares, Swvl Class D Preferred Shares and Swvl Class D-1 Preferred Shares;
- "Swvl Shareholders" are to the holders of Swvl Shares, Swvl Options or Swvl Convertible Notes (other than the Swvl Exchangeable Notes) prior to the Business Combination;
- "Swvl Shares" are to the Swvl Common Shares and the Swvl Preferred Shares;
- "Swvl Subsidiary" are to each Subsidiary of Swvl and, to the extent applicable, its branches, including those Subsidiaries set forth in the Swvl Disclosure Letter;
- "Swvl Surviving Company" are to Swvl, in its capacity as the surviving company of the Company Merger;
- "Swvl Transaction Support Agreement" are to the Swvl Transaction Support Agreement entered into by and among SPAC, the Key Swvl Shareholders, as Swvl shareholders holding Swvl Shares sufficient to constitute the Requisite Swvl Shareholder Approval, and the holders of the Swvl Convertible Notes (other than holders of any Swvl Exchangeable Notes in their capacities as such) concurrently with the execution and delivery of the Business Combination Agreement;
- "Swvl" are to Swvl, Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands;
- "Swvl-Owned IP" are to all Intellectual Property rights owned or purported to be owned by Swvl or any of the Swvl Subsidiaries;
- "Terminating SPAC Breach" are to (x) upon a breach of any representation, warranty, covenant or agreement on the part of SPAC or BVI Merger Sub set forth in the Business Combination Agreement, (y) if any representation or warranty of SPAC or BVI Merger Sub have become untrue or (z) upon a breach of any covenant or agreement set forth in the Business Combination Agreement on the part of Holdings or Cayman Merger Sub occurring after the SPAC Merger Effective Time, in the case of clauses (x), (y) or (z) such that the conditions set forth in the Business Combination Agreement would not be satisfied;
- "Terminating Swvl Breach" are to a breach of any representation, warranty, covenant or agreement on the part of Swvl, Holdings or Cayman Merger Sub set forth in the Business Combination Agreement, or if any representation or warranty of Swvl, Holdings or Cayman Merger Sub have become untrue, in either case such that the conditions set forth in the Business Combination Agreement would not be satisfied;
- "Transaction Documents" are to the Business Combination Agreement, including all Schedules and Exhibits thereto, the Swvl Disclosure Letter, the SPAC Disclosure Letter and the Ancillary Agreements;
- "Transactions" are to the transactions contemplated by the Business Combination Agreement and the Transaction Documents;
- "Treasury Regulations" are to U.S. Treasury regulations;
- "Trust Account" are to the trust account at J.P. Morgan Chase Bank, N.A.;
- "Trust Agreement" are to the Investment Management Trust Agreement, dated as of January 19, 2021, between SPAC and Continental Stock Transfer & Trust Company;
- "U.S. Holder" are to a Holder that, for U.S. federal income tax purposes is an individual who is a citizen or resident of the United States; a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state

thereof, or the District of Columbia; an estate the income of which is subject to U.S. federal income tax regardless of its source; or a trust (i) the administration of which is subject to the primary supervision of a U.S. court and which has one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code) who have the authority to control all substantial decisions of the trust or (ii) that has made a valid election under applicable Treasury Regulations to be treated as a United States person;

- "Warrant Agreement" are to the Warrant Agreement, dated January 19, 2021, between SPAC and Continental Stock Transfer & Trust Company, as warrant agent;
- "WHO" are to the World Health Organization;
- "Working Capital Loan" are to loans from the Sponsor or an affiliate of the Sponsor or SPAC's officers and directors to the SPAC, $1,500,000 of which may be converted into Holdings Warrants at Closing at a rate of $1.50 per warrant;
- "Written Consent Failure" are to Swvl's failure to deliver the Written Consents to SPAC within five (5) business days of the Registration Statement becoming effective; and
- "Written Consents" are to the written consents of the requisite shareholders of Swvl in favor of the approval and adoption of the Business Combination Agreement, the Company Merger and all other transactions contemplated by the Business Combination Agreement.

QUESTIONS AND ANSWERS ABOUT THE SPAC SHAREHOLDERS' MEETING AND THE BUSINESS COMBINATION

The following questions and answers briefly address some commonly asked questions about the Proposals to be presented at the SPAC Shareholders' Meeting, including the proposed Business Combination. The following questions and answers do not include all the information that is important to SPAC shareholders. We urge SPAC shareholders to carefully read this entire proxy statement/prospectus, including the annexes and other documents referred to herein.

Q: Why am I receiving this proxy statement/prospectus?

A: SPAC shareholders are being asked to consider and vote upon the Proposals, including to approve the transactions contemplated by the Business Combination Agreement, including the SPAC Merger and the Company Merger.

A copy of the Business Combination Agreement is attached to this proxy statement/prospectus as *Annex A*. This proxy statement/prospectus and its annexes contain important information about the proposed Business Combination and the other matters to be acted upon at the SPAC Shareholders' Meeting. You should read this proxy statement/prospectus and its annexes carefully and in their entirety.

Your vote is important. You are encouraged to submit your proxy as soon as possible after carefully reviewing this proxy statement/prospectus and its annexes.

Q: What is being voted on at the SPAC Shareholders' Meeting?

A: SPAC shareholders will vote on the following proposals at the SPAC Shareholders' Meeting:

- *Proposal No. 1 — The SPAC Merger Proposal* — a proposal to approve by special resolution the SPAC Merger and the Cayman Plan of Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring prior to the Closing Date, including the appointment of the Holdings Board following the SPAC Merger Effective Time and the adoption of the Holdings A&R Articles.
- *Proposal No. 2 — The Company Merger Proposal* — a proposal to approve as an ordinary resolution the Company Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date, including the appointment of the Holdings Board following the Company Merger Effective Time and the adoption of the Holdings Public Company Articles (to include the change of name of Holdings).
- *Proposal No. 3 — The Advisory Organizational Documents Proposal* — a proposal to approve, on a non-binding advisory basis, by ordinary resolution, the governance provisions contained in the Holdings Public Company Articles that materially affect SPAC shareholders' rights.
- *Proposal No. 4 — The Adjournment Proposal* — a proposal, if put, to approve by ordinary resolution the adjournment of the SPAC Shareholders' Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the SPAC Merger Proposal, the Company Merger Proposal or the Advisory Organizational Documents Proposal.

The Business Combination cannot be completed unless SPAC shareholders approve the SPAC Merger Proposal and the Company Merger Proposal at the SPAC Shareholders' Meeting. In the event the Adjournment Proposal is put forth at the SPAC Shareholders' Meeting, it will be the first and only Proposal voted upon and none of the SPAC Merger Proposal, the Company Merger Proposal, nor the Advisory Organizational Documents Proposal will be submitted to the SPAC shareholders for a vote.

Q: Are the Proposals conditioned on one another?

A: The Business Combination cannot be completed unless the SPAC Merger Proposal and the Company Merger Proposal are approved at the SPAC Shareholders' Meeting. Each of the Business Combination Proposals is cross-conditioned on the approval and adoption of the other Business Combination Proposal. The Advisory Organizational Documents Proposal and the Adjournment Proposal are not conditioned on the approval of any other Proposal set forth in this proxy statement/prospectus.

Q: What will happen in the Business Combination?

On July 28, 2021, SPAC, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the Business Combination Agreement, pursuant to which the Business Combination will be effected in four steps: (a) in accordance with the Cayman Companies Act at the SPAC Merger Effective Time, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger Sub surviving the SPAC Merger and becoming the sole owner of BVI Merger Sub; (b) concurrently with the consummation of the SPAC Merger, and subject to the BVI Companies Act, Holdings will redeem each Holdings Common Share A and each Holdings Common Share B issued and outstanding immediately prior to the SPAC Merger for par value, (c) following the SPAC Merger and subject to the Cayman Companies Act and the BVI Companies Act, the SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings, and (d) following the BVI Merger Sub Distribution, but no earlier than one business day after the SPAC Merger, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into Swvl, with Swvl surviving the Company Merger as a wholly owned Subsidiary of Holdings.

The SPAC Merger and the Holdings Redemption will occur at least one business day prior to, and independent of, the Company Merger and the Closing. The PIPE Financing will be consummated prior to or substantially concurrently with the Company Merger.

As a result of the Business Combination, the SPAC Surviving Company and Swvl will each become wholly owned subsidiaries of Holdings and the securityholders of SPAC and Swvl will become securityholders of Holdings. Following the Business Combination, Holdings will be a public company and is expected to be listed on Nasdaq. For more information about the Business Combination Agreement and the Business Combination, see the section entitled "The Business Combination."

Q: Why is SPAC proposing the Business Combination?

A: SPAC was formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization, or similar business combination involving SPAC and one or more businesses or entities.

On January 22, 2021, SPAC completed the IPO of 34,500,000 SPAC Units, including 4,500,000 SPAC Units that were issued pursuant to the underwriters' exercise of their over-allotment option in full, with each SPAC Unit consisting of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, where each whole SPAC Warrant is exercisable to purchase one SPAC Class A Ordinary Share at a price of $11.50 per share, generating gross proceeds to SPAC of $345,000,000. The underwriters were granted a 45-day option from the date of the final prospectus relating to the IPO to purchase up to 4,500,000 additional units to cover over-allotments, if any, at $10.00 per unit, less underwriting discounts and commissions. The underwriters exercised the over-allotment option in full on January 22, 2021. Since the IPO, SPAC's activity has been limited to the search for a prospective initial business combination.

The SPAC Board considered a wide variety of factors in connection with its evaluation of the Business Combination, including its review of the results of the due diligence conducted by SPAC's management and SPAC's advisors. As a result, the SPAC Board concluded that a transaction with Swvl would present the most attractive opportunity to maximize value for SPAC's shareholders. Please see the subsection entitled "The Business Combination — The SPAC Board's Reasons for the Approval of the Business Combination."

Q: What conditions must be satisfied to complete the Business Combination?

A: There are a number of closing conditions in the Business Combination Agreement, including the approval by SPAC's shareholders of the Business Combination Proposals. For a summary of the conditions that must be satisfied or waived prior to completion of the Business Combination, see the subsection entitled "The Business Combination — Conditions to Consummation of the Business Combination Agreement."

Q: How will Holdings be managed and governed following the Business Combination?

A: Immediately after the Closing, the Holdings Board will be divided into three separate classes, designated as follows:

- the Class I directors will be Esther Dyson, and their terms will expire at the annual general meeting of shareholders to be held in 2022;
- the Class II directors will be Lone Fonss Schroder, and their terms will expire at the annual general meeting of shareholders to be held in 2023; and
- the Class III directors will be Mostafa Kandil, Victoria Grace and and their terms will expire at the annual general meeting of shareholders to be held in 2024.

For additional information, please see the section entitled "Management After the Business Combination."

Q: What is the PIPE Financing?

A: Concurrently with the execution of the Business Combination Agreement, SPAC, Holdings, the PIPE Investors and, in some cases, Swvl entered into the PIPE Subscription Agreements, pursuant to which the PIPE Investors agreed to purchase, and Holdings agreed to sell to the PIPE Investors in a private placement at the Company Merger Effective Time, Holdings Common Shares A for a purchase price of $10.00 per share, representing an aggregate purchase price of $100.0 million.

On August 25, 2021, eight PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing Swvl Exchangeable Notes. At the Closing, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of the applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes. As a result, the PIPE Investors will fund $64.5 million at the Company Merger Effective Time pursuant to the PIPE Subscription Agreements.

The aggregate number of Holdings Common Shares A issuable to the PIPE Investors in connection with the PIPE Subscription Agreements and the Swvl Exchangeable Notes is 10,626,471.

Q: What will be the equity stakes of the SPAC Public Shareholders, the Sponsor, the Swvl Shareholders and the PIPE Investors in Holdings upon completion of the Business Combination?

A: The exact equity stakes of the persons that will become securityholders of Holdings will depend on various factors. Set forth below are illustrative examples of the post-closing equity stakes of the SPAC Public Shareholders, the Sponsor, the Swvl Shareholders and the PIPE Investors based on various assumptions described below.

If we (a) assume that (i) no SPAC Public Shareholders elect to have their SPAC Public Shares redeemed, (ii) there are no other issuances of equity interests of SPAC or Swvl, (iii) none of the Sponsor or the Swvl Shareholders purchase SPAC Class A Ordinary Shares in the open market, and (iv) all Exchanged Options are exercised using cash and (b) do not take into account (i) Holdings Warrants that will remain outstanding following the Business Combination and may be exercised at a later date or (ii) the Earnout Shares or the Earnout RSUs, the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 65% of the outstanding Holdings Common Shares A;

- the SPAC Public Shareholders will own 34,500,000 Holdings Common Shares A, or approximately 22% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 7% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A.

If we assume the maximum redemptions scenario described under the section entitled "Unaudited Pro Forma Condensed Combined Financial Information," (i.e., 30,639,823 SPAC Public Shares are redeemed), and the assumptions set forth in the foregoing clauses (a)(ii)–(iv) and (b) remain true, the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 81% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 3,860,177 Holdings Common Shares A, or approximately 3% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 9% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 7% of the outstanding Holdings Common Shares A.

The ownership percentages with respect to Holdings set forth above do not take into account SPAC Warrants that will convert into Holdings Warrants in the Business Combination, but do include the SPAC Class B Ordinary Shares, which will convert into Holdings Common Shares B in the SPAC Merger, with such Holdings Common Shares B converting into Holdings Common Shares A upon the Company Merger. If the facts are different than these assumptions, the percentage ownership retained by SPAC's existing shareholders in Holdings following the Business Combination will be different. For example, if we assume that all outstanding 11,500,000 SPAC Public Warrants and 5,933,333 SPAC Private Placement Warrants were exercisable and exercised following completion of the Business Combination and further assume that no SPAC Public Shareholders elect to have their SPAC Public Shares redeemed (and each other assumption set forth in the foregoing clauses (a) and (b) remain true), then the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 59% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 46,000,000 Holdings Common Shares A, or approximately 27% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 14,558,333 Holdings Common Shares A, or approximately 8% of the outstanding Holdings Common Shares A.

The Holdings Warrants will become exercisable on the later of 30 days after the completion of the Business Combination and January 22, 2022 and will expire five years after the completion of the Business Combination or earlier upon their redemption or liquidation.

Additionally, if we assume the issuance of the maximum amount of Earnout Shares (and each other assumption set forth in the foregoing clauses (a) and (b) remain true), then the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 116,591,814 Holdings Common Shares A, or approximately 68% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 34,500,000 Holdings Common Shares A, or approximately 20% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 5% of the outstanding Holdings Common Shares A.

Please see sections entitled "Summary of the Proxy Statement/Prospectus—Ownership of Holding After the Closing" and "Unaudited Pro Forma Condensed Combined Financial Information" for further information.

Q: How will the SPAC Merger affect my SPAC Ordinary Shares, SPAC Warrants, and SPAC Units?

A: At the SPAC Merger Effective Time, pursuant to the SPAC Merger: (a) each SPAC Class A Ordinary Share issued and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A; (b) each SPAC Class B Ordinary Share outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B; (c) each SPAC Warrant issued, outstanding and unexercised immediately prior to the SPAC Merger Effective Time will be automatically assumed and converted into a fraction or whole Holdings Warrant, as the case may be, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former warrants of SPAC; and (d) without duplication of the foregoing, each SPAC Unit, existing and outstanding immediately prior to the SPAC Merger Effective Time will be automatically cancelled, extinguished and converted into one Holdings Unit.

As a result, immediately following the SPAC Merger and prior to the Company Merger, holders of SPAC Ordinary Shares, SPAC Warrants and SPAC Units will hold the same interests in Holdings as they did in SPAC as of immediately prior to the SPAC Merger. Following the SPAC Merger and prior to the Company Merger, the Holdings Common Shares A, Holdings Warrants and Holdings Units held by the former holders of SPAC equity are expected to be publicly traded and listed on Nasdaq under SPAC's current trading symbols "GMBT", "GMBTW" and "GMBTU". During such period, Holdings will be the sole shareholder of the SPAC Surviving Company and will hold no other material assets.

For additional information about the SPAC Merger, please see the section entitled "The Business Combination" in this proxy statement/prospectus.

Q: What are the U.S. federal income tax consequences of the SPAC Merger to U.S. Holders?

A: As discussed more fully below in the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—The SPAC Merger" it is intended that the SPAC Merger qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code (an "F Reorganization"). If the SPAC Merger so qualifies, U.S. Holders (as defined below in the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—U.S. Holder Defined") should not recognize gain or loss for U.S. federal income tax purposes on the exchange of SPAC Public Securities for Holdings Securities pursuant to the SPAC Merger, subject to the discussion contained herein on whether SPAC is treated as a "passive foreign investment company" or "PFIC".

The rules governing the U.S. federal income tax treatment of the SPAC Merger are complex. All holders of SPAC Public Securities are urged to consult with their own tax advisors regarding the potential tax consequences to them of the SPAC Merger, including the applicability and effect of U.S. federal, state and local and non-U.S. tax laws. For a more complete discussion of the U.S. federal income tax considerations of the SPAC Merger to U.S. Holders, please see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—The SPAC Merger".

Q: Did the SPAC Board obtain a third-party valuation or fairness opinion in determining whether or not to proceed with the Business Combination?

A: Yes. Although the SPAC Articles do not require the SPAC Board to seek a third-party valuation or fairness opinion in connection with a business combination unless the target business is affiliated with the Sponsor, directors or officers, SPAC retained Guggenheim Securities, LLC ("Guggenheim Securities") as its financial advisor in connection with the Business Combination. In connection with the Mergers, Guggenheim Securities rendered an opinion to the Swvl Board to the effect that, as of July 28, 2021, and based on and subject to the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken, the Company Merger Consideration was fair, from a financial point of view, to SPAC. The full text of Guggenheim Securities' written opinion, which is attached as Annex E to this proxy statement/prospectus and which you should read carefully and in its entirety, is subject to the assumptions, limitations, qualifications and other conditions contained in such opinion and is necessarily based on economic, business, capital markets and other conditions, and the information made available to Guggenheim Securities, as of the date of such opinion.

Guggenheim Securities' opinion was provided to the SPAC Board (in its capacity as such) for its information and assistance in connection with its evaluation of the consideration under the Business Combination Agreement. Guggenheim Securities' opinion and any materials provided in connection therewith did not constitute a recommendation to the SPAC Board with respect to the Company Merger or related transactions, nor does Guggenheim Securities' opinion or the summary of its underlying financial analyses elsewhere in this proxy statement/prospectus constitute advice or a recommendation to any holder of securities of SPAC as to how to vote or act in connection with the Mergers or otherwise (including whether or not holders of SPAC Class A Ordinary Shares should redeem their shares). Guggenheim Securities' opinion addresses only the fairness, from a financial point of view and as of the date of such opinion, of the Company Merger Consideration to SPAC to the extent expressly specified in such opinion and does not address any other term, aspect or implication of the Mergers or the related transactions (including, without limitation, the form or structure of the Mergers and the related transactions), the Business Combination Agreement, the PIPE Investment, the Swvl Transaction Support Agreements, the SPAC Shareholder Support Agreements, the Sponsor Agreement, the Registration Rights Agreement, the Lock-Up Agreements, the Holdings Shareholder Agreement, or any other agreement, transaction document or instrument contemplated by the Business Combination Agreement or to be entered into or amended in connection with the Mergers or any financing or other transactions related thereto.

Please see the section entitled "*The Business Combination—Opinion of SPAC's Financial Advisor*" and the opinion of Guggenheim Securities attached hereto as *Annex E* for additional information.

Q: What happens if I sell my SPAC Class A Ordinary Shares before the SPAC Shareholders' Meeting?

A: The record date for the SPAC Shareholders' Meeting is earlier than the date of the SPAC Shareholders' Meeting and the date that the Business Combination is expected to be completed. If you transfer your SPAC Class A Ordinary Shares after the record date, but before the SPAC Shareholders' Meeting, unless the transferee obtains from you a proxy to vote those shares, you will retain your right to vote at the SPAC Shareholders' Meeting. However, you will not be able to seek redemption of your SPAC Class A Ordinary Shares because you will no longer be able to deliver them for cancellation upon consummation of the Business Combination in accordance with the provisions described in this proxy statement/prospectus. If

you transfer your SPAC Class A Ordinary Shares prior to the record date, you will have no right to vote those shares at the SPAC Shareholders' Meeting or seek redemption of those shares.

Q: How has the announcement of the Business Combination affected the trading price of the SPAC Units, SPAC Class A Ordinary Shares and SPAC Public Warrants?

A: The closing price of the SPAC Units, SPAC Class A Ordinary Shares and SPAC Public Warrants on July 26, 2021, the last trading day prior to the publication of articles speculating about the Business Combination, was $10.03, $9.68 and $0.99, respectively. The closing price of the SPAC Units, SPAC Class A Ordinary Shares and SPAC Public Warrants on July 27, 2021, the last trading day before announcement of the execution of the Business Combination Agreement, was $9.98, $9.68 and $1.01, respectively. On , 2021, the trading date immediately prior to the date of this proxy statement/prospectus, the SPAC Units, SPAC Class A Ordinary Shares and SPAC Public Warrants closed at $, $ and $, respectively.

Q: Following the Business Combination, will SPAC's securities continue to trade on a stock exchange?

A: The parties anticipate that, following the SPAC Merger Closing, the Holdings Common Shares A, Holdings Warrants and Holdings Units will be listed on the Nasdaq Global Market under the SPAC's current trading symbols, "GMBT", "GMBTW" and "GMBTU," respectively. Following the SPAC Merger Closing, the SPAC Units, SPAC Class A Ordinary Shares, and SPAC Warrants will cease trading on the Nasdaq Capital Market and will be deregistered under the Exchange Act.

Upon the Company Merger Closing, the Holdings Units will be separated into their component securities and cease to exist. The parties anticipate that, following the Company Merger Closing, the Holdings Common Shares A and Holdings Warrants will trade on Nasdaq under the new symbols "SWVL" and "SWVLW," respectively.

Q: What vote is required to approve the Proposals presented at the SPAC Shareholders' Meeting?

A: The approval of the SPAC Merger Proposal requires a special resolution under Cayman Islands law, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of at least two-thirds of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the SPAC Shareholders' Meeting, voting as a single class. The approval of each of the Company Merger Proposal, the Advisory Organizational Documents Proposal and the Adjournment Proposal is being proposed as an ordinary resolution, being the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the SPAC Shareholders' Meeting, voting as a single class. Accordingly, assuming a quorum is present, a shareholder's failure to vote in person, or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting will have no effect on the outcome of the vote on any of the Proposals. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the SPAC Shareholders' Meeting (assuming a quorum is present).

Q: May the Sponsor or SPAC's directors, officers or advisors or any of their respective affiliates purchase SPAC Public Shares in connection with the Business Combination?

A: In connection with the shareholder vote to approve the proposed Business Combination, the Sponsor and SPAC's directors, officers and advisors and any of their respective affiliates may privately negotiate transactions to purchase SPAC Public Shares from shareholders who would have otherwise elected to have their shares redeemed in conjunction with the Business Combination for a per share pro rata portion of the Trust Account. There is no limit on the number of SPAC Public Shares the Sponsor or SPAC's directors,

officers or advisors or any of their respective affiliates may purchase in such transactions, subject to compliance with applicable law and the Nasdaq rules. Any such privately negotiated purchases may be effected at purchase prices that are in excess of the per share pro rata portion of the Trust Account. However, none of the Sponsor, SPAC's directors, officers or advisor or any of their respective affiliates have current commitments, plans, or intentions to engage in such transactions or have formulated any terms or conditions for any such transactions. None of the funds in the Trust Account will be used to purchase SPAC Public Shares in such transactions. None of the Sponsor or SPAC's directors, officers or advisors or any of their respective affiliates will make any such purchases when they are in possession of any material non-public information not disclosed to the seller of such SPAC Public Shares or during a restricted period under Regulation M under the Exchange Act. Such a purchase could include a contractual acknowledgement that such shareholder, although still the record holder of such SPAC Public Shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights, and could include a contractual provision that directs such shareholder to vote such shares in a manner directed by the purchaser. In the event that the Sponsor or SPAC's directors, officers or advisors or any of their respective affiliates purchase SPAC Public Shares in privately negotiated transactions from SPAC Public Shareholders who have already elected to exercise their redemption rights, such selling shareholders would be required to revoke their prior elections to redeem their shares. For more information, see the section entitled "*The Business Combination — Potential Purchases of Public Shares.*"

Q: How many votes do I have at the SPAC Shareholders' Meeting?

A: SPAC's shareholders are entitled to one vote at the SPAC Shareholders' Meeting for each SPAC Class A Ordinary Share or SPAC Class B Ordinary Share held of record as of , 2021, the record date for the SPAC Shareholders' Meeting. As of the close of business on the record date, there were 34,500,000 outstanding SPAC Class A Ordinary Shares, which are held by the SPAC Public Shareholders, and 8,625,000 outstanding SPAC Class B Ordinary Shares, which are held by the Sponsor.

Q: What constitutes a quorum at the SPAC Shareholders' Meeting?

A: Holders of a majority in voting power of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares issued and outstanding and entitled to vote at the SPAC Shareholders' Meeting, present in person, or by proxy (including by way of the online meeting option), constitute a quorum. In the absence of a quorum, the chairman of the meeting has the power to adjourn the SPAC Shareholders' Meeting. As of the record date for the SPAC Shareholders' Meeting, 21,562,501 SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares, in the aggregate, would be required to achieve a quorum. Abstentions will count as present for the purposes of establishing a quorum with respect to each Proposal.

Q: How will the Sponsor vote?

A: The Sponsor has agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by it in favor of the Business Combination and the other Proposals. Currently, the Sponsor owns approximately 20.0% of the issued and outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares, in the aggregate. Please see the subsection entitled "The Business Combination — Related Agreements — Sponsor Agreement."

Q: What interests do the current officers and directors of SPAC have in the Business Combination?

A: In considering the SPAC Board's recommendation to vote in favor of the approval of the Business Combination Proposals, SPAC shareholders should be aware that aside from their interests as shareholders, the Sponsor and certain of SPAC's directors and officers have interests in the Business Combination that are different from, or in addition to, those of other SPAC shareholders generally. The SPAC Board was aware of and considered these interests, among other matters, in evaluating and negotiating the Business

Combination, and in recommending to SPAC shareholders that they approve the Business Combination. SPAC shareholders should take these interests into account in deciding whether to approve the Business Combination. See the subsection entitled "The Business Combination — Interests of Certain Persons in the Business Combination" for additional information. The SPAC Board was aware of and considered these interests, among other matters, in recommending that SPAC Shareholders vote "FOR" each of the Proposals. These interests include, among other things:

- the fact that the Sponsor and SPAC's directors and officers have agreed not to redeem any SPAC Class A Ordinary Shares held by them in connection with a shareholder vote to approve the Business Combination;
- the fact that the Sponsor and SPAC's directors and officers have agreed to waive their rights to liquidating distributions from the Trust Account with respect to any SPAC Class B Ordinary Shares held by them if SPAC fails to complete an Initial Business Combination within the Combination Period, resulting in a loss of approximately $ based on the Trust Account balance as of , 2021;
- the fact that if the Trust Account is liquidated, including in the event SPAC is unable to complete an Initial Business Combination within the required time period, the Sponsor has agreed to indemnify SPAC to ensure that the proceeds in the Trust Account are not reduced below $10.00 per SPAC Public Share, or such lesser amount per SPAC Public Share as is in the Trust Account on the liquidation date, by the claims of (a) any third party (other than SPAC's independent registered public accounting firm) for services rendered or products sold to SPAC or (b) a prospective target business with which SPAC has entered into a letter of intent, confidentiality, or other similar agreement or business combination agreement, but only if such a third party or target business has not executed a waiver of all rights to seek access to the Trust Account;
- the fact that the Sponsor paid an aggregate of $25,000, or approximately $0.003 per share, for 8,625,000 SPAC Class B Ordinary Shares and that such SPAC Class B Ordinary Shares will have a significantly higher value at the time of the Business Combination, which, if unrestricted and freely tradable, would be valued at approximately $, based on the most recent closing price of the SPAC Class A Ordinary Shares of $ per share on , 2021;
- the fact that the Sponsor paid an aggregate of $8,900,000, or approximately $1.50 per warrant, for 5,933,333 SPAC Private Placement Warrants to purchase SPAC Class A Ordinary Shares and that such SPAC Private Placement Warrants will expire worthless if an Initial Business Combination is not consummated within the Combination Period;
- the fact that up to an aggregate amount of $1,500,000 of any amounts outstanding under any working capital loans made by the Sponsor or any of its affiliates to SPAC may be converted into SPAC Warrants to purchase SPAC Class A Ordinary Shares at a price of $1.50 per warrant at the option of the lender (as of the date of this proxy statement/prospectus, there were no amounts outstanding under any working capital loans);
- the anticipated designation of Victoria Grace, SPAC's Chief Executive Officer and member of the SPAC Board, and Lone Fonss Schroder, a member of the SPAC Board, as directors of Holdings following the Business Combination;
- the fact that Victoria Grace is Chief Executive Officer and Managing Member of the Sponsor and may be deemed to have or share beneficial ownership of the SPAC Class B Ordinary Shares held directly by the Sponsor;
- the fact that, prior to the signing of the Business Combination Agreement, Victoria Grace also served as a member of the board of directors of VNV Global, an affiliate of a significant existing shareholder of Swvl;
- the fact that Lone Fonss Schroder also serves as Chief Executive Officer of Concordium AG, an affiliate of the Concordium Foundation, a PIPE Investor;
- the continued indemnification of SPAC's existing directors and officers under the Holdings Memorandum and Articles and the continuation of SPAC's directors' and officers' liability insurance after the Business Combination;

- the fact that Holdings has agreed to indemnify the Sponsor for certain losses incurred in connection with actions arising out of the Transactions;
- the fact that the Sponsor will lose its entire investment in SPAC if an Initial Business Combination is not completed within the Combination Period;
- the fact that the Sponsor will benefit from the completion of a business combination and may be incentivized to complete an acquisition of a less favorable target company or on terms less favorable to shareholders rather than liquidate;
- the fact that the Sponsor and SPAC's officers and directors will be reimbursed for out-of-pocket expenses incurred in connection with activities on SPAC's behalf, such as identifying potential target businesses and performing due diligence on suitable business combinations, which expenses were approximately $ as of , 2021;
- the fact that SPAC's directors and officers are, or may in the future become, affiliated with entities that are engaged in a similar business to SPAC; for example, in February 2021, SPAC's directors and officers launched Queen's Gambit Growth Capital II, a new blank check company incorporated for the purpose of effecting a business combination;
- the terms and provisions of the Related Agreements as set forth in detail under the section entitled "The Business Combination — Related Agreements"; and
- the fact that given the differential in the purchase price that the Sponsor paid for the SPAC Class B Ordinary Shares as compared to the price of the SPAC Units sold in SPAC's IPO and the 8,625,000 Holdings Common Shares A that the Sponsor will receive upon conversion of the SPAC Class B Ordinary Shares in connection with the Business Combination, the Sponsor and its affiliates may earn a positive rate of return on their investment even if the Holdings Common Shares A trade below the price initially paid for the SPAC Units in SPAC's IPO and the SPAC Public Shareholders receive a negative rate of return following the completion of the Business Combination.

Q: What happens if I vote against the Business Combination Proposals?

A: Under the SPAC Articles, if the Business Combination Proposals are not approved and SPAC does not otherwise consummate an alternative Initial Business Combination within the Combination Period, SPAC will be required to dissolve and liquidate the Trust Account by returning the then-remaining funds in such account to the SPAC Public Shareholders.

Q: Do I have redemption rights?

A: Pursuant to the SPAC Articles, a SPAC Public Shareholder may request that SPAC redeem all or a portion of its SPAC Public Shares for cash if the Business Combination is consummated. As a holder of SPAC Public Shares, you will be entitled to exercise your redemption rights if you:

- hold SPAC Public Shares or, if you hold SPAC Public Shares through SPAC Units, you elect to separate your SPAC Units into the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising your redemption rights;
- submit a written request to Continental Stock Transfer & Trust Company, SPAC's transfer agent, in which you (i) request the exercise of your redemption rights with respect to all or a portion of your SPAC Public Shares for cash and (ii) identify yourself as the beneficial holder of the SPAC Public Shares and provide your legal name, phone number, and address; and
- deliver your SPAC Public Shares to Continental Stock Transfer & Trust Company, SPAC's transfer agent, physically or electronically through The Depository Trust Company ("DTC").

Holders must complete the procedures for electing to redeem their SPAC Public Shares in the manner described above prior to 5:00 p.m., Eastern time, on , 2021 (two business days before the SPAC Shareholders' Meeting) in order for their shares to be redeemed.

Holders of SPAC Units must elect to separate the SPAC Units into the underlying SPAC Class A Ordinary Shares and SPAC Public Warrants prior to exercising their redemption rights with respect to the SPAC Public Shares. If SPAC Public Shareholders hold their SPAC Units in an account at a brokerage firm or bank, such SPAC Public Shareholders must notify their broker or bank that they elect to separate the SPAC Units into the underlying SPAC Public Shares and SPAC Public Warrants, or if a holder holds SPAC Units registered in its own name, the holder must contact Continental Stock Transfer & Trust Company, SPAC's transfer agent, directly and instruct it to do so. The redemption rights include the requirement that a holder must identify itself to SPAC in order to validly exercise its redemption rights. **SPAC Public Shareholders may elect to exercise their redemption rights with respect to their SPAC Public Shares even if they vote "FOR" the Proposals**. If the Business Combination is not consummated, the SPAC Public Shares will be returned to the respective holder, broker, or bank. If the Business Combination is consummated, and if a SPAC Public Shareholder properly exercises its redemption right with respect to all or a portion of the SPAC Public Shares that it holds and timely delivers its shares to Continental Stock Transfer & Trust Company, Holdings will redeem the related Holdings Common Shares A for a per share price, payable in cash, equal to the pro rata portion of the Trust Account, calculated as of two business days prior to the consummation of the Business Combination. For illustrative purposes, as of , 2021, this would have amounted to approximately $10.00 per issued and outstanding SPAC Public Share. If a SPAC Public Shareholder exercises its redemption rights in full, then it will not own SPAC Public Shares or Holdings Common Shares A following the redemption. The redemption will take place following the SPAC Merger and, accordingly, it is Holdings Common Shares A that will be redeemed immediately after consummation of the Business Combination. See the subsection entitled "SPAC Shareholders' Meeting — Redemption Rights" for the procedures to be followed if you wish to exercise your redemption rights with respect to your SPAC Public Shares.

Q: Will how I vote affect my ability to exercise redemption rights?

A: No. You may exercise your redemption rights whether you vote your SPAC Class A Ordinary Shares for or against or abstain from voting on the Business Combination Proposals or any other Proposal described in this proxy statement/prospectus. As a result, the Business Combination can be approved by shareholders who will redeem their shares and no longer remain shareholders.

Q: How do I exercise my redemption rights?

A: In order to exercise your redemption rights, you must (a) if you hold your SPAC Class A Ordinary Shares through SPAC Units, elect to separate your SPAC Units into the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising your redemption rights with respect to the SPAC Public Shares and (b) prior to 5:00 p.m., Eastern time, on , 2021 (two business days before the SPAC Shareholders' Meeting), tender your shares physically or electronically and submit a request in writing that your redemption rights with respect to your SPAC Public Shares be exercised to Continental Stock Transfer & Trust Company, SPAC's transfer agent, at the following address:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004-1561
Attention: Mark Zimkind
Email: mzimkind@continentalstock.com

Notwithstanding the foregoing, a SPAC Public Shareholder, together with any of his, her, or its affiliates or any other person with whom it is acting in concert or as a "group" (as defined in Section 13(d)(3) of the

Exchange Act), will be restricted from seeking redemption rights with respect to his, her, or its shares or, if part of such a group, the group's shares, in excess of the 20% threshold. Accordingly, all SPAC Public Shares in excess of the 20% threshold beneficially owned by a SPAC Public Shareholder or group will not be eligible for redemption. In order to determine whether a shareholder is acting in concert or as a group with any other shareholder, SPAC will require each SPAC Public Shareholder seeking to exercise redemption rights to certify to SPAC whether such shareholder is acting in concert or as a group with any other shareholder. Shareholders seeking to exercise their redemption rights and opting to deliver physical certificates should allot sufficient time to obtain physical certificates from the transfer agent and time to effect delivery. It is SPAC's understanding that shareholders should generally allot at least two weeks to obtain physical certificates from the transfer agent. However, SPAC does not have any control over this process and it may take longer than two weeks. Shareholders who hold their shares in street name will have to coordinate with their bank, broker, or other nominee to have the shares certificated or delivered electronically.

Holders of outstanding SPAC Units must separate the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising their redemption rights with respect to the SPAC Public Shares. If you hold SPAC Units registered in your own name, you must deliver the certificate for such units or deliver such units electronically to Continental Stock Transfer & Trust Company with written instructions to separate such units into SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit the mailing of the SPAC Public Share certificates or electronic delivery of the SPAC Public Shares back to you so that you may then exercise your redemption rights with respect to the SPAC Public Shares following the separation of such SPAC Public Shares from the SPAC Units.

If a broker, dealer, commercial bank, trust company, or other nominee holds your SPAC Units, you must instruct such nominee to separate your SPAC Units. Your nominee must send written instructions by facsimile to Continental Stock Transfer & Trust Company. Such written instructions must include the number of SPAC Units to be split and the nominee holding such SPAC Units. Your nominee must also initiate electronically, using DTC's DWAC (deposit withdrawal at custodian) system, a withdrawal of the relevant SPAC Units and a deposit of the corresponding number of SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit your nominee to exercise your redemption rights with respect to the SPAC Public Shares following the separation of such SPAC Public Shares from the SPAC Units. While this is typically done electronically on the same business day, you should allow at least one full business day to accomplish the separation. If you fail to cause your SPAC Public Shares to be separated in a timely manner, you will likely not be able to exercise your redemption rights.

Any demand for redemption, once made, may be withdrawn at any time until the deadline for exercising redemption requests and, thereafter, with SPAC's consent, until the vote is taken with respect to the Business Combination. If you delivered your SPAC Public Shares for redemption to the transfer agent and decide within the required timeframe not to exercise your redemption rights, you may request that the transfer agent return the shares (physically or electronically). You may make such request by contacting SPAC's transfer agent at the email address or address listed under the question "Who can help answer my questions?" below.

Q: What are the U.S. federal income tax consequences of exercising my redemption rights if I am a U.S. Holder?

A: The receipt of cash by a U.S. Holder in redemption of its Holdings Common Shares A will be a taxable event for U.S. federal income tax purposes. It is expected that a redeeming U.S. Holder will be treated as selling its Holdings Common Shares A and will recognize capital gain or loss. There may be certain circumstances, however, in which the redemption will not be treated as a sale of Holdings Common Shares A for U.S. federal income tax purposes, and the redemption will instead be treated as a distribution of cash from Holdings. In particular, the redemption may be treated as a distribution for U.S. federal income tax

purposes depending on the amount of Holdings Common Shares A that such U.S. Holder owns or is deemed to own (including as a result of owning Holdings Warrants). Notwithstanding the foregoing, if SPAC (or, after the SPAC Merger, Holdings) is treated as a "passive foreign investment company" (or "PFIC") under the PFIC rules at any time during a U.S. Holder's holding period of SPAC Class A Ordinary Shares or Holdings Common Shares A, unless a redeeming U.S. Holder has made certain elections, the gain recognized or proceeds received in the redemption may be subject to tax at ordinary income rates and an interest charge under a complex set of computational rules. Please see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—Redemption of Holdings Common Shares A" and "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—Passive Foreign Investment Company Rules" for additional information.

Because the SPAC Merger will occur prior to the redemption of stock from U.S. Holders that exercise their redemption rights, such U.S. Holders will be subject to the potential tax consequences of the SPAC Merger. The tax considerations for U.S. Holders with respect to the SPAC Merger are discussed more fully in the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders —The SPAC Merger".

All holders of SPAC Public Securities considering exercising their redemption rights should consult with their tax advisors with respect to the potential tax consequences to them of the SPAC Merger and the exercise of their redemption rights.

Q: If I am a holder of SPAC Warrants, can I exercise redemption rights with respect to such warrants?

A: No. The holders of SPAC Warrants have no redemption rights with respect to such warrants.

Q: Do I have appraisal rights if I object to the proposed Business Combination?

A: The Cayman Companies Act prescribes when shareholder appraisal rights will be available and sets the limitations on such rights. Where such rights are available, shareholders are entitled to receive fair value for their shares. However, regardless of whether such rights are or are not available, shareholders are still entitled to exercise the rights of redemption as set out in the section entitled "Extraordinary General Meeting of SPAC Shareholders—Redemption Rights" herein, and the SPAC Board has determined that the redemption proceeds payable to shareholders who exercise such redemption rights represents the fair value of those shares. See "Summary of the Proxy Statement/Prospectus – Appraisal Rights" and "The Business Combination – Appraisal Rights" for more information.

Q: What happens to the funds deposited in the Trust Account after consummation of the Business Combination?

A: If the Business Combination is completed, the funds in the Trust Account shall be used first to pay holders of the SPAC Public Shares who validly exercise their redemption rights. The remainder of such funds shall be released to Holdings and used by Holdings (a) to pay any transaction costs associated with the Business Combination Agreement and Business Combination, (b) to pay any taxes and deferred underwriting discounts and commissions from SPAC's IPO and (c) for general corporate purposes of Holdings.

Q: What happens if the Business Combination is not consummated or is terminated?

A: There are certain circumstances under which the Business Combination Agreement may be terminated. See the subsection entitled "The Business Combination — Termination" for additional information regarding the parties' specific termination rights. In accordance with the SPAC Articles, if an Initial Business Combination is not consummated within the Combination Period, SPAC will (a) cease all operations except for the purpose of winding up, (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the SPAC Public Shares, at a per share price, payable in cash, equal to the aggregate

amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to SPAC to pay its taxes (less up to $100,000 of interest to pay dissolution expenses and net of taxes payable), divided by the number of then-outstanding SPAC Public Shares, which redemption will completely extinguish the SPAC Public Shareholders' rights as shareholders (including the right to receive further liquidating distributions, if any), and (c) as promptly as reasonably possible following such redemption, subject to the approval of SPAC's remaining shareholders and the SPAC Board, liquidate and dissolve, subject in each case of (b) and (c) above to SPAC's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

It is expected that the amount of any distribution the SPAC Public Shareholders will be entitled to receive upon SPAC's dissolution will be approximately the same as the amount they would have received if they had redeemed their shares in connection with the Business Combination, subject in each case to SPAC's obligations under Cayman Islands law to provide for claims of creditors and other requirements of applicable law. Holders of the SPAC Class B Ordinary Shares have waived any right to any liquidating distributions with respect to those shares.

In the event of liquidation, there will be no distribution with respect to the outstanding SPAC Warrants. Accordingly, the SPAC Warrants will expire worthless.

In addition, if the Business Combination is not consummated, the Swvl Exchangeable Notes will become convertible solely into Swvl Shares (and not into shares of Holdings).

Q: When is the Business Combination expected to be consummated?

A: It is currently anticipated that the Business Combination will be consummated promptly following the SPAC Shareholders' Meeting to be held on , 2021, *provided* that all the requisite shareholder approvals are obtained and other conditions to the consummation of the Business Combination have been satisfied or waived. For a description of the conditions for the completion of the Business Combination, see the subsection entitled "The Business Combination — Conditions to Consummation of the Business Combination Agreement."

Q: What do I need to do now?

A: You are urged to read carefully and consider the information included in this proxy statement/prospectus, including the section entitled "Risk Factors" and the annexes attached to this proxy statement/prospectus, and to consider how the Business Combination will affect you as a shareholder. If you are a SPAC shareholder, you should then vote as soon as possible in accordance with the instructions provided in this proxy statement/prospectus and on the enclosed proxy card or, if you hold your shares through a brokerage firm, bank, or other nominee, on the voting instruction form provided by the broker, bank, or nominee.

Q: How do I vote?

A: If you were a holder of record of SPAC Class A Ordinary Shares or SPAC Class B Ordinary Shares on , 2021, the record date for the SPAC Shareholders' Meeting, you may vote with respect to the Proposals online at the SPAC Shareholders' Meeting or by completing, signing, dating, and returning the enclosed proxy card in the postage-paid envelope provided. If you hold your shares in "street name," which means your shares are held of record by a broker, bank, or other nominee, you should follow the instructions provided by your broker, bank, or nominee to ensure that votes related to the shares you beneficially own are properly counted. In this regard, you must provide the record holder of your shares with instructions on how to vote your shares or, if you wish to virtually attend the SPAC Shareholders' Meeting and vote online, obtain a proxy from your broker, bank, or nominee.

Q: What will happen if I abstain from voting or fail to vote at the SPAC Shareholders' Meeting?

A: At the SPAC Shareholders' Meeting, a properly executed proxy marked "ABSTAIN" with respect to a particular proposal will count as present for purposes of determining whether a quorum is present. For purposes of approval, failure to vote or an abstention will have no effect on the Proposals (assuming a quorum is present).

Q: What will happen if I sign and submit my proxy card without indicating how I wish to vote?

A: Signed and dated proxies received by SPAC without an indication of how the shareholder intends to vote on a proposal will be voted "FOR" each Proposal being submitted to a vote of the shareholders at the SPAC Shareholders' Meeting.

Q: If I am not going to attend the SPAC Shareholders' Meeting, should I submit my proxy card instead?

A: Yes. Whether you plan to attend the SPAC Shareholders' Meeting or not, please read this proxy statement/prospectus carefully, and vote your shares by completing, signing, dating, and returning the enclosed proxy card in the postage-paid envelope provided.

Q: If my shares are held in "street name," will my broker, bank, or nominee automatically vote my shares for me?

A: No. Under the rules of various national and regional securities exchanges, your broker, bank, or nominee cannot vote your shares with respect to non-discretionary matters unless you provide instructions on how to vote in accordance with the information and procedures provided to you by your broker, bank, or nominee. SPAC believes the Proposals presented to SPAC's shareholders will be considered non-discretionary and therefore your broker, bank, or nominee cannot vote your shares without your instruction. Your bank, broker, or other nominee can vote your shares only if you provide instructions on how to vote. You should instruct your broker to vote your shares in accordance with directions you provide.

Q: May I change my vote after I have submitted my executed proxy card?

A: Yes. You may change your vote by sending a later-dated, signed proxy card to SPAC at the address listed below so that it is received by SPAC prior to the SPAC Shareholders' Meeting or by attending the SPAC Shareholders' Meeting in person or online and voting there. You also may revoke your proxy by sending a notice of revocation to SPAC, which must be received prior to the SPAC Shareholders' Meeting.

Q: What should I do if I receive more than one set of voting materials?

A: You may receive more than one set of voting materials, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction forms. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction form for each brokerage account in which you hold shares. If you are a holder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date, and return each proxy card and voting instruction form that you receive in order to cast your vote with respect to all of your shares.

Q: Who can help answer my questions?

A: If you have questions about the Proposals or if you need additional copies of the proxy statement/prospectus or the enclosed proxy card you should contact:

Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 10001
Email: info@queensgambitspac.com
Tel: (917) 907-4618

You may also contact SPAC's proxy solicitor at:

Morrow Sodali LLC
470 West Avenue
Stamford, Connecticut 06902
Telephone: (800) 662-5200
(bank and brokers call collect at (203) 658-9400)
Email: GMBT.info@investor.morrowsodali.com

To obtain timely delivery, SPAC's shareholders must request the materials no later than five business days prior to the SPAC Shareholders' Meeting.

You may also obtain additional information about SPAC from documents filed with the SEC by following the instructions in the section entitled "Where You Can Find Additional Information."

If you intend to seek redemption of your SPAC Public Shares, you will need to send a letter demanding redemption and deliver your shares (either physically or electronically) to SPAC's transfer agent at least two business days prior to the SPAC Shareholders' Meeting in accordance with the procedures detailed under the question "How do I exercise my redemption rights?" If you have questions regarding the certification of your position or delivery of your shares, please contact:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004-1561
Attention: Mark Zimkind
Email: mzimkind@continentalstock.com

Q: Who will solicit and pay the cost of soliciting proxies?

A: The SPAC Board is soliciting your proxy to vote your SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares on all matters scheduled to come before the SPAC Shareholders' Meeting. SPAC will pay the cost of soliciting proxies for the SPAC Shareholders' Meeting. SPAC has engaged Morrow Sodali LLC to assist in the solicitation of proxies for the SPAC Shareholders' Meeting. SPAC has agreed to pay Morrow Sodali LLC a fee of $37,500, plus disbursements. SPAC will reimburse Morrow Sodali LLC for reasonable out-of-pocket expenses and will indemnify Morrow Sodali LLC and its affiliates against certain claims, liabilities, losses, damages, and expenses. SPAC will also reimburse banks, brokers, and other custodians, nominees, and fiduciaries representing beneficial owners of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares for their expenses in forwarding soliciting materials to beneficial owners of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares and in obtaining voting instructions from those owners. SPAC's directors and officers may also solicit proxies by telephone, by facsimile, by mail, on the Internet, or in person. They will not be paid any additional amounts for soliciting proxies.

SUMMARY OF THE PROXY STATEMENT/PROSPECTUS

This summary highlights selected information from this proxy statement/prospectus and may not contain all the information that is important to you. To understand the Business Combination fully and for a more complete description of the legal terms of the Business Combination, you should carefully read this entire proxy statement/prospectus and the other documents to which you are referred. For more information, see the section entitled "Where You Can Find Additional Information."

Parties to the Business Combination

SPAC

SPAC is a Cayman Islands exempted company formed on December 9, 2020 for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization, or similar business combination involving SPAC and one or more businesses.

The SPAC Class A Ordinary Shares, SPAC Public Warrants, and SPAC Units, consisting of one SPAC Class A Ordinary Share and one-third of one SPAC Public Warrant, are traded on Nasdaq under the ticker symbols "GMBT," "GMBTW," and "GMBTU," respectively. The parties anticipate that, following the Business Combination, the Holdings Common Shares A and Holdings Warrants will be listed on Nasdaq under the symbols "SWVL" and "SWVLW," respectively, and the SPAC Units, SPAC Class A Ordinary Shares, and SPAC Warrants will cease trading on Nasdaq and will be deregistered under the Exchange Act upon the SPAC Merger Closing.

The mailing address of SPAC's principal executive office is 55 Hudson Yards, 44th Floor, New York, NY 10001, and the telephone number is (917) 907-4618.

For more information about SPAC, see the sections entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of SPAC*," "*Information About SPAC*," and the financial statements of SPAC included herein.

Swvl

Swvl is a technology-driven disruptive mobility company that aims to provide reliable, safe, cost-effective and environmentally responsible mass transit solutions. Swvl's mission is to identify and solve inefficiencies associated with low-quality or sometimes non-existent public transportation infrastructure in urban areas that are in critical need of such services. Swvl's technology and services provide commuters, travelers and businesses with a valuable alternative to traditional public transportation, taxi companies or other ridesharing companies. Through its Swvl platform, Swvl provides thousands of riders per day with a dynamically-routed self-optimizing network of minibuses and other vehicles, helping people get where they need to go.

The mailing address of Swvl's principal executive office is The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates, and the telephone number is +971 42241293.

For more information about Swvl, see the sections entitled "*Information About Swvl*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl*" and the financial statements of Swvl included herein.

Holdings

Holdings is a wholly owned subsidiary of Swvl formed solely for the purpose of effecting the Business Combination and to serve as the publicly traded parent company of Swvl following the Closing. Holdings was incorporated under the laws of the British Virgin Islands on July 23, 2021. Holdings owns no material assets and does not operate any business.

The mailing address of Holdings' principal executive office is The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates, and the telephone number is +971 42241293.

Cayman Merger Sub

Cayman Merger Sub is a wholly owned subsidiary of Holdings formed solely for the purpose of effecting the SPAC Merger. Cayman Merger Sub was organized under the laws of the Cayman Islands on June 22, 2021. Cayman Merger Sub owns no material assets and does not operate any business. In connection with the SPAC Merger, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger surviving the SPAC Merger and becoming the sole owner of BVI Merger Sub.

The mailing address of Cayman Merger Sub's principal executive office is The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates, and the telephone number is +971 42241293.

BVI Merger Sub

BVI Merger Sub is a wholly owned subsidiary of SPAC formed solely for the purpose of effecting the Company Merger. BVI Merger Sub was incorporated under the laws of the British Virgin Islands on July 15, 2021. BVI Merger Sub owns no material assets and does not operate any business. In connection with the Business Combination, the entire issued share capital of BVI Merger Sub will be distributed by Cayman Merger Sub to Holdings, following which BVI Merger Sub will merge with and into Swvl, with Swvl continuing as the surviving entity.

The mailing address of BVI Merger Sub's principal executive office is 55 Hudson Yards, 44th Floor, New York, NY 10001, and the telephone number is (917) 907-4618.

The Business Combination

On July 28, 2021, SPAC, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the Business Combination Agreement. Pursuant to the Business Combination Agreement, and subject to the terms and conditions contained therein, the Business Combination will be effected in four steps: (a) in accordance with the Cayman Companies Act at the SPAC Merger Effective Time, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger Sub surviving the SPAC Merger and becoming the sole owner of BVI Merger Sub; (b) concurrently with the consummation of the SPAC Merger, and subject to the BVI Companies Act, Holdings will redeem each Holdings Common Share A and each Holdings Common Share B issued and outstanding immediately prior to the SPAC Merger for par value, (c) following the SPAC Merger and subject to the Cayman Companies Act and the BVI Companies Act, the SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings, and (d) following the BVI Merger Sub Distribution, but no earlier than one business day after the SPAC Merger, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into Swvl, with Swvl surviving the Company Merger as a wholly owned Subsidiary of Holdings.

For more information about the Business Combination Agreement and the Business Combination and other transactions contemplated thereby, see the section entitled "The Business Combination."

The SPAC Merger

At the SPAC Merger Effective Time, which will occur not less than one business day prior to the Company Merger:

- by virtue of the SPAC Merger and without any action on the part of SPAC, Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of any of the following securities:
    - each then-outstanding Cayman Merger Sub Common Share will be automatically converted into one share of the SPAC Surviving Company, which will constitute the only outstanding shares of the SPAC Surviving Company;
    - each then-outstanding SPAC Class A Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A; and
    - each then-outstanding SPAC Class B Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B;
- each then-outstanding fraction of or whole SPAC Warrant will be automatically assumed and converted into a fraction or whole Holdings Warrant, as the case may be, to acquire (in the case of a whole Holdings Warrant) one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrants; and
- without duplication of the foregoing, each then-outstanding SPAC Unit, comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, will be automatically cancelled, extinguished and converted into a new Holdings Unit, comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

The Company Merger

At the Company Merger Effective Time:

- by virtue of the Company Merger and without any action on the part of Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of any of the following securities:
    - each then-outstanding BVI Merger Sub Common Share will be automatically cancelled, extinguished and converted into one share no par value in the Swvl Surviving Company, which shall constitute the only issued and outstanding shares of the Swvl Surviving Company;
    - all Swvl Shares held in the treasury of Swvl will be automatically cancelled and extinguished, and no consideration shall be delivered or deliverable in exchange therefor; and
    - each then-outstanding Swvl Share will be automatically cancelled, extinguished and converted into the right to receive (x) a number of Holdings Common Shares A equal to the Exchange Ratio and (y) upon an Earnout Triggering Event (or the date on which a Change of Control occurs), the Per Share Earnout Consideration (with any fractional share to which any holder of Swvl Shares would otherwise be entitled rounded down to the nearest whole share), in each case, without interest;
- each then-outstanding and unexercised Swvl Option, whether or not vested, will be assumed and converted into (i) an Exchanged Option and (ii) a number of Earnout RSUs in respect of a number of Earnout RSU Shares that will be issued in settlement of Earnout RSUs, as described in the section entitled "*Earnout*" below, equal to the number of Swvl Common Shares B subject to such Swvl Option (assuming payment in cash of the exercise price of such Swvl Option) immediately prior to the Company Merger Effective Time multiplied by the Per Share Earnout Consideration;

- the Swvl Convertible Notes, other than any Swvl Exchangeable Notes, will convert into the right to receive Holdings Common Shares A as if such Swvl Convertible Notes had first converted into Swvl Common Shares A in accordance with their terms immediately prior to the Company Merger Effective Time and immediately thereafter each such Swvl Common Share A was cancelled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio;
- each Swvl Exchangeable Note will be exchanged for a number of Holdings Common Shares A at an exchange price of $8.50 per share;
- in accordance with the Holdings A&R Articles, each then-outstanding Holdings Common Share B will be converted, on a one-for-one basis, into one Holdings Common Share A; and
- pursuant to their terms, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time will be automatically separated in accordance with the Holdings A&R Articles.

Earnout

During the Earnout Period, Holdings may issue up to an aggregate of 15,000,000 additional shares of Holdings Common Shares A to Eligible Swvl Equityholders in three equal tranches upon the occurrence of each Earnout Triggering Event (or earlier Change of Control). The portion of such Holdings Common Shares A issuable to Eligible Swvl Equityholders who hold Swvl Options will instead be issued to such holders as Earnout RSUs at the Company Merger Effective Time, which will be subject to potential forfeiture and which will be able to be settled in Holdings Common Shares A upon the occurrence of the applicable Earnout Triggering Events (or earlier Change of Control). Please see the section entitled “The Business Combination — Earnout” for additional information.

Conditions to Closing

The obligations of Swvl, Holdings, Cayman Merger Sub, BVI Merger Sub and SPAC to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following conditions:

- the Written Consents having been delivered to SPAC;
- the Required SPAC Proposals having each been approved and adopted by the requisite affirmative vote of SPAC shareholders at the SPAC Shareholders’ Meeting in accordance with this proxy statement/prospectus, the Cayman Companies Act, SPAC Articles and the rules and regulations of Nasdaq;
- no governmental authority having enacted, issued, enforced or entered any law or governmental order which is then in effect and has the effect of making the transactions contemplated by the Business Combination Agreement illegal or otherwise prohibiting the consummation of such transactions;
- the approval of the Competition Commission of Pakistan having been obtained;
- the Registration Statement of which this proxy statement/prospectus forms a part having been declared effective and no stop order suspending the effectiveness of the Registration Statement being in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement having been initiated or threatened by the SEC and not having been withdrawn;
- the Holdings Common Shares A, including those to be issued pursuant to the Business Combination Agreement (including the Earnout Shares) and the Subscription Agreements, and the Holdings Common Shares A and Holdings Warrants (and the Holdings Common Shares A issuable upon exercise thereof) to be issued in connection with the SPAC Merger having been approved for listing on the Selected Stock Exchange, subject only to official notice of issuance thereof;

- the Holdings Common Shares A not constituting "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act; and
- the SPAC Merger having been consummated in accordance with the Business Combination Agreement.

The obligations of SPAC and BVI Merger Sub to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following additional conditions:

- the accuracy of the representations and warranties of Swvl as determined in accordance with the Business Combination Agreement;
- (i) Swvl having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them on or prior to the SPAC Merger Effective Time; and
- Swvl having delivered to SPAC a customary officer's certificate, dated as of the Closing Date, certifying as to the satisfaction of certain conditions specified in the Business Combination Agreement.

The obligation of Swvl to consummate the Company Merger is subject to the satisfaction or waiver (where permissible) at or prior to Company Merger Effective Time of the following additional conditions:

- the accuracy of the representations and warranties of SPAC and BVI Merger Sub as determined in accordance with the Business Combination Agreement;
- (i) each of SPAC and BVI Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them following the SPAC Merger Effective time and on or prior to the Company Merger Effective Time;
- SPAC having delivered to Swvl a customary officer's certificate, dated as of the Closing Date, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of certain conditions specified in the Business Combination Agreement;
- SPAC having made all necessary and appropriate arrangements with Continental Stock Transfer & Trust Company, acting as trustee, to have all of the funds in the Trust Account disbursed to SPAC or Holdings prior to the Company Merger Effective Time, and all such funds released from the Trust Account being available to SPAC or Holdings in respect of all or a portion of the payment obligations set forth in the Business Combination Agreement;
- SPAC or Holdings, as applicable, having provided the holders of SPAC Class A Ordinary Shares with the opportunity to make redemption elections with respect to their SPAC Class A Ordinary Shares pursuant to redemption rights provided in the SPAC Articles in connection with the Business Combination;
- as of the Closing, after consummation of the PIPE Financing (plus any amount of cash pre-funded by the PIPE Investors as an investment in Swvl) and after the distribution of the funds in the Trust Account (and deducting all amounts to be paid pursuant to the exercise of redemption rights of SPAC Public Shareholders), SPAC and Holdings collectively having cash on hand equal to or in excess of

$185,000,000 (without, for the avoidance of doubt, taking into account (i) any transaction fees, costs and expenses paid or required to be paid (including Swvl Expenses and SPAC Expenses) in connection with the transactions contemplated by the Business Combination Agreement and the PIPE Financing) or (ii) any cash held by Swvl or any of its Subsidiaries; and

- Holdings having instructed the registered agent of Holdings to file the Holdings Public Company Articles with the Registry of Corporate Affairs of the British Virgin Islands, such that the Holdings Public Company Articles become effective at the Company Merger Effective Time.

Regulatory Matters

None of SPAC, Holdings or the Company is aware of any material regulatory approvals or actions that are required for completion of the Business Combination, other than as required by the Competition Commission of Pakistan. It is anticipated that the required filing with the Competition Commission of Pakistan will be made in September 2021. For more information, see the section entitled "*Regulatory Approvals*." It is presently contemplated that if any additional regulatory approvals or actions are required, those approvals or actions will be sought. There can be no assurance, however, that any such additional approvals or actions will be obtained.

Related Agreements

Support Agreements

Certain of the Swvl Shareholders have delivered to SPAC transaction support agreements (the "Swvl Transaction Support Agreements"), pursuant to which, among other things, (x) the holders of Swvl Shares have agreed to execute and deliver written consents within three business days of this Registration Statement becoming effective and (y) the holders of the Swvl Convertible Notes (other than the Swvl Exchangeable Notes) have agreed to the conversion of such Swvl Convertible Notes in accordance with the terms and conditions of the Company Transaction Support Agreement and the Business Combination Agreement.

The Key SPAC Shareholders have delivered to the Company shareholder support agreements (the "SPAC Shareholder Support Agreements"), pursuant to which, among other things, such shareholders have agreed to vote any SPAC Class A Ordinary Shares held by them at the time of signing the SPAC Shareholder Support Agreements in favor of the adoption and approval of the Business Combination Agreement and the Transactions and not to redeem such SPAC shares.

For more information, see the section entitled "*The Business Combination—Related Agreements*".

Holdings Shareholder Agreement

Concurrently with the execution and delivery of the Business Combination Agreement, certain persons who will become shareholders of Holdings following the Closing (the "Holdings Key Shareholders") entered into a shareholder agreement (the "Holdings Shareholder Agreement"), pursuant to which such persons have agreed to act to establish certain board appointment and corporate governance rights, and to enter into voting commitments, with respect to Holdings, on the terms and subject to the conditions thereof.

For more information, see the section entitled "*The Business Combination—Related Agreements*".

Registration Rights Agreement

Concurrently with the execution and delivery of the Business Combination Agreement, Swvl, SPAC, Holdings, the Sponsor and certain security holders of Swvl (the "Reg Rights Holders") entered into a registration rights agreement (the "Registration Rights Agreement") with respect to certain securities of Holdings held by the Reg Rights Holders (the "Registrable Securities").

For more information, see the section entitled "*The Business Combination—Related Agreements*".

Lock-Up Agreements

Concurrently with the execution and delivery of the Business Combination Agreement, security holders of Swvl and directors and/or officers of Swvl who are expected to serve as directors and/or officers of Holdings upon the Closing (collectively, the "Lock-Up Holders") entered into lock-up agreements with respect to the Holdings Common Shares A (the "Lock-Up Agreements").

For more information, see the section entitled "*The Business Combination—Related Agreements*".

Sponsor Agreement

Concurrently with the execution of the Business Combination Agreement, the Sponsor entered into a letter agreement (the "Sponsor Agreement") with SPAC and Swvl pursuant to which, among other things, the Sponsor agreed to (a) waive the anti-dilution rights set forth in the organizational documents of SPAC and (following the SPAC Merger) Holdings, as applicable, (b) vote all shares of SPAC held by it in favor of the Proposals, and (c) not redeem any shares of SPAC held by Sponsor (or any shares of Holdings received in connection with the SPAC Merger).

PIPE Financing

In connection with the execution of the Business Combination Agreement, on July 28, 2021, SPAC, Holdings and, in some cases, the Company entered into subscription agreements (collectively, the "PIPE Subscription Agreements") with a number of investors (collectively, the "PIPE Investors"), pursuant to which the PIPE Investors agreed to purchase, and Holdings agreed to sell to the PIPE Investors, an aggregate of up to 10 million newly issued Holdings Common Shares A for a purchase price of $10.00 per share (the "PIPE Shares") in a private placement for an aggregate purchase price of $100.0 million in the PIPE Financing.

The closing of the sale of the PIPE Shares pursuant to the PIPE Subscription Agreements will take place substantially concurrently with the Closing and is contingent upon, among other customary closing conditions, the subsequent consummation of the Business Combination. The purpose of the PIPE Financing is to raise additional capital for use by the post-combination company following the Closing.

On August 25, 2021, eight PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing Swvl Exchangeable Notes. At the Closing, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of the applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes. As a result, the PIPE Investors will fund $64.5 million at the Company Merger Effective Time pursuant to the PIPE Subscription Agreements. The issuance of the Swvl Exchangeable Notes was not registered under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

For more information, see the section entitled "*The Business Combination—Related Agreements*".

Ownership of Holdings After the Closing

Immediately following the consummation of the Business Combination, the securities of Holdings will be held by the Swvl Shareholders, the SPAC Public Shareholders, the PIPE Investors and the Sponsor. The exact equity stakes of such persons will depend on various factors. Set forth below are illustrative examples of the post-closing equity stakes of such persons based on various assumptions described below.

If we (a) assume that (i) no SPAC Public Shareholders elect to have their SPAC Public Shares redeemed, (ii) there are no other issuances of equity interests of SPAC or Swvl, (iii) none of the Sponsor or the Swvl Shareholders purchase SPAC Class A Ordinary Shares in the open market, and (iv) all Exchanged Options are exercised using cash and (b) do not take into account (i) Holdings Warrants that will remain outstanding following the Business Combination and may be exercised at a later date or (ii) the Earnout Shares or the Earnout RSUs, the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 65% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 34,500,000 Holdings Common Shares A, or approximately 22% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 7% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A.

If we assume the maximum redemptions scenario described under the section entitled “Unaudited Pro Forma Condensed Combined Financial Information,” (i.e., 30,639,823 SPAC Public Shares are redeemed), and the assumptions set forth in the foregoing clauses (a)(ii)–(iv) and (b) remain true, the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 81% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 3,860,177 Holdings Common Shares A, or approximately 3% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 9% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 7% of the outstanding Holdings Common Shares A.

The ownership percentages with respect to Holdings set forth above do not take into account SPAC Warrants that will convert into Holdings Warrants in the Business Combination, but do include the SPAC Class B Ordinary Shares, which will convert into Holdings Common Shares B in the SPAC Merger, with such Holdings Common Shares B converting into Holdings Common Shares A upon the Company Merger. If the facts are different than these assumptions, the percentage ownership retained by SPAC’s existing shareholders in Holdings following the Business Combination will be different. For example, if we assume that all outstanding 11,500,000 SPAC Public Warrants and 5,933,333 SPAC Private Placement Warrants were exercisable and exercised following completion of the Business Combination and further assume that no SPAC Public Shareholders elect to have their SPAC Public Shares redeemed (and each other assumption set forth in the foregoing clauses (a) and (b) remain true), then the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 101,591,814 Holdings Common Shares A, or approximately 59% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 46,000,000 Holdings Common Shares A, or approximately 27% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A; and

- the Sponsor will own 14,558,333 Holdings Common Shares A, or approximately 8% of the outstanding Holdings Common Shares A.

The Holdings Warrants will become exercisable on the later of 30 days after the completion of the Business Combination and January 22, 2022 and will expire five years after the completion of the Business Combination or earlier upon their redemption or liquidation.

Additionally, if we assume the issuance of the maximum amount of Earnout Shares (and each other assumption set forth in the foregoing clauses (a) and (b) remains true), then the ownership of Holdings upon completion of the Business Combination would be as follows:

- the Swvl Shareholders will own 116,591,814 Holdings Common Shares A, or approximately 68% of the outstanding Holdings Common Shares A;
- the SPAC Public Shareholders will own 34,500,000 Holdings Common Shares A, or approximately 20% of the outstanding Holdings Common Shares A;
- the PIPE Investors will own 10,626,471 Holdings Common Shares A, or approximately 6% of the outstanding Holdings Common Shares A; and
- the Sponsor will own 8,625,000 Holdings Common Shares A, or approximately 5% of the outstanding Holdings Common Shares A.

Please see the section entitled “Unaudited Pro Forma Condensed Combined Financial Information” for further information.

Board of Directors of Holdings After the Closing

During the period between the SPAC Merger and the Closing, the Holdings Board will be comprised solely of the directors of SPAC as of immediately prior to the SPAC Merger Effective Time.

Immediately after the Closing, the Holdings Board will be divided into three separate classes, designated as follows:

- the Class I directors will be Esther Dyson, and their terms will expire at the annual general meeting of shareholders to be held in 2022;
- the Class II directors will be Lone Fonss Schroder, and their terms will expire at the annual general meeting of shareholders to be held in 2023; and
- the Class III directors will be Mostafa Kandil, Victoria Grace and and their terms will expire at the annual general meeting of shareholders to be held in 2024.

For additional information, please see the section entitled “*Management After the Business Combination*.”

Satisfaction of 80% Test

It is a requirement under the SPAC Articles and Nasdaq listing requirements that the business or assets acquired in SPAC’s Initial Business Combination have an aggregate fair market value equal to at least 80% of the net assets held in the Trust Account (net of amounts disbursed to management for working capital purposes and excluding the amount of any deferred underwriting discounts held in trust and taxes payable on the income earned on the Trust Account, if any) at the time of SPAC signing a definitive agreement in connection with its Initial Business Combination.

As of July 28, 2021, the date of the execution of the Business Combination Agreement, the fair value of marketable securities held in the Trust Account was approximately $345 million (excluding approximately $10.0 million of deferred underwriting commissions and taxes payable on the income earned on the Trust Account) and 80% thereof represents approximately $276 million. In reaching its conclusion that the Business Combination meets the 80% asset test, the SPAC Board considered the enterprise value of Swvl of approximately $1.1 billion, which was implied based on the terms of the transactions agreed to by the parties in negotiating the Business Combination. The enterprise value consists of a common equity value of approximately $1.5 billion and $405 million of net cash. In determining whether the enterprise value described above represents the fair market value of Swvl, the SPAC Board considered all of the factors described in this section and the section of this proxy statement/prospectus entitled "The Business Combination" and the fact that the purchase price for Swvl was the result of an arm's length negotiation. As a result, the SPAC Board concluded that the fair market value of the business acquired was in excess of 80% of the assets held in the Trust Account (excluding the amount of any deferred underwriting discounts held in trust and taxes payable on the income earned on the Trust Account, if any). In light of the financial background and experience of the members of SPAC's management team and the SPAC Board, the SPAC Board believes that the members of its management team and the SPAC Board are qualified to determine whether the Business Combination meets the 80% asset test.

Date, Time and Place of SPAC Shareholders' Meeting

The SPAC Shareholders' Meeting will be held both in person on , 2021 at Eastern time at the offices of Vinson & Elkins L.L.P., located at 1114 Avenue of the Americas, 32nd Floor, New York, NY 10036 and virtually pursuant to the procedures described in this proxy statement/prospectus, or such other date, time and place to which such meeting may be adjourned or postponed, to consider and vote upon the proposals.

Proposals at the SPAC Shareholders' Meeting

At the SPAC Shareholders' Meeting, SPAC shareholders will vote on the following proposals:

- *Proposal No. 1 — The SPAC Merger Proposal* — a proposal to approve by special resolution the SPAC Merger and the Cayman Plan of Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring prior to the Closing Date, including the appointment of the Holdings Board following the SPAC Merger Effective Time and the adoption of the Holdings A&R Articles.
- *Proposal No. 2 — The Company Merger Proposal* — a proposal to approve as an ordinary resolution the Company Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date, including the appointment of the Holdings Board following the Company Merger Effective Time and the adoption of the Holdings Public Company Articles (to include the change of name of Holdings).
- *Proposal No. 3 — The Advisory Organizational Documents Proposal* — a proposal to approve, on a non-binding advisory basis, by ordinary resolution, the governance provisions contained in the Holdings Public Company Articles that materially affect SPAC shareholders' rights.
- *Proposal No. 4* — The Adjournment Proposal — a proposal, if put, to approve by ordinary resolution the adjournment of the SPAC Shareholders' Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the SPAC Merger Proposal, the Company Merger Proposal or the Advisory Organizational Documents Proposal.

The Business Combination cannot be completed unless SPAC shareholders approve the SPAC Merger Proposal and the Company Merger Proposal at the SPAC Shareholders' Meeting. In the event the Adjournment Proposal is put forth at the SPAC Shareholders' Meeting, it will be the first and only Proposal voted upon and none of the SPAC Merger Proposal, the Company Merger Proposal, nor the Advisory Organizational Documents Proposal will be submitted to the SPAC shareholders for a vote.

Recommendation of SPAC Board of Directors

The SPAC Board has unanimously determined that each of the SPAC Merger Proposal, the Company Merger Proposal, the Advisory Organizational Documents Proposal and the Adjournment Proposal (if put) is in the best interests of SPAC and SPAC shareholders and unanimously recommends that SPAC shareholders vote "FOR" each Proposal being submitted to a vote of the shareholders at the SPAC Shareholders' Meeting.

For a description of the SPAC Board's reasons for its approval of the Business Combination and for its recommendation to SPAC shareholders, see the section entitled "*The Business Combination—SPAC Board's Reasons for the Approval of the Business Combination*."

Voting Power; Record Date

Only SPAC shareholders of record at the close of business on , 2021, the record date for the SPAC Shareholders' Meeting, will be entitled to vote at the SPAC Shareholders' Meeting. Each SPAC shareholder is entitled to one vote for each SPAC Ordinary Share registered in its name as of the close of business on the record date. On the record date, there were SPAC Ordinary Shares outstanding, of which are SPAC Class A Ordinary Shares held by the SPAC Public Shareholders and are SPAC Class B Ordinary Shares held by the Sponsor.

Quorum and Required Vote for Proposals at the SPAC Shareholders' Meeting

A quorum of SPAC shareholders is necessary to hold a valid meeting. A quorum will be present at the SPAC Shareholders' Meeting if holders of a majority of the outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote thereat attend virtually or in person or are represented by proxy at the SPAC Shareholders' Meeting. Abstentions will count as present for the purposes of establishing a quorum.

Approval of the SPAC Merger Proposal requires the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of two thirds of the then-outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares who, being entitled to do so, vote in person or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting, voting as a single class. Approval of all other Proposals requires the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the outstanding shares of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually cast thereon at the SPAC Shareholders' Meeting, voting as a single class.

Accordingly, a shareholder's failure to vote by proxy or to vote online at the SPAC Shareholders' Meeting will not, if a valid quorum is established, have any effect on the outcome of any vote on any of the Proposals. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the SPAC Shareholders' Meeting (assuming a quorum is present).

Interests of Certain Persons in the Business Combination

In considering the SPAC Board's recommendation to vote in favor of the approval of the Business Combination Proposals, SPAC shareholders should be aware that aside from their interests as shareholders, the

Sponsor and certain of SPAC's directors and officers have interests in the Business Combination that are different from, or in addition to, those of other SPAC shareholders generally. The SPAC Board was aware of and considered these interests, among other matters, in evaluating and negotiating the Business Combination, and in recommending to SPAC shareholders that they approve the Business Combination. SPAC shareholders should take these interests into account in deciding whether to approve the Business Combination. See the subsection entitled "The Business Combination — Interests of Certain Persons in the Business Combination" for additional information. The SPAC Board was aware of and considered these interests, among other matters, in recommending that SPAC Shareholders vote "FOR" each of the Proposals. These interests include, among other things:

- the fact that the Sponsor and SPAC's directors and officers have agreed not to redeem any SPAC Class A Ordinary Shares held by them in connection with a shareholder vote to approve the Business Combination;
- the fact that the Sponsor and SPAC's directors and officers have agreed to waive their rights to liquidating distributions from the Trust Account with respect to any SPAC Class B Ordinary Shares held by them if SPAC fails to complete an Initial Business Combination within the Combination Period, resulting in a loss of approximately $ based on the Trust Account balance as of , 2021;
- the fact that if the Trust Account is liquidated, including in the event SPAC is unable to complete an Initial Business Combination within the required time period, the Sponsor has agreed to indemnify SPAC to ensure that the proceeds in the Trust Account are not reduced below $10.00 per SPAC Public Share, or such lesser amount per SPAC Public Share as is in the Trust Account on the liquidation date, by the claims of (a) any third party (other than SPAC's independent registered public accounting firm) for services rendered or products sold to SPAC or (b) a prospective target business with which SPAC has entered into a letter of intent, confidentiality, or other similar agreement or business combination agreement, but only if such a third party or target business has not executed a waiver of all rights to seek access to the Trust Account;
- the fact that the Sponsor paid an aggregate of $25,000, or approximately $0.003 per share, for 8,625,000 SPAC Class B Ordinary Shares and that such SPAC Class B Ordinary Shares will have a significantly higher value at the time of the Business Combination, which, if unrestricted and freely tradable, would be valued at approximately $, based on the most recent closing price of the SPAC Class A Ordinary Shares of $ per share on , 2021;
- the fact that the Sponsor paid an aggregate of $8,900,000, or approximately $1.50 per warrant, for 5,933,333 SPAC Private Placement Warrants to purchase SPAC Class A Ordinary Shares and that such SPAC Private Placement Warrants will expire worthless if an Initial Business Combination is not consummated within the Combination Period;
- the fact that up to an aggregate amount of $1,500,000 of any amounts outstanding under any working capital loans made by the Sponsor or any of its affiliates to SPAC may be converted into SPAC Warrants to purchase SPAC Class A Ordinary Shares at a price of $1.50 per warrant at the option of the lender (as of the date of this proxy statement/prospectus, there were no amounts outstanding under any working capital loans);
- the anticipated designation of Victoria Grace, SPAC's Chief Executive Officer and member of the SPAC Board, and Lone Fonss Schroder, a member of the SPAC Board, as directors of Holdings following the Business Combination;
- the fact that Victoria Grace is Chief Executive Officer and Managing Member of the Sponsor and may be deemed to have or share beneficial ownership of the SPAC Class B Ordinary Shares held directly by the Sponsor;

- the fact that, prior to the signing of the Business Combination Agreement, Victoria Grace also served as a member of the board of directors of VNV Global, an affiliate of a significant existing shareholder of Swvl;
- the fact that Lone Fonss Schroder also serves as Chief Executive Officer of Concordium AG, an affiliate of the Concordium Foundation, a PIPE Investor;
- the continued indemnification of SPAC's existing directors and officers under the Holdings Memorandum and Articles and the continuation of SPAC's directors' and officers' liability insurance after the Business Combination;
- the fact that Holdings has agreed to indemnify Sponsor for certain losses incurred in connection with actions arising out of the Transactions;
- the fact that the Sponsor will lose its entire investment in SPAC if an Initial Business Combination is not completed within the Combination Period;
- the fact that the Sponsor will benefit from the completion of a business combination and may be incentivized to complete an acquisition of a less favorable target company or on terms less favorable to shareholders rather than liquidate;
- the fact that the Sponsor and SPAC's officers and directors will be reimbursed for out-of-pocket expenses incurred in connection with activities on SPAC's behalf, such as identifying potential target businesses and performing due diligence on suitable business combinations, which expenses were approximately $ as of , 2021;
- the fact that SPAC's directors and officers are, or may in the future become, affiliated with entities that are engaged in a similar business to SPAC; for example, in February 2021, SPAC's directors and officers launched Queen's Gambit Growth Capital II, a new blank check company incorporated for the purpose of effecting a business combination;
- the terms and provisions of the Related Agreements as set forth in detail under the section entitled "The Business Combination — Related Agreements"; and
- the fact that given the differential in the purchase price that the Sponsor paid for the SPAC Class B Ordinary Shares as compared to the price of the SPAC Units sold in SPAC's IPO and the 8,625,000 Holdings Common Shares A that the Sponsor will receive upon conversion of the SPAC Class B Ordinary Shares in connection with the Business Combination, the Sponsor and its affiliates may earn a positive rate of return on their investment even if the Holdings Common Shares A trade below the price initially paid for the SPAC Units in SPAC's IPO and the SPAC Public Shareholders receive a negative rate of return following the completion of the Business Combination.

Redemption Rights

Pursuant to the SPAC Articles, a SPAC Public Shareholder may request that SPAC redeem all or a portion of its SPAC Public Shares for cash if the Business Combination is consummated. If you are a holder of SPAC Public Shares, you will be entitled to exercise your redemption rights if you:

- hold SPAC Public Shares or, if you hold SPAC Public Shares through SPAC Units, you elect to separate your SPAC Units into the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising your redemption rights;
- submit a written request to Continental Stock Transfer & Trust Company, SPAC's transfer agent, in which you (i) request the exercise of your redemption rights with respect to all or a portion of your SPAC Public Shares for cash and (ii) identify yourself as the beneficial holder of the SPAC Public Shares and provide your legal name, phone number and address; and

- deliver your SPAC Public Shares to Continental Stock Transfer & Trust Company, SPAC's transfer agent, physically or electronically through DTC.

Holders must complete the procedures for electing to redeem their SPAC Public Shares in the manner described above prior to 5:00 p.m., Eastern time, on , 2021 (two business days before the SPAC Shareholders' Meeting) in order for their shares to be redeemed.

Holders of SPAC Units must elect to separate the SPAC Units into the underlying SPAC Class A Ordinary Shares and SPAC Public Warrants prior to exercising redemption rights with respect to the SPAC Public Shares. If SPAC Public Shareholders hold their SPAC Units in an account at a brokerage firm or bank, such SPAC Public Shareholders must notify their broker or bank that they elect to separate the SPAC Units into the underlying SPAC Public Shares and SPAC Public Warrants, or if a holder holds SPAC Units registered in its own name, the holder must contact Continental Stock Transfer & Trust Company, SPAC's transfer agent, directly and instruct it to do so. The redemption rights include the requirement that a holder must identify itself to SPAC in order to validly exercise its redemption rights. **SPAC Public Shareholders may elect to exercise their redemption rights with respect to their SPAC Public Shares even if they vote "FOR" the Proposals**. If the Business Combination is not consummated, the SPAC Public Shares will be returned to the respective holder, broker or bank. If the Business Combination is consummated, and if a SPAC Public Shareholder properly exercises its redemption right with respect to all or a portion of the SPAC Public Shares that it holds and timely delivers its shares to Continental Stock Transfer & Trust Company, Holdings will redeem the related Holdings Common Shares A for a per share price, payable in cash, equal to the pro rata portion of the Trust Account, calculated as of two business days prior to the consummation of the Business Combination. For illustrative purposes, as of , 2021, this would have amounted to approximately $10.00 per issued and outstanding SPAC Public Share. Each redemption of SPAC Class A Ordinary Shares by the SPAC Public Shareholders will decrease the amount in the Trust Account. In no event will SPAC redeem SPAC Public Shares in an amount that would cause its net tangible assets to be less than $5,000,001 after giving effect to the transactions contemplated by the Business Combination Agreement and the PIPE Financing. If a SPAC Public Shareholder exercises its redemption rights in full, then it will not own SPAC Public Shares or Holdings Common Shares A following the redemption. The redemption will take place following the SPAC Merger and, accordingly, it is Holdings Common Shares A that will be redeemed immediately after consummation of the Business Combination. See the subsection entitled "*SPAC Shareholders' Meeting – Redemption Rights*" for the procedures to be followed if you wish to exercise your redemption rights with respect to your SPAC Public Shares.

Certain Information Relating to Holdings and SPAC

Holdings Listings

Holdings intends to apply for listing of Holdings Common Shares A, Holdings Warrants and Holdings Units on Nasdaq. Following the SPAC Merger Effective time, it is expected that Holdings Common Shares A, Holdings Units and Holdings Warrants will continue to trade under the trading symbols of the SPAC, "GMBT," "GMBTU" and "GMBTW", respectively.

At the Company Merger Effective Time, Holdings will change its name to "Swvl Holdings Corp" and intends to change the trading symbols of the Holdings Common Shares A and the Holdings Warrants to "SWVL" and "SWVLW", respectively. The Holdings Units will separate into their component securities at the Company Merger Effective Time and will cease to exist. It is a condition to the consummation of the SPAC Merger and the Company Merger that the Holdings Common Shares A are approved for listing on Nasdaq (subject only to official notice of issuance thereof).

While trading on Nasdaq is expected to begin on the first business day following the date of completion of the SPAC Merger, there can be no assurance that Holdings' securities will be listed on Nasdaq or that a viable and active trading market will develop. See the section entitled "*Risk Factors*" for more information.

Delisting of SPAC Ordinary Shares and Deregistration of SPAC

SPAC and Swvl anticipate that, following consummation of the SPAC Merger, SPAC Ordinary Shares, SPAC Units and SPAC Public Warrants will be delisted from Nasdaq, and SPAC will be deregistered under the Exchange Act.

Appraisal Rights

The Cayman Companies Act prescribes when shareholder appraisal rights will be available and sets the limitations on such rights. Where such rights are available, shareholders are entitled to receive fair value for their shares. However, regardless of whether such rights are or are not available, shareholders are still entitled to exercise the rights of redemption as set out in the section entitled "Extraordinary General Meeting of SPAC Shareholders—Redemption Rights" herein, and the SPAC Board has determined that the redemption proceeds payable to shareholders who exercise such redemption rights represents the fair value of those shares. Extracts of relevant sections of the Cayman Companies Act follow:

> 238. (1) A member of a constituent company incorporated under this Act shall be entitled to payment of the fair value of that person's shares upon dissenting from a merger or consolidation.
>
> 239. (1) No rights under section 238 shall be available in respect of the shares of any class for which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the expiry date of the period allowed for written notice of an election to dissent under section 238(5), but this section shall not apply if the holders thereof are required by the terms of a plan of merger or consolidation pursuant to section 233 or 237 to accept for such shares anything except — (a) shares of a surviving or consolidated company, or depository receipts in respect thereof; (b) shares of any other company, or depository receipts in respect thereof, which shares or depository receipts at the effective date of the merger or consolidation, are either listed on a national securities exchange or designated as a national market system security on a recognized interdealer quotation system or held of record by more than two thousand holders; (c) cash in lieu of fractional shares or fractional depository receipts described in paragraphs (a) and (b); or (d) any combination of the shares, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in paragraphs (a), (b) and (c).

Anticipated Accounting Treatment

The Business Combination is made up of the series of transactions described in the Business Combination Agreement and as further described elsewhere within this proxy statement/prospectus. For accounting and financial reporting purposes, the Company Merger will be accounted for as a recapitalization under IFRS, while the other transactions comprising the Business Combination will be accounted for based on IFRS 2, Share-based Payment.

Summary of Risk Factors

In evaluating the Proposals to be presented at the SPAC Shareholders' Meeting, SPAC shareholders should carefully read this proxy statement/prospectus and especially consider the factors discussed in the section entitled "*Risk Factors*", a summary of which is set forth below. The occurrence of one or more of the events or circumstances described in these risk factors, alone or in combination with other events or circumstances, may adversely affect the ability to complete or realize the anticipated benefits of the Business Combination, and may have a material adverse effect on the business, financial condition, results of operations, prospects and trading price of Holdings following the Business Combination. Such risks include, but are not limited to:

- Several countries in which Swvl operates and plans to operate in the future have been subject to political and economic instability.

- Swvl's limited operating history and rapidly evolving business make it particularly difficult to evaluate Swvl's prospects and the risks and challenges Swvl may encounter.
- The mass transit ridesharing market is still in relatively early stages of growth and if the market does not continue to grow, grows more slowly than Swvl expects or fails to grow as large as Swvl expects, Swvl's business, financial condition and operating results could be adversely affected.
- If Swvl fails to cost-effectively attract and retain qualified drivers to use its platform, or to increase utilization of Swvl's platform by Swvl's currently contracted drivers, Swvl's business, financial condition and operating results could be harmed.
- If Swvl fails to cost-effectively attract and retain new riders or to increase utilization of its platform by existing riders, Swvl's business, financial condition and operating results could be harmed.
- Swvl depends on its key personnel and other highly skilled personnel, and if Swvl fails to attract, retain, motivate or integrate its personnel, Swvl's business, financial condition and operating results could be adversely affected.
- Swvl's reputation, brand and the network effects among the drivers and riders using Swvl's platform are important to its success, and if Swvl is not able to maintain and continue developing its reputation, brand and network effects, its business, financial condition and operating results could be adversely affected.
- Swvl's growth strategy will subject it to additional costs, compliance requirements and risks, and Swvl's expansion plans may not be successful.
- Swvl has not historically maintained insurance coverage for its operations. Swvl may not be able to mitigate the risks facing its business and could incur significant uninsured losses, which could adversely affect its business, financial condition and operating results.
- Any actual or perceived security or privacy breach could interrupt Swvl's operations and adversely affect its reputation, brand, business, financial condition and operating results. Swvl has previously experienced a data breach that resulted in the exposure of its customers' personal information.
- If Swvl fails to effectively predict rider demand, to set pricing and routing accordingly or to run routes that are consistent with the availability of drivers using its platform, Swvl's business, financial condition and operating results could be adversely affected.
- If Swvl is not able to successfully develop new offerings on its platform and enhance its existing offerings, Swvl's business, financial condition and operating results could be adversely affected.
- Swvl's metrics and estimates, including the key metrics included in this joint proxy statement/prospectus, are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may harm Swvl's reputation and negatively affect Swvl's business, financial condition and operating results.
- Any failure to offer high-quality user support may harm Swvl's relationships with users and could adversely affect Swvl's reputation, brand, business, financial condition, and operating results.
- Systems failures and resulting interruptions in the availability of Swvl's website, applications, platform, or offerings could adversely affect Swvl's business, financial condition, and operating results.
- If Swvl is unable to make acquisitions and investments or successfully integrate them into its business, or if Swvl enters into strategic transactions that do not achieve its objectives, Swvl's business, financial condition and operating results could be adversely affected.
- Swvl has identified material weaknesses in its internal control over financial reporting. If for any reason Swvl is unable to remediate these material weaknesses and otherwise to maintain proper and

effective internal controls over financial reporting in the future, Swvl's ability to produce accurate and timely consolidated financial statements may be impaired, which may harm Swvl's operating results, Swvl's ability to operate its business or investors' views of Swvl.

- Uncertainties with respect to the legal systems in the jurisdictions in which Swvl operates, including changes in laws and the adoption and interpretation of new laws and regulations, could adversely affect Swvl's business, financial condition and operating results.
- As Swvl expands its offerings, it may become subject to additional laws and regulations, and any actual or perceived failure by Swvl to comply with such laws and regulations or manage the increased costs associated with such laws and regulations could adversely affect Swvl's business, financial condition, and operating results.
- Failure to protect or enforce Swvl's intellectual property rights could harm Swvl's business, financial condition and operating results.
- Claims by others that Swvl infringed their proprietary technology or other intellectual property rights could harm Swvl's business, financial condition and operating results.
- Changes in laws or regulations relating to privacy, data protection or the protection or transfer of personal data, or any actual or perceived failure by Swvl to comply with such laws and regulations or any other obligations relating to privacy, data protection or the protection or transfer of personal data, could adversely affect Swvl's business.
- Swvl's business would be adversely affected if the drivers using its platform were classified as employees.
- The COVID-19 pandemic and related responsive measures have negatively impacted, and may in the future negatively impact, Swvl's business.
- Holdings is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Holdings Common Shares A less attractive to investors. As a foreign private issuer, Holdings will not be subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.
- The other risks and uncertainties discussed in "Risk Factors" elsewhere in this proxy statement/prospectus.

SUMMARY HISTORICAL FINANCIAL DATA OF SWVL

The summary historical consolidated statement of comprehensive income data for the years ended December 31, 2020 and 2019 and the summary historical consolidated statement of financial position as of December 31, 2020 and 2019 included below are derived from Swvl's audited consolidated financial statements included elsewhere in this proxy statement/prospectus.

Swvl's historical results are not necessarily indicative of the results that may be expected in the future. The information below is only a summary and should be read in conjunction with the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl" and the audited consolidated financial statements, and the notes related thereto, which are included elsewhere in this proxy statement/prospectus.

	Year Ended December 31	
($ million)	2020	2019
Revenue	17.3	12.4
Cost of sales	(26.4)	(33.8)
Gross loss	**(9.1)**	**(21.4)**
General and administrative expenses	(18.6)	(10.8)
Selling and marketing costs	(4.7)	(8.3)
Provision for expected credit losses	(0.7)	(0.3)
Other expenses	(0.2)	(0.1)
Operating loss	**(33.4)**	**(40.9)**
Finance income	0.6	0.4
Finance cost	(0.1)	(0.1)
Loss for the year before tax	**(32.9)**	**(40.6)**
Tax	3.2	5.4
Loss for the year	**(29.8)**	**(35.3)**
Other comprehensive income	(0.3)	1.2
Total comprehensive loss for the year	**(30.1)**	**(34.1)**

	As of December 31	
($ million)	2020	2019
Total assets	(24.7)	25.6
Total equity	18.4	19.2
Total liabilities	6.3	6.4

SUMMARY HISTORICAL FINANCIAL DATA OF SPAC

The summary historical statements of operations data of SPAC for the period from December 9, 2020 (inception) through December 31, 2020 and the historical balance sheet data as of December 31, 2020 are derived from SPAC's audited financial statements included elsewhere in this proxy statement/prospectus.

SPAC's historical results are not necessarily indicative of the results that may be expected in the future and SPAC's results for the period from December 9, 2020 (inception) through December 31, 2020 are not necessarily indicative of the results that may be expected for any other period. The information below is only a summary and should be read in conjunction with the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of SPAC" and "Information About SPAC" and the financial statements, and the notes related thereto, which are included elsewhere in this proxy statement/prospectus.

	For the Period from December 9, 2020 (inception) through December 31, 2020
General and administrative expenses	$ 11,513
Net loss	$ 11,513
Basic and diluted weighted average shares outstanding of SPAC Class A Ordinary Shares	—
Basic and diluted net income per share, SPAC Class A Ordinary Shares	—
Basic and diluted weighted average shares outstanding of SPAC Class B Ordinary Shares, excludes shares subject to forfeiture	7,500,000(1)(2)
Basic and diluted net loss per share, SPAC Class B Ordinary Shares, excludes shares subject to forfeiture	$ (0.00)

(1) This number excludes an aggregate of up to 1,125,000 SPAC Class B ordinary shares subject to forfeiture if the over-allotment option was not exercised in full or in part by the underwriters. On January 22, 2021, the over-allotment option was fully exercised, thus, these SPAC Class B ordinary shares are no longer subject to forfeiture (see Note 4 to SPAC's audited financial statements).

(2) On January 13, 2020 and January 19, 2020, SPAC effected a share capitalization of 1,437,500 and 718,750 SPAC Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 SPAC Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization (see Note 4 and Note 7).

	As of December 31, 2020
Balance Sheet Data	
Total assets	$ 280,543
Total liabilities	267,056
Total shareholders' equity	13,847
SPAC Ordinary Shares subject to possible redemption	—

SUMMARY UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The following summary unaudited pro forma condensed combined financial information (the "summary pro forma information" gives effect to the Business Combination and related transactions described in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information." The Business Combination will be accounted for as a capital reorganization. Under this method of accounting, SPAC will be treated as the "acquired company" for financial reporting purposes. Accordingly, for accounting purposes, the financial statements of Holdings will represent a continuation of the financial statements of Swvl, with the Business Combination being treated as the equivalent of Swvl issuing shares at the closing of the Business Combination for the net assets of SPAC as of the Closing Date, accompanied by a recapitalization. The net assets of SPAC will be stated at historical cost, with no goodwill or other intangible assets recorded.

The summary unaudited pro forma condensed statement of financial position data as of December 31, 2020 gives pro forma effect to the Business Combination as if it had occurred on December 31, 2020. The summary unaudited pro forma condensed combined statement of operations data for the year ended December 31, 2020 gives pro forma effect to the Business Combination as if it had been completed on January 1, 2020. The historical balance sheet of SPAC as of December 31, 2020 has been adjusted as if SPAC's IPO took place on December 31, 2020, rather than on January 22, 2021.

The summary pro forma information has been derived from, and should be read in conjunction with, the unaudited pro forma condensed combined financial information of Holdings and the accompanying notes, appearing in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information." The unaudited pro forma condensed combined financial information is derived from, and should be read in conjunction with, the historical financial statements of Swvl and SPAC and the accompanying notes included elsewhere in this proxy statement/prospectus. The summary pro forma information has been presented for informational purposes only and is not necessarily indicative of what Swvl's financial position or results of operations actually would have been had the Business Combination and the other transactions contemplated by the Business Combination Agreement been completed as of the dates indicated. In addition, the summary pro forma information does not purport to project the future financial position or operating results of Holdings.

The following table presents the summary pro forma information after giving effect to the Business Combination, presented under three scenarios:

- *Assuming no redemptions*: This scenario assumes that no SPAC Public Shareholders elect to have their SPAC Public Shares redeemed for cash in connection with the Business Combination.
- *Assuming redemptions up to the minimum cash condition*: This scenario assumes that 26,000,000 SPAC Public Shares are redeemed for an aggregate payment of $260.0 million (at an assumed redemption price of $10.00 per share based on the Trust Account balance as of June 30, 2021), which is derived from the number of SPAC Public Shares that could be redeemed in connection with the Business Combination without such redemptions resulting in a failure to satisfy the condition to Swvl's obligation to consummate the Business Combination that SPAC and Holdings collectively hold at least $185.0 million in cash after giving effect to the PIPE Financing. See "The Business Combination—Conditions to Consummation of the Transactions Contemplated by the Business Combination Agreement" for more details on such condition.
- *Assuming maximum redemptions*: This scenario assumes that 30,639,823 SPAC Public Shares are redeemed for an aggregate payment of $306.4 million (at an assumed redemption price of $10.00 per share based on the Trust Account balance as of June 30, 2021), which is derived from the total number of SPAC Public Shares outstanding less the number of SPAC Public Shares held by the Key SPAC

Shareholders that are subject to the non-redemption restrictions of the SPAC Shareholder Support Agreements. This scenario assumes that no SPAC Public Shares held by the Key SPAC Shareholders as of the date of the SPAC Shareholder Support Agreements are sold prior to the date on which SPAC Public Shareholders must elect to exercise their redemption rights. This scenario would not be possible unless Swvl waives the minimum cash condition described above, and there can be no certainty that Swvl would waive such condition.

The following summarizes the pro forma Holdings Common Shares A issued and outstanding immediately after the Business Combination:

	Assuming no redemptions		Assuming redemptions up to the minimum cash condition		Assuming maximum redemptions	
	Shares	%	Shares	%	Shares	%
Swvl Shareholders (1)	101,591,814	65%	101,591,814	78%	101,591,814	81%
SPAC Public Shareholders	34,500,000	22%	8,500,000	7%	3,860,177	3%
Sponsor (2)	8,625,000	6%	8,625,000	7%	8,625,000	7%
PIPE Investors	10,626,471	7%	10,626,471	8%	10,626,471	9%
Total	155,343,285	100%	129,343,285	100%	124,703,462	100%

(1) The shareholding of Swvl Shareholders (a) excludes the impact of shares issuable under the earnout arrangement, in aggregate a maximum of 15,000,000 Holdings Common Share A issuable to Swvl Eligible Equityholders upon the occurrence of the Earnout Triggering Events or earlier upon a Change of Control and (b) assumes the cash exercise of all Exchanged Options.

(2) Consists of 8,625,000 Holdings Common Shares A to be issued to the Sponsor as holder of the SPAC Class B Ordinary Shares in connection with the Business Combination.

The three scenarios presented in the unaudited pro forma condensed combined financial information and this summary pro forma information are based on the assumption that there are no adjustments for the outstanding SPAC Warrants, as such securities are not exercisable until the late of 30 days after the completion of the Business Combination and 12 months from the closing of SPAC's Initial Public Offering.

If the actual facts are different than these assumptions, then the amounts and shares outstanding in the summary pro forma information will be different, and those changes could be material.

Summary Unaudited Pro Forma Condensed Combined Statement of Operations Data Year Ended December 31, 2020 ($ million, except per share data)	Assuming no redemptions	Assuming redemptions up to the minimum cash condition	Assuming maximum redemptions
Revenue	17.3	17.3	17.3
Loss for the Year	(143.8)	(156.9)	(159.9)
Net Loss	(139.9)	(153.7)	(156.7)
Net Loss Per Share (basic and diluted)	(0.90)	(1.19)	(1.26)

Summary Unaudited Pro Forma Condensed Combined Statement of Financial Position Data As of December 31, 2020 ($ million)	Assuming no redemptions	Assuming redemptions up to the minimum cash condition	Assuming maximum redemptions
Total assets	490.7	230.7	184.3
Total equity	437.3	177.3	130.9
Total liabilities	53.4	53.4	53.4

RISK FACTORS

An investment in Holdings and the proposed Business Combination each involve a high degree of risk and uncertainty. You should carefully consider the following risk factors, together with all of the other information included in this proxy statement/prospectus, before you decide whether to vote or instruct your vote to be cast to approve the proposals described in this proxy statement/prospectus, and before you decide whether to cause any SPAC Public Shares you hold to be redeemed in connection with the Business Combination. Certain of the following risk factors apply to the business and operations of Swvl and will also apply to the business and operations of Holdings following the completion of the Business Combination. The occurrence of one or more of the events or circumstances described in these risk factors, alone or in combination with other events or circumstances, may adversely affect the ability to complete or realize the anticipated benefits of the Business Combination, or may have a material adverse effect on the business, financial condition, results of operations, prospects and trading price of Holdings following the Business Combination. The risks discussed below may not prove to be exhaustive and are based on certain assumptions made by Holdings, SPAC and Swvl, which later may prove to be incorrect or incomplete. Holdings, SPAC and Swvl may face additional risks and uncertainties that are not presently known to them, or that are currently deemed immaterial, but which may also ultimately have an adverse effect on any such party. The following discussion should be read in conjunction with the sections entitled "Cautionary Note Regarding Forward-Looking Statements", "Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl" and "Management's Discussion and Analysis of Financial Condition and Results of Operations of SPAC" and the financial statements of Swvl and SPAC and the notes thereto included herein, as applicable.

Risks Related to Operational Factors Affecting Swvl

Swvl's limited operating history and evolving business make it particularly difficult to evaluate Swvl's prospects and the risks and challenges Swvl may encounter.

While Swvl has primarily focused on mass transit ridesharing services since Swvl launched in 2017, Swvl's business continues to evolve. Beginning in 2020, Swvl has reevaluated and adjusted its pricing methodologies and expanded its business offerings to include TaaS and (in the future) SaaS. While it is difficult to evaluate the prospects and risks of any business, Swvl's relatively new and evolving business makes it particularly difficult to assess Swvl's prospects and the risks and challenges it may encounter. Risks and challenges Swvl has faced or expects to face include its ability to:

- forecast its revenue and budget for and manage expenses;
- attract new qualified drivers and new riders to use its platform and have existing qualified drivers and riders continue to use its platform in a cost-effective manner;
- comply with existing or developing and new or modified laws and regulations applicable to Swvl's business and the data it processes, including in jurisdictions where such regulations may still be developing or changing rapidly;
- manage its platform and business assets and expenses in light of the COVID-19 pandemic and related public health measures issued by various jurisdictions, including travel bans, travel restrictions, and shelter-in-place orders, as well as maintain demand for and confidence in the safety of Swvl's platform during and following the COVID-19 pandemic;
- plan for and manage expenditures for Swvl's current and future offerings, including expenses relating to Swvl's growth strategy;
- deploy and ensure utilization of the vehicles operating on Swvl's platform;
- anticipate and respond to macroeconomic changes and changes in the markets in which Swvl operates;
- maintain and enhance the value of Swvl's reputation and brand;

- effectively manage Swvl's growth and business operations, including the impacts of the COVID-19 pandemic on Swvl's business;
- successfully expand Swvl's geographic reach;
- successfully expand Swvl's TaaS business and launch Swvl's SaaS business;
- hire, integrate and retain talented personnel; and
- successfully develop new platform features and offerings to enhance the experience of riders, drivers and corporate customers (as well as schools and municipalities);

If Swvl fails to address the risks and difficulties that it faces, including those associated with the challenges listed above as well as those described elsewhere in this "Risk Factors" section, Swvl's business, financial condition and operating results could be adversely affected. Further, because Swvl has limited historical financial data, operates in a rapidly evolving market and its growth strategy is premised on rapid international expansion, any predictions about Swvl's future revenue and expenses may not be as accurate as they would be if Swvl had a longer operating history or operated in a more predictable market. If Swvl's assumptions regarding these risks and uncertainties, which Swvl uses to plan and operate its business, are incorrect or change, or if it does not address these risks successfully, Swvl's operating results could differ materially from its expectations and Swvl's business, financial condition and operating results could be adversely affected.

The COVID-19 pandemic and related responsive measures have disrupted and negatively impacted, and may in the future disrupt and negatively impact, Swvl's business, financial condition, and operating results. Swvl cannot predict the extent to which the pandemic and related effects may in the future adversely impact its business, financial condition and operating results, and the execution of Swvl's strategic objectives.

The ongoing COVID-19 pandemic and related responsive measures (*e.g.*, travel bans, travel restrictions and shelter-in-place orders) have negatively impacted Swvl's business, financial condition, and operating results. The pandemic and these related responses continue to evolve and have caused, and may in the future cause, decreased demand for Swvl's platform relative to pre-COVID-19 levels and significant volatility and disruption of financial markets.

The COVID-19 pandemic has subjected Swvl's business, financial condition, and operating results to several risks, including, but not limited to the following:

- Declines in mobility due to COVID-19, including commuting, local travel, and business travel, have resulted in decreased demand for Swvl's platform. Changes in travel trends and behavior arising from COVID-19, including the impact of new variants, may develop or persist over time, which may further contribute to this adverse effect in the future.
- The measures Swvl previously took in response to the COVID-19 pandemic adversely affected Swvl's business and operating results. For example, in the first quarter of 2020, Swvl temporarily suspended its usual services, other than to certain key business customers, and operated reduced-service for essential workers at no charge. Although regular service has largely resumed, in the future there may be repeated disruption arising from the COVID-19 pandemic and related responsive measures that may require Swvl to suspend or limit its services again, which would adversely affect Swvl's business, financial condition and operating results.
- Changes in driver behavior during the COVID-19 pandemic led to reduced levels of driver availability on Swvl's platform, beginning in the first quarter of 2020. As a result, at the time Swvl was required to offer additional incentives to drivers to continue operating on Swvl's platform. Any future reduction in driver availability due to the COVID-19 pandemic may require Swvl to increase prices or provide additional incentives to attract and retain drivers and riders, which may adversely affect its business, financial condition and operating results.

- Responsive measures to the COVID-19 pandemic caused Swvl to modify its business practices by having corporate employees in nearly all office locations work remotely, limiting employee travel and canceling or postponing events and meetings, or holding them virtually. Swvl may be required to or choose voluntarily to take additional actions for the health and safety of its workforce and users of its platform, including after the pandemic subsides, whether in response to government orders or based on Swvl's determinations. If these measures result in decreased productivity, harm Swvl's company culture, adversely affect Swvl's ability to timely and accurately report its financial statements or maintain internal controls, or otherwise negatively affect Swvl's business, Swvl's financial condition, and operating results could be adversely affected.

As the severity, magnitude, and duration of the COVID-19 pandemic, the resulting public health responses and its economic consequences remain uncertain and difficult to predict, the pandemic's impact on Swvl's business, financial condition and operating results, as well as its impact on Swvl's ability to successfully execute its business strategies and initiatives, also remains uncertain and difficult to predict. As the countries in which Swvl operates have reopened, the recovery of the economy and Swvl's business have fluctuated and varied by geography. Further, the ultimate impact of the COVID-19 pandemic on the riders, drivers and other users of Swvl's platform, as well as its employees, business, financial condition and operating results depends on many factors that are not within Swvl's control, including, but not limited, to: governmental, business and individuals' actions that have been and continue to be taken in response to the pandemic (including restrictions on travel and transport and modified workplace activities); the impact of the pandemic and actions taken in response thereto on local or regional economies, travel and economic activity; the speed and efficacy of vaccine distribution; the availability of government funding programs; evolving laws and regulations regarding COVID-19, including those related to disclosure and notification; general economic uncertainty in key markets and financial market volatility; volatility in global economic conditions and levels of economic growth; the duration of the pandemic; the extent of any virus mutations or new variants of COVID-19; and the pace of recovery when the COVID-19 pandemic subsides.

Several countries in which Swvl operates and plans to operate in the future have been subject to political and economic instability.

Swvl currently conducts most of its business operations in Egypt, Pakistan and Kenya, and its growth strategy is premised on the rapid introduction of its platform into both emerging and developed markets. Several of the countries in which Swvl operates or plans to operate its business have previously, and in the future may be, subject to instances of political instability, civil unrest, hostilities, terrorist activities and economic volatility. Any such events may lead to, among other things, declines in rider and driver demand for Swvl's platform, whether arising from safety concerns, a drop in consumer confidence or otherwise, a general deterioration of economic conditions, currency volatility or adverse changes to the political and regulatory environment. Any such developments and any other forms of political or economic instability in Swvl's markets may harm Swvl's business, financial condition and operating results.

Swvl faces competition and could lose market share to competitors, which could adversely affect Swvl's business, financial condition and operating results.

Swvl believes that its principal competition for ridership is public transportation services. Swvl's business model is premised in part on promoting the safety, efficiency and convenience of its offerings to convert public transportation users into riders on Swvl's platform. While Swvl has previously been successful in attracting and retaining new riders, public transportation is often available at a lower price and with a greater variety of routes than the rides Swvl offers. In addition, public transportation operators in Swvl's markets may in the future make improvements or implement measures to enhance the safety, efficiency and convenience of their networks. If current and potential riders do not view the advantages of Swvl's platform as outweighing the difference in price, or if the successful introduction of such improvements or measures weakens the competitive advantages of Swvl's offerings, Swvl may be unable to retain existing riders or attract new riders and its business, financial condition and operating results may be adversely affected.

Swvl also faces competition from other ridesharing companies and car hire and taxi companies. The ridesharing market in particular is intensely competitive and is characterized by rapid changes in technology, shifting rider needs and preferences and frequent introductions of new services and offerings. Swvl expects competition to increase, both from existing competitors and new entrants in the markets in which Swvl operates or plans to operate, and such competitors may be well-established and enjoy greater resources or other strategic advantages. If Swvl is unable to anticipate or successfully react to these competitive challenges in a timely manner, Swvl's competitive position could weaken, or fail to improve, and Swvl could experience a decline in revenue or growth stagnation that could adversely affect Swvl's business, financial condition and operating results.

Certain of Swvl's current and potential competitors have greater financial, technical, marketing, research and development and other resources, greater name recognition, longer operating histories or a larger global user base than Swvl does. Such competitors may be able to devote greater resources to the development, promotion and sale of offerings and offer lower prices in certain markets than Swvl does, which could adversely affect Swvl's business, financial condition and operating results. These and other factors may allow Swvl's competitors to derive greater revenue and profits from their existing user bases, attract and retain qualified drivers and riders at lower costs or respond more quickly to new and emerging technologies and trends. Current and potential competitors may also establish cooperative or strategic relationships, or consolidate, amongst themselves or with third parties that may further enhance their resources and offerings.

Swvl believes that its ability to compete effectively depends upon many factors both within and beyond Swvl's control, including:

- the popularity, utility, ease of use, performance and reliability of Swvl's offerings;
- Swvl's reputation, including the perceived safety of Swvl's platform, and brand strength;
- Swvl's pricing models and the prices of its offerings;
- Swvl's ability to manage its business and operations during the ongoing COVID-19 pandemic and recovery as well as in response to related governmental, business and individuals' actions that continue to evolve (including restrictions on travel and transport and modified workplace activities);
- Swvl's ability to attract and retain qualified drivers and riders to use its platform;
- Swvl's ability to develop new offerings, including the expansion of its TaaS business and launch of its SaaS business;
- Swvl's ability to continue leveraging and enhancing its data analytics capabilities;
- Swvl's ability to establish and maintain relationships with strategic partners and third-party service providers;
- Swvl's ability to deploy and ensure utilization of the vehicles operating on its platform;
- changes mandated by, or that Swvl elects to make to address, legislation, regulatory authorities or litigation, including settlements, judgments, injunctions and consent decrees;
- Swvl's ability to attract, retain and motivate talented employees;
- Swvl's ability to raise additional capital as needed; and
- acquisitions or consolidation within Swvl's industry.

If Swvl is unable to compete successfully, Swvl's business, financial condition and operating results could be adversely affected.

The mass transit ridesharing market is still in relatively early stages of growth and if the market does not continue to grow, grows more slowly than Swvl expects or fails to grow as large as Swvl expects, Swvl's business, financial condition and operating results could be adversely affected.

Prior to COVID-19, the mass transit ridesharing market was growing rapidly, but it is still relatively new, and it is uncertain to what extent market acceptance will continue to grow, if at all, particularly after the COVID-19 pandemic. Swvl's success will depend to a substantial extent on the willingness of people to widely-adopt mass transit ridesharing. If the public does not perceive Swvl's offerings as beneficial, or chooses not to adopt them as a result of concerns regarding public health or safety, affordability or for other reasons, then the market for Swvl's offerings may not further develop, may develop more slowly than Swvl expects or may not achieve the growth potential Swvl expects. Any of the foregoing risks and challenges could adversely affect Swvl's business, financial condition and operating results.

If Swvl fails to cost-effectively attract and retain qualified drivers to use its platform, or to increase utilization of Swvl's platform by existing drivers using its platform, Swvl's business, financial condition and operating results could be harmed.

Swvl's continued growth depends in part on its ability to cost-effectively attract and retain qualified drivers who satisfy Swvl's screening criteria and procedures to use its platform and to increase utilization of Swvl's platform by existing drivers.

To attract and retain qualified drivers to use its platform, Swvl has, among other things, offered bonus payments and other incentives to high-performing drivers, and temporarily provided financial assistance to support drivers during the COVID-19 pandemic. Government and private business actions in response to the COVID-19 pandemic, such as travel bans, travel restrictions, shelter-in-place orders, increased reliance on work-from-home rather than working in offices, and people and businesses electing to move away from more densely populated cities, have decreased and may in the future decrease utilization of Swvl's platform by riders. If Swvl does not continue to provide drivers with compelling opportunities to earn income and other incentive programs for using its platform, or if drivers become dissatisfied with Swvl's requirements for drivers to use its platform, Swvl may fail to attract new drivers to use its platform, retain current drivers to use its platform or increase their utilization of its platform, or Swvl may experience complaints, negative publicity, or services disruptions that could adversely affect its users and its business.

The incentives Swvl provides to attract drivers could fail to attract and retain qualified drivers to use its platform or fail to increase utilization of its platform by existing drivers, or could have other unintended adverse consequences. In addition, changes in certain laws and regulations, labor and employment laws, licensing requirements or background check requirements, may result in a shift or decrease in the pool of qualified drivers, which may result in increased competition for the services of qualified drivers or higher costs of recruitment, operation and retention with respect to drivers providing services through the Swvl platform. Other factors outside of Swvl's control, such as the COVID-19 pandemic or other concerns about personal health and safety, or concerns about the availability of government or other assistance programs if drivers continue to drive using Swvl's platform, may also reduce the number of drivers available through Swvl's platform or utilization of Swvl's platform by drivers, or impact Swvl's ability to attract new drivers to use its platform. If Swvl fails to attract qualified drivers to use its platform on favorable terms, fails to increase utilization of its platform by existing drivers or loses qualified drivers using its platform to competitors, Swvl may not be able to meet the demand of riders, including maintaining competitive prices for riders, and Swvl's business, financial condition and operating results could be adversely affected.

If Swvl fails to cost-effectively attract and retain new riders or to increase utilization of its platform by existing riders, Swvl's business, financial condition and operating results could be harmed.

Swvl's success depends in part on its ability to cost-effectively attract and retain new riders and increase utilization of Swvl's platform by current riders. Riders have a wide variety of options for transportation, including

public transportation, taxis and other ridesharing offerings. Rider preferences may also change from time to time with the advent of new mobility technologies, different behaviors and attitudes towards the environment and new urban planning practices (including increased focus on public transportation and public-private partnerships with respect to mobility). To expand its rider base, Swvl must appeal to new riders who have historically used other forms of transportation or other ridesharing platforms. Swvl believes that its paid marketing initiatives have been critical in promoting awareness of Swvl's brand and offerings, which in turn drives new rider growth and rider utilization. Further, as Swvl continues to expand into new geographic areas, it will be relying in part on referrals from existing riders to attract new riders. However, Swvl's , , brand and ability to build trust with existing and new riders may be adversely affected by complaints and negative publicity about Swvl, its offerings, its policies, including its pricing algorithms, drivers using its platform, or its competitors, even if factually incorrect or based on isolated incidents. Further, if existing and new riders do not perceive the transportation services provided by drivers using Swvl's platform to be reliable, safe and affordable, or if Swvl fails to offer new and relevant offerings and features on its platform, Swvl may not be able to attract or retain riders or to increase their utilization of its platform. Further, government and private business actions in response to the COVID-19 pandemic, such as travel bans, travel restrictions, shelter-in-place orders, increased reliance on work-from-home rather than working in offices, and people and businesses electing to move away from more densely populated cities, have decreased and may in the future decrease utilization of Swvl's platform by riders including longer term.

As Swvl continues to expand into new geographic areas, it will be relying in part on referrals from existing riders to attract new riders, and therefore must ensure that its existing riders remain satisfied with its offerings. If Swvl fails to continue to grow its rider base, retain existing riders or increase the overall utilization of its platform by existing riders, Swvl's business, financial condition and operating results could be adversely affected.

Swvl depends on its key personnel and other highly skilled personnel, and if Swvl fails to attract, retain, motivate or integrate its personnel, Swvl's business, financial condition and operating results could be adversely affected.

Swvl's success depends in part on the continued service of its co-founder and Chief Executive Officer, senior management team, key technical employees and other highly skilled personnel and on Swvl's ability to identify, hire, develop, motivate, retain and integrate highly qualified personnel for all areas of its organization. Swvl may not be successful in attracting and retaining qualified personnel to fulfill its current or future needs, and actions Swvl takes in response to the impact of the COVID-19 pandemic on Swvl's business may harm Swvl's reputation or impact its ability to recruit qualified personnel in the future. See "*The COVID-19 pandemic and related responsive measures have disrupted and negatively impacted, and may in the future disrupt and negatively impact, Swvl's business, financial condition, and operating results. Swvl cannot predict the extent to which the pandemic and related effects may in the future adversely impact its business, financial condition and operating results, and the execution of Swvl's strategic objectives.*" Swvl's competitors may be successful in recruiting and hiring members of Swvl's management team or other key employees, and it may be difficult to find suitable replacements on a timely basis, on competitive terms, or at all. If Swvl is unable to attract and retain the necessary personnel, particularly in critical areas of its business, Swvl may not achieve its strategic goals.

Swvl faces intense competition for highly skilled personnel. To attract and retain top talent, Swvl has had to offer, and Swvl believes it will need to continue to offer, competitive compensation and benefits packages. Job candidates and existing personnel often consider the value of the equity awards they receive in connection with their employment. If the perceived value of Swvl's equity or equity awards declines or Swvl is unable to provide competitive compensation packages, Swvl's ability to attract and retain highly qualified personnel may be adversely affected and Swvl may experience increased attrition. Swvl may need to invest significant amounts of cash and equity to attract and retain new employees and expend significant time and resources to identify, recruit, train and integrate such employees, and Swvl may never realize returns on these investments. If Swvl is unable to effectively manage its hiring needs or successfully integrate new hires, Swvl's efficiency, ability to meet forecasts and employee morale, productivity and retention could suffer, which could adversely affect Swvl's business, financial condition and operating results

Swvl's reputation, brand and the network effects among the drivers and riders using Swvl's platform are important to its success, and if Swvl is not able to maintain and continue developing its reputation, brand and network effects, its business, financial condition and operating results could be adversely affected.

Swvl believes that building a strong reputation and brand as a safe, reliable and affordable platform and continuing to increase the strength of the network effects among the drivers and riders using Swvl's platform (*i.e.*, the advantages that derive from having more drivers and riders using Swvl's platform) are critical to its ability to attract and retain qualified drivers and riders. The successful development of Swvl's reputation, brand and network effects will depend on a number of factors, many of which are outside Swvl's control. Negative perception of Swvl or its platform may harm Swvl's reputation, brand and network effects, including as a result of:

- complaints or negative publicity about Swvl or drivers or riders on its platform, its offerings or its policies and guidelines, including Swvl's practices and policies with respect to drivers, or the ridesharing industry, even if factually incorrect or based on isolated incidents;
- illegal, negligent, reckless or otherwise inappropriate behavior by drivers, riders or third parties;
- a failure to offer riders competitive pricing and convenient service;
- a failure to provide the range of routes, dynamic routing, and ride types sought by riders;
- actual or perceived inaccuracies in demand prediction and other defects or errors in Swvl's platform;
- concerns by riders or drivers about the safety of ridesharing and Swvl's platform, including in light of the COVID-19 pandemic;
- actual or perceived disruptions in Swvl's platform, site outages, payment disruptions or other incidents that impact the reliability of Swvl's offerings;
- failure to protect Swvl's customer personal data, or other privacy or data security breaches;
- litigation involving, or investigations by regulators into, Swvl's business;
- users' lack of awareness of, or compliance with, Swvl's policies;
- Swvl's policies or changes thereto that users or others perceive as overly restrictive, unclear or inconsistent with Swvl's values or mission or that are not clearly articulated;
- a failure to enforce Swvl's policies in a manner that users perceive as effective, fair and transparent;
- a failure to operate Swvl's business in a way that is consistent with Swvl's stated values and mission;
- inadequate or unsatisfactory user support service experiences;
- illegal or otherwise inappropriate behavior by Swvl's management team or other employees or contractors;
- negative responses by drivers or riders to new offerings on Swvl's platform;
- a failure to balance the interests of driver and riders;
- accidents or other negative incidents involving the use of Swvl's platform;
- perception of Swvl's treatment of employees or contractors and Swvl's response to employee sentiment related to political or social causes or actions of management;
- political or social policies or activities; or
- any of the foregoing with respect to Swvl's competitors, to the extent such resulting negative perception affects the public's perception of Swvl or its industry as a whole.

If Swvl does not successfully maintain and develop its brand, reputation and network effects and successfully differentiate its offerings from the offerings of competitors, Swvl's business may not grow, Swvl

may not be able to compete effectively and it could lose existing qualified drivers or existing riders or fail to attract new qualified drivers or new riders to use its platform, any of which could adversely affect Swvl's business, financial condition and operating results.

Swvl's company culture has contributed to its success and if Swvl cannot maintain this culture as it grows, its business, financial condition and operating results could be harmed.

Swvl believes that its culture, which promotes proactivity, taking ownership and putting riders and drivers first has been critical to its success. Swvl faces a number of challenges that may affect its ability to sustain its corporate culture, including:

- failure to identify, attract, reward and retain people in leadership positions in Swvl's organization who share and further Swvl's culture, values and mission;
- Swvl's rapid growth strategy, which involves increasing the size and geographic dispersion of Swvl's workforce;
- shelter-in-place orders in certain jurisdictions where Swvl operates that have required many of Swvl's employees to work remotely, as well as return to work arrangements and workplace strategies;
- the inability to achieve adherence to Swvl's internal policies and core values, including Swvl's diversity, equity and inclusion practices;
- competitive pressures to move in directions that may divert Swvl from its mission, vision and values;
- the continued challenges of the rapidly-evolving mass-transit ridesharing industry;
- the increasing need to develop expertise in new areas of business and operate across borders;
- potential negative perception of Swvl's treatment of employees or Swvl's response to employee sentiment related to political or social causes or actions of management;
- changes to employee work arrangements in response to COVID-19; and
- the integration of new personnel and businesses from potential acquisitions.

If Swvl is not able to maintain its corporate culture, Swvl's business, financial condition and operating results could be adversely affected.

Swvl's growth strategy will subject it to additional costs, compliance requirements and risks, and Swvl's plans may not be successful.

Swvl intends to pursue a rapid growth strategy to expand its operations into new international markets. In 2022, Swvl aims to expand its Swvl Retail and Swvl Travel offerings in countries in the Middle East and Latin America, and to introduce its Swvl Business offerings in countries in Latin America, Western Europe and Southeast Asia. Operating in a large number of countries will require significant attention of Swvl's management to oversee operations over a broad geographic area with varying legal and regulatory environments, competitive dynamics and cultural norms and customs and will place significant burdens on Swvl's operations, engineering, finance and legal and compliance functions. Swvl may incur significant operating expenses as a result of its international presence and its expansion plans will be subject to a variety of challenges, including:

- recruitment and retention of talented and capable employees in foreign countries while maintaining Swvl's company culture in each of its markets;
- competition from local incumbents with existing knowledge of local markets that may market and operate more effectively and may enjoy greater local affinity or awareness;
- differing rider and driver demand dynamics, which may make Swvl's offerings less successful;

- the need to adapt to new markets, including the need to localize Swvl's offerings and marketing efforts to the preferences of local riders and drivers;
- public health concerns or emergencies, including the COVID-19 pandemic and other highly communicable diseases or viruses;
- compliance with varying laws and regulatory standards, including with respect to data privacy, cybersecurity, tax, trade compliance, environmental and other vehicle standards and local regulatory restrictions;
- the risk that local laws and business practices favor local competitors;
- compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and similar laws in other jurisdictions;
- obtaining any required government approvals, licenses or other authorizations;
- varying levels of Internet and mobile technology adoption and infrastructure;
- currency exchange restrictions or costs and exchange rate fluctuations;
- political, economic, or social instability, which may cause disruptions to Swvl's business;
- operating in jurisdictions with reduced, nonexistent or unenforceable protection for intellectual property rights or where Swvl does not have intellectual property rights; and
- limitations on the repatriation and investment of funds as well as foreign currency exchange restrictions.

Swvl's limited experience in operating its business in multiple countries increases the risk that any potential expansion efforts that Swvl may undertake will not be successful and may require Swvl to terminate its operations in certain markets. Swvl intends to invest substantial time and resources to expand its operations internationally. As a result, if Swvl is unable to manage these risks effectively, Swvl's business, financial condition and operating results could be adversely affected.

If Swvl fails to effectively manage its growth and optimize its organizational structure, Swvl's business, financial condition and operating results could be adversely affected.

Since its launch in 2017, Swvl has experienced rapid growth in its business, revenues and the number of users on its platform. Swvl expects this growth to continue following the recovery of the world economy from the COVID-19 pandemic. This growth has placed, and will continue to place, significant demands on Swvl's management and Swvl's operational and financial infrastructure. The steps Swvl takes to manage its business operations, including policies for employees, and to align Swvl's operations with Swvl's strategies for growth, may adversely affect Swvl's reputation and brand and its ability to recruit, retain and motivate highly skilled personnel.

Swvl's ability to manage growth and business operations effectively and to integrate new employees, technologies and acquisitions into its existing business will require Swvl to continue to expand its operational and financial infrastructure and to continue to retain, attract, train, motivate and manage employees. Continued growth could strain Swvl's ability to develop and improve its operational, financial and management controls, enhance its reporting systems and procedures, recruit, train and retain highly skilled personnel and maintain user satisfaction. Additionally, if Swvl does not effectively manage the growth of its business and operations, then Swvl's reputation, brand, business, financial condition and operating results could be adversely affected.

Swvl has not historically maintained insurance coverage for its operations. Swvl may not be able to mitigate the risks facing its business and could incur significant uninsured losses, which could adversely affect its business, financial condition and operating results.

Swvl does not currently maintain any insurance policies to cover general business liabilities, business interruptions, crime, losses of key personnel or security breaches and incidents relating to its network systems or operations. As a result, any losses arising from or relating to, among other things, personal injury, property damage, labor and employment disputes, commercial disputes, fraudulent transactions or other criminal activity, business interruptions, noncompliance with applicable laws and regulations, infringement or misappropriation of intellectual property or security or privacy breaches, or the successful assertion of one or more claims against Swvl related to any of the foregoing, could require Swvl to service such losses or claims using internal resources, which would have an adverse effect on Swvl's business, financial condition and operating results.

Swvl's business depends on insurance coverage which is independently required to be maintained by the drivers using its platform.

Swvl is in the process of obtaining coverage for general business liabilities and cyber insurance. Nevertheless, Swvl may not obtain enough insurance to adequately mitigate the operations-related risks it faces, and some operations-related risks may not be covered at all. Swvl may have to pay high premiums, self-insured retentions or deductibles for the coverage Swvl does obtain. Swvl also may be unable to obtain cyber insurance coverage in certain countries at commercially reasonable rates or at all, and it may experience losses as a result. Additionally, if any of Swvl's insurance providers becomes insolvent, such providers could be unable to pay any operations-related claims that Swvl makes. Certain losses may be excluded from insurance coverage.

While Swvl operates in seven countries, Swvl maintains and provides medical insurance for all drivers and riders using its platform only in Egypt. To do so, Swvl relies on a limited number of third-party insurance service providers to service related claims. If any of Swvl's third-party insurance service providers fails to service claims to Swvl's expectations, discontinues or increases the cost of coverage or changes the terms of such coverage in a manner unfavorable to drivers, riders or to Swvl, Swvl cannot guarantee that it would be able to secure replacement coverage or services on reasonable terms in an acceptable time frame or at all. If Swvl cannot find alternate third-party insurance service providers on acceptable terms, Swvl may incur additional expenses related to servicing such ride-related claims using internal resources.

Insurance providers have raised premiums and deductibles for many types of claims, coverages and for a variety of commercial risk and are likely to do so in the future. As a result, Swvl's insurance and claims expense could increase, or Swvl may decide to raise its deductibles or self-insured retentions when policies are renewed or replaced to manage pricing pressure. Swvl's business, financial condition and operating results could be adversely affected if (i) cost per claim, premiums or the number of claims significantly exceeds Swvl's historical experience, (ii) Swvl experiences a claim in excess of Swvl's coverage limits, (iii) Swvl's insurance providers fail to pay on Swvl's insurance claims, (iv) Swvl experiences a claim for which coverage is not provided, (v) the number of claims and average claim cost under Swvl's deductibles or self-insured retentions differs from historic averages or (vi) an insurance policy is cancelled or not renewed.

Illegal, improper or otherwise inappropriate activity of riders, drivers or other users, whether or not occurring while utilizing Swvl's platform, could expose Swvl to liability and harm its business, brand, financial condition and operating results.

Illegal, improper or otherwise inappropriate activities by riders, drivers or other users, including the activities of individuals who may have previously engaged with, but are not then receiving or providing services offered through, Swvl's platform could adversely affect Swvl's brand, business, financial condition and operating results. These activities may include assault, theft, unauthorized use or sharing of rider or driver accounts and other misconduct. Such conduct could expose Swvl to liability or adversely affect Swvl's brand or reputation.

While Swvl has taken measures to guard against these illegal, improper or otherwise inappropriate activities, these measures may prove inadequate to prevent such activities or Swvl may not be successful in implementing them effectively. Although Swvl requires certain qualification processes for drivers using its platform, including submission of criminal record checks in certain jurisdictions, these qualification processes may not expose all potentially relevant information and may be limited in certain jurisdictions according to national and local laws, and Swvl may fail to conduct such qualification processes adequately or identify information that could be relevant to a determination of driver eligibility.

Further, any negative publicity related to the foregoing, whether an incident occurred on Swvl's platform, on Swvl's competitors' platforms, or on any ridesharing platform, could adversely affect Swvl's reputation and brand or public perception of the ridesharing industry as a whole, which could negatively affect demand for Swvl's platform and potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could harm Swvl's business, financial condition and operating results.

Changes to Swvl's pricing could adversely affect its ability to attract or retain qualified drivers and riders to use its platform.

Demand for Swvl's offerings is sensitive to the price of rides. Many factors, including operating costs, legal and regulatory requirements or constraints and Swvl's current and future competitors' pricing and marketing strategies, could significantly affect Swvl's pricing strategies. Competitors may offer, or may in the future offer, lower-priced or a broader range of offerings or use marketing strategies that enable them to attract or retain qualified drivers and riders at a lower cost than Swvl does.

Swvl uses pricing algorithms to set prices depending on the route, time of day and expected rates of utilization. In the past, Swvl has made pricing changes and spent significant resources on marketing rider incentives, and there can be no assurance that Swvl will not be forced, through competitive pressures, regulation or otherwise, to reduce the price of rides for riders, to increase the rates Swvl offers for driver services or to increase Swvl's marketing and other expenses to attract and retain qualified drivers and riders using its platform.

Furthermore, the economic sensitivity of drivers and riders using Swvl's platform may vary by geographic location, and as Swvl expands into new markets, its pricing methodologies may not enable it to compete effectively in these locations. Local regulations may affect Swvl's pricing in certain geographic locations, which could amplify these effects. For example, Swvl and other ridesharing companies have made commitments to the Egyptian Competition Authority not to set prices below certain profitability benchmarks with respect to their B2C ridesharing offerings in Egypt. Swvl has launched, and may in the future launch, new pricing strategies and initiatives, such as subscription packages and driver or rider loyalty programs. Swvl has also modified, and may in the future modify, existing pricing methodologies, such as its up-front pricing policy. Any of the foregoing actions may not ultimately be successful in attracting and retaining qualified drivers and riders.

Any actual or perceived security or privacy breach could interrupt Swvl's operations and adversely affect its reputation, brand, business, financial condition and operating results. Swvl has previously experienced a data breach that resulted in the exposure of customer information.

Swvl's business involves the collection, storage, transmission and other processing of Swvl's users' personal and other sensitive data. An increasing number of organizations, including large online and off-line merchants and businesses, other large Internet companies, financial institutions and government institutions, have disclosed breaches of their information security systems and other information security incidents, some of which have involved sophisticated and highly targeted attacks. Because techniques used to obtain unauthorized access to or to sabotage information systems change frequently and may not be known until launched, Swvl may be unable to anticipate or prevent these attacks. Swvl has previously experienced a data breach. In July 2020, unauthorized parties gained access to a Swvl database containing identifiable information of its riders by

exploiting a breach in certain third-party software used by Swvl. While Swvl implemented measures to restrict any similar data breach, unauthorized parties may in the future gain access to Swvl's systems or facilities through various means, including gaining unauthorized access into Swvl's systems or facilities or those of Swvl's service providers, partners or users on Swvl's platform, or attempting to fraudulently induce Swvl's employees, service providers, partners, users or others into disclosing rider names, passwords, payment card information or other sensitive information, which may in turn be used to access Swvl's information technology systems, or attempting to fraudulently induce Swvl's employees, partners or others into manipulating payment information, resulting in the fraudulent transfer of funds to criminal actors. In addition, users on Swvl's platform could have vulnerabilities on their own mobile devices that are entirely unrelated to Swvl's systems and platform, but could mistakenly attribute their own vulnerabilities to Swvl. Further, breaches experienced by other companies may also be leveraged against Swvl. For example, credential stuffing and ransomware attacks are becoming increasingly common, and sophisticated actors can mask their attacks, making them increasingly difficult to identify and prevent. Certain efforts may be state-sponsored or supported by significant financial and technological resources, making them even more difficult to detect.

Although Swvl has developed systems and processes that are designed to protect users' data, prevent data loss and prevent other privacy or security breaches, these measures cannot guarantee security. Swvl's information technology and infrastructure may be vulnerable to cyberattacks or security breaches, and third parties may be able to access Swvl's users' payment card data and other personal information that are accessible through those systems. Swvl is still a growing company and may not have sufficient dedicated personnel or internal oversight to detect, identify, and respond to all privacy or security incidents. Additionally, as Swvl expands its operations, including sharing data with third parties or continuing the work-from-home practices of its employees (including increased use of video conferencing), Swvl's exposure to cyberattacks or security breaches may increase. Further, employee error, malfeasance or other errors in the storage, use or transmission of personal information could result in an actual or perceived privacy or security breach or other security incident. Although Swvl has policies restricting the access to the personal information it stores, these policies may be breached or prove inadequate.

Any actual or perceived breach of privacy or security could interrupt Swvl's operations, result in Swvl's platform being unavailable, result in loss or improper disclosure of data, result in fraudulent transfer of funds, harm Swvl's reputation and brand, damage Swvl's relationships with strategic partners and third-party service providers, result in significant legal, regulatory and financial exposure and lead to loss of driver or rider confidence in, or decreased use of, Swvl's platform, any of which could adversely affect Swvl's business, financial condition and operating results. Any breach of privacy or security impacting any entities with which Swvl may share or disclose data could have similar effects. Further, any cyberattacks or security and privacy breaches directed at Swvl's competitors could reduce confidence in the ridesharing industry as a whole and, as a result, reduce confidence in Swvl.

Additionally, responding to any privacy or security breach, including defending against claims, investigations or litigation in connection with any privacy or security breach, regardless of their merit, could be costly and divert management's attention. Swvl does not currently maintain any insurance to cover security breaches and incidents or losses relating to its network systems or operations. As a result, the successful assertion of one or more large claims against Swvl could have an adverse effect on Swvl's reputation, brand, business, financial condition and operating results.

Defects, errors or vulnerabilities in Swvl's applications, backend systems or other technology systems and those of third-party technology providers could harm Swvl's reputation and brand and adversely impact Swvl's business, financial condition and operating results.

The software underlying Swvl's platform is highly complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the code has been released. The third-party software that Swvl incorporates into its platform may also be subject to errors or vulnerability. Any errors or

vulnerabilities discovered in Swvl's code or third-party software could result in negative publicity, loss of users, loss of revenue and access or other performance issues. Such vulnerabilities could also be exploited by malicious actors and result in exposure of data of users on Swvl's platform, or otherwise result in a data breach. Swvl may need to expend significant financial and development resources to analyze, correct, eliminate or work around errors or defects or to address and eliminate vulnerabilities. Any failure to timely and effectively resolve any such errors, defects or vulnerabilities could adversely affect Swvl's business, financial condition and operating results as well as negatively impact Swvl's reputation or brand.

Swvl relies on various third-party product and service providers and if such third parties do not perform adequately or terminate their relationships with Swvl, Swvl's costs may increase and its business, financial condition and operating results could be adversely affected.

Swvl's success depends in part on its relationships with third-party product and service providers. For example, Swvl relies on third-parties to fulfill various marketing, web hosting, payment, communications and data analytics services to support Swvl's platform. If any of Swvl's partners terminates its relationship with Swvl, including as a result of COVID-19-related impacts to their business and operations or for competitive reasons, or refuses to renew its agreement on commercially reasonable terms, Swvl would need to find an alternate provider, and may not be able to secure similar terms or replace such providers in an acceptable time frame. While Swvl does not own or operate vehicles, in the event that vehicle manufacturers issue recalls or the supply of vehicles or automotive parts is interrupted, including as a result of public health crises, such as the COVID-19 pandemic, affecting the vehicles operating on Swvl's platform, the availability of vehicles on Swvl's platform could become constrained.

In addition, Swvl's business may be adversely affected to the extent the software and services used by Swvl's third-party service providers do not meet expectations, contain errors or vulnerabilities, are compromised or experience outages. Swvl cannot be certain that its licensors are not infringing the intellectual property rights of others or that the suppliers and licensors have sufficient rights to the technology in all jurisdictions in which Swvl may operate. If Swvl is unable to obtain or maintain rights to any of this technology because of intellectual property infringement claims brought by third parties against suppliers, licensors or Swvl itself, or if Swvl is unable to continue to obtain the technology or enter into new agreements on commercially reasonable terms, Swvl's ability to develop its platform containing that technology could be severely limited and its business could be harmed. If Swvl is unable to obtain necessary technology from third parties, it may be forced to acquire or develop alternate technology, which may require significant time and effort and may be of lower quality or performance standards. This would limit and delay Swvl's ability to provide new or competitive offerings and increase Swvl's costs. If alternate technology cannot be obtained or developed, Swvl may not be able to offer certain functionality as part of its offerings, which could adversely affect Swvl's business, financial condition and operating results.

Any of these risks could increase Swvl's costs and adversely affect Swvl's business, financial condition and operating results. Further, any negative publicity related to any of Swvl's strategic partners and third-party service providers, including any publicity related to quality standards or safety concerns, could adversely affect Swvl's reputation and brand, and could potentially lead to increased regulatory or litigation exposure.

If Swvl fails to effectively predict rider demand, to set pricing and routing accordingly or to run routes that are consistent with the availability of drivers using its platform, Swvl's business, financial condition and operating results could be adversely affected.

Swvl relies on its proprietary technology to predict and dynamically update routing in response to changes in demand, to optimize pricing in response to such demand and to maximize per-vehicle utilization. If Swvl is unable to effectively predict and meet rider demand and to update its routing and pricing accordingly, Swvl may lose ridership and its revenues may decrease. In addition, riders' price sensitivity varies by geographic location, among other factors, and if Swvl is unable to effectively account for such variability in its pricing

methodologies, its ability to compete effectively in these locations could be adversely affected. Swvl's success also depends, in part, on its ability to match route plans with the availability and preferences of the drivers using its platform. If Swvl is unable to determine and allocate routes in a manner consistent with the availability and preferences of such drivers, drivers may reduce or discontinue their participation on Swvl's platform and may use competitors' platforms. Any of the foregoing risks could adversely impact Swvl's business, financial condition and operating results.

If Swvl is not able to successfully develop new offerings on its platform and enhance its existing offerings, Swvl's business, financial condition and operating results could be adversely affected.

Swvl's ability to attract new qualified drivers and new riders, retain existing qualified drivers and existing riders and increase utilization of its offerings will depend in part on its ability to successfully create and introduce new offerings and to improve upon and enhance existing offerings. As a result, Swvl may introduce significant changes to its existing offerings or develop and introduce new and unproven offerings. If any of Swvl's new or enhanced offerings are unsuccessful, including as a result of any inability to obtain and maintain required permits or authorizations or other regulatory constraints or because they fail to generate sufficient return on Swvl's investments, Swvl's business, financial condition and operating results could be adversely affected.

Furthermore, new driver or rider demands regarding platform features, the availability of superior competitive offerings or a deterioration in the quality of Swvl's offerings or ability to bring new or enhanced offerings to market quickly and efficiently could negatively affect the attractiveness of Swvl's platform and the economics of Swvl's business, requiring it to make substantial changes to and additional investments in its offerings or business model. In addition, Swvl frequently experiments with and tests different offerings and marketing strategies. If these experiments and tests are unsuccessful, or if the offerings and strategies Swvl introduces based on the results of such experiments and tests do not perform as expected, Swvl's ability to attract new qualified drivers and new riders, retain existing qualified drivers and existing riders and maintain or increase utilization of Swvl's offerings may be adversely affected.

Swvl's market is characterized by rapid technology change, particularly across the SaaS and TaaS offerings, which require it to develop new products and product innovations, and any delays in such development could adversely affect market adoption of Swvl's products and its financial results. Developing and launching new offerings or enhancements to the existing offerings on Swvl's platform, such as Swvl's launch of its TaaS offering in 2020 and its anticipated launch of its SaaS offering for use by corporate customers and other third parties, involves significant risks and uncertainties, including risks related to the reception of such offerings by existing and potential future drivers and riders, increases in operational complexity, unanticipated delays or challenges in implementing such offerings or enhancements, increased strain on Swvl's operational and internal resources (including an impairment of Swvl's ability to accurately forecast rider demand and the number of drivers using Swvl's platform) and negative publicity in the event such new or enhanced offerings are perceived to be unsuccessful. Swvl intends to continue to scale its business rapidly, and significant new initiatives have in the past resulted in, and in the future may result in, operational challenges affecting Swvl's business.

In addition, developing and launching new offerings and enhancements to Swvl's existing offerings may involve significant up-front capital investments. Such investments may not generate a positive return on investment. Further, from time to time Swvl may reevaluate, discontinue and/or reduce these investments and decide to discontinue one or more of its offerings. Any of the foregoing risks and challenges could negatively impact Swvl's ability to attract and retain qualified drivers and riders, its ability to increase utilization of its offerings and its visibility into expected operating results, and could adversely affect Swvl's business, financial condition and operating results. Additionally, Swvl's near-term operating results may be impacted by long-term investments in the future.

Swvl may require additional capital to support the growth of its business, which may not be available on terms acceptable to it, or at all.

Since commencing operations in 2017, Swvl has funded its operations and capital expenditures primarily through equity issuances, convertible note issuances and cash generated from operations. Most recently, in August 2021, Swvl completed a private placement of convertible promissory notes in connection with the PIPE, which notes will be exchanged for Holdings Common Shares A concurrently with the closing of the Company Merger. To support its business, Swvl must have sufficient capital to continue to make significant investments in its offerings, including potential new offerings. If Swvl raises additional funds through the issuance of equity or equity-linked securities in the future, existing shareholders could experience significant dilution.

Swvl's ability to obtain financing in the future will depend upon, among other things, Swvl's development efforts, business plans and operating performance and the condition of the capital markets at the time Swvl seeks such financing. Additionally, COVID-19 may impact Swvl's access to capital and make raising additional capital more difficult or available only on less favorable terms. Swvl cannot be certain that additional financing will be available to it on favorable terms, or at all. If Swvl is unable to obtain adequate financing or financing on terms satisfactory to it or within the timeframe it requires, its ability to continue to support its business growth and to respond to business challenges could be significantly limited, and Swvl's business, financial condition and operating results could be adversely affected.

Swvl's metrics and estimates, including the key metrics included in this proxy statement/prospectus, are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may harm Swvl's reputation and negatively affect Swvl's business, financial condition and operating results.

Swvl regularly reviews and may adjust its processes for calculating the metrics used to evaluate growth, measure performance and make strategic decisions. These metrics, including utilization, avoided emissions and driver retention rates, among others, which are calculated using internal company data and have not been evaluated by a third-party. Swvl's metrics may differ from estimates published by third parties or from similarly titled metrics of Swvl's competitors due to differences in methodology or the assumptions on which Swvl relies, and Swvl may make material adjustments to its processes for calculating its metrics in order to enhance accuracy, because better information becomes available or other reasons, which may result in changes to such metrics. The estimates and forecasts Swvl discloses relating to the size and expected growth of Swvl's addressable market may prove to be inaccurate. Even if the markets in which Swvl competes meet the size estimates and growth Swvl has forecasted, Swvl's business could fail to grow at similar rates, if at all. Additionally, while Swvl may at times create and publish metrics or other disclosures regarding ESG matters, many of the statements in those voluntary disclosures are based on expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected risks or events, including the costs associated therewith. Such expectations and assumptions are necessarily uncertain given the long timelines involved and the lack of an established single approach to identify, measuring, and reporting on many ESG matters. If investors or analysts do not consider Swvl's metrics to be accurate representations of its business, or if Swvl discovers material inaccuracies in its metrics, then Swvl's business, financial condition and operating results could be adversely affected.

Swvl's marketing efforts to help grow its business may not be effective.

Promoting awareness of Swvl's offerings is important to Swvl's ability to grow its business and to attract new qualified drivers and riders and can be costly. Swvl believes that much of the growth in its rider base and the number of drivers using its platform is attributable to its paid marketing initiatives. Swvl's marketing efforts currently include offline marketing (such as billboard advertisements and in-person promotional events), online marketing (such as social media and Internet-driven advertising campaigns), and partnerships with other businesses, through which Swvl offers promotions and other incentives to the customers of such businesses. As

Swvl expands its business into new markets, its marketing initiatives may become increasingly expensive, and generating a meaningful return on those initiatives may be difficult. Even if Swvl successfully increases revenue due to its paid marketing efforts, such an increase may not offset the additional marketing expenses Swvl incurs.

If Swvl's marketing efforts are not successful in promoting awareness of Swvl's offerings or attracting new qualified drivers, riders, or corporate customers, or if Swvl cannot cost-effectively manage its marketing expenses, Swvl's operating results and financial condition could be adversely affected. If Swvl's marketing efforts successfully increase awareness of its offerings, this could also lead to increased public scrutiny of its business and increase the likelihood of third parties bringing legal proceedings against Swvl. Any of the foregoing risks could harm Swvl's business, financial condition, and operating results.

Any failure to offer high-quality user support may harm Swvl's relationships with users and could adversely affect Swvl's reputation, brand, business, financial condition, and operating results.

Swvl's ability to attract and retain drivers, riders and corporate customers to use its platform depends partly on the ease and reliability of its offerings, including its ability to provide high-quality support. Riders, drivers and other users of Swvl's platform depend on Swvl's support services to resolve any issues relating to its offerings, such as issues relating to payments or reporting a safety incident. Swvl's ability to provide adequate and timely support is dependent on its ability to automate support services for simple issues (such as route inquiries) and, for other issues, to retain and deploy third-party service providers who are qualified to support users and sufficiently knowledgeable regarding Swvl's offerings. As Swvl continues to grow its business and improve and expand its offerings, it will face challenges in providing quality support services at scale. As Swvl expands its offerings into new territories, it will be required to provide support services specific to its offerings and the needs of users in the applicable market. Furthermore, the COVID-19 pandemic may impact Swvl's ability to provide adequate and timely support (such as a decrease in the availability of service providers and an increase in response time). Any failure to provide high-quality user support, or a market perception that Swvl does not offer high-quality support, could adversely affect Swvl's reputation, brand, business, financial condition and operating results.

Systems failures and resulting interruptions in the availability of Swvl's website, applications, platform, or offerings could adversely affect Swvl's business, financial condition, and operating results.

Swvl's systems, or those of the third parties upon which Swvl relies, may experience service interruptions or degradation because of hardware and software defects or malfunctions, distributed denial-of-service and other cyberattacks, human error, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks, computer viruses, ransomware, malware or other events. Swvl's systems may also be subject to break-ins, sabotage, theft and intentional acts of vandalism, including by Swvl's employees. Some of Swvl's systems are not fully redundant, and Swvl's disaster recovery planning may not be sufficient for all eventualities. Any business interruption insurance that Swvl obtains in the future may not be adequate to cover all of Swvl's losses that may result from interruptions in Swvl's service due to systems failures and similar events.

Swvl may experience system failures and other events or conditions from time to time that interrupt the availability or reduce or affect the speed or functionality of Swvl's offerings. These events could result in loss of revenue. A prolonged interruption in the availability or reduction in the availability, speed, or other functionality of Swvl's offerings could adversely affect Swvl's business and reputation and could result in the loss of users. Moreover, to the extent that any system failure or similar event results in harm to the users using its platform, Swvl may make voluntary payments to compensate for such harm or the affected users could seek monetary recourse or contractual remedies from Swvl for their losses and such claims, even if unsuccessful, would likely be time-consuming and costly for Swvl to address.

Swvl's business could be adversely impacted by changes in users' access to the Internet and mobile devices or unfavorable changes in, or Swvl's failure to comply with, existing or future laws governing the Internet and mobile devices.

Swvl's business depends on users' access to its platform via the Internet and mobile devices. Swvl operates in and plans to expand into markets that may have low levels of Internet penetration or provide limited Internet connectivity in some areas. The price of mobile devices and Internet access may limit Swvl's potential growth in such markets. Internet infrastructure in such markets may not support, and may be disrupted by, continued growth in the number of Internet users, their frequency of use or their bandwidth requirements. Any such failure in Internet or mobile device accessibility, even for a short period, could adversely affect Swvl's business, financial condition, or operating results.

Swvl is subject to several laws and regulations specifically governing the Internet and mobile devices that are constantly evolving. Existing and future laws and regulations, or changes thereto, may impede the growth and availability of the Internet and Swvl's offerings, require Swvl to change its business practices, or raise compliance costs or other costs of doing business. These laws and regulations, which continue to evolve, cover taxation, privacy and data protection, pricing, copyrights, mobile and other communications, advertising practices, consumer protections, online payment services, and the characteristics and quality of offerings, among other things. Any failure, or perceived failure, by Swvl to comply with any of these laws or regulations could result in damage to Swvl's reputation and brand, a loss of users, and fines or proceedings by governmental agencies, any of which could adversely affect Swvl's business, financial condition and operating results.

Swvl relies on mobile operating systems and application marketplaces to make its mobile applications available to the drivers and riders using its platform. If Swvl does not effectively operate with or receive favorable placements within such application marketplaces and maintain high user reviews, Swvl's usage or brand recognition could decline and Swvl's business, financial results and operating results could be adversely affected.

Swvl depends in part on mobile operating systems, such as Android and iOS, and their respective application marketplaces to make its applications available to drivers and riders using its platform. Any changes in such systems and application marketplaces that degrade the functionality of Swvl's applications or give preferential treatment to competitors' applications could adversely affect the usage of Swvl's platform. If such mobile operating systems or application marketplaces limit or prohibit Swvl from making its applications available to drivers and riders, make changes that degrade the functionality of Swvl's applications, increase the cost of using its applications, impose terms of use unsatisfactory to Swvl or modify their search or ratings algorithms in ways that are detrimental to it, or if the placement of competitors in such mobile operating systems' application marketplaces is more prominent than the placement of Swvl's applications, overall growth in Swvl's rider or driver base could slow. Swvl's applications have experienced fluctuations in number of downloads in the past, and Swvl anticipates fluctuations in the future. Any of the foregoing risks could adversely affect Swvl's business, financial condition and operating results.

As new mobile devices and mobile platforms are released, there is no guarantee that certain mobile devices will continue to support Swvl's platform or effectively roll out updates to Swvl's applications. Additionally, Swvl needs to ensure that its offerings are designed to work effectively with a range of mobile technologies, systems, networks, and standards to deliver high-quality applications. Swvl may not be successful in developing or maintaining relationships with key participants in the mobile industry that enhance the experience of drivers and riders. If drivers or riders on Swvl's platform encounter any difficulty accessing or using Swvl's applications on their mobile devices, or if Swvl is unable to adapt to changes in popular mobile operating systems, Swvl's business, financial condition, and operating results could be adversely affected.

Swvl depends on the interoperability of its platform across third-party applications and services that Swvl does not control.

Swvl's platform integrates with various communications, ticketing, payment and social media vendors. As Swvl's offerings expand and evolve, its platform may have an increasing number of integrations with other third-party applications, products and services. Third-party applications, products, and services are constantly evolving, and Swvl may not be able to maintain or modify its platform to ensure its compatibility with third-party offerings following development changes. In addition, some of Swvl's competitors or third-parties upon which Swvl relies may take actions that disrupt the interoperability of Swvl's platform with their products or services or exert strong business influence on Swvl's ability to operate and distribute its platform or the terms on which it does so. As Swvl's respective products evolve, Swvl expects the types and levels of competition to increase. Should any of Swvl's competitors or other third-parties modify their products, standards or terms of use in a manner that degrades the functionality or performance of Swvl's platform or is otherwise unsatisfactory to Swvl or gives preferential treatment to competitive products or services, Swvl's products, platform, business, financial condition and operating results could be adversely affected.

If Swvl is unable to make acquisitions and investments or successfully integrate them into its business, or if Swvl enters into strategic transactions that do not achieve its objectives, Swvl's business, financial condition and operating results could be adversely affected.

As part of its business strategy, Swvl may consider various potential strategic transactions, including acquisitions of businesses, new technologies, services and other assets and strategic investments that complement Swvl's business. As Swvl grows, it also may explore investments in new technologies, which Swvl may develop or other parties may develop. There is no assurance that such acquired businesses will be successfully integrated into Swvl's business or generate substantial revenue, or that Swvl's investments in other technologies will generate returns for its business.

Acquisitions involve numerous risks, any of which could harm Swvl's business and negatively affect Swvl's business, financial condition and operating results, including:

- intense competition for suitable acquisition targets, which could increase acquisition costs and adversely affect Swvl's ability to consummate transactions on favorable or acceptable terms;
- failure or material delay in consummating a transaction;
- transaction-related lawsuits or claims;
- Swvl's ability to successfully obtain indemnification;
- difficulties in integrating the technologies, operations, existing contracts, and personnel of an acquired company;
- difficulties in retaining key employees or business partners of an acquired company;
- diversion of financial and management resources from existing operations or alternative acquisition opportunities;
- failure to realize the anticipated benefits or synergies of a transaction;
- failure to identify the problems, liabilities, or other shortcomings or challenges of an acquired company or technology, including issues related to intellectual property, data privacy, cybersecurity, regulatory compliance practices, litigation, revenue recognition or other accounting practices, or employee or user issues;
- risks that regulatory bodies may enact new laws or promulgate new regulations that are adverse to an acquired company or business;

- theft of Swvl's trade secrets or confidential information that Swvl shares with potential acquisition candidates;
- risks that an acquired company or investment in new offerings cannibalizes a portion of Swvl's existing business; and
- adverse market reaction to an acquisition.

In addition, Swvl may divest businesses or assets or enter into joint ventures, strategic partnerships or other strategic transactions. These types of transactions also present certain risks. For example, Swvl may not achieve the desired strategic, operational, and financial benefits of a divestiture, partnership, joint venture, or other strategic transaction. Further, during the pendency of a divestiture or the integration or separation process of any strategic transaction, Swvl may be subject to risks related to a decline in business or a loss of employees, customers, or suppliers.

If Swvl fails to address the foregoing risks or other problems encountered in connection with past or future acquisitions of businesses, new technologies, services and other assets, strategic investments or other transactions, or if Swvl fails to integrate such acquisitions or investments successfully, or if it is unable to successfully complete other transactions or such transactions do not meet its strategic objectives, its business, financial condition and operating results could be adversely affected.

Swvl's pending acquisition of a controlling interest in Shotl may not be completed as anticipated, or if completed, may not be beneficial to Swvl as a result of the cost of integrating geographically disparate operations and the diversion of management's attention from Swvl's existing business, among other things.

Integration of the Shotl business and operations with Swvl's existing business and operations will be a complex, time-consuming and costly process, particularly given that the acquisition will significantly diversify the geographic areas in which Swvl operates. Failure to successfully integrate the Shotl business and operations with Swvl's existing business and operations in a timely manner may have a material adverse effect on Swvl's business, financial condition, results of operations and cash flows. Similarly, Swvl's ongoing acquisition program exposes it to integration risks as well. The difficulties of combining the acquired operations include, among other things:

- failure to realize expected profitability, growth or accretion;
- integrating additional Swvl Business offerings into Swvl's existing operations;
- coordinating geographically disparate organizations, systems and facilities;
- attracting sufficient platform users in Europe, Brazil and Japan;
- operating in several new jurisdictions and municipalities with unique laws and regulations;
- consolidating corporate, technological and administrative functions;
- the diversion of management's attention from other business concerns;
- rider loss from the acquired businesses; and
- potential environmental or regulatory liabilities and title problems.

In addition, Swvl may not realize all of the anticipated benefits from its acquisition of a controlling interest in Shotl, such as cost savings and revenue enhancements, for various reasons, including the fact that Swvl's diligence was of a limited scope and performed by a third party business consultant solely with respect to Shotl's business in Spain, difficulties integrating operations and personnel, higher costs, COVID-19 related interruption, unknown liabilities and fluctuations in markets.

Swvl does not have written contractual arrangements in place with certain of its historically material customers.

Swvl has provided, and continues to provide, TaaS services to certain corporate customers without a written contract governing such arrangement. While the counterparties have performed under such arrangements without any material disputes, in the event of a dispute the lack of a written contract could make it particularly difficult for Swvl to enforce its rights under the arrangement, if at all. Swvl is in the process of entering into definitive documentation to govern its relationships with such corporate customers, but there is no guarantee such definitive documentation will ultimately be entered into, and there are no assurances entry into such definitive documentation would allow Swvl to enforce claims against such counterparties for actions taken prior to entry into such agreements.

Swvl's business could be adversely affected by natural disasters, public health crises, political crises, economic downturns, or other unexpected events.

A natural disaster, such as an earthquake, fire, hurricane, tornado or flood, or significant power outage, could disrupt Swvl's operations, mobile networks, the Internet or the operations of Swvl's third-party technology providers. In addition, any public health crises, other epidemics, political crises, such as terrorist attacks, war and other political or social instability, or other catastrophic events could adversely affect Swvl's operations or the economy as a whole. Moreover, the likelihood of such events may increase as a result of climate change or other systemic impacts. The impact of such events or other disruption to Swvl or its third-party providers' abilities could result in decreased demand for Swvl's offerings or a disruption in the provision of Swvl's offerings, which could adversely affect Swvl's business, financial condition and operating results.

Swvl's business, financial condition and operating results are also subject to general economic conditions in the markets in which it operates. Any deterioration of economic conditions in such markets could lead to, among other things, increased unemployment and decreased consumer spending and commercial activity. As a result, demand for Swvl's platform by riders and drivers may decline. Swvl cannot predict the timing or duration of any economic slowdown or subsequent economic recovery in the markets in which it operates or intends to operate. An economic downturn resulting in a prolonged recessionary period may adversely affect Swvl's business, financial condition and operating results

Swvl's operations are subject to currency volatility and inflation risk.

The U.S. dollar is Swvl's presentation currency as a group. Swvl also derives revenues and incurs expenses in other currencies relevant to each country of operations, including Egyptian pounds, Pakistani rupees, and Kenyan shillings. Swvl is therefore subject to foreign currency exchange fluctuations through both translation risk and transaction risk. As a result, Swvl is exposed to the risk that these currencies may appreciate relative to the U.S. dollar or, if such currencies devalue relative to the dollar, that inflation rates may exceed the speed of devaluation, or that the timing of such depreciation may lag behind inflation. The dollar cost of Swvl's operations would increase in any such event, and Swvl's dollar-denominated operating results would be adversely affected.

Risks Related to Regulatory, Legal and Tax Factors Affecting Swvl

Swvl has identified material weaknesses in its internal control over financial reporting. If for any reason Swvl is unable to remediate these material weaknesses and otherwise to maintain proper and effective internal controls over financial reporting in the future, Swvl's ability to produce accurate and timely consolidated financial statements may be impaired, which may harm Swvl's operating results, Swvl's ability to operate its business or investors' views of Swvl.

Prior to the Business Combination, Swvl has operated as a private company with the size of accounting and financial reporting personnel, and other resources with which to address its internal controls over financial

reporting, being in line with early-stage private companies. In connection with the preparation of its financial statements as of and for the year ended December 31, 2020, Swvl and its independent registered public accounting firm identified material weaknesses in Swvl's internal control over financial reporting related to (1) the sufficiency of resources with an appropriate level of technical accounting and SEC reporting experience, (2) a lack of sufficient financial reporting policies and procedures that are commensurate with IFRS and SEC reporting requirements, and (3) the design and operating effectiveness of IT general controls for information systems that are relevant to the preparation of Swvl's consolidated financial statements.

The Public Company Accounting Oversight Board has defined a material weakness as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of Swvl's financial statements will not be prevented or detected on a timely basis.

Swvl has developed and is in the process of implementing a remediation plan to address these control deficiencies, which will address the underlying causes of Swvl's material weaknesses. As part of Swvl's remediation plan, Swvl has hired additional qualified personnel within its finance and accounting functions who are experienced in IFRS and SEC reporting, in addition to starting to conduct training for Swvl personnel with respect to IFRS and SEC financial reporting. Swvl is establishing more robust processes to support its internal control over financial reporting, including sufficient financial reporting policies and procedures that are commensurate with IFRS and SEC reporting requirements. Furthermore, with respect to the effectiveness of Swvl's IT general controls, Swvl is establishing formal processes and controls for information systems that are key to the preparation of its consolidated financial statements, including access and change controls. In the near term, Swvl has engaged external advisors who are providing financial accounting assistance, in addition to evaluating the design, implementation and operating effectiveness of its internal controls over financial reporting. If these measures are ineffective, Swvl may be unable to remediate these issues in the anticipated timeframe, which may have an adverse effect on Swvl's operating results, Swvl's ability to operate its business or investors' views of Swvl.

Swvl was not required to perform an evaluation of internal control over financial reporting as of December 31, 2020 in accordance with the provisions of the Sarbanes-Oxley Act because Swvl was a private company during that period. Had such an evaluation been performed, additional control deficiencies may have been identified by Swvl, and those control deficiencies may have also represented one or more material weaknesses

Uncertainties with respect to the legal systems in the jurisdictions in which Swvl operates, including changes in laws and the adoption and interpretation of new laws and regulations, could adversely affect Swvl's business, financial condition and operating results.

At present, Swvl conducts the majority of its operations in Egypt, Pakistan and Kenya, but it currently operates in seven countries and intends to operate in 20 countries by 2025. There are, and will likely continue to be, substantial uncertainties regarding the interpretation and application of laws and regulations in the jurisdictions in which Swvl operates, including the laws and regulations governing Swvl's business, the enforcement and performance of contractual arrangements and the protection of intellectual property rights. The legal systems in the countries in which Swvl operates may not be as predictable or developed as that of the United States, and in particular, may not have developed laws and regulations relating to the ridesharing industry. As a result, existing laws and regulations may be applied inconsistently and, in certain circumstances, it may be difficult to determine what actions or omissions may be deemed to violate applicable laws and regulations. There can be no assurance that Swvl's business will not be found to violate applicable laws or regulations in these jurisdictions in the future.

In addition, the jurisdictions in which Swvl has business operations may in the future enact new laws and regulations relating to the Internet, emissions and other environmental matters associated with ridesharing

operations, the ridesharing industry generally and the operation of Swvl's business, and the interpretation and enforcement of such laws may involve significant uncertainties. New laws and regulations that affect Swvl's existing and proposed future businesses may also be applied retroactively.

Swvl is, and will likely in the future be, required to hold multiple registrations, licenses, permits and approvals in connection with its business operations. New laws and regulations may be adopted from time to time that require Swvl to obtain registrations, licenses, permits and approvals in addition to those Swvl already
holds. Swvl does not hold all of the required licenses and registrations for certain jurisdictions where Swvl operates. For example, Law No. 87 of 2018 imposed new licensing requirements for Swvl's business and drivers using its platform in Egypt. As of the date hereof, Swvl's application for such a license is pending. In addition, any such required registrations, licenses, permits and approvals may be difficult for Swvl to obtain. If Swvl fails to obtain any required registrations, licenses, permits or approvals or is otherwise found to be operating its business in a manner that is not compliant with applicable law, Swvl may be subject to fines, revocation of its licenses and permits or other sanctions or be required to discontinue or restrict Swvl's operations in such jurisdictions. Swvl cannot predict the effect that the interpretation of existing or new laws or regulations may have on Swvl's business.

In addition, governments in the jurisdictions Swvl operates or intends to operate may restrict or control to varying degrees the ability of foreign investors to invest in businesses located or operating in such jurisdictions. Because Swvl and Holdings are incorporated in the British Virgin Islands, Swvl or Holdings, as the case may be, may be deemed to be foreign investors and therefore be subject to such restrictions or controls. As a result, there may be a risk of loss due to, among other things, expropriation, nationalization or confiscation of assets or the imposition of restrictions on repatriation of capital invested, in each case by the governmental or regulatory agencies empowered in such jurisdictions. While, in some cases, the British Virgin Islands has entered into international investment treaties or agreements designed to encourage and protect investment by BVI persons in foreign jurisdictions, there can be no guarantee that such treaties or agreements will cover the jurisdictions in which Swvl or Holdings operate in or that such treaties or agreements will be fully implemented or effective. In other cases, Swvl is not able to take advantage of certain treaties because it is a British Virgin Islands Company and is therefore exposed to additional risk of such loss.

Any of the foregoing or similar occurrences or developments could significantly disrupt Swvl's business operations and restrict Swvl from conducting a substantial portion of its business operations in these jurisdictions, which could adversely affect Swvl's business, financial condition or operating results.

As Swvl expands its offerings, it may become subject to additional laws and regulations, and any actual or perceived failure by Swvl to comply with such laws and regulations or manage the increased costs associated with such laws and regulations could adversely affect Swvl's business, financial condition, and operating results.

As Swvl continues to expand its offerings and user base, it may become subject to additional laws and regulations, which may differ or conflict from one jurisdiction to another. Many of these laws and regulations were adopted prior to the advent of Swvl's industry and related technologies and, as a result, do not contemplate or address the unique issues faced by Swvl's industry.

Despite Swvl's efforts to comply with applicable laws, regulations and other obligations relating to its offerings, it is possible that Swvl's practices, offerings or platform could be inconsistent with, or fail or be alleged to fail to meet all requirements of, such laws, regulations or obligations. Swvl's failure to comply with such laws, regulations or obligations may result in Swvl being blocked from or limited in providing or operating its products and offerings in such jurisdictions, or it may be required to modify its business model in those or other jurisdictions as a result. Moreover, Swvl's failure, or the failure by Swvl's third-party service providers, to comply with applicable laws or regulations or any other obligations relating to Swvl's offerings, could harm Swvl's reputation and brand, discourage new and existing drivers and riders from using Swvl's platform, lead to

refunds of rider fares or result in fines or proceedings by governmental agencies or private claims and litigation, any of which could adversely affect Swvl's business, financial condition and operating results

Swvl is subject to various laws relating to anti-corruption, anti-bribery, anti-money laundering, and countering the financing of terrorism and has operations in certain countries known to experience high levels of corruption. Swvl has not implemented, or has only recently implemented, certain policies and procedures for the operation of its business and compliance with applicable laws and regulations, including policies with respect to anti-bribery and anti-corruption matters and cyber protection.

Swvl is subject to anti-corruption, anti-bribery, and anti-money laundering and countering the financing of terrorism laws in the jurisdictions in which Swvl does business. Swvl will be subject to such laws in other jurisdictions in the future, including, for example, the FCPA. These laws generally prohibit Swvl, its employees and agents from improperly influencing government officials or commercial parties to, among other things, obtain or retain business, direct business to any person, or gain any improper advantage. Under applicable anti-bribery and anti-corruption laws, Swvl could be held liable for acts of corruption and bribery committed by third-party business partners and service providers, representatives, and agents who acted on Swvl's behalf.

Swvl has operations in, and has business relationships with, entities in countries known to experience high levels of corruption. Swvl and its third-party business partners, representatives, and agents may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. Swvl is subject to the risk that it could be held liable for the corrupt or other illegal activities of these third-party business partners and intermediaries and its and their respective employees, representatives, contractors, and agents, even if Swvl does not authorize such activities. Swvl's employees from time to time consult or engage in discussions with government officials in the jurisdictions where it operates with respect to potential changes in government policies or laws relating to the mass transit ridesharing industry, which may heighten such anti-corruption-related risks.

In addition, Swvl's activities in certain countries with high levels of corruption enhance the risk of unauthorized payments or offers of payments by business partners and service providers, employees, or consultants in violation of various anti-corruption laws, including the FCPA, even though the actions of these parties are often outside Swvl's control. Swvl adopted anti-bribery and anti-corruption policies in September 2020 and implementation of these policies is ongoing. While these policies are intended to address compliance with such laws, there can be no guarantee that they are or will be fully effective at all times, and Swvl's employees and agents may take actions in violation of Swvl's anti-bribery and anti-corruption policies or applicable laws, for which Swvl may be ultimately held responsible. Swvl in the process of reviewing its compliance program to identify areas for enhancements, and Swvl intends to continuously update and improve its compliance program as it expands its operations into new jurisdictions and becomes subject to a larger number of anti-corruption-related laws. However, there remains no guarantee that any such expanded compliance program will be fully effective at all times.

Any violation of applicable anti-bribery, anti-corruption, anti-money laundering, and countering the financing of terrorism laws could result in whistleblower complaints, adverse media coverage, harm to Swvl's reputation and brand, investigations, imposition of significant legal fees, severe criminal or civil sanctions and disgorgement of profits, suspension or loss of required licenses and permits, exit from an important market, substantial diversion of management's attention, a drop in Swvl's share price, or other adverse consequences, any or all of which could have a material and adverse effect on Swvl's business, financial condition and operating results.

Swvl may be subject to claims, lawsuits, government investigations and other proceedings that adversely affect Swvl's business, financial condition and operating results.

Swvl has been subject to claims, lawsuits, government investigations and other legal and regulatory proceedings in the ordinary course of business, including those involving labor and employment, commercial

disputes and tax matters. Swvl expects to continue to be subject to claims, lawsuits, government investigations and other legal or regulatory proceedings in the ordinary course of business, which may involve any of the foregoing matters as well as licensing and permits, pricing practices, competition, consumer complaints, personal injury, anti-discrimination, intellectual property disputes and other matters, and Swvl may become subject to additional types of claims, lawsuits, government investigations and other legal or regulatory proceedings as Swvl's business grows and as Swvl deploys new offerings. Moreover, certain liabilities may be imposed by jurisdictions where Swvl operates, including tax liability, which may subject it to regulatory enforcement procedures if it does not or cannot comply.

The results of any such claims, lawsuits, government investigations or other legal or regulatory proceedings cannot be predicted. Any claims against Swvl, whether meritorious or not, could be time-consuming, result in costly litigation, harm Swvl's reputation, require significant management attention and divert substantial resources. It is possible that a resolution of such proceedings could result in substantial damages, settlement costs, fines and penalties that could adversely affect Swvl's business, financial condition and operating results. These proceedings could also result in harm to Swvl's reputation and brand, sanctions, injunctions or other orders requiring a change in Swvl's business practices. Any of these consequences could adversely affect Swvl's business, financial condition and operating results. Furthermore, under certain circumstances, Swvl has contractual and other legal obligations to indemnify and to incur legal expenses on behalf of Swvl's business and commercial partners.

A determination in, or settlement of, any legal proceeding, whether Swvl is a party to such legal proceeding or not, that involves Swvl's industry could harm Swvl's business, financial condition and operating results. For example, a determination that classifies a driver of a ridesharing platform as an employee, whether Swvl is a party to such determination or not, could cause Swvl to incur significant expenses or require substantial changes to its business model.

In addition, Swvl regularly includes arbitration provisions in Swvl's Terms of Service with drivers and riders using Swvl's platform. These provisions are intended to streamline the dispute resolution process for all parties involved, as arbitration can, in some cases, be faster and less costly than litigating disputes in court. However, arbitration may become more expensive, or the volume of arbitration may increase and become burdensome. The use of arbitration provisions may subject Swvl to certain risks to its reputation and brand, as these provisions have been the subject of increasing public scrutiny in certain jurisdictions.

Further, with the potential for conflicting rules regarding the scope and enforceability of arbitration across the jurisdictions in which Swvl operates and may operate in the future, there is a risk that some or all of Swvl's arbitration provisions could be subject to challenge or may need to be revised to exempt certain categories of protection. If Swvl's arbitration agreements were found to be unenforceable, in whole or in part, or particular claims are required to be exempted from arbitration, Swvl could experience an increase in its costs to litigate disputes and the time involved in resolving such disputes, and Swvl could face increased exposure to potentially costly lawsuits, each of which could adversely affect Swvl's business, financial condition and operating results.

Failure to protect or enforce Swvl's intellectual property rights could harm Swvl's business, financial condition and operating results.

Swvl's success is dependent in part upon protecting Swvl's intellectual property rights and technology (such as code, confidential information, data, processes and other forms of information, knowhow and technology). As Swvl grows, it will continue to develop intellectual property that is important for its existing or future business. Swvl relies on a combination of copyright, trademark, service mark, trade secret, know-how and confidential information laws and contractual restrictions to establish and protect Swvl's intellectual property. However, the steps Swvl takes to protect its intellectual property may not be sufficient and may vary by jurisdiction.

Even if Swvl does detect violations, Swvl may need to engage in litigation to enforce its rights. Any enforcement efforts Swvl undertakes, including litigation, could be time-consuming and expensive and could divert the attention of management. While Swvl takes precautions designed to protect its intellectual property, it may still be possible for competitors and other unauthorized third parties to copy Swvl's technology, reverse engineer its data and use its proprietary information to create or enhance competing solutions and services, which could adversely affect Swvl's position in the rapidly evolving and increasingly competitive mass-transit ridesharing industry.

Swvl has not registered its intellectual property outside Egypt. Some license provisions that protect against unauthorized use, copying, transfer and disclosure of Swvl's technology may be unenforceable under the laws of certain countries. The laws of some countries do not provide the same level of protection of intellectual property as the laws of the United States, and adequate intellectual property protection may not be available or may be limited in such countries. Swvl's intellectual property protection and enforcement strategy is influenced by many considerations, including costs, where Swvl has business operations, where Swvl might have business operations in the future, legal protections available in a specific jurisdiction and/or other strategic considerations. As such, Swvl does not have identical or analogous intellectual property protection in all jurisdictions, which could limit Swvl's freedom to operate as it expands into new jurisdictions. As Swvl expands its offerings into new jurisdictions, its exposure to unauthorized use, copying, transfer and disclosure of proprietary information will likely increase. Swvl may need to expend additional resources to protect, enforce or defend its intellectual property, which could harm Swvl's business, financial condition or operating results.

Swvl enters into confidentiality and intellectual property assignment agreements with employees and contractors and enters into confidentiality agreements with third-party providers and corporate customers. There can be no assurance that these agreements will effectively control access to, and use and distribution of, Swvl's platform and proprietary information. Further, these agreements do not prevent Swvl's competitors from independently developing technologies that are substantially equivalent or superior to Swvl's offerings. Competitors and other third parties may also attempt to reverse engineer Swvl's data, which would compromise Swvl's trade secrets and other rights.

Swvl may be required to spend significant resources monitoring and protecting its intellectual property rights, and some violations may be difficult or impossible to detect. Litigation to defend and enforce Swvl's intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of Swvl's intellectual property. Swvl's efforts to enforce its intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of Swvl's intellectual property rights. Swvl's inability to protect its intellectual property and proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of Swvl's management's attention and resources, could impair the functionality of Swvl's platform, delay introductions of enhancements to Swvl's platform, result in Swvl substituting inferior or more costly technologies into its platform or harm Swvl's reputation or brand. In addition, Swvl may be required to license additional technology from third parties to develop and market new offerings or platform features, which may not be on commercially reasonable terms and could adversely affect Swvl's ability to compete.

The ridesharing industry has also been subject to attempts to steal intellectual property. Although Swvl takes measures to protect its property, if it is unable to prevent the theft of its intellectual property or its exploitation, the value of Swvl's investments may be undermined and Swvl's business, financial condition and operating results may be negatively impacted.

Claims by others that Swvl infringed their proprietary technology or other intellectual property rights could harm Swvl's business, financial condition and operating results.

Companies in the Internet and technology industries are frequently subject to litigation based on allegations of infringement or other violations of intellectual property rights. In addition, certain companies and

rights holders seek to enforce and monetize patents or other intellectual property rights they own or otherwise obtained. As Swvl's public profile grows and the number of competitors in Swvl's markets increases, and as Swvl continues to develop new technologies and intellectual property, the possibility of intellectual property rights claims against Swvl may grow. From time to time, third parties may assert claims of infringement of intellectual property rights against Swvl. Swvl does not hold any patents. Competitors of Swvl and others may now and in the future have significantly larger and more mature patent portfolios than Swvl has. In addition, future litigation may involve patent holding companies or other adverse patent owners who have no relevant product or service revenue and against whom Swvl's own patents (if and when acquired) may therefore provide little or no deterrence or protection. Many potential litigants, including some of Swvl's competitors and patent-holding companies, have the ability to dedicate substantial resources to assert their intellectual property rights. Any claim of infringement by a third-party, even those without merit, could cause Swvl to incur substantial costs defending against such claim, could distract management's attention from the operation of Swvl's business and could require Swvl to cease its use of certain intellectual property. Furthermore, because intellectual property litigation may involve a substantial amount of discovery, Swvl may risk compromising its own confidential information in the course of any such litigation. Swvl may be required to pay substantial damages, royalties or other fees in connection with a claimant securing a judgment against Swvl, Swvl may be subject to an injunction or other restrictions that prevent Swvl from using or distributing its intellectual property, or Swvl may agree to a settlement that prevents it from distributing its offerings or a portion thereof, which could adversely affect Swvl's business, financial condition and operating results.

With respect to any intellectual property rights claim, Swvl may have to seek out a license to continue operations if found to be in violation of such rights, which may not be available on favorable or commercially reasonable terms and may significantly increase Swvl's operating expenses. Some licenses may be non-exclusive, and therefore Swvl's competitors may have access to the same technology licensed to Swvl. If a third-party does not offer Swvl a license to its intellectual property on reasonable terms, or at all, Swvl may be required to develop alternative, non-infringing technology or other intellectual property, which could require significant time (during which Swvl would be unable to continue to offer Swvl's affected offerings), effort and expense and may ultimately not be successful. Any of these events could adversely affect Swvl's business, financial condition and operating results.

Changes in laws or regulations relating to privacy, data protection or the protection or transfer of personal data, or any actual or perceived failure by Swvl to comply with such laws and regulations or any other obligations relating to privacy, data protection or the protection or transfer of personal data, could adversely affect Swvl's business.

Swvl receives, transmits and stores a large volume of personally identifiable information and other data relating to the users of Swvl's platform. Numerous national and international laws, rules and regulations applicable to the jurisdictions in which Swvl operates relate to privacy, data protection and the collection, storing, sharing, use, disclosure and protection of certain types of data. These laws, rules and regulations evolve frequently and their scope may continually change, through new legislation, amendments to existing legislation and changes in enforcement, and may be inconsistent from one jurisdiction to another and may conflict with each other. For example, changes in laws or regulations relating to privacy, data protection and information security, particularly any new or modified laws or regulations that require enhanced protection of certain types of data or new obligations with regard to data retention, transfer or disclosure, could greatly increase the cost of providing Swvl's offerings, require significant changes to Swvl's operations or even prevent Swvl from providing certain offerings in jurisdictions in which it currently operates and in which it may operate in the future. Further, as Swvl continues to expand its platform offerings and user base, Swvl may become subject to additional privacy-related laws and regulations, such as the General Data Protection Regulation (Regulation (EU) 2016/679) (see "*Risk Factors—Risks Related to Regulatory and Legal Factors—Swvl may face particular privacy, data security, and data protection risks if it expands into the European Union or United Kingdom in connection with the GDPR and other data protection regulations*"). Additionally, Swvl has incurred, and expects to continue to incur, expenses

in an effort to comply with privacy, data protection and information security standards and protocols imposed by law, regulation, industry standards or contractual obligations.

Despite Swvl's efforts to comply with applicable laws, regulations and other obligations relating to privacy, data protection and information security, it is possible that Swvl's practices, offerings or platform could be inconsistent with, or fail or be alleged to fail to meet all requirements of, such laws, regulations or obligations. Swvl's failure, or the failure by Swvl's third-party providers or partners, to comply with applicable laws or regulations or any other obligations relating to privacy, data protection or information security, or any compromise of security that results in unauthorized access to, or use or release of personally identifiable information or other driver or rider data, or the perception that any of the foregoing types of failure or compromise has occurred, could damage Swvl's reputation, discourage new and existing drivers and riders from using Swvl's platform or result in fines or proceedings by governmental agencies and private claims and litigation, any of which could adversely affect Swvl's business, financial condition and operating results. Even if not subject to legal challenge, the perception of privacy concerns, whether or not valid, may harm Swvl's reputation and brand and adversely affect Swvl's business, financial condition and operating results.

Swvl may face particular privacy, data security, and data protection risks if it expands into the European Union or United Kingdom in connection with the GDPR and other data protection regulations.

Swvl intends to introduce its Swvl Business offerings in certain European Union ("EU") member states and the United Kingdom in the future. Expansion into the EU and the United Kingdom or marketing directed to those jurisdictions will subject Swvl and certain personal data it proceses to the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), supplemented by national laws and further implemented through binding guidance from the European Data Protection Board, which regulates the collection, control, sharing, disclosure, use and other processing of personal data and imposes stringent data protection requirements with significant penalties, and the risk of civil litigation, for noncompliance. As described further below, if and when Swvl expands its operations into the United Kingdom, it will also be subject to the U.K. General Data Protection Regulation ("U.K. GDPR") (*i.e.*, a version of the GDPR as implemented into U.K. law). Among other requirements, the GDPR regulates transfers of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the United States. The enactment of the GDPR also introduced numerous privacy-related changes for companies operating in the EU, including greater control for data subjects (including, for example, the "right to be forgotten"), increased data portability for EU consumers, data breach notification requirements, and increased fines. In particular, under the GDPR, fines of up to €20 million or up to 4% of the annual global revenue of the non-compliant company, whichever is greater, could be imposed for violations of certain of the GDPR's requirements. Such penalties are in addition to any civil litigation claims by customers and data subjects. The GDPR requirements will likely apply not only to third-party transactions, but also to transfers of information between Swvl and its subsidiaries, including employee information.

As of the date of this filing Swvl is in the process of bringing its operations into compliance with the GDPR. However, Swvl's efforts to bring its practices (or those of its collaborators, service providers, and contractors) into compliance with the GDPR may not succeed for a variety of reasons, including due to internal or external factors such as resource allocation limitations or a lack of vendor cooperation. Noncompliance could result in the commencement of legal proceedings against Swvl by governmental and regulatory entities or others. Any inability to adequately address data privacy or security-related concerns, even if unfounded, or to comply with the GDPR or other applicable laws, regulations, standards and other obligations relating to data privacy and security, could result in litigation, breach notification obligations, regulatory or administrative sanctions, additional cost and liability to Swvl, harm to Swvl's reputation and brand, damage to its relationships with riders, drivers and corporate customers and have an adverse effect on its business, financial condition and operating results.

Swvl's business would be adversely affected if the drivers using its platform were classified as employees.

The classification status of drivers that operate on ridesharing platforms is the subject of ongoing litigation and debate in multiple countries. Certain global ridesharing businesses are currently involved in legal proceedings in multiple jurisdictions, including putative class and collective action lawsuits, charges and claims before administrative agencies, and investigations or audits by labor, social security, and tax authorities, that claim that drivers using their platforms should be treated as employees (or as workers or quasi-employees where those statuses exist) of such companies, rather than as independent contractors.

Swvl classifies its drivers as independent contractors or employees of third parties in the jurisdictions in which Swvl currently operates. Swvl may in the future be subject to proceedings relating to the classification of drivers using its platform as laws and regulations governing the ridesharing industry, labor and employment develop further (or if interpretations of existing laws and regulations change) and as Swvl expands its business operations in new jurisdictions. Swvl may incur substantial expenses in defending such proceedings. If Swvl is not successful in defending such proceedings, it may be required to pay significant damages to drivers or incur other fines, penalties or sanctions. In addition, if, as a result of legislation or judicial decisions in jurisdictions where the employee-contractor distinction is applicable, Swvl is required to classify drivers as employees in such jurisdictions, Swvl may incur significant additional expenses for compensating drivers or making payments on their behalf, including expenses associated with the application of, as applicable, wage and hour laws (including minimum wage, overtime, and meal and rest period requirements), employee benefits, social security contributions, taxes (direct and indirect), and potential penalties. In such event, Swvl may be required to increase its pricing to offset these additional expenses or to discontinue lower-margin offerings or routes, abandon its efforts to expand into new markets or forego other expenditures, such as marketing or hiring key personnel. As a result, Swvl's ability to attract new riders and to retain existing riders could be adversely affected and utilization of Swvl's platform may decrease. Any of the foregoing risks would have an adverse effect on Swvl's business, financial condition and operating results.

Swvl could be subject to claims from riders, drivers or third parties that are harmed whether or not Swvl's platform is in use, which could adversely affect Swvl's brand, business, financial condition and operating results.

Swvl may be subject to claims, lawsuits, investigations and other legal proceedings relating to injuries to, or deaths of, riders, drivers or third-parties that may be attributed to Swvl through its offerings. Swvl may also be subject to claims alleging that Swvl is directly or vicariously liable for the acts of the drivers using its platform or for harm related to the actions of drivers, riders, or third parties, or the management and safety of its platform and assets, including in light of the COVID-19 pandemic and related public health measures issued by various jurisdictions, including travel bans, restrictions, social distancing guidance, and shelter-in-place orders. Swvl may also be subject to personal injury claims whether or not such injury actually occurred as a result of activity on its platform. Swvl may incur expenses to settle personal injury claims, which it may choose to settle for reasons including expediency, protection of its reputation and to prevent the uncertainty of litigating, and Swvl expects that such expenses may increase as its business grows and it faces increasing public scrutiny. Regardless of the outcome of any legal proceeding, any injuries to, or deaths of, any riders, drivers or third parties could result in negative publicity and harm to Swvl's brand, reputation, business, financial condition and operating results. Swvl's insurance policies and programs may not provide sufficient coverage to adequately mitigate the potential liability Swvl faces, especially where any one incident, or a group of incidents, could cause disproportionate harm, and Swvl may have to pay high premiums or deductibles for its coverage and, for certain situations, Swvl may not be able to secure coverage at all. Any of the foregoing risks could adversely affect Swvl's business, financial condition and operating results.

Swvl is subject to changing laws and regulations regarding regulatory matters, corporate governance and public disclosure that have increased, and are likely to continue to increase, both its costs and the risk of non-compliance.

Swvl is subject to rules and regulations by various governing bodies, including, for example, the SEC, which are charged with the protection of investors and the oversight of companies whose securities are publicly traded, and to new and evolving regulatory measures under applicable law, including the laws of the BVI and the various countries and cities in which it operates. Swvl's efforts to comply with new and changing laws and regulations in the jurisdictions in which it operates have resulted in and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

Moreover, because these laws, regulations and standards are subject to varying interpretations and changes due to the emerging nature of the markets in which Swvl operates, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to Swvl's disclosure and governance practices. If Swvl fails to address and comply with these regulations and any subsequent changes, they may be subject to penalty and the business may be harmed.

As a result of plans to expand Swvl's business operations, including to jurisdictions in which tax laws may not be favorable, Holdings' obligations may change or fluctuate, become significantly more complex or become subject to greater risk of examination by taxing authorities, any of which could adversely affect Holdings' after-tax profitability and financial results.

Because Swvl has significant expansion plans, Holdings' effective tax rate may fluctuate or increase in the future. Future effective tax rates could be affected, possibly materially, by changes in tax laws or the regulatory environment, the recognition of operating losses in jurisdictions where no tax benefit can be recorded under the applicable method of accounting, changes in the composition of operating income across tax jurisdictions, changes in deferred tax assets and liabilities, or changes in accounting and tax standards or practices.

Due to the complexity of multinational tax obligations and filings, Holdings may have a heightened risk related to audits or examinations by the relevant taxing authorities. Outcomes from these audits or examinations could have an adverse effect on Holdings' after-tax profitability and financial condition. Additionally, various taxing authorities have increasingly focused attention on intercompany transfer pricing with respect to sales of products and services and the use of intangibles. Taxing authorities could disagree with Holdings' intercompany charges, cross-jurisdictional transfer pricing or other matters and assess additional taxes. If Holdings does not prevail in any such disagreements, its profitability may be affected.

Holdings' after-tax profitability and financial results may also be adversely affected by changes in the relevant tax laws and tax rates, treaties, regulations, administrative practices and principles, judicial decisions and interpretations thereof, in each case, possibly with retroactive effect.

Risks Related to Holdings Operating as a Public Company

There has been no public market for Holdings Common Shares A prior to the Business Combination, and there is no guarantee that an active and liquid market will develop.

Prior to the Business Combination, there has been no public market for Holdings Common Shares A, and there can be no assurance that one will develop or be sustained following the Closing. If a market does not develop or is not sustained, it may be difficult for you to sell your Holdings Shares. Public trading markets may also experience volatility and disruption. This may affect the pricing of Holdings' securities in the secondary

market, the transparency and availability of trading prices, the liquidity of Holdings Common Shares A and the extent of regulation applicable to Holdings. None of Swvl, SPAC or Holdings can predict the prices at which Holdings Common Shares A will trade.

In addition, it is possible that, in future quarters, Holdings' operating results may be below the expectations of securities analysts and investors. As a result of these and other factors, the price of Holdings Common Shares A may decline.

The market price of Holdings Common Shares A could fluctuate significantly, which could result in substantial losses for purchasers of Holdings Common Shares A.

Following the Closing, the market price of Holdings Common Shares A will be affected by the supply and demand for such shares, which may be influenced by numerous factors, many of which are beyond Holdings' control, including:

- fluctuation in actual or projected operating results;
- failure to meet analysts' earnings expectations;
- the absence of analyst coverage;
- negative analyst recommendations;
- changes in trading volumes in Holdings Common Shares A;
- changes in Holdings' shareholder structure;
- changes in macroeconomic conditions;
- the activities of competitors;
- changes in the market valuations of comparable companies;
- changes in investor and analyst perception with respect to Holdings' business or the mass-transit ridesharing industry in general; and
- changes in the statutory framework applicable to Holdings' business.

As a result, the market price of Holdings Common Shares A may be subject to substantial fluctuation.

In addition, general market conditions and fluctuation of share prices and trading volumes could lead to pressure on the market price of Holdings Common Shares A, even if there may not be a reason for this based on Holdings' business performance or earnings outlook. Furthermore, investors in the secondary market may view Swvl's business more critically than prior or current investors, which could adversely affect the market price of Holdings Common Shares A in the secondary market.

If the market price of Holdings Common Shares A declines as a result of the realization of any of these or other risks, investors could lose part or all of their investment in Holdings Common Shares A.

Additionally, in the past, when the market price of a stock has been volatile, holders of that stock have sometimes instituted securities class action litigation against the company that issued the shares. If any of Holdings' shareholders brought a lawsuit against Holdings, Holdings could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of management from the business, which could significantly harm Holdings' business, financial condition and operating results.

A significant portion of Holdings' total outstanding shares following the closing of the Business Combination may not be immediately resold but may be sold into the market soon after closing. This could cause the market price of the Holdings Common Shares A to drop significantly, even if Holdings' business is doing well.

Sales of a substantial number of Holdings Common Shares A in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of the Holdings Common Shares A. After the Business Combination (and assuming no redemptions by SPAC Public Shareholders of their SPAC Public Shares), the Sponsor will hold approximately 6% of the Holdings Common Shares A, including the 8,625,000 Holdings Common Shares A into which the SPAC Class B Ordinary Shares will ultimately convert (or approximately 7% of the Holdings Common Shares A, assuming a maximum redemption by SPAC Public Shareholders of SPAC Public Shares). Pursuant to the terms of the Sponsor Letter Agreement, the SPAC Class B Ordinary Shares (which will be converted into Holdings Common Shares B at the SPAC Merger Effective Time and such Holdings Common Shares B will be converted into Holdings Common Shares A at the Company Merger Effective Time) may not be transferred until the earlier of (i) one year after the consummation of the Company Merger and (ii) the first date on which the last sale price of the Holdings Common Shares A equals or exceeds $12.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the consummation of the Company Merger. Pursuant to the Registration Rights Agreement, Holdings agreed that, within 20 business days after consummation of the Company Merger, Holdings will file with the SEC (at Holdings' sole cost and expense) the Resale Registration Statement, and Holdings will use its reasonable best efforts to cause the Resale Registration Statement become effective as soon as reasonably practicable after the filing thereof. In certain circumstances, the Reg Rights Holders can demand (i) up to three underwritten offerings and (ii) within any 12-month period, two block trades or "at-the-market" or similar registered offerings of their registrable securities and will be entitled to customary piggyback registration rights.

Further, pursuant to the Subscription Agreements, SPAC agreed that, within 30 calendar days after the consummation of the Business Combination, Holdings will file with the SEC (at Holdings' sole cost and expense) the Resale Registration Statement, and Holdings will use its commercially reasonable efforts to have the PIPE Resale Registration Statement declared effective as soon as practicable after the filing thereof. This registration statement will also cover shares issuable upon exercise of as-converted SPAC Warrants. The sale of shares under the PIPE Resale Registration Statement is likely to have an adverse effect on the trading price of the Holdings Common Shares A.

Further, pursuant to the Lock-up Agreements, security holders of Swvl and directors and/or officers of Swvl who are expected to serve as directors and/or officers of Holdings upon the Closing agreed not to (a) transfer, assign or sell any Holdings Common Shares A, (b) 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 Holdings Common Shares A, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, in each case until the earlier of (x) either one year or six months after the consummation of the Company Merger (depending on the applicable Lock-Up Holder's anticipated beneficial ownership of Holdings Common Shares A following the Closing), (y) the first date on which the last sale price of the Holdings Common Shares A equals or exceeds $12.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the consummation of the Company Merger and (z) a liquidation, merger, share exchange or other similar transaction which results in all of Holdings' shareholders having the right to exchange their Holdings Common Shares A for cash, securities or other property.

Additionally, Holdings will likely register for resale shares subject to the converted Exchanged Options, Swvl Convertible Notes and shares under the 2019 Plan.

For more information about the Registration Rights Agreement and Subscription Agreements, see the subsections entitled "The Business Combination — Related Agreements — Registration Rights Agreement" and "The Business Combination — Related Agreements — PIPE Financing."

Investor perceptions of risks in developing countries could reduce investor appetite for investments in these countries or for the securities of issuers operating in these countries.

Investing in securities of issuers operating in developing countries generally involves a higher degree of risk than investing in securities of issuers from more developed countries. Economic crises in one or more such countries may reduce overall investor appetite for securities of issuers operating in developing countries generally, even for such issuers that operate outside the regions directly affected by the crises. Past economic crises in developing countries, including in Egypt, have often resulted in significant outflows of international capital and caused issuers operating in developing countries to face higher costs for raising funds, and in some cases have effectively impeded access to international capital markets for extended periods.

Thus, even if the economies of the countries in which Holdings operates remain relatively stable, financial turmoil in any developing market country could have an adverse effect on Holdings' business, financial condition and operating results.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about Swvl's business, the market price for Holdings Common Shares A and trading volume could decline.

The trading market for Holdings Common Shares A will depend in part on the research and reports that securities or industry analysts publish about Holdings or its business. If securities or industry analyst coverage results in downgrades of Holdings Common Shares A or publishes inaccurate or unfavorable research about Holdings' business, the share price of Holdings Common Shares A would likely decline. If one or more of these analysts cease coverage of Holdings or fail to publish reports on Holdings regularly, Holdings could lose visibility in the financial markets and demand for Holdings Common Shares A could decrease, which, in turn, could cause the market price or trading volume for Holdings Common Shares A to decline significantly.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment and voting decisions. Inaccurate or unfavorable ESG ratings could lead to negative investor sentiment towards Holdings, which could have a negative impact on the market price and demand for Holdings Common Shares A, as well as Holdings' access to and cost of capital.

Holdings will incur increased costs as a result of operating as a public company, and its management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, Holdings will incur significant legal, accounting and other expenses that it does not incur as a private company. For example, Holdings will be subject to the reporting requirements of the Exchange Act and will be required to comply with the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as rules and regulations of the SEC and Nasdaq.

Holdings expects that compliance with these requirements will increase its legal and financial compliance costs and will make some activities more time-consuming and costly. In addition, Holdings expects that its management and other personnel will be required to divert their attention from operational and other business matters to devote substantial time to these public company requirements. In particular, Holdings expects to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act, which will increase further when Holdings is no longer an "emerging growth company" as defined under the Jumpstart Our Business Startups Act of 2012 (the "JOBS

Act") (See *"Holdings is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Holdings Common Shares A less attractive to investors").* As a public company, Holdings is hiring additional accounting and financial staff with appropriate public company experience and technical accounting knowledge and may need to establish an internal audit function.

Holdings' management team has limited experience managing a public company, which may result in difficulty adequately operating and growing Holdings' business.

Holdings' management team has limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Holdings' management team may not successfully or efficiently manage their new roles and responsibilities or the transition to being a public company subject to significant regulatory oversight and reporting obligations under U.S. federal securities laws and the continuous scrutiny of analysts and investors. These new obligations and constituents will require significant attention from Holdings' senior management and could divert their attention from the day-to-day management of Holdings' business, which could adversely affect Holdings' business, financial condition and operating results.

As a private company, Swvl has not endeavored to establish and maintain public-company-quality internal control over financial reporting. If Holdings fails to establish and maintain proper and effective internal control over financial reporting, as a public company, its ability to produce accurate and timely financial statements could be impaired, investors may lose confidence in its financial reporting and the trading price of its shares may decline.

Pursuant to Section 404 of the Sarbanes-Oxley Act, following the Closing, the report by management on internal control over financial reporting will be on Holdings' financial reporting and internal controls (as accounting acquirer). As a private company, Swvl has not previously been required to conduct an internal control evaluation and assessment. The rules governing the standards that must be met for management to assess internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To comply with the Sarbanes-Oxley Act, the requirements of being a reporting company under the Exchange Act and any complex accounting rules in the future, Holdings may need to upgrade its information technology systems, implement additional financial and management controls, reporting systems and procedures, and hire additional accounting and finance staff. If Holdings is unable to hire the additional accounting and finance staff necessary to comply with these requirements, it may need to retain additional outside consultants. Holdings may not be able to effectively and timely implement controls and procedures that adequately respond to the increased regulatory compliance and reporting requirements that will be applicable after the Closing.

In addition, Swvl has identified material weaknesses in its internal control over financial reporting and there can be no assurances that there will not be material weaknesses in Holdings' internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit Holdings' ability to accurately report its financial condition, operating results or cash flows. If Holdings is unable to comply with the requirements of the Sarbanes-Oxley Act or conclude that its internal control over financial reporting is effective, investors may lose confidence in the accuracy and completeness of its financial reports, the market price of its securities could decline, and Holdings could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. Failure to remedy any material weakness in Holdings' internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict Holdings' future access to the capital markets. In addition, failure to implement adequate internal controls or ensure that books and records accurately reflect transactions could result in criminal and civil fines and penalties under the FCPA, as well as related reputational harm and legal fees in defense of such investigations. Any of the foregoing risks could have an adverse effect on Holdings' business, financial condition and results of operations.

Holdings is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Holdings Common Shares A less attractive to investors.

Holdings is an "emerging growth company," as defined in the JOBS Act. As a result, Holdings may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including, the ability to furnish two rather than three years of income statements and statements of cash flows in various required filings and not being required to include an attestation report on internal control over financial reporting issued by Holdings' independent registered public accounting firm. As a result, Holdings' shareholders may not have access to certain information that they deem important. Holdings could be an emerging growth company for up to five years, although Holdings would lose that status sooner if its gross revenue exceeds $1.07 billion, if it issues more than $1.0 billion in nonconvertible debt in a three-year period, or if the fair value of its common stock held by non-affiliates exceeds $700.0 million (and Holdings has been a public company for at least 12 months and has filed one annual report on Form 20-F).

Holdings cannot predict if investors will find Holdings Common Shares A less attractive if it relies on these exemptions. If some investors find Holdings Common Shares A less attractive as a result, there may be a less active trading market for the Holdings Common Shares A and its share price may be more volatile.

As a foreign private issuer, Holdings will not be subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

Upon the consummation of the Business Combination, Holdings will report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because Holdings qualifies as a foreign private issuer under the Exchange Act, Holdings is exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (1) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (2) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (3) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation FD, which is intended to prevent issuers from making selective disclosures of material information. As a result of all of the above, holders of Holdings Common Shares A may not have the same protections afforded to shareholders of a company that is not a foreign private issuer.

As a company incorporated in the British Virgin Islands, Holdings is permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if Holdings complied fully with Nasdaq corporate governance listing standards.

As a BVI business company to be listed on Nasdaq, Holdings is subject to Nasdaq corporate governance listing standards. However, Nasdaq rules permit a foreign private issuer such as Holdings to follow the corporate governance practices of its home country. Certain corporate governance practices in the BVI, which is Holdings' home country, may differ significantly from Nasdaq corporate governance listing standards. For instance, Holdings is not required to:

- have a majority of the board be independent (although all of the members of the audit committee must be independent under the Exchange Act);

- have a compensation committee or a nominating or corporate governance committee consisting entirely of independent directors;
- have regularly scheduled executive sessions for non-management directors; or
- have annual meetings and director elections.

Currently, Holdings does not intend to rely on home country practice with respect to its corporate governance following the Closing. However, if Holdings chooses to follow home country practice in the future, Holdings' shareholders may be afforded less protection than they otherwise would have under corporate governance listing standards applicable to U.S. domestic issuers.

As the rights of shareholders under BVI law differ from those under U.S. law, you may have fewer protections as a shareholder.

Holdings' corporate affairs will be governed by the Holdings Public Company Articles, the BVI Companies Act and the common law of the BVI. The rights of shareholders to take legal action against Holdings' directors, actions by minority shareholders and the fiduciary responsibilities of directors under BVI law are governed by the BVI Companies Act and the common law of the BVI. The common law of the BVI is derived in part from comparatively limited judicial precedent in the BVI as well as from the common law of England, which has persuasive, but not binding, authority on a court in the BVI. The rights of Holdings' shareholders and the fiduciary responsibilities of Holdings' directors under BVI law are largely codified in the BVI Companies Act but are not as clearly established as they would be under statutes or judicial precedents in some jurisdictions in the United States. In particular, the BVI has a less exhaustive body of securities laws as compared to the United States, and some states (such as Delaware) have more fully developed and judicially interpreted bodies of corporate law. There is no statutory recognition in the BVI of judgments obtained in the U.S., although the courts of the BVI will in certain circumstances recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits. As a result of all of the above, holders of Holdings Common Shares A may have more difficulty in protecting their interests in the face of actions taken by Holdings' management, members of the board of directors or major shareholders than they would as shareholders of a U.S. company.

The Holdings Public Company Articles and the Holdings Shareholders Agreement contain certain provisions, including anti-takeover provisions, that limit the ability of shareholders to take certain actions and could delay or discourage takeover attempts that shareholders may consider favorable.

The Holdings Public Company Articles and the Holdings Shareholders Agreement, each as in effect from and after the Company Merger Effective Time, contain provisions that could have the effect of rendering more difficult, delaying, or preventing an acquisition that shareholders may consider favorable, including transactions in which shareholders might otherwise receive a premium for their shares. These provisions could also limit the price that investors might be willing to pay in the future for Holdings Shares, and therefore depress the trading price. These provisions could also make it difficult for shareholders to take certain actions, including electing directors who are not nominated by the incumbent members of the Holdings Board or taking other corporate actions, including effecting changes in Holdings' management, and may inhibit the ability of an acquiror to effect an unsolicited takeover attempt. Such provisions include, among other things:

- a classified board of directors with staggered, three-year terms;
- the ability of the Holdings Board to issue preferred shares and to determine the price and other terms of those shares, including preferences and voting rights, without shareholder approval;
- the right of Mostafa Kandil to serve as Chair of the Holdings Board so long as he remains Chief Executive Officer of Holdings and to serve as a director so long as he beneficially owns at least 1% of the outstanding shares of Holdings and his employment has not been terminated for cause;

- until the completion of Holdings' third annual meeting of shareholders following the Closing, commitments by major shareholders to vote in favor of the appointment of Swvl designees to the Holdings Board at any shareholder meeting (and, thereafter, to vote in favor of the appointment of Mostafa Kandil or his designee to the Holdings Board, subject to specified conditions);
- the limitation of liability of, and the indemnification of and advancement of expenses to, members of the Holdings Board;
- advance notice procedures with which shareholders must comply to nominate candidates to the Holdings Board or to propose matters to be acted upon at a shareholders' meeting, which could preclude shareholders from bringing matters before annual or special meetings and delay changes in the Holdings Board and also may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise from attempting to obtain control of Holdings;
- that directors may be removed only for cause and only upon the vote of two-thirds of the directors then in office;
- that shareholders may not act by written consent in lieu of a meeting;
- the right of the Holdings Board to fill vacancies created by the expansion of the Holdings Board or the resignation, death or removal of a director; and
- that the Memorandum and Articles of Association may be amended only by the Holdings Board of Directors or by the affirmative vote of holders of a majority of not less than 75% of the votes of the shares of Holdings entitled to vote.

Shareholders may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing original actions in the jurisdictions in which Swvl operates based on U.S. or other foreign laws against Holdings, its management or the experts named in this registration statement.

Holdings is a British Virgin Islands company and substantially all of its assets and operations are located outside of the U.S. In addition, most of Holdings' directors and officers will reside outside the U.S. and the substantial majority of their assets are located outside of the U.S. As a result, it may be difficult to effect service of process within the U.S. or elsewhere upon these persons. It may also be difficult to enforce judgments in the jurisdictions in which Swvl operates or British Virgin Islands courts against Holdings and its officers and directors. It may be difficult or impossible to bring an action against Holdings in the British Virgin Islands if you believe your rights under the U.S. securities laws have been infringed. In addition, there is uncertainty as to whether the courts of the British Virgin Islands or jurisdictions in which Swvl operates would recognize or enforce judgments of U.S. courts against Holdings or such persons predicated upon the civil liability provisions of the securities laws of the U.S. or any state and it is uncertain whether such British Virgin Islands courts or courts in jurisdictions in which Swvl operates would hear original actions brought in the British Virgin Islands or jurisdictions in which Swvl operates against Holdings or such persons predicated upon the securities laws of the U.S. or any state. See "*Service of Process and Enforceability of Civil Liabilities Under U.S. Securities Laws*."

Mail sent to Holdings may be delayed.

Mail addressed to Holdings and received at its registered office will be forwarded unopened to the forwarding address supplied by Holdings. None of Holdings, its directors, officers, advisors or service providers (including the organization which provides registered office services in the BVI) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. As a result, shareholder communications sent by mail to Holdings may be delayed.

It may be difficult to enforce judgments obtained in the U.S. in BVI.

There is no statutory enforcement in the British Virgin Islands of judgments obtained in the U.S., however, the courts of the British Virgin Islands will in certain circumstances recognize such a foreign judgment

and treat it as a cause of action in itself which may be sued upon as a debt at common law so that no retrial of the issues would be necessary, provided that:

- the U.S. court issuing the judgment had jurisdiction in the matter and the company either submitted to such jurisdiction or was resident or carrying on business within such jurisdiction and was duly served with process;
- the judgment is final and for a liquidated sum;
- the judgment given by the U.S. court was not in respect of penalties, taxes, fines or similar fiscal or revenue obligations of the company;
- in obtaining judgment there was no fraud on the part of the person in whose favor judgment was given or on the part of the court;
- recognition or enforcement of the judgment in the British Virgin Islands would not be contrary to public policy; and
- the proceedings pursuant to which judgment was obtained were not contrary to natural justice.

The British Virgin Islands courts are unlikely:

- to recognize or enforce against Holdings, judgments of courts of the U.S. predicated upon the civil liability provisions of the securities laws of the U.S.; and
- to impose liabilities against Holdings, predicated upon the certain civil liability provisions of the securities laws of the U.S. so far as the liabilities imposed by those provisions are penal in nature.

Risks Related to the Business Combination

SPAC may not have sufficient funds to consummate the Business Combination.

As of June 30, 2021, SPAC had $1,543,121 available to it outside the Trust Account to fund its working capital requirements. If SPAC is required to seek additional capital, it would need to borrow funds from the Sponsor or an affiliate of the Sponsor, or certain of the SPAC's officers and directors to operate or it may be forced to liquidate. None of such persons is under any obligation to advance funds to SPAC in such circumstances. Any such advances would be repaid only from funds held outside the Trust Account, from funds released to Holdings or SPAC upon completion of the Business Combination, or up to $1,500,000 of the funds may be converted into SPAC Private Placement Warrants at a price of $1.50 per warrant. If SPAC is unable to consummate the Business Combination because it does not have sufficient funds available, SPAC will be forced to cease operations and liquidate the Trust Account. Consequently, SPAC Public Shareholders may receive less than $10 per share and their warrants will expire worthless.

The consummation of the Business Combination is subject to a number of conditions and if those conditions are not satisfied or waived, the Business Combination Agreement may be terminated in accordance with its terms and the Business Combination may not be completed.

The Business Combination Agreement is subject to a number of conditions which must be fulfilled in order to complete the Business Combination. Those conditions include: (a) approval by SPAC's shareholders and Swvl's shareholders, (b) the Holdings Common Shares A not constituting "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act, (c) all consents, approvals, authorizations or permits of, or filings with or notifications to, or expirations or terminations of any waiting periods required by, applicable governmental authorities having been obtained, made or occurred, (d) the listing of the Holdings Common Shares A (including the Earnout Shares) to be issued in connection with the SPAC Merger Closing, the PIPE Financing, the Company Merger Closing and conversion of Swvl Convertible Notes (other than the Swvl Exchangeable Notes) on Nasdaq (or another national securities exchange mutually agreed by Swvl and SPAC) and the effectiveness of the

registration statement of which this proxy statement/prospectus forms a part and (e) SPAC having cash on hand, after distribution of the Trust Account and deducting all amounts to be paid pursuant to the exercise of redemption rights, at least $185,000,000 without taking into account transaction fees and expenses or cash on hand at Swvl (the "Minimum Cash Condition"). For additional information, please see the subsection entitled "*The Business Combination — Conditions to Consummation of the Business Combination Agreement*." In addition, the parties can mutually decide to terminate the Business Combination Agreement at any time, before or after shareholder approval, or SPAC or Swvl may elect to terminate the Business Combination Agreement in certain other circumstances. For additional information please see the subsection entitled "*The Business Combination — Termination.*"

The Minimum Cash Condition is solely for the benefit of Swvl and, as a result, Swvl has the sole right to waive the Minimum Cash Condition and, subject to satisfaction or waiver of the other conditions to Closing, to cause the Closing to occur even if the amount of cash available in the Trust Account, after deducting the amount required to satisfy SPAC's obligations to the SPAC Public Shareholders (if any) that exercise their rights to redeem their SPAC Class A Ordinary Shares pursuant to the SPAC Articles, plus the PIPE Funds, is less than $185,000,000 without taking into account transaction fees and expenses or cash on hand at Swvl. Assuming a redemption value of $10.00 per share, no more than 26,000,000 SPAC Class A Ordinary Shares may be redeemed for aggregate redemption proceeds of $260 million in order for the Minimum Cash Condition to be satisfied. Based on the amount of $345 million in the Trust Account as of June 30, 2021, and after taking into account the anticipated proceeds of $100 million from the PIPE Financing, if 26,000,000 SPAC Class A Ordinary Shares are redeemed, SPAC will still have sufficient cash to satisfy the Minimum Cash Condition.

SPAC may waive one or more of the conditions to the Business Combination, resulting in the consummation of the Business Combination notwithstanding the divergence from assumptions on which the Business Combination was evaluated and approved.

SPAC may agree to waive, in whole or in part, one or more of the conditions to its obligations to complete the Business Combination, to the extent permitted by the SPAC Articles and applicable laws and subject to compliance with the Subscription Agreements. For example, it is a condition to SPAC's obligation to close the Business Combination that certain of Swvl's representations and warranties be true and correct in all material respects as of the date of the Business Combination Agreement and the Company Merger Effective Time. However, if the SPAC Board determines that it is in the best interests of SPAC to proceed with the Business Combination, then the SPAC Board may elect to waive that condition and close the Business Combination. As a result of any such waiver, the Business Combination may be consummated notwithstanding divergence from assumptions on which the Business Combination was evaluated and approved. For additional information please see the subsection entitled "The Business Combination — Conditions to Consummation of the Business Combination Agreement — SPAC and Merger Sub Conditions."

Upon consummation of the Business Combination, the rights of the holders of Holdings Common Shares arising under the BVI Companies Act as well as the Holdings Public Company Articles will differ from and may be less favorable to the rights of holders of SPAC Class A Ordinary Shares arising under Cayman Islands law as well as the SPAC Articles.

Upon consummation of the Business Combination, the rights of holders of Holdings Common Shares will arise under the Holdings Public Company Articles as well as the BVI Companies Act. The Holdings Public Company Articles and the BVI Companies Act contain provisions that differ in some respects from those in the SPAC Articles and under Cayman Islands law and, therefore, some rights of holders of Holdings Common Shares could differ from the rights that holders of SPAC Class A Ordinary Shares currently possess.

In addition, there are differences between the SPAC Articles and Holdings A&R Articles. For a more detailed description of the rights of holders of Holdings Common Shares and how they may differ from the rights of holders of SPAC Class A Ordinary Shares, please see the section entitled "Comparison of Corporate

Governance and Shareholder Rights." The form of the Holdings A&R Articles and the form of the Holdings Public Company Articles are attached as *Annex C* and *Annex D*, respectively, to this proxy statement/prospectus, and you are urged to read them.

Risks Related to SPAC

The Sponsor and the Key SPAC Shareholders have agreed to vote in favor of the Business Combination, regardless of how the SPAC Public Shareholders vote.

Unlike many other blank check companies in which the founders agree to vote their SPAC Class B Ordinary Shares in accordance with the majority of the votes cast by public shareholders in connection with an initial business combination, the Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in favor of the Business Combination. As of July 28, 2021, the Sponsor and the Key SPAC Shareholders owned shares equal to approximately 8.9% of SPAC's issued and outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares in the aggregate. Accordingly, it is more likely that the necessary shareholder approval will be received for the Business Combination than would be the case if the Sponsor and such other shareholders agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in accordance with the majority of the votes cast by the SPAC Public Shareholders.

The Sponsor has interests in the Business Combination that are different from, or in addition to, those of other shareholders generally, and SPAC's directors were aware of and considered such interests, among other matters, in recommending that shareholders vote in favor of approval of the Business Combination Proposals.

In considering the SPAC Board's recommendation to vote in favor of the approval of the Business Combination Proposals, SPAC shareholders should be aware that aside from their interests as shareholders, the Sponsor and certain of SPAC's directors and officers have interests in the Business Combination that are different from, or in addition to, those of other SPAC shareholders generally. These interests include, among other things:

- the fact that the Sponsor and SPAC's directors and officers have agreed not to redeem any SPAC Class A Ordinary Shares held by them in connection with a shareholder vote to approve the Business Combination;
- the fact that the Sponsor and SPAC's directors and officers have agreed to waive their rights to liquidating distributions from the Trust Account with respect to any SPAC Class B Ordinary Shares held by them if SPAC fails to complete an Initial Business Combination within the Combination Period, resulting in a loss of approximately $ based on the Trust Account balance as of , 2021;
- the fact that if the Trust Account is liquidated, including in the event SPAC is unable to complete an Initial Business Combination within the required time period, the Sponsor has agreed to indemnify SPAC to ensure that the proceeds in the Trust Account are not reduced below $10.00 per SPAC Public Share, or such lesser amount per SPAC Public Share as is in the Trust Account on the liquidation date, by the claims of (a) any third party (other than SPAC's independent registered public accounting firm) for services rendered or products sold to SPAC or (b) a prospective target business with which SPAC has entered into a letter of intent, confidentiality, or other similar agreement or business combination agreement, but only if such a third party or target business has not executed a waiver of all rights to seek access to the Trust Account;
- the fact that the Sponsor paid an aggregate of $25,000, or approximately $0.003 per share, for 8,625,000 SPAC Class B Ordinary Shares and that such SPAC Class B Ordinary Shares will have a significantly higher value at the time of the Business Combination, which, if unrestricted and freely tradable, would be valued at approximately $, based on the most recent closing price of the SPAC Class A Ordinary Shares of $ per share on , 2021;

- the fact that the Sponsor paid an aggregate of $8,900,000, or approximately $1.50 per warrant, for 5,933,333 SPAC Private Placement Warrants to purchase SPAC Class A Ordinary Shares and that such SPAC Private Placement Warrants will expire worthless if an Initial Business Combination is not consummated within the Combination Period;
- the fact that up to an aggregate amount of $1,500,000 of any amounts outstanding under any working capital loans made by the Sponsor or any of its affiliates to SPAC may be converted into SPAC Warrants to purchase SPAC Class A Ordinary Shares at a price of $1.50 per warrant at the option of the lender (as of the date of this proxy statement/prospectus, there were no amounts outstanding under any working capital loans);
- the anticipated designation of Victoria Grace, SPAC's Chief Executive Officer and member of the SPAC Board, and Lone Fonss Schroder, a member of the SPAC Board, as directors of Holdings following the Business Combination;
- the fact that Victoria Grace is Chief Executive Officer and Managing Member of the Sponsor and may be deemed to have or share beneficial ownership of the SPAC Class B Ordinary Shares held directly by the Sponsor;
- the fact that Victoria Grace also served as a member of the board of directors of VNV Global, an affiliate of a significant existing shareholder of Swvl;
- the fact that Lone Fonss Schroder also serves as Chief Executive Officer of Concordium AG, an affiliate of the Concordium Foundation, a PIPE Investor;
- the continued indemnification of SPAC's existing directors and officers under the Holdings Memorandum and Articles and the continuation of SPAC's directors' and officers' liability insurance after the Business Combination;
- the fact that Holdings has agreed to indemnify the Sponsor for certain losses incurred in connection with actions arising out of the Transactions;
- the fact that the Sponsor will lose its entire investment in SPAC if an Initial Business Combination is not completed within the Combination Period;
- the fact that the Sponsor will benefit from the completion of a business combination and may be incentivized to complete an acquisition of a less favorable target company or on terms less favorable to shareholders rather than liquidate;
- the fact that the Sponsor and SPAC's officers and directors will be reimbursed for out-of-pocket expenses incurred in connection with activities on SPAC's behalf, such as identifying potential target businesses and performing due diligence on suitable business combinations, which expenses were approximately $ as of , 2021;
- the fact that SPAC's directors and officers are, or may in the future become, affiliated with entities that are engaged in a similar business to SPAC; for example, in February 2021, SPAC's directors and officers launched Queen's Gambit Growth Capital II, a new blank check company incorporated for the purpose of effecting a business combination;
- the terms and provisions of the Related Agreements as set forth in detail under the section entitled "The Business Combination — Related Agreements"; and
- the fact that given the differential in the purchase price that the Sponsor paid for the SPAC Class B Ordinary Shares as compared to the price of the SPAC Units sold in SPAC's IPO and the 8,625,000 Holdings Common Shares A that the Sponsor will receive upon conversion of the SPAC Class B Ordinary Shares in connection with the Business Combination, the Sponsor and its affiliates may earn a positive rate of return on their investment even if the Holdings Common Shares A trade below the price initially paid for the SPAC Units in SPAC's IPO and the SPAC Public Shareholders receive a negative rate of return following the completion of the Business Combination

For additional information, please see the subsection entitled "*The Business Combination—Interests of Certain Persons in the Business Combination*."

The Sponsor holds a significant number of SPAC Class B Ordinary Shares and SPAC Warrants. It will lose its entire investment in SPAC if SPAC does not complete an Initial Business Combination.

The Sponsor holds all 8,625,000 of the SPAC Class B Ordinary Shares, representing approximately 20% of the total outstanding SPAC Shares as of the date hereof. The SPAC Class B Ordinary Shares will be worthless if SPAC does not complete an Initial Business Combination within the Combination Period. In addition, the Sponsor holds an aggregate of 5,933,333 SPAC Private Placement Warrants that will also be worthless if SPAC does not complete an Initial Business Combination within the Combination Period.

The SPAC Class B Ordinary Shares are identical to the SPAC Class A Ordinary Shares included in the SPAC Units, except that (a) the SPAC Class B Ordinary Shares and the SPAC Class A Ordinary Shares into which the SPAC Class B Ordinary Shares convert upon an Initial Business Combination are subject to certain transfer restrictions, (b) the Sponsor and SPAC's officers and directors have entered into a letter agreement with SPAC, pursuant to which they have agreed (i) to waive their redemption rights with respect to their SPAC Class B Ordinary Shares and any SPAC Public Shares they own in connection with the completion of an Initial Business Combination and (ii) to waive their rights to liquidating distributions from the Trust Account with respect to their SPAC Class B Ordinary Shares if SPAC fails to complete an Initial Business Combination within the Combination Period (although they will be entitled to liquidating distributions from the Trust Account with respect to any SPAC Class A Ordinary Shares they hold if SPAC fails to complete an Initial Business Combination within the Combination Period) and (c) the SPAC Class B Ordinary Shares are automatically convertible into SPAC Class A Ordinary Shares at the time of an Initial Business Combination.

The personal and financial interests of the Sponsor and SPAC's officers and directors may have influenced their motivation in identifying and selecting the Business Combination, completing the Business Combination and influencing SPAC's operation following the Business Combination.

SPAC will incur significant transaction costs in connection with the Business Combination.

SPAC has and expects to incur significant, non-recurring costs in connection with consummating the Business Combination. All expenses incurred in connection with the Business Combination Agreement and the Business Combination, including all legal, accounting, consulting, investment banking and other fees, expenses and costs, will be for the account of the party incurring such fees, expenses and costs. SPAC's transaction expenses as a result of the Business Combination are currently estimated at approximately $ million, including approximately $10.0 million in deferred underwriting discounts and commissions to the underwriters of SPAC's IPO.

The exercise of discretion by SPAC's directors and officers in agreeing to changes to the terms of or waivers of closing conditions in the Business Combination Agreement may result in a conflict of interest when determining whether such changes to the terms of the Business Combination Agreement or waivers of conditions are appropriate and in the best interests of SPAC's shareholders.

In the period leading up to the consummation of the Business Combination, other events may occur that, pursuant to the Business Combination Agreement, would require SPAC to agree to amend the Business Combination Agreement, to consent to certain actions or to waive rights that it is entitled to under the Business Combination Agreement. Such events could arise because of changes in the course of the business of Swvl, a request by Swvl and its management to undertake actions that would otherwise be prohibited by the terms of the Business Combination Agreement or the occurrence of other events that would have a material adverse effect on the business of Swvl and could entitle SPAC to terminate the Business Combination Agreement. In any such circumstance, it would be in the discretion of SPAC, acting through the SPAC Board, to grant its consent or

waive its rights. The existence of the financial and personal interests of the SPAC directors described elsewhere in this proxy statement/prospectus may result in a conflict of interest on the part of one or more of the SPAC directors between what he or she may believe is best for SPAC and SPAC's shareholders and what he or she may believe is best for himself or herself or his or her affiliates in determining whether or not to take the requested action. As of the date of this proxy statement/prospectus, SPAC does not believe there will be any changes or waivers that SPAC's directors and officers would be likely to make after SPAC shareholder approval of the Business Combination has been obtained. While certain changes could be made without further shareholder approval, if there is a change to the terms of the Business Combination that would have a material impact on the shareholders, SPAC will be required to circulate a new or amended proxy statement/prospectus or supplement thereto and resolicit the vote of SPAC's shareholders with respect to the Business Combination Proposals.

If SPAC is unable to complete an Initial Business Combination within the Combination Period, the SPAC Public Shareholders may receive only approximately $10.00 per share on the liquidation of the Trust Account (or less than $10.00 per share in certain circumstances where a third party brings a claim against SPAC that the Sponsor is unable to indemnify), and the SPAC Warrants will expire worthless.

If SPAC is unable to complete an Initial Business Combination within the Combination Period, the SPAC Public Shareholders may receive only approximately $10.00 per share on the liquidation of the Trust Account (or less than $10.00 per share in certain circumstances where a third party brings a claim against SPAC that the Sponsor is unable to indemnify (as described below)), and the SPAC Warrants will expire worthless.

If third parties bring claims against SPAC, the proceeds held in the Trust Account could be reduced and the per share redemption amount received by SPAC's shareholders may be less than $10.00 per share.

SPAC's placing of funds in the Trust Account may not protect those funds from third-party claims against SPAC. Although SPAC will seek to have all of its vendors, service providers (other than its independent registered public accounting firm), prospective target businesses and other entities with which SPAC does business execute agreements with SPAC waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account for the benefit of SPAC Public Shareholders, such parties may not execute such agreements, or even if they execute such agreements, they may not be prevented from bringing claims against the Trust Account, including, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against SPAC's assets, including the funds held in the Trust Account. Although no third parties have refused to execute an agreement waiving such claims to the monies held in the Trust Account to date, if any third party refuses to execute such an agreement in the future, SPAC's management will perform an analysis of the alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if SPAC's management believes that such third party's engagement would be significantly more beneficial to SPAC than any alternative.

Examples of possible instances where SPAC may engage a third party that refuses to execute a waiver include the engagement of a third-party consultant whose particular expertise or skills are believed by SPAC's management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where SPAC is unable to find a service provider willing to execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with SPAC and will not seek recourse against the Trust Account for any reason. Upon redemption of the SPAC Public Shares, if SPAC is unable to complete an Initial Business Combination within the prescribed timeframe, or upon the exercise of a redemption right in connection with an Initial Business Combination, SPAC will be required to provide for payment of claims of creditors that were not waived that may be brought against SPAC within the ten years following redemption. Accordingly, the per share redemption amount received by the SPAC Public Shareholders could be less than the $10.00 per SPAC Public Share initially held in the Trust Account, due to claims of such creditors. The Sponsor has agreed that it will be liable to SPAC if and to the extent any claims by a third party (other than SPAC's independent registered public

accounting firm) for services rendered or products sold to SPAC, or a prospective target business with which SPAC has entered into a letter of intent, confidentiality or other similar agreement, reduce the amount of funds in the Trust Account to below the lesser of (a) $10.00 per SPAC Public Share and (b) the actual amount per SPAC Public Share held in the Trust Account, if less than $10.00 per SPAC Public Share due to reductions in the value of the trust assets as of the date of the liquidation of the Trust Account, in each case including interest earned on the funds held in the Trust Account and not previously released to SPAC to pay its taxes, *provided* that such liability will not apply to any claims by a third party that executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under SPAC's indemnity of the underwriters of its Initial Public Offering against certain liabilities, including liabilities under the Securities Act. However, SPAC has not asked the Sponsor to reserve for such indemnification obligations, nor has SPAC independently verified whether the Sponsor has sufficient funds to satisfy its indemnity obligations and it believes that the Sponsor's only assets are securities of SPAC. Therefore, SPAC cannot assure you that the Sponsor would be able to satisfy those obligations. As a result, if any such claims were successfully made against the Trust Account, the funds available to SPAC for an Initial Business Combination and redemptions could be reduced to less than $10.00 per SPAC Public Share. In such event, SPAC may not be able to complete an Initial Business Combination, and you would receive such lesser amount per share in connection with any redemption of your SPAC Public Shares. None of SPAC's officers or directors will indemnify SPAC for claims by third parties including, without limitation, claims by vendors and prospective target businesses.

SPAC's directors may decide not to enforce the indemnification obligations of the Sponsor, resulting in a reduction in the amount of funds in the Trust Account available for distribution to the SPAC Public Shareholders.

In the event that the proceeds in the Trust Account are reduced below the lesser of (a) $10.00 per SPAC Public Share and (b) the actual amount per SPAC Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than $10.00 per share due to reductions in the value of the trust assets, in each case including interest earned on the funds held in the Trust Account and not previously released to SPAC to pay its taxes, and the Sponsor asserts that it is unable to satisfy its obligations or that it has no indemnification obligations related to a particular claim, SPAC's independent directors would determine whether to take legal action against the Sponsor to enforce its indemnification obligations.

While SPAC currently expects that its independent directors would take legal action on SPAC's behalf against the Sponsor to enforce its indemnification obligations to us, it is possible that SPAC's independent directors in exercising their business judgment, and subject where relevant to their fiduciary duties, may choose not to do so in any particular instance if, for example, the cost of such legal action is deemed by the independent directors to be too high relative to the amount recoverable or if the independent directors determine that a favorable outcome is not likely. If SPAC's independent directors choose not to enforce these indemnification obligations, the amount of funds in the Trust Account available for distribution to the SPAC Public Shareholders may be reduced below $10.00 per share.

SPAC may not have sufficient funds to satisfy indemnification claims of its directors and officers.

SPAC has agreed to indemnify its officers and directors to the fullest extent permitted by law. However, SPAC's officers and directors have agreed, and any persons who may become officers or directors of SPAC prior to an Initial Business Combination will agree, to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account and to not seek recourse against the Trust Account for any reason whatsoever. Accordingly, any indemnification provided will be able to be satisfied by SPAC only if (a) SPAC has sufficient funds outside of the Trust Account or (b) SPAC consummates an Initial Business Combination. SPAC's obligation to indemnify its officers and directors may discourage SPAC shareholders from bringing a lawsuit against SPAC's officers or directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against SPAC's officers and directors, even though

such an action, if successful, might otherwise benefit SPAC and its shareholders. Furthermore, a shareholder's investment may be adversely affected to the extent SPAC pays the costs of settlement and damage awards against its officers and directors pursuant to these indemnification provisions.

If, after SPAC distributes the proceeds in the Trust Account to the SPAC Public Shareholders, SPAC files a bankruptcy petition or an involuntary bankruptcy petition is filed against SPAC that is not dismissed, a bankruptcy court may seek to recover such proceeds, and the members of the SPAC Board may be viewed as having breached their fiduciary duties to SPAC's creditors, thereby exposing the members of the SPAC Board and SPAC to claims of punitive damages.

If, after SPAC distributes the proceeds in the Trust Account to the SPAC Public Shareholders, SPAC files a bankruptcy petition or an involuntary bankruptcy petition is filed against SPAC that is not dismissed, any distributions received by SPAC's shareholders could be viewed under applicable debtor/creditor and/or bankruptcy laws as either a "preferential transfer" or a "fraudulent conveyance." As a result, a bankruptcy court could seek to recover some or all amounts received by SPAC's shareholders. In addition, the SPAC Board may be viewed as having breached its fiduciary duty to SPAC's creditors and/or having acted in bad faith, thereby exposing itself and us to claims of punitive damages, by paying the SPAC Public Shareholders from the Trust Account prior to addressing the claims of creditors.

If, before distributing the proceeds in the Trust Account to the SPAC Public Shareholders, SPAC files a bankruptcy petition or an involuntary bankruptcy petition is filed against SPAC that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of SPAC's shareholders and the per share amount that would otherwise be received by SPAC's shareholders in connection with SPAC's liquidation may be reduced.

If, before distributing the proceeds in the Trust Account to the SPAC Public Shareholders, SPAC files a bankruptcy petition or an involuntary bankruptcy petition is filed against SPAC that is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in SPAC's bankruptcy estate and subject to the claims of third parties with priority over the claims of SPAC's shareholders. To the extent any bankruptcy claims deplete the Trust Account, the per share amount that would otherwise be received by SPAC's shareholders in connection with SPAC's liquidation may be reduced.

Even if SPAC consummates the Business Combination, there is no guarantee that the SPAC Warrants will be in the money at the time they become exercisable, and they may expire worthless.

The exercise price for the SPAC Warrants is $11.50 per SPAC Class A Ordinary Share. There is no guarantee that the SPAC Warrants will be in the money following the time they become exercisable and prior to their expiration, and as such, they may expire worthless.

SPAC may amend the terms of the SPAC Public Warrants in a manner that may be adverse to holders thereof with the approval by the holders of at least 50% of the then-outstanding SPAC Public Warrants. As a result, the exercise price of the SPAC Public Warrants could be increased, the exercise period could be shortened and the number of SPAC Class A Ordinary Shares purchasable upon exercise of a SPAC Public Warrant could be decreased, all without a holder's approval.

The SPAC Public Warrants were issued in registered form under the Warrant Agreement. The Warrant Agreement provides that the terms of the SPAC Public Warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 50% of the then-outstanding SPAC Public Warrants to make any change that adversely affects the interests of the registered holders of SPAC Public Warrants. Accordingly, SPAC may amend the terms of the SPAC Public Warrants in a manner adverse to a holder if holders of at least 50% of the then-outstanding SPAC Public Warrants approve of such amendment. Although SPAC's ability to amend the terms of the SPAC Public

Warrants with the consent of at least 50% of the then-outstanding SPAC Public Warrants is unlimited, examples of such amendments could be amendments to, among other things, increase the exercise price of the SPAC Public Warrants, convert the SPAC Public Warrants into cash or stock (at a ratio different than initially provided), shorten the exercise period or decrease the number of SPAC Class A Ordinary Shares purchasable upon exercise of a SPAC Public Warrant.

SPAC may redeem unexpired SPAC Warrants prior to their exercise at a time that is disadvantageous to warrant holders, thereby making their warrants worthless.

SPAC has the ability to redeem its outstanding SPAC Warrants at any time after they become exercisable and prior to their expiration, at a price of $0.01 per SPAC Warrant, *provided* that the last reported sales price of the SPAC Class A Ordinary Shares equals or exceeds $18.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which SPAC gives proper notice of such redemption and provided certain other conditions are met. If and when the SPAC Warrants become redeemable by SPAC, SPAC may exercise its redemption right even if SPAC is unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding SPAC Warrants could force you to (a) exercise your SPAC Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (b) sell your SPAC Warrants at the then-current market price when you might otherwise wish to hold your SPAC Warrants, or (c) accept the nominal redemption price which, at the time the outstanding SPAC Warrants are called for redemption, is likely to be substantially less than the market value of your SPAC Warrants. None of the SPAC Private Placement Warrants will be redeemable by SPAC for cash so long as they are held by the Sponsor or its permitted transferees.

In addition, SPAC may redeem your SPAC Warrants after they become exercisable for a number of SPAC Class A Ordinary Shares determined based on the redemption date and the fair market value of the SPAC Class A Ordinary Shares. Any such redemption may have similar consequences to a cash redemption described above. In addition, such redemption may occur at a time when the SPAC Warrants are ”out-of-the-money,” in which case you would lose any potential embedded value from a subsequent increase in the value of the SPAC Class A Ordinary Shares had your SPAC Warrants remained outstanding.

Because certain of the SPAC Class A Ordinary Shares and SPAC Warrants currently trade as SPAC Units consisting of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, the SPAC Units may be worth less than units of other blank check companies.

Each SPAC Unit contains one-third of one SPAC Warrant. Pursuant to the Warrant Agreement, no fractional SPAC Warrants will be issued upon separation of the SPAC Units, and only whole SPAC Warrants will trade. This is different from other blank check companies similar to SPAC whose units include one share of common stock and one warrant to purchase one whole share. This unit structure may cause the SPAC Units to be worth less than if each included a warrant to purchase one whole share. SPAC has established the components of the SPAC Units in this way in order to reduce the dilutive effect of the SPAC Warrants upon completion of an Initial Business Combination since the SPAC Warrants will be exercisable in the aggregate for one-third of the number of shares compared to units that each contain a whole warrant to purchase one share, thus making SPAC a more attractive business combination for target businesses. Nevertheless, this unit structure may cause the SPAC Units to be worth less than if they included a warrant to purchase one whole share.

SPAC may issue a substantial number of additional SPAC Ordinary Shares or SPAC Preference Shares to complete the Business Combination or Holdings may issue additional shares under an employee incentive plan after completion of the Business Combination. Any such issuances would dilute the interest of SPAC's shareholders and likely present other risks.

SPAC may issue additional SPAC Ordinary Shares or SPAC Preference Shares to complete the Business Combination or Holdings may issue additional shares under an employee incentive plan after completion of the Business Combination.

The issuance of additional SPAC Ordinary Shares or SPAC Preference Shares by SPAC or Holdings Common Shares A or Holdings Preference Shares by Holdings:

- may significantly dilute the equity interests of SPAC's investors;
- may subordinate the rights of holders of SPAC Ordinary Shares if SPAC Preference Shares are issued with rights senior to those afforded the SPAC Ordinary Shares;
- could cause a change in control if a substantial number of SPAC Ordinary Shares are issued, which may affect, among other things, SPAC's ability to use its net operating loss carry forwards, if any, and could result in the resignation or removal of SPAC's present officers and directors; and
- may adversely affect prevailing market prices for SPAC Units, SPAC Class A Ordinary Shares and/or the SPAC Public Warrants.

SPAC conducted due diligence on an accelerated timeline. SPAC cannot assure you that this diligence identified all material issues or risks associated with the Company, its business, or the industry in which it operates. Additional information my later arise in connection with the preparation of this proxy statement/prospectus, or after the consummation of the Business Combination.

SPAC cannot assure you that the due diligence SPAC has conducted on Swvl will reveal all material issues that may be present with regard to Swvl, or that it would be possible to uncover all material issues through a customary amount of due diligence or that risks outside of SPAC's control will not later arise. SPAC conducted its due diligence on an accelerated timeline. Swvl is a privately held company and SPAC therefore has made its decision to pursue a business combination with Swvl on the basis of limited information, which may result in a business combination that is not as profitable as expected, if at all. As a result, Holdings may be forced to later write-down or write-off assets, restructure operations, or incur impairment or other charges that could result in reporting losses. Even if SPAC's due diligence successfully identified certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analysis. Even though these charges may be non-cash items and would not have an immediate impact on Holdings' liquidity, the fact that Holdings reports charges of this nature could contribute to negative market perceptions about Holdings or Holdings' securities. Accordingly, any shareholders of SPAC who choose to remain shareholders of Holdings following the Business Combination could suffer a reduction in the value of their shares. Such shareholders are unlikely to have a remedy for such reduction in value unless they are able to successfully claim that the reduction was due to the breach by SPAC's officers or directors of fiduciary duties owed by them to SPAC, or if they are able to successfully bring a private claim under securities laws that the proxy statement/prospectus relating to the Business Combination contained an actionable material misstatement or material omission.

If the Business Combination's benefits do not meet the expectations of investors, shareholders or financial analysts, the market price of SPAC's securities may decline.

If the benefits of the Business Combination do not meet the expectations of investors or securities analysts, the market price of SPAC's securities prior to the Company Merger Closing may decline. The market values of SPAC's securities at the time of the Business Combination may vary significantly from their prices on the date the Business Combination Agreement was executed, the date of this proxy statement/prospectus or the date on which SPAC's shareholders vote on the Business Combination.

In addition, following the Business Combination, fluctuations in the price of Holdings' securities could contribute to the loss of all or part of your investment in such securities. Accordingly, the valuation ascribed to the SPAC Class A Ordinary Shares in the Business Combination may not be indicative of the price of Holdings' securities that will prevail in the trading market following the Business Combination. If an active market for Holdings' securities fails to develop and continue, the trading price of Holdings' securities following the Business Combination could be volatile and subject to wide fluctuations in response to various factors, some of which will be beyond Holdings' control. Any of the factors listed below could have a material adverse effect on your investment in Holdings' securities and Holdings' securities may trade at prices significantly below the price you paid for them. In such circumstances, the trading price of Holdings' securities may not recover and may experience a further decline.

Factors affecting the trading price of Holdings' securities following the Business Combination may include:

- actual or anticipated fluctuations in Holdings' financial results or the financial results of companies perceived to be similar to Holdings;
- changes in the market's expectations about Holdings' operating results;
- success of competitors;
- Holdings' operating results failing to meet the expectation of securities analysts or investors in a particular period;
- changes in financial estimates and recommendations by securities analysts concerning Holdings or the market in general;
- operating and stock price performance of other companies that investors deem comparable to Holdings;
- Holdings' ability to market new and enhanced products and technologies on a timely basis;
- changes in laws and regulations affecting Holdings' business;
- Holdings' ability to meet compliance requirements;
- commencement of, or involvement in, or the outcomes of, litigation involving Holdings;
- changes in Holdings' capital structure, such as future issuances of securities or the incurrence of additional debt;
- the volume of Holdings Common Shares A available for public sale;
- any major change in the Holdings Board or Holdings' management;
- sales of substantial amounts of Holdings Common Shares A by Holdings' directors, executive officers or significant shareholders or the perception that such sales could occur; and
- general economic and political conditions such as recessions, interest rates, fuel prices, international currency fluctuations and acts of war or terrorism.

Broad market and industry factors may materially harm the market price of our securities either before or after the consummation of the Business Combination irrespective of our operating performance. The stock market in general and Nasdaq have experienced price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the particular companies affected. The trading prices and valuations of these stocks, and of our securities, may not be predictable. A loss of investor confidence in the market for retail stocks or the stocks of other companies which investors perceive to be similar to Holdings following the Business Combination could depress Holdings' stock price regardless of its business, prospects, financial conditions or results of operations. A decline in the market price of Holdings' securities also could adversely affect its ability to issue additional securities and its ability to obtain additional financing in the future.

The Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates may elect to purchase SPAC Public Shares from the SPAC Public Shareholders, which may influence the vote on the Business Combination Proposals and reduce the public "float" of the SPAC Class A Ordinary Shares.

The Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates may purchase SPAC Public Shares in privately negotiated transactions or in the open market either prior to or following the completion of the Business Combination, although they are under no obligation to do so. There is no limit on the number of SPAC Public Shares the Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates may purchase in such transactions, subject to compliance with applicable law and the Nasdaq rules. Any such privately negotiated purchases may be effected at purchase prices that are in excess of the per share pro rata portion of the Trust Account. However, the Sponsor, SPAC's directors, officers and advisors and their respective affiliates have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the Trust Account will be used to purchase SPAC Public Shares in such transactions. None of the Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates will make any such purchases when they are in possession of any material non-public information not disclosed to the seller of such SPAC Public Shares or during a restricted period under Regulation M under the Exchange Act. Such a purchase could include a contractual acknowledgement that such shareholder, although still the record holder of such SPAC Public Shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights, and could include a contractual provision that directs such shareholder to vote such shares in a manner directed by the purchaser.

In the event that the Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates purchase SPAC Public Shares in privately negotiated transactions from SPAC Public Shareholders who have already elected to exercise their redemption rights, such selling shareholders would be required to revoke their prior elections to redeem their shares.

The purpose of any such purchases of SPAC Public Shares could be to vote such shares in favor of the Business Combination and thereby increase the likelihood of obtaining shareholder approval of the Business Combination or to satisfy a closing condition in the Business Combination Agreement, where it appears that such requirement would otherwise not be met. Any such purchases of SPAC Public Shares may result in the completion of the Business Combination that may not otherwise have been possible. Any such purchases will be reported pursuant to Section 13 and Section 16 of the Exchange Act to the extent the purchasers are subject to such reporting requirements.

In addition, if such purchases are made, the public "float" of the SPAC Class A Ordinary Shares may be reduced and the number of beneficial holders of SPAC's securities may be reduced, which may make it difficult to maintain or obtain the quotation, listing or trading of SPAC's or Holdings' securities on a national securities exchange. See the subsection entitled "*The Business Combination — Potential Purchases of Public Shares*" for a description of how the Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates will select which shareholders or warrant holders to purchase securities from in any private transaction.

Changes in laws or regulations, or a failure to comply with any laws or regulations, may adversely affect SPAC's or, after the consummation of the Business Combination, Holdings' business, investments, and results of operations.

SPAC is and, after the consummation of the Business Combination, Holdings will be subject to laws and regulations enacted by national, regional and local governments. In particular, SPAC is and Holdings will be required to comply with certain SEC and other legal requirements. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on SPAC's and Holdings' businesses, investments, and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on

SPAC's and Holdings' businesses, including SPAC's ability to negotiate and complete the Business Combination, and results of operations.

The JOBS Act permits "emerging growth companies" like SPAC to take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies.

SPAC qualifies as an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act, as modified by the JOBS Act. As such, SPAC takes advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies, including (a) the exemption from the auditor attestation requirements with respect to internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act, (b) the exemptions from say-on-pay, say-on-frequency and say-on-golden parachute voting requirements and (c) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. As a result, SPAC shareholders may not have access to certain information they deem important. SPAC will remain an emerging growth company until the earliest of (a) the last day of the fiscal year (i) following January 22, 2026, the fifth anniversary of the IPO, (ii) in which it has total annual gross revenue of at least $1.07 billion (as adjusted for inflation pursuant to SEC rules from time to time) or (iii) in which SPAC is deemed to be a large accelerated filer, which means the market value of the SPAC Class A Ordinary Shares that are held by non-affiliates exceeds $700 million as of the last business day of the prior second fiscal quarter, and (b) the date on which SPAC has issued more than $1.0 billion in non-convertible debt during the prior three year period.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the exemption from complying with new or revised accounting standards provided in Section 7(a)(2)(B) of the Securities Act as long as it is an emerging growth company. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies, but any such election to opt out is irrevocable. SPAC has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, SPAC, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of SPAC's financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

SPAC cannot predict if investors will find the SPAC Class A Ordinary Shares less attractive because it will rely on these exemptions. If some investors find the SPAC Class A Ordinary Shares less attractive as a result, there may be a less active trading market for the SPAC Class A Ordinary Shares and SPAC's share price may be more volatile.

The SPAC Warrants and SPAC Class B Ordinary Shares may have an adverse effect on the market price of the SPAC Class A Ordinary Shares and make it more difficult to effectuate the Business Combination.

SPAC issued warrants to purchase 11,500,000 SPAC Class A Ordinary Shares as part of the SPAC Units. SPAC also issued 5,933,333 SPAC Private Placement Warrants, each exercisable to purchase one SPAC Class A Ordinary Share at $11.50 per share.

The Sponsor currently owns an aggregate of 8,625,000 SPAC Class B Ordinary Shares. The SPAC Class B Ordinary Shares are convertible into SPAC Class A Ordinary Shares on a one-for-one basis, subject to adjustment for share splits, share dividends, reorganizations, recapitalizations and the like and subject to further adjustment as set forth herein. In addition, if the Sponsor makes any working capital loans, it may convert those loans into up to an additional 1,000,000 SPAC Private Placement Warrants, at the price of $1.50 per warrant.

Any issuance of a substantial number of additional SPAC Class A Ordinary Shares upon exercise of these warrants and conversion rights will increase the number of issued and outstanding SPAC Class A Ordinary Shares and reduce the value of the SPAC Class A Ordinary Shares issued to complete the Business Combination. Therefore, the SPAC Warrants and SPAC Class B Ordinary Shares may make it more difficult to effectuate the Business Combination or increase the cost of acquiring Swvl.

SPAC does not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for SPAC to complete the Business Combination even if a substantial majority of SPAC's shareholders do not agree.

The SPAC Articles do not provide a specified maximum redemption threshold, except that in no event will SPAC redeem SPAC Public Shares in an amount that would cause its net tangible assets to be less than $5,000,001 after giving effect to the transactions contemplated by the Business Combination Agreement and the PIPE Financing. As a result, SPAC may be able to complete the Business Combination even though a substantial majority of the SPAC Public Shareholders do not agree with the transaction and have exercised their redemption rights with respect to their shares or have entered into privately negotiated agreements to sell their shares to the Sponsor, SPAC's officers, directors or advisors or any of their respective affiliates. In the event the aggregate cash consideration Holdings would be required to pay for all of the Holdings Commons Shares A related to SPAC Class A Ordinary Shares that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed Business Combination exceeds the aggregate amount of cash available to SPAC, SPAC will not complete the Business Combination or redeem any shares, all of the SPAC Class A Ordinary Shares submitted for redemption will be returned to the holders thereof, and SPAC instead may search for an alternate Initial Business Combination.

SPAC's shareholders' ownership and voting interests in Holdings following the Business Combination will be reduced as compared to SPAC's shareholders' ownership and voting interests in SPAC, which may result in SPAC's shareholders exercising less influence over Holdings's management.

Following the SPAC Merger and prior to the Company Merger, holders of SPAC Ordinary Shares, SPAC Warrants and SPAC Units will hold the same interests in Holdings as they did in SPAC as of immediately prior to the SPAC Merger. However, in connection with the Closing, Holdings will issue Holdings Common Shares A to Swvl Shareholders and the PIPE Investors, which will result in SPAC's shareholders being diluted. See the sections entitled "Summary of the Proxy Statement/Prospectus—Ownership of Holding After the Closing" and "Unaudited Pro Forma Condensed Combined Financial Information" for further information.

The SPAC Warrants are accounted for as liabilities and the changes in value of the SPAC Warrants could have a material effect on SPAC's financial results.

On April 12, 2021, the Acting Director of the Division of Corporation Finance and Acting Chief Accountant of the SEC issued a statement entitled "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies (the "SEC Staff Statement"), which focused on certain settlement terms and provisions related to certain tender offers following a business combination, which terms are similar to those contained in the Warrant Agreement governing the SPAC Warrants. As a result of the SEC Staff Statement, SPAC reevaluated the accounting treatment of the SPAC Warrants and determined to classify the SPAC Warrants as derivative liabilities measured at fair value, with changes in fair value each period reported in earnings.

As a result, included on SPAC's balance sheet as of June 30, 2021 are derivative liabilities related to the embedded features contained within the SPAC Warrants. Accounting Standards Codification ("ASC") 815-40, Derivatives and Hedging: Contracts in an Entities Own Equity ("ASC 815-40") provides for the remeasurement of the fair value of such derivatives at each balance sheet date, with a resulting non-cash gain or loss related to the change in the fair value being recognized in earnings in the statement of operations. As a result

of the recurring fair value measurement, SPAC's financial statements and results of operations may fluctuate quarterly, based on factors that are outside of SPAC's control. Due to the recurring fair value measurement, SPAC expects that it will recognize non-cash gains or losses on the SPAC Warrants each reporting period and that the amount of such gains or losses could be material.

Holdings (or, prior to the SPAC Merger, SPAC) may be a "passive foreign investment company," or "PFIC", which could result in adverse U.S. federal income tax consequences to U.S. Holders.

If Holdings (or, prior to the SPAC Merger, SPAC) is a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder (as defined below in the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—U.S. Holder Defined"), the U.S. Holder may be subject to adverse U.S. federal income tax consequences and may be subject to additional reporting requirements. Assuming the SPAC Merger qualifies as an F Reorganization (see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—The SPAC Merger"), SPAC's current taxable year would not close and would continue under Holdings, including for purposes of the PFIC rules. Accordingly, following the Business Combination, including for the taxable year that includes the Business Combination, the PFIC asset and income tests will be applied based on the assets and activities of the combined business.

SPAC believes it had no gross income and no passive assets in its first and most recent taxable year, which ended on December 31, 2020 (the "2020 Tax Year"), and did not meet the PFIC income or asset tests with respect to the 2020 Tax Year. Because the timing of the Business Combination and of revenue production of the combined company is uncertain, and because PFIC status is based on income, assets and activities for an entire taxable year, it is possible that Holdings could not meet the asset or income test in the current taxable year or in any other taxable year, and such determination may not be made for any taxable year until after the close of the taxable year. Accordingly, there can be no assurance that Holdings (or, prior to the SPAC Merger, SPAC) will not be a PFIC for any taxable year. If a U.S. Holder holds Holdings Securities (or, prior to the SPAC Merger, SPAC Public Securities) while Holdings (or SPAC) is a PFIC, unless the U.S. Holder makes certain elections, Holdings will continue to be treated as a PFIC with respect to such U.S. Holder during subsequent years, whether or not Holdings (or, prior to the SPAC Merger, SPAC) is treated as a PFIC in those years.

U.S. Holders are strongly urged to consult with their own tax advisors to determine the application of the PFIC rules to them in their particular circumstances and any resulting tax consequences. Please see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—Passive Foreign Investment Company Rules" for a more detailed discussion with respect to the PFIC status of SPAC (and, following the SPAC Merger, Holdings) and the resulting tax consequences to U.S. Holders.

Risks Related to the Redemption

There is no guarantee that a shareholder's decision whether to redeem its shares for a pro rata portion of the Trust Account will put the shareholder in a better future economic position.

SPAC can give no assurance as to the price at which a shareholder may be able to sell its Holdings Common Shares A or SPAC Public Shares, as applicable, in the future following the completion of the Business Combination or any alternative Business Combination. Certain events following the consummation of the Business Combination may cause an increase in the price of Holdings Common Shares A and may result in a lower value realized now than a shareholder might realize in the future had the shareholder redeemed their shares. Similarly, if a shareholder does not exercise its redemption rights with respect to all of its SPAC Public Shares, the shareholder will bear the risk of ownership of the Holdings Common Shares A after the consummation of the Business Combination, and there can be no assurance that a shareholder can sell its shares in the future for a greater amount than the redemption price set forth in this proxy statement/prospectus. A shareholder should consult, and rely solely upon, the shareholder's own tax and/or financial advisor for assistance on how this may affect his, her or its individual situation.

If SPAC's shareholders fail to comply with the redemption requirements specified in this proxy statement/prospectus, they will not be entitled to exercise their redemption rights for a pro rata portion of the funds held in the Trust Account with respect to their SPAC Class A Ordinary Shares.

In order to exercise their redemption rights, holders of SPAC Public Shares are required to submit a request in writing and deliver their shares (either physically or electronically) to SPAC's transfer agent at least two business days prior to the SPAC Shareholders' Meeting. Shareholders electing to exercise their redemption rights with respect to their SPAC Public Shares will receive their pro rata portion of the Trust Account, including interest not previously released to us to pay SPAC's taxes, calculated as of two business days prior to the anticipated consummation of the Business Combination. See the subsection entitled "Extraordinary General Meeting — Redemption Rights" for additional information on how to exercise your redemption rights.

Shareholders who wish to exercise their redemption rights for a pro rata portion of the Trust Account with respect to their SPAC Public Shares must comply with specific requirements for redemption that may make it more difficult for them to exercise their redemption rights prior to the deadline.

Public shareholders who wish to exercise their redemption rights for a pro rata portion of the Trust Account with respect to their SPAC Public Shares must, among other things, as more fully described in the subsection entitled "Extraordinary General Meeting — Redemption Rights," tender their certificates to SPAC's transfer agent or deliver their shares to the transfer agent electronically through DTC prior to 5:00 p.m., Eastern time, on , 2021. In order to obtain a physical stock certificate, a shareholder's broker and/or clearing broker, DTC and SPAC's transfer agent will need to act to facilitate this request. It is SPAC's understanding that shareholders should generally allot at least two weeks to obtain physical certificates from the transfer agent. However, because SPAC does not have any control over this process or over the brokers, it may take significantly longer than two weeks to obtain a physical certificate. If it takes longer than anticipated to obtain a physical certificate, shareholders who wish to exercise their redemption rights may be unable to obtain physical certificates by the deadline for exercising their redemption rights and thus will be unable to exercise their redemption rights.

In addition, holders of outstanding SPAC Units must separate the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising redemption rights with respect to the SPAC Public Shares. If you hold SPAC Units registered in your own name, you must deliver the certificate for such units or deliver such units electronically to Continental Stock Transfer & Trust Company with written instructions to separate such units into SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit the mailing of the SPAC Public Share certificates or electronic delivery of the SPAC Public Shares back to you so that you may then exercise your redemption rights with respect to the SPAC Public Shares following the separation of such SPAC Public Shares from the SPAC Units.

If a broker, dealer, commercial bank, trust company or other nominee holds your SPAC Units, you must instruct such nominee to separate your SPAC Units. Your nominee must send written instructions by facsimile to Continental Stock Transfer & Trust Company. Such written instructions must include the number of SPAC Units to be split and the nominee holding such units. Your nominee must also initiate electronically, using DTC's DWAC system, a withdrawal of the relevant SPAC Units and a deposit of the corresponding number of SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit your nominee to exercise your redemption rights with respect to the SPAC Public Shares following the separation of such SPAC Public Shares from the SPAC Units. While this is typically done electronically on the same business day, you should allow at least one full business day to accomplish the separation. If you fail to cause your SPAC Public Shares to be separated in a timely manner, you will likely not be able to exercise your redemption rights.

If a SPAC Public Shareholder fails to receive notice of SPAC's offer to redeem its SPAC Public Shares in connection with the Business Combination, or fails to comply with the procedures for tendering its shares, it may not exercise its redemption rights.

SPAC will be required to comply with the proxy rules when conducting redemptions in connection with the Business Combination. Despite SPAC's compliance with these rules, if a SPAC Public Shareholder fails to receive SPAC's proxy materials, such shareholder may not become aware of the opportunity to redeem its SPAC Public Shares. In addition, the proxy materials that SPAC will furnish to holders of its SPAC Public Shares in connection with the Business Combination will describe the various procedures that must be complied with in order to validly exercise redemption rights. In the event that a shareholder fails to comply with these or any other procedures, it may not exercise its redemption rights.

If you or a "group" of shareholders of which you are a part are deemed to hold an aggregate of more than 20% of the SPAC Class A Ordinary Shares issued in the SPAC IPO, you (or, if a member of such a group, such group) will lose the ability to exercise your (or its) redemption rights with respect to all such shares in excess of 20% of the total SPAC Class A Ordinary Shares in the SPAC IPO.

A shareholder, together with any of its affiliates or any other person with whom it is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will lose the ability to exercise its redemption rights with respect to all of its or, if part of such a group, the group's shares, in excess of 20% of the SPAC Class A Ordinary Shares included in the units sold in the SPAC IPO. In order to determine whether a shareholder is acting in concert or as a group with another shareholder, SPAC will require each shareholder seeking to exercise redemption rights to certify to SPAC whether such shareholder is acting in concert or as a group with any other shareholder. Such certifications, together with other public information relating to share ownership available to SPAC at that time, such as Schedule 13D, Schedule 13G and Section 16 filings under the Exchange Act, will be the sole basis on which SPAC makes the above-referenced determination. Your inability to exercise your redemption rights with respect to any such excess shares will reduce your influence over SPAC's ability to consummate the Business Combination. Additionally, you will not receive redemption distributions with respect to the Holdings Common Shares A related to such excess shares if SPAC consummates the Business Combination. As a result, you will continue to hold that number of shares aggregating to more than 20% of the shares sold in the SPAC IPO and, in order to dispose of such excess shares, would be required to sell your Holdings Common Shares A in open market transactions, potentially at a loss. There is no assurance that the value of such excess shares will appreciate over time following the Business Combination or that the market price of the Holdings Common Shares A will exceed the per-share redemption price. Notwithstanding the foregoing, (a) shareholders may challenge SPAC's determination as to whether a shareholder is acting in concert or as a group with another shareholder in a court of competent jurisdiction, and (b) SPAC shareholders' ability to vote all of their shares (including such excess shares) for or against the Business Combination is not restricted by this limitation on redemption.

If SPAC is unable to consummate the Business Combination or any other Initial Business Combination within the Combination Period, the SPAC Public Shareholders may be forced to wait beyond such date before redemption from the Trust Account.

If SPAC is unable to consummate the Business Combination or any other Initial Business Combination within the Combination Period, SPAC will (a) cease all operations except for the purpose of winding up, (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the SPAC Public Shares, at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to SPAC to pay its taxes (less up to $100,000 of interest to pay dissolution expenses and net of taxes payable), divided by the number of then-outstanding SPAC Public Shares, which redemption will completely extinguish SPAC Public Shareholders' rights as shareholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (c) as promptly as reasonably possible following such redemption, subject to the

approval of SPAC's remaining shareholders and the SPAC Board, liquidate and dissolve, subject in each case of (b) and (c) above to SPAC's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

Whether a redemption of Holdings Common Shares A will be treated as a sale of such Holdings Common Shares A for U.S. federal income tax purposes will depend on a U.S. Holder's specific facts. Additionally, Holdings may be a PFIC, which could result in adverse U.S. federal income tax consequences to U.S. Holders who exercise their redemption right.

The U.S. federal income tax treatment of a redemption of Holdings Common Shares A will depend on whether the redemption qualifies as a sale of such Holdings Common Shares A under Section 302(a) of the Code, which will depend largely on the total number of Holdings Common Shares A treated as held by the U.S. Holder electing to redeem its Holdings Common Shares A (including any shares constructively owned by the U.S. Holder as a result of owning Holdings Warrants or otherwise) relative to all of the shares of Holdings Common Shares A outstanding both before and after the redemption. If such redemption is not treated as a sale of Holdings Common Shares A for U.S. federal income tax purposes, the redemption will instead be treated as a distribution of cash from Holdings. For more information about the U.S. federal income tax treatment of the redemption of Holdings Common Shares A for U.S. Holders, please see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—Redemption of Holdings Common Shares A" below.

SPAC believes it had no gross income and no passive assets in, and did not meet the PFIC income or asset tests with respect to, the 2020 Tax Year. However, SPAC (or, after the SPAC Merger, Holdings) may be considered to be a PFIC for the current taxable year ending December 31, 2021. If SPAC (or, after the SPAC Merger, Holdings) is treated as a PFIC at any time while a U.S. Holder holds SPAC Class A Ordinary Shares (or, after the SPAC Merger, Holdings Common Shares A), the U.S. Holder may be subject to adverse U.S. federal income tax consequences upon the redemption of Holdings Common Shares A and may be subject to additional reporting requirements. Please see the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—Passive Foreign Investment Company Rules" for a more detailed discussion with respect to the PFIC status of Holdings and SPAC and the resulting tax consequences to U.S. Holders.

Because the SPAC Merger will occur prior to the redemption of stock from U.S. Holders that exercise their redemption rights, such U.S. Holders will be subject to the potential tax consequences of the SPAC Merger. The tax considerations for U.S. Holders with respect to the SPAC Merger are discussed more fully in the section entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders—The SPAC Merger".

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this proxy statement/prospectus constitute forward-looking statements within the meaning of the U.S. federal securities laws. Forward-looking statements include all matters that are not historical facts, and generally relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions. Forward-looking statements reflect SPAC's, Swvl's or Holdings' current views, as applicable, with respect to, among other things, the proposed Business Combination, the parties' ability to consummate the Business Combination, the benefits of the Business Combination, the parties' respective capital resources, results of operation, financial condition, liquidity, prospects, growth and strategies, future market conditions, economic performance, developments in the capital and credit markets and the operations of Holdings following the Closing. In some cases, you can identify these forward-looking statements by the use of terminology such as "outlook," "believes," "expects," "potential," "continues," "may," "will," "should," "could," "seeks," "approximately," "predicts," "intends," "plans," "estimates," "anticipates" or the negative version of these words or other comparable words or phrases, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements contained in this proxy statement/prospectus reflect SPAC's, Swvl's or Holdings' current views, as applicable, about future events and are subject to numerous known and unknown risks, uncertainties, assumptions and changes in circumstances that may cause its actual results, levels of activity, performance, or achievements to differ significantly from those expressed in any forward-looking statement. None of SPAC, Swvl or Holdings guarantees that the transactions and events described will happen as described (or that they will happen at all). The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- the occurrence of any event, change or other circumstances that could delay the Transactions or give rise to the termination of the Business Combination Agreement;
- the possibility of any legal proceedings or enforcement actions that have been or may be instituted against SPAC, Swvl or Holdings following announcement of the Business Combination and which may delay or prevent the completion of the Transactions;
- the inability to complete the Transactions due to the failure to obtain approval of the shareholders of SPAC or to satisfy the closing conditions required to complete the Transactions;
- the ability to obtain or maintain the listing of Holdings Common Shares A on Nasdaq following completion of the Transactions;
- the risk that Holdings may not be able to consummate the PIPE Financing and obtain sufficient funds to consummate the Transactions;
- the risk that the announcement and consummation of the proposed transactions disrupt current plans and operations of Swvl or SPAC;
- the parties' ability to realize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of Holdings to grow and manage growth profitably following the Business Combination;
- SPAC's and Swvl's incurrence of substantial transaction costs related to the Business Combination;
- Holdings' success in attracting and retaining riders and qualified drivers or changes in its officers, key employees or directors following the Business Combination;
- the possibility of third-party claims against the Trust Account;
- the risk of reputational challenges based on the behavior of drivers using Swvl's platform or performance of its operations, including safety, reliability and quality of its services;
- changes in applicable laws or regulations;

- the possibility that COVID-19 may hinder the parties' ability to consummate the Business Combination;
- the possibility that COVID-19 may adversely affect the results of operations, financial position, and cash flows of SPAC, Swvl, or Holdings;
- technological changes, particularly across the SaaS/TaaS vertical;
- the inability of the Holdings management team following the Closing to properly manage a public company, which may result in difficulty adequately operating and growing its business;
- data security or privacy breaches, as well as defects, errors, outages or vulnerabilities in Swvl's technology and that of third-party providers; and
- the possibility that SPAC, Swvl or Holdings may be adversely affected by other economic, business, legal or competitive factors.

While forward-looking statements reflect SPAC's, Swvl's and Holdings' good faith beliefs, as applicable, they are not guarantees of future performance. Except as otherwise required by applicable law, SPAC, Swvl and Holdings disclaim any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes after the date of this proxy statement/prospectus, except as required by applicable law. For a further discussion of these and other factors that could cause SPAC's, Swvl's or Holdings' future results, performance or transactions to differ significantly from those expressed in any forward-looking statement, please see the section entitled "*Risk Factors*." You should not place undue reliance on any forward-looking statements, which are based only on information currently available to SPAC, Swvl and Holdings.

MARKET PRICE AND DIVIDEND INFORMATION

Holdings

Historical market price information regarding Holdings is not provided because there is no public market for its securities.

Holdings has not paid any cash dividends on the Holdings Common Shares to date and does not intend to pay cash dividends prior to the completion of the Business Combination.

SPAC

The following table sets forth, for the period indicated, the high and low sales prices per SPAC unit, SPAC Class A Ordinary Share and SPAC Public Warrant as reported on Nasdaq for the periods presented:

Fiscal Year 2021	SPAC Units (GMBTU)		SPAC Class A Ordinary Shares (GMBT)		SPAC Public Warrants (GMBTW)	
	High	Low	High	Low	High	Low
Quarter ended June 30, 2021	$10.28	$9.92	$9.89	$ 9.66	$ 1.12	$ 0.77

On July 27, 2021, the last trading date before the public announcement of the Business Combination, SPAC units, SPAC Class A Ordinary Shares and SPAC Public Warrants closed at $9.98, $9.68 and $1.01, respectively.

SPAC has not paid any cash dividends on the SPAC Ordinary Shares to date and does not intend to pay cash dividends prior to the completion of the Business Combination.

Holders of the SPAC Units, SPAC Class A Ordinary Shares and SPAC Warrants should obtain current market quotations for their securities. The market price of SPAC's securities could vary at any time before the Business Combination.

Swvl

Historical market price information regarding Swvl is not provided because there is no public market for its securities.

Swvl has not paid any cash dividends on the Swvl Common Shares to date and does not intend to pay cash dividends prior to the completion of the Business Combination.

EXTRAORDINARY GENERAL MEETING OF SPAC SHAREHOLDERS

Overview

SPAC is furnishing this proxy statement/prospectus to its shareholders as part of the solicitation of proxies by the SPAC Board for use at the SPAC extraordinary general meeting (the "SPAC Shareholders' Meeting") to be held on , 2021, and at any adjournment or postponement thereof. This proxy statement/prospectus is first being furnished to SPAC shareholders on or about , 2021. This proxy statement/prospectus provides SPAC shareholders with information they need to know to be able to vote or instruct their vote to be cast at the SPAC Shareholders' Meeting.

Date, Time and Place

The SPAC Shareholders' Meeting will be held both in person on , 2021 at Eastern time at the offices of Vinson & Elkins L.L.P. located at 1114 Avenue of the Americas, 32nd Floor, New York NY 10036 and virtually at https://www.cstproxy.com/queensgambitspac/2021, using technology designed to increase stockholder access, save SPAC and SPAC shareholders time and money and provide SPAC shareholders' rights and opportunities to participate in the SPAC Shareholders' Meeting similar to those they would have had had they attended in person. In addition to online attendance, SPAC will provide SPAC shareholders with an opportunity to hear all portions of the in-person SPAC Shareholders' Meeting as conducted by the SPAC Board, submit written questions and comments during the SPAC Shareholders' Meeting and vote online during the open poll portion of the SPAC Shareholders' Meeting. SPAC welcomes your suggestions on how SPAC can make the SPAC Shareholders' Meeting more effective and efficient.

Attending the SPAC Shareholders' Meeting

All SPAC shareholders as of the record date, or their duly appointed proxies, may attend the SPAC Shareholders' Meeting either in person or via the live webcast. If you were a SPAC shareholder as of the close of business on , 2021, you may attend the SPAC Shareholders' Meeting. SPAC shareholders do not need to attend the SPAC Shareholders' Meeting to vote their shares. For information on how to vote your shares, see the subsection entitled " —*Voting Your Shares*".

In order to attend the SPAC Shareholders' Meeting, submit questions and vote, SPAC shareholders will need a control number. If you are a registered SPAC shareholder, you received a proxy card with this proxy statement/prospectus that includes your control number. If you do not have your control number, contact SPAC's transfer agent, Continental Stock Transfer & Trust Company, by telephone at (917) 262-2373 or by email at proxy@continentalstock.com. If your shares are held in "street name" or are in a margin or similar account, you will need to contact your bank, broker or other nominee and obtain a legal proxy. Once you have received your legal proxy, you will need to contact Continental Stock Transfer & Trust Company to have a control number generated. Please allow up to 72 hours for processing your request for a control number.

SPAC shareholders can pre-register to attend the meeting. To pre-register, visit https://www.cstproxy.com/queensgambitspac/2021 and enter your control number, name and email address. After pre-registering, SPAC shareholders will be able to vote or submit questions for the SPAC Shareholders' Meeting.

SPAC shareholders have multiple opportunities to submit questions to SPAC for the SPAC Shareholders' Meeting. SPAC shareholders who wish to submit a question in advance may do so by pre-registering and then selecting the chat box link. SPAC shareholders also may submit questions live during the meeting. Questions pertinent to SPAC Shareholders' Meeting matters may be recognized and answered during the SPAC Shareholders' Meeting in SPAC's discretion, subject to time constraints. SPAC reserves the right to edit or reject questions that are inappropriate for SPAC Shareholders' Meeting matters. In addition, SPAC will offer live technical support for all SPAC shareholders attending the SPAC Shareholders' Meeting.

To attend and participate in the SPAC Shareholders' Meeting virtually, SPAC shareholders of record may visit https://www.cstproxy.com/queensgambitspac/2021 and enter their 12 digit control number, regardless of whether such shareholders have pre-registered.

Proposals

At the SPAC Shareholders' Meeting, SPAC shareholders will vote on the following Proposals:

- *Proposal No. 1* — SPAC Merger Proposal — To approve by special resolution the SPAC Merger and the Cayman Plan of Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring prior to the Closing Date, including the adoption of the Holdings A&R Articles and the appointments in respect of the Holdings Board following the SPAC Merger Effective Time.
- *Proposal No. 2* — Company Merger Proposal — To approve by ordinary resolution the Company Merger and to confirm, ratify, and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date, including the appointment of the Holdings Board following the Company Merger Effective Time and the adoption of the Holdings Public Company Articles (to include the change of name of Holdings).
- *Proposal No. 3* — Advisory Organizational Documents Proposal — To approve on a non-binding advisory basis, by ordinary resolution, the governance provisions contained in the Holdings Public Company Articles that materially affect SPAC shareholders' rights.
- *Proposal No. 4* — The Adjournment Proposal — To approve by ordinary resolution the adjournment of the SPAC Shareholders' Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the foregoing proposals.

For more information on the Proposals, see the sections entitled "*Proposal No. 1 – The SPAC Merger Proposal*", "*Proposal No. 2 – The Company Merger Proposal*", "*Proposal No. 3 – The Advisory Organizational Documents Proposal*" and "*Proposal No. 4 – The Adjournment Proposal*".

Recommendation of SPAC Board of Directors FOR the Proposals

The SPAC Board has unanimously determined that each of the SPAC Merger Proposal, the Company Merger Proposal, the Advisory Organizational Documents Proposal and the Adjournment Proposal (if put) is in the best interests of SPAC and SPAC shareholders and unanimously recommends that SPAC shareholders vote "FOR" each Proposal being submitted to a vote of the shareholders at the SPAC Shareholders' Meeting. For more information, see the sections entitled "*Proposal No. 1 — The SPAC Merger Proposals*," "*Proposal No. 2 — The Company Merger Proposal*," "*Proposal No. 3 — The Advisory Organizational Documents Proposal*" and "*Proposal No. 4 —The Adjournment Proposal*."

When you consider the recommendation of the SPAC Board in favor of approval of these Proposals, you should keep in mind that, aside from their interests as shareholders, Sponsor and certain of SPAC's directors and officers have interests in the Business Combination that are different from, or in addition to, your interests as a shareholder. Please see the section entitled "*The Business Combination —Interests of Certain Persons in the Business Combination*."

Voting Power; Record Date

Only SPAC shareholders of record at the close of business on , 2021, the record date for the SPAC Shareholders' Meeting, will be entitled to vote at the SPAC Shareholders' Meeting. Each SPAC shareholder is entitled to one vote for each SPAC Ordinary Share registered in its name as of the close of

business on the record date. If a SPAC shareholder's shares are held in "street name" or are in a margin or similar account, such shareholder should contact its broker, bank or other nominee to ensure that votes related to the shares beneficially owned by such shareholder are properly counted. On the record date, there were SPAC Ordinary Shares outstanding, of which are SPAC Public Shares and are SPAC Class B Ordinary Shares held by the Sponsor.

Quorum and Required Vote for Proposals at the SPAC Shareholders' Meeting

A quorum of SPAC shareholders is necessary to hold a valid meeting. A quorum will be present at the SPAC Shareholders' Meeting if holders of a majority of the outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote thereat attend virtually or in person or are represented by proxy at the SPAC Shareholders' Meeting. Abstentions will count as present for the purposes of establishing a quorum.

Approval of the SPAC Merger requires the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of two thirds of the then-outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares who, being entitled to do so, vote in person or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting, voting as a single class. Approval of the Company Merger Proposal, the Advisory Organizational Documents Proposal and the Adjournment Proposal requires the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the outstanding shares of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually cast thereon at the SPAC Shareholders' Meeting, voting as a single class. Accordingly, a shareholder's failure to vote by proxy or to vote online at the SPAC Shareholders' Meeting will not, if a valid quorum is established, have any effect on the outcome of any vote on any of the Proposals. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the SPAC Shareholders' Meeting (assuming a quorum is present).

The Closing is conditioned on the approval of the SPAC Merger Proposal and the Company Merger Proposal at the SPAC Shareholders' Meeting. The Advisory Organizational Documents Proposal is non-binding and is not conditioned on the approval of any other Proposal set forth in this proxy statement/prospectus. The Adjournment Proposal is not conditioned on the approval of any other proposal set forth in this proxy statement.

Voting Your Shares

If you are a shareholder of record, there are two ways to vote your SPAC Class A Ordinary Shares or SPAC Class B Ordinary Shares at the SPAC Shareholders' Meeting:

- You can vote by signing and returning the enclosed proxy card. If you vote by proxy card, your "proxy", whose name is listed on the proxy card, will vote your shares as you instruct on the proxy card. If you sign and return the proxy card but do not give instructions on how to vote your shares, your shares will be voted as recommended by SPAC's board of directors "FOR" each of the Proposals; or
- You can attend the SPAC Shareholders' Meeting in person or virtually and vote.

If your shares are held in "street name" or are in a margin or similar account, you should contact your broker, bank or other nominee to ensure that votes related to the shares beneficially owned by you are properly counted. Beneficial shareholders who wish to vote by attending the SPAC Shareholders' Meeting in person or virtually must obtain a legal proxy by contacting the bank, broker or other nominee that holds their shares.

Revoking Your Proxy

If you are a shareholder of record and you give a proxy, you may revoke it at any time before it is exercised by doing any one of the following:

- You may send another proxy card with a later date; or

- You may notify SPAC, in writing, before the SPAC Shareholders' Meeting that you have revoked your proxy.

No Additional Matters May Be Presented at the SPAC Shareholders' Meeting

The SPAC Shareholders' Meeting has been called to consider only the approval of the SPAC Merger Proposal, the Company Merger Proposal, the Advisory Organizational Documents Proposal and (if put) the Adjournment Proposal. Under the SPAC Articles, other than procedural matters incident to the conduct of the SPAC Shareholders' Meeting, no other matters may be considered at the SPAC Shareholders' Meeting if they are not included in this proxy statement/prospectus, which serves as the notice of the SPAC Shareholders' Meeting.

Who Can Answer Your Questions About Voting Your Shares

If you are a shareholder and have any questions about how to vote or direct a vote in respect of your SPAC Class A Ordinary Shares or SPAC Class B Ordinary Shares, you may call or email Morrow Sodali LLC, SPAC's proxy solicitor, at (800) 662-5200 (banks and brokers, please call collect at (203) 658-9400) or GMBT.info@investor.morrowsodali.com.

Vote of the Sponsor and the Key SPAC Shareholders

The Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in favor of the Business Combination.

The Sponsor and the Key SPAC Shareholders have waived any redemption rights, including with respect to SPAC Class A Ordinary Shares purchased in the IPO or in the aftermarket, in connection with the Business Combination. The Sponsor has also waived any rights to liquidating distributions from the Trust Account if SPAC fails to complete an Initial Business Combination within the Combination Period. However, Sponsor and SPAC's directors and officers are entitled to redemption rights upon SPAC's liquidation with respect to any SPAC Class A Ordinary Shares they may own.

Redemption Rights

Pursuant to the SPAC Articles, any holders of SPAC Public Shares may request that all or a portion of such shares be redeemed in exchange for a pro rata share of the aggregate amount on deposit in the Trust Account, less income taxes payable, calculated as of two business days prior to the consummation of the Business Combination. If demand is properly made and the Business Combination is consummated, these shares, immediately prior to the Business Combination, will cease to be outstanding and will represent only the right to receive a pro rata share of the aggregate amount on deposit in the Trust Account which holds a portion of the proceeds of the SPAC IPO and the sale of the SPAC Private Placement Warrants (calculated as of two business days prior to the consummation of the Business Combination, less income taxes payable). For illustrative purposes, based on the fair value of marketable securities held in the Trust Account of approximately $345 million as of June 30, 2021, the estimated per share redemption price would have been approximately $10.00.

To exercise your redemption rights, you must:

- if you hold SPAC Units, separate the underlying SPAC Public Shares and SPAC Public Warrants;

- prior to Eastern Time on , 2021 (two business days before the SPAC Shareholders' Meeting), tender your shares physically or electronically and submit a request in writing that SPAC redeem your SPAC Public Shares for cash to Continental Stock Transfer & Trust Company, the Transfer Agent, at the following address:

Continental Stock Transfer & Trust Company
One State Street Plaza, 30th Floor
New York, New York 10004
Attention: Mark Zimkind
Email: mzimkind@continentalstock.com

and

- deliver your SPAC Public Shares either physically or electronically through DTC's DWAC system to the Transfer Agent at least two business days before the SPAC Shareholders' Meeting. Shareholders seeking to exercise their redemption rights and opting to deliver physical certificates should allot sufficient time to obtain physical certificates from the Transfer Agent and time to effect delivery. Shareholders should generally allot at least two weeks to obtain physical certificates from the Transfer Agent. However, it may take longer than two weeks. Shareholders who hold their shares in street name will have to coordinate with their bank, broker or other nominee to have the shares certificated or delivered electronically. If you do not submit a written request and deliver your SPAC Public Shares as described above, your shares will not be redeemed.

Shareholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in "street name" are required to either tender their certificates to the Transfer Agent prior to the date set forth in this proxy statement/prospectus, or up to two business days prior to the vote on the proposal to approve the Business Combination at the SPAC Shareholders' Meeting, or to deliver their shares to the Transfer Agent electronically using DTC's DWAC system, at such shareholder's option. **The requirement for physical or electronic delivery prior to the SPAC Shareholders' Meeting ensures that a redeeming shareholder's election to redeem is irrevocable once the Business Combination is approved.**

Holders of outstanding SPAC Units must separate the underlying SPAC Public Shares and SPAC Public Warrants prior to exercising redemption rights with respect to the SPAC Public Shares.

If you hold SPAC Units registered in your own name, you must deliver the certificate for such SPAC Units to Continental Stock Transfer & Trust Company, the Transfer Agent, with written instructions to separate such SPAC Units into SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit the mailing of the SPAC Public Share certificates back to you so that you may then exercise your redemption rights upon the separation of the SPAC Public Shares from the SPAC Units.

If a broker, dealer, commercial bank, trust company or other nominee holds your SPAC Units, you must instruct such nominee to separate your SPAC Units. Your nominee must send written instructions by facsimile to Continental Stock Transfer & Trust Company, the Transfer Agent. Such written instructions must include the number of SPAC Units to be split and the nominee holding such SPAC Units. Your nominee must also initiate electronically, using DTC's DWAC system, a withdrawal of the relevant units and a deposit of an equal number of SPAC Public Shares and SPAC Public Warrants. This must be completed far enough in advance to permit your nominee to exercise your redemption rights upon the separation of the SPAC Public Shares from the SPAC Units. While this is typically done electronically on the same business day, you should allow at least one full business day to accomplish the separation. If you fail to cause your SPAC Units to be separated in a timely manner, you will likely not be able to exercise your redemption rights.

Each redemption of SPAC Class A Ordinary Shares by SPAC Public Shareholders will reduce the amount in the Trust Account. The Business Combination Agreement provides that each party's obligation to

consummate the Business Combination is conditioned on the amount in the Trust Account (net of the amount of any SPAC Public Shareholder redemptions) and the proceeds from the PIPE Financing. The conditions to closing in the Business Combination Agreement are for the sole benefit of the parties thereto and may be waived by such parties. If, as a result of redemptions of SPAC Class A Ordinary Shares by SPAC Public Shareholders, this condition is not met or is not waived, then each of SPAC and Swvl may elect not to consummate the Business Combination. In addition, in no event will SPAC redeem its SPAC Class A Ordinary Shares in an amount that would cause its net tangible assets to be less than $5,000,001, as provided in the SPAC Articles.

Prior to exercising redemption rights, SPAC shareholders should verify the market price of the SPAC Class A Ordinary Shares, as shareholders may receive higher proceeds from the sale of their SPAC Class A Ordinary Shares in the public market than from exercising their redemption rights if the market price per share is higher than the redemption price. There is no assurance that you will be able to sell your SPAC Class A Ordinary Shares in the open market, even if the market price per share is higher than the redemption price stated above, as there may not be sufficient liquidity in the SPAC Class A Ordinary Shares when you wish to sell your shares.

If a SPAC Public Shareholder exercises its redemption rights in full, then it will not own SPAC Public Shares or Holdings Common Shares A following the redemption. The redemption will take place following the SPAC Merger and, accordingly, it is Holdings Common Shares A that will be redeemed immediately after consummation of the Business Combination. You will no longer own those shares and you will have no right to participate in, or have any interest in, the future growth of Holdings, if any. You will be entitled to receive cash for your SPAC Class A Ordinary Shares only if you properly and timely demand redemption.

Pursuant to Section 171 of the SPAC Articles, if the Business Combination is not approved and SPAC does not consummate an Initial Business Combination within the Combination Period, SPAC will be required to dissolve and liquidate the Trust Account by returning the then remaining funds in such account to the SPAC Public Shareholders and all of SPAC's warrants will expire worthless.

Appraisal Rights

The Cayman Companies Act prescribes when shareholder appraisal rights will be available and sets the limitations on such rights. Where such rights are available, shareholders are entitled to receive fair value for their shares. However, regardless of whether such rights are or are not available, shareholders are still entitled to exercise the rights of redemption as set out in the section entitled "Extraordinary General Meeting of SPAC Shareholders—Redemption Rights" herein, and the SPAC Board has determined that the redemption proceeds payable to shareholders who exercise such redemption rights represents the fair value of those shares. Extracts of relevant sections of the Cayman Companies Act follow:

> 238. (1) A member of a constituent company incorporated under this Act shall be entitled to payment of the fair value of that person's shares upon dissenting from a merger or consolidation.
>
> 239. (1) No rights under section 238 shall be available in respect of the shares of any class for which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the expiry date of the period allowed for written notice of an election to dissent under section 238(5), but this section shall not apply if the holders thereof are required by the terms of a plan of merger or consolidation pursuant to section 233 or 237 to accept for such shares anything except — (a) shares of a surviving or consolidated company, or depository receipts in respect thereof; (b) shares of any other company, or depository receipts in respect thereof, which shares or depository receipts at the effective date of the merger or consolidation, are either listed on a national securities exchange or designated as a national market system security on a recognized interdealer quotation system or held of record by more than two thousand holders; (c) cash in lieu of fractional shares or fractional depository receipts described in paragraphs (a) and (b); or (d) any combination of the shares, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in paragraphs (a), (b) and (c).

Proxy Solicitation Costs

SPAC is soliciting proxies on behalf of its board of directors. This solicitation is being made by mail but also may be made by telephone, in person or by electronic communications. SPAC shall bear the cost of the solicitation.

SPAC has engaged Morrow Sodali LLC to assist in the solicitation of proxies, and shall pay Morrow Sodali LLC a fee of $37,500, plus disbursements. SPAC will reimburse Morrow Sodali LLC for reasonable out-of-pocket expenses and will indemnify Morrow Sodali LLC and its affiliates against certain claims, liabilities, losses, damages and expenses.

SPAC will ask banks, brokers and other institutions, nominees and fiduciaries to forward the proxy materials to their principals and to obtain their authority to execute proxies and voting instructions, and shall reimburse such parties for their expenses in forwarding soliciting materials to beneficial owners of SPAC Class A Ordinary Shares and in obtaining voting instructions from those owners.

SPAC's directors, officers and employees may also solicit proxies by telephone, by facsimile, in person or by electronic communications. They will not be paid any additional amounts for soliciting proxies.

THE BUSINESS COMBINATION

This section of the proxy statement/prospectus describes the material provisions of the Business Combination Agreement and the transactions contemplated thereby, but does not purport to describe all of the terms of the Business Combination Agreement. The following summary is qualified in its entirety by reference to the complete text of the Business Combination Agreement, a copy of which is attached as Annex A hereto. You are urged to read the Business Combination Agreement in its entirety because it is the primary legal document that governs the Business Combination.

The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Business Combination Agreement or other specific dates. The assertions embodied in those representations, warranties, and covenants were made and will be 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 the Business Combination Agreement. The representations, warranties, and covenants in the Business Combination Agreement (1) are also modified in important part by the underlying disclosure schedules, which we refer to as the "Schedules" and which are not filed publicly, (2) may also be subject to a contractual standard of materiality different from that generally applicable to shareholders and (3) were used for the purpose of allocating risk among the parties rather than establishing matters as facts. Accordingly, you should not rely on the representations and warranties in the Business Combination Agreement as characterizations of the actual state of facts about the subject matters. We do not believe that the Schedules contain information that is material to an investment decision but that has not been publicly disclosed. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in SPAC's or Holdings' public disclosures. However, each of SPAC and Holdings acknowledges that its public disclosures must include any material information necessary to provide investors with a materially complete understanding of the Business Combination Agreement. Therefore, to the extent that specific material facts exist that contradict the representations, warranties, and covenants in the Business Combination, SPAC and/or Holdings will provide corrective disclosures. Furthermore, if subsequent information concerning the subject matter of the representations, warranties, and covenants in the Business Combination Agreement is not fully reflected in SPAC's and/or Holdings' public disclosures, SPAC and/or Holdings will update such disclosures to include any material information necessary to provide investors with a materially complete understanding of the Business Combination Agreement.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement.

General: Structure of the Business Combination

On July 28, 2021, SPAC, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the Business Combination Agreement, pursuant to which the Business Combination will be effected in four steps: (a) in accordance with the Cayman Companies Act at the SPAC Merger Effective Time, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger Sub surviving the SPAC Merger and becoming the sole owner of BVI Merger Sub; (b) concurrently with the consummation of the SPAC Merger, and subject to the BVI Companies Act, Holdings will redeem each Holdings Common Share A and each Holdings Common Share B issued and outstanding immediately prior to the SPAC Merger for par value, (c) following the SPAC Merger and subject to the Cayman Companies Act and the BVI Companies Act, the SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings, and (d) following the BVI Merger Sub Distribution, but no earlier than one business day after the SPAC Merger, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into Swvl, with Swvl surviving the Company Merger as a wholly owned Subsidiary of Holdings. The terms of the Business Combination Agreement, which contain customary representations and warranties, covenants, closing conditions, termination provisions, and other terms relating to the Business Combination, are summarized below.

The SPAC Merger will be consummated by the filing of the Cayman Plan of Merger with the Registrar of Companies of the Cayman Islands, and will be effective upon the date and time of registration of the Cayman Plan of Merger by the Registrar of Companies of the Cayman Islands or at such later time as may be agreed by the parties and specified in such Cayman Plan of Merger. No earlier than one business day after the SPAC Merger Date, and no later than three business days following the satisfaction or waiver of the conditions set forth in the Business Combination Agreement (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time), the Company Merger will be consummated by the filing of the BVI Articles of Merger and an extract of the shareholder resolution to approve the amended and restated memorandum and articles of association of Swvl by the Registrar of Corporate Affairs of the British Virgin Islands. The Company Merger will be effective upon the date and time of registration of the BVI Articles of Merger and the amended and restated memorandum and articles of association of Swvl by the Registrar of Corporate Affairs of the British Virgin Island or at such later date and time not exceeding 30 days as may be agreed by the parties and specified in such BVI Articles of Merger.

For the avoidance of doubt, the Holdings Redemption, the SPAC Merger, the SPAC Merger Date, and the SPAC Merger Effective Time will all occur at least one business day prior to, and independent of, the Closing, the Closing Date and the Company Merger Effective Time. On the Closing Date, the PIPE Financing will be consummated prior to or substantially concurrently with the Company Merger and the Company Merger Effective Time.

Conversion of Securities

At the SPAC Merger Effective Time:

- by virtue of the SPAC Merger and without any action on the part of SPAC, Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of any of the following securities:
    - each then-outstanding Cayman Merger Sub Common Share will be automatically converted into one share of the SPAC Surviving Company, which will constitute the only outstanding shares of the SPAC Surviving Company;
    - each then-outstanding SPAC Class A Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A; and
    - each then-outstanding SPAC Class B Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B;
- each then-outstanding fraction of or whole SPAC Warrant will be automatically assumed and converted into a fraction or whole Holdings Warrant, as the case may be, to acquire (in the case of a whole Holdings Warrant) one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrants; and
- without duplication of the foregoing, each then-outstanding SPAC Unit, comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, will be automatically cancelled, extinguished and converted into a new Swvl Unit, comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

At the Company Merger Effective Time:

- by virtue of the Company Merger and without any action on the part of Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of the following securities;
    - each then-outstanding BVI Merger Sub Common Share will be automatically cancelled, extinguished and converted into one share, no par value, in the Swvl Surviving Company, which shall constitute the only issued and outstanding shares of the Swvl Surviving Company;

- all Swvl Shares held in the treasury of Swvl will be automatically cancelled and extinguished, and no consideration shall be delivered in exchange therefor; and
- each then-outstanding Swvl Share will be automatically cancelled, extinguished and converted into the right to receive (x) a number of Holdings Common Shares A equal to the Exchange Ratio and (y) upon an Earnout Triggering Event (or the date on which a Change of Control occurs), the Per Share Earnout Consideration (with any fractional share to which any holder of Swvl Shares would otherwise be entitled rounded down to the nearest whole share), in each case, without interest (the "Swvl Closing Consideration");

- each then-outstanding and unexercised Swvl Option, whether or not vested, will be assumed and converted into (i) an option to purchase a number of Holdings Common Shares A (such option, an "Exchanged Option") equal to the product of (x) the number of Swvl Common Shares B subject to such Swvl Option (assuming payment in cash of the exercise price of such Swvl Option) immediately prior to the Company Merger Effective Time multiplied by (y) the Exchange Ratio (such product rounded down to the nearest whole share), at an exercise price per share (rounded up to the nearest whole cent) equal to (A) the exercise price per share of such Swvl Option immediately prior to the Company Merger Effective Time divided by (B) the Exchange Ratio (which option will remain subject to the same vesting terms as such Swvl Option) and (ii) a number of restricted stock units (the "Earnout RSUs") in respect of a number of Holdings Common Shares A (the "Earnout RSU Shares") that will be issued in settlement of Earnout RSUs, as described in the section entitled "Earnout" below, equal to the number of Swvl Common Shares B subject to such Swvl Option (assuming payment in cash of the exercise price of such Swvl Option) immediately prior to the Company Merger Effective Time multiplied by the Per Share Earnout Consideration;
- the Swvl Convertible Notes, other than any Swvl Exchangeable Notes, will convert into the right to receive Holdings Common Shares A as if such Swvl Convertible Notes had first converted into Swvl Common Shares A in accordance with their terms immediately prior to the Company Merger Effective Time (the hypothetical conversion of exchange of such Swvl Convertible Notes into Swvl Common Shares A, the "Hypothetical Convertible Note Conversion") and immediately thereafter each such Swvl Common Share A was cancelled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio;
- each Swvl Exchangeable Note will be exchanged for a number of Holdings Common Shares A at an exchange price of $8.50 per share;
- in accordance with the Holdings A&R Articles, each then-outstanding Holdings Common Share B will be converted, on a one-for-one basis, into one Holdings Common Share A; and
- pursuant to their terms, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time will be automatically separated in accordance with the Holdings A&R Articles.

For purposes of illustration, following consummation of the Company Merger, a holder of 1,000 Swvl Shares would hold 1,512,976 Holdings Common Shares A and the contingent right to receive Earnout Shares (as described further below), with such Swvl Shares converting into shares of Holdings Common Shares A at the Exchange Ratio (i.e., 1512.9762).

Earnout

During the Earnout Period, and as additional consideration for the interests in Swvl acquired in connection with the Business Combination, within five business days after the occurrence of the Earnout Triggering Events described below, Holdings will issue or cause to be issued to the Eligible Swvl Equityholders (excluding Eligible Swvl Equityholders in their capacity as holders of Swvl Options who shall instead be eligible to receive Earnout RSU Shares), with respect to such Earnout Triggering Event, the following number of

Holdings Common Shares A (which will be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Holdings Common Shares A occurring after the Closing and upon or prior to the applicable Earnout Triggering Event), upon the terms and subject to the conditions set forth in the Business Combination Agreement:

- upon the occurrence of Earnout Triggering Event I, a one-time issuance of 5,000,000 Earnout Shares less the number of Earnout RSU Shares issued in connection with the occurrence of Earnout Triggering Event I;
- upon the occurrence of Earnout Triggering Event II, a one-time issuance of 5,000,000 Earnout Shares less the number of Earnout RSU Shares issued in connection with the occurrence of Earnout Triggering Event II; and
- upon the occurrence of Earnout Triggering Event III, a one-time issuance of 5,000,000 Earnout Shares less the number of Earnout RSU Shares issued in connection with the occurrence of Earnout Triggering Event III.

For the avoidance of doubt, the Eligible Swvl Equityholders (excluding Eligible Company Equityholders in their capacity as holders of Swvl Options who shall instead be eligible to receive Earnout RSU Shares) with respect to an Earnout Triggering Event will be entitled to receive Earnout Shares upon the occurrence of each Earnout Triggering Event; *provided*, *however*, that each Earnout Triggering Event shall only occur once, if at all, and in no event shall the sum of the Earnout Shares issued together with the number of Earnout RSU Shares issued, exceed 15,000,000 Earnout Shares.

If, during the Earnout Period, there is a Change of Control (or a definitive agreement providing for a Change of Control is entered into during the Earnout Period and such Change of Control is ultimately consummated, even if such consummation occurs after the Earnout Period) pursuant to which Holdings or its shareholders have the right to receive consideration implying a value per Holdings Common Share A (as determined in good faith by the board of directors of Holdings) of:

- less than $12.50, then no Earnout Shares or Earnout RSU Shares will be issuable;
- greater than or equal to $12.50 but less than $15.00, then, (a) immediately prior to such Change of Control, Holdings will issue 5,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control, (y) any Earnout RSU Shares issued prior to such Change of Control and (z) any Earnout RSU Shares issued in connection with such Change of Control) to the Eligible Swvl Equityholders with respect to the Change of Control and (b) no further Earnout Shares or Earnout RSU Shares will be issuable;
- greater than or equal to $15.00 but less than $17.50, then, (a) immediately prior to such Change of Control, Holdings will issue 10,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control, (y) any Earnout RSU Shares issued prior to such Change of Control and (z) any Earnout RSU Shares issued in connection with such Change of Control) to the Eligible Swvl Equityholders with respect to the Change of Control and (b) no further Earnout Shares or Earnout RSU Shares will be issuable; or
- greater than or equal to $17.50, then, (a) immediately prior to such Change of Control, Holdings will issue 15,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control, (y) any Earnout RSU Shares issued prior to such Change of Control and (z) any Earnout RSU Shares issued in connection with such Change of Control) to the Eligible Swvl Equityholders with respect to the Change of Control and (b) no further Earnout Shares or Earnout RSU Shares will be issuable.

The Holdings Common Share A price targets specified in the definitions of “Earnout Triggering Event I,” “Earnout Triggering Event II” and “Earnout Triggering Event III” set forth in the Business Combination

Agreement will be equitably adjusted for stock splits, share divisions, reverse stock splits, stock or share dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Holdings Common Shares A occurring on or after the Closing and prior to the Change of Control.

At the Company Merger Effective Time, each holder of an unexercised, issued and outstanding Swvl Option shall receive a number of Earnout RSUs equal to (a)(i) 15,000,000 divided by (ii) the total number of Swvl Shares outstanding as of immediately prior to the Company Merger Effective Time (including Swvl Shares issuable upon Hypothetical Convertible Note Conversion and upon exercise of Swvl Options (assuming payment in cash of the exercise price of such Swvl Options)), multiplied by (b) the aggregate number of Swvl Common Shares B underlying the applicable Swvl Option (assuming payment in cash of the exercise price of such Swvl Option). Each Earnout RSU shall be subject to forfeiture, and such forfeiture restrictions shall lapse with respect to a pro rata portion of the Earnout RSUs held by each holder of Earnout RSUs upon the occurrence of an Earnout Triggering Event (or on the date on which a Change of Control occurs) and the relevant Earnout RSU Shares shall be issued to such holder, but only to the extent that such Earnout RSU Share would have been issued upon the Earnout Triggering Event (or Change of Control) had it instead been an Earnout Share. Earnout RSUs also shall be subject to forfeiture and shall be reallocated pro rata to the other holders of Earnout RSUs to the extent the portion of the Exchanged Option to which they relate is forfeited after the Company Merger Effective Time and prior to the applicable Earnout Triggering Event (or Change of Control) regardless of whether at the time of such forfeiture such Exchanged Option was vested or unvested. Any Earnout RSU that remains subject to forfeiture at the expiration of the Earnout Period shall automatically and without further action be forfeited, and the Eligible Company Equityholder shall have no further right, title or interest in such Earnout RSU or the related Earnout RSU Share. Earnout RSU Shares are issuable in settlement of Earnout RSUs upon satisfaction of the same price targets set forth in the Business Combination Agreement that apply to the Earnout Shares.

Representations and Warranties

The Business Combination Agreement contains customary representations and warranties of Swvl, SPAC and BVI Merger Sub relating to, among other things, their ability to enter into the Business Combination Agreement and their respective outstanding capitalization. These representations and warranties are subject to materiality, knowledge and other similar qualifications in many respects and will not survive the Closing. These representations and warranties have been made solely for the benefit of the other parties to the Business Combination Agreement and should not be relied on by you as characterizations of the actual state of facts about the subject matter thereof.

The Business Combination Agreement contains representations and warranties made by Swvl to SPAC and BVI Merger Sub relating to a number of matters, including the following:

- organization and qualification to do business;
- Subsidiaries;
- the organizational documents of Swvl and its Subsidiaries;
- Swvl’s capitalization as of the date of the Business Combination Agreement;
- authority to enter into, and perform the obligations under, the Business Combination Agreement;
- absence of conflicts with organizational documents, applicable laws, or certain other agreements, and required filings and consents;
- possession and effectiveness of material permits;
- compliance with laws;
- preparation of Swvl’s financial statements in accordance with IFRS and fair presentation, in all material respects, of the financial position, results of operations, and cash flows of Swvl and its Subsidiaries as of the date of such financial statements and for the periods indicated therein;

- absence of undisclosed liabilities;
- conduct of business and absence of certain changes or events from December 31, 2020 through the date of the Business Combination Agreement;
- absence of a material adverse effect on Swvl and its Subsidiaries since December 31, 2020;
- absence of litigation;
- employee benefit plans;
- labor and employment matters;
- real property and title to assets;
- intellectual property;
- taxes;
- compliance with environmental law and other environmental matters;
- validity and binding effect of material contracts and absence of breach, violation, or default thereunder;
- key customers and suppliers;
- approval of the board and shareholders required to consummate the transactions contemplated by the Business Combination Agreement;
- compliance with anti-corruption and sanctions laws;
- interested party transactions;
- inapplicability of the Exchange Act;
- brokers entitled to fees or commissions in connection with the transactions contemplated by the Business Combination Agreement;
- absence of side letters or certain other arrangements with PIPE Investors;
- absence of settlements or allegations relating to sexual harassment or misconduct;
- independent investigation and reliance; and
- exclusivity of the representations and warranties made by Swvl.

The Business Combination Agreement contains representations and warranties made by SPAC and BVI Merger Sub to Swvl relating to a number of matters, including the following:

- organization and qualification to do business;
- Subsidiaries;
- organizational documents of SPAC and BVI Merger Sub;
- SPAC's and BVI Merger Sub's capitalization as of the date of the Business Combination Agreement;
- authority to enter into, and perform the obligations under, the Business Combination Agreement;
- absence of conflicts with organizational documents, applicable laws, or certain other agreements and required filings and consents;
- possession and effectiveness of material permits;
- compliance with laws;
- proper filing of documents with the SEC, financial statements, and compliance with the Sarbanes-Oxley Act;

- absence of undisclosed liabilities;
- conduct of business and absence of certain changes or events since January 19, 2021 and prior to the date of the Business Combination Agreement;
- absence of a material adverse effect on SPAC since January 19, 2021;
- absence of litigation;
- approval of the board and the shareholders required to consummate the transactions contemplated by the Business Combination Agreement;
- brokers entitled to fees or commissions in connection with the transactions contemplated by the Business Combination Agreement;
- the Trust Account;
- absence of employees;
- taxes;
- the listing of SPAC Units, SPAC Class A Ordinary Shares, and SPAC Warrants;
- absence of breach or default under certain material agreements, contracts, and commitments;
- interested party transactions;
- inapplicability of the Investment Company Act of 1940, as amended (the "Investment Company Act");
- absence of side letters or certain other arrangements with PIPE Investors; and
- independent investigation and reliance.

No Survival

None of the representations, warranties, covenants, obligations or other agreements of Swvl, SPAC, Holdings, BVI Merger Sub or Cayman Merger Sub contained in the Business Combination Agreement or any certificate or instrument delivered pursuant to the Business Combination Agreement will survive the Closing, other than those covenants and agreements that by their terms survive the Company Merger Effective Time and certain miscellaneous provisions of the Business Combination Agreement.

Closing

The Closing will occur no earlier than one business day after the SPAC Merger Effective Time and no later than three business days following the satisfaction or waiver of all of the conditions to the Closing (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time).

Conduct of Business Pending the Business Combination

Swvl agreed that, between the date of the Business Combination Agreement and the Company Merger Effective Time or the earlier termination of the Business Combination Agreement, except as (a) expressly contemplated by any other provision of the Business Combination Agreement or any ancillary agreement thereto, (b) set forth in Swvl's Schedules or (c) required by applicable law or governmental order, unless SPAC otherwise consents in writing (which consent may not be unreasonably withheld, conditioned or delayed), it will use commercially reasonable efforts to conduct its business, and cause its Subsidiaries to use commercially reasonable efforts to conduct their respective businesses, in the ordinary course of business in all material respects taking into account recent past practice in light of COVID-19, including any actions taken by Swvl due to COVID-19 measures prior to the date of the Business Combination Agreement; and *provided* that, any action

taken, or omitted to be taken, that is required by applicable law or governmental order (including COVID-19 measures) will be deemed to be in the ordinary course of business, and it will use its commercially reasonable efforts to preserve substantially intact the business organization of Swvl and its Subsidiaries, keep available the services of the current officers, key employees and consultants of Swvl and its Subsidiaries, and preserve the current relationships of Swvl and its Subsidiaries with customers, suppliers and other persons with which Swvl or any of its Subsidiaries has significant business relations, in each case, in all material respects.

In addition to the general covenants above, Swvl agreed that between the date of the Business Combination Agreement and the Company Merger Effective Time or the earlier termination of the Business Combination Agreement, except as (a) expressly contemplated by any other provision of the Business Combination Agreement or any ancillary agreement thereto, (b) set forth in Swvl's Schedules or (c) required by applicable law or governmental order, and subject to specified exceptions, it will not, and will cause its Subsidiaries not to, without the prior written consent of SPAC (which consent may not be unreasonably withheld, conditioned or delayed):

- amend or otherwise change the memorandum and article of association, bylaws or other organizational documents of Swvl, Holdings or Cayman Merger Sub or any other Subsidiary of Swvl;
- adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Swvl, Holdings or Cayman Merger Sub or any other Subsidiary of Swvl;
- other than transactions among solely Swvl and Subsidiaries of Swvl or among solely Subsidiaries of Swvl, issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock of Swvl or any Subsidiary of Swvl, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of Swvl or any Subsidiary of Swvl, other than (x) the exercise of any Swvl Options in effect and outstanding on the date of the Business Combination Agreement as expressly permitted by the Business Combination Agreement, (y) the issuance of Swvl Common Shares A (or other class of equity security of Swvl, as applicable) pursuant to the terms of the Swvl Preferred Shares or Swvl Convertible Notes, in each case, in effect on the date of the Business Combination Agreement and (z) as consideration for certain acquisitions;
- sell, pledge, dispose of, or encumber any material assets of Swvl or any Subsidiary of Swvl, except for (x) dispositions of obsolete or worthless equipment or assets that are no longer used or useful in the conduct of business, (y) transactions among solely Swvl and Subsidiaries of Swvl or among solely Subsidiaries of Swvl and (z) the sale or provision of goods or services to customers in the ordinary course of business;
- enter into a joint venture or similar partnership or alliance with any other person;
- declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than any dividends or other distributions from any wholly owned Subsidiary of Swvl to Swvl or any other wholly owned Subsidiary of Swvl;
- reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its shares or capital stock, other than (x) acquisitions of any such shares or capital stock or other Swvl securities in connection with the exercise of Swvl Options, (y) such transactions among solely Swvl and Subsidiaries of Swvl or among solely Subsidiaries of Swvl and (z) any such transaction by a wholly owned Subsidiary of Swvl that remains a wholly owned Subsidiary of Swvl after consummation of such transaction;
- acquire (including by merger, consolidation, acquisition of stock or any other business combination) any equity interests in or substantially all of the assets of any corporation, partnership, other business organization or any division thereof, if the aggregate amount of consideration would exceed

$5,000,000 in the aggregate, provided that such acquisitions would not require the presentation of audited financial statements and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Business Combination Agreement;

- incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for (including by entering into any "keep well" or similar agreement to maintain the financial condition of any other person), any such indebtedness or debt securities of any person, except for (x) the incurrence of indebtedness of any kind under any credit facilities or other debt instruments (including under any applicable credit line) of Swvl or Subsidiaries of Swvl in existence as of the date of the Business Combination Agreement, (y) intercompany indebtedness among Swvl and any wholly-owned Subsidiaries of Swvl or among wholly-owned Subsidiaries of Swvl and (z) other indebtedness in an aggregate principal amount not to exceed $35,500,000 (or such greater amount as agreed by Swvl and SPAC) and reduced dollar for dollar by any amounts funded pursuant to Swvl Exchangeable Notes issued pursuant to Subscription Agreements;
- make any loans, advances or capital contributions to, or investments in, any other person (including to any of its officers, directors, agents or consultants, except (w) reimbursement to employees or officers of Swvl or any Subsidiary of Swvl of expenses incurred by such persons on behalf of Swvl or any Subsidiary of Swvl in the ordinary course of business and consistent with past practices and the policies of Swvl and the Subsidiaries of Swvl in effect as of the date of the Business Combination Agreement, (x) prepayments and deposits paid to suppliers of Swvl or any Subsidiary of Swvl in the ordinary course of business consistent with past practice, (y) trade credit extended to customers of Swvl or any Subsidiary of Swvl in the ordinary course of business consistent with past practice or (z) in connection with the formation of Subsidiaries of Swvl with required local partners;
- make any capital expenditures in excess of $1,000,000, individually or in the aggregate;
- acquire any fee interest in real property;
- except as required by applicable law or pursuant to the terms of any employee benefit plan as in effect on the date of the Business Combination Agreement, (a) grant any increase in the compensation, incentives or benefits paid, payable, or to become payable to any current or former employee, officer, director, individual independent contractor or individual consultant of Swvl or any Subsidiary of Swvl (each, a "Service Provider"), except for increases in salary or hourly wage rates (and any corresponding bonus opportunity increases) made in the ordinary course of business in a manner consistent with past practice to any such Service Provider (other than directors or executive officers of Swvl or a Subsidiary of Swvl); (b) grant any retention, change in control, severance or termination pay to any Service Provider, other than severance or other termination pay or benefits in the ordinary course of business in a manner consistent with past practice to terminated Service Providers who are not directors or executive officers of Swvl or a Subsidiary of Swvl and who are not employees with an annual base salary at or above $100,000; (c) accelerate or commit to accelerate the funding, time of payment, or vesting of any compensation or benefits to any current or former Service Provider or holder of Swvl Options; (d) become obligated under or enter into any collective bargaining agreement, collective agreement or other contract or agreement with a labor union, trade union, works council, or similar representative of employees of Swvl; (e) hire any employee of Swvl or any Subsidiary of Swvl except (i) to replace a departed employee, as permitted hereunder (in which case such hiring will be on terms substantially similar to the terms applicable to the employment of the employee being replaced) or (ii) if such new employee has an annual base salary below $180,000 and is hired in the ordinary course; or (f) terminate the employment of any employee with an annual base salary at or above $100,000, other than any such termination for cause (as determined by Swvl) or due to death or disability;
- make any material change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as (a) contemplated by the Business Combination Agreement or the transactions contemplated thereby or (b) required by a concurrent amendment in IFRS or

applicable law or governmental order made subsequent to the date of the Business Combination Agreement, as agreed to by its independent accountants;

- amend any material tax return; (b) change any material method of tax accounting; (c) make, change or rescind any material election relating to taxes; or (d) settle or compromise any material tax audit, assessment, tax claim or other controversy relating to taxes, in each case that is reasonably likely to result in an increase to tax liability, which increase is material to Swvl and Subsidiaries of Swvl taken as a whole;
- materially amend, modify or consent to the termination (excluding any expiration in accordance with its terms) of any material contract or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of Swvl's or any Subsidiary of Swvl's material rights thereunder, in each case in a manner that would be adverse to Swvl and the Subsidiaries of Swvl; or (b) enter into any contract or agreement that would have been a material contract had it been entered into prior to the date of the Business Combination Agreement, in each case, except in the ordinary course of business consistent with past practice,
- enter into any contract that obligates Swvl or any Subsidiary of Swvl to develop any intellectual property related to the business of Swvl, which such intellectual property would be owned by a third-party;
- permit any material item of Swvl-Owned IP to lapse or to be abandoned, dedicated to the public or disclaimed, fail to perform or make any required filings or recordings, fail to pay all required fees required to maintain and protect its interest in material items of Swvl-Owned IP or otherwise fail to use commercially reasonable efforts to defend the validity and enforceability of any material item of Swvl-Owned IP;
- waive, release, assign, settle or compromise any action, other than waivers, releases, assignments, settlements or compromises that do not involve payments by Swvl and the Subsidiaries of Swvl in excess of $500,000 in the aggregate, in each case in excess of insurance proceeds (provided that no such waiver, release, assignment, settlement or compromise may involve any material injunctive or equitable relief, or impose material restrictions, on the business activities of Swvl and the Subsidiaries of Swvl, taken as a whole (other than customary confidentiality obligations));
- enter into any material new line of business outside of the business currently conducted by Swvl or Subsidiaries of Swvl as of the date of the Business Combination Agreement, which, for the avoidance of doubt, will not prohibit any geographic expansion of the business lines of Swvl and Subsidiaries of Swvl conducted as of the date of the Business Combination Agreement;
- voluntarily fail to maintain or cancel without replacing any coverage under any insurance policy existing as of the date of the Business Combination Agreement in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to Swvl and any Subsidiary of Swvl and their assets and properties or change coverage in a manner materially detrimental to Swvl and Subsidiaries of Swvl, taken as a whole, or (b) except as permitted by the Business Combination Agreement, enter into any material insurance policy insuring the business of Swvl or any Subsidiaries of Swvl (including any directors' and officers' liability policy);
- amend or modify, or consent to the termination (excluding any expiration in accordance with its terms) of, the SPAC Shareholder Support Agreements or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of Swvl's or any Subsidiary of Swvl's rights thereunder; or
- enter into any binding agreement or otherwise make a binding commitment to do any of the foregoing.

SPAC agreed that, except as expressly contemplated by the Business Combination Agreement or any ancillary agreement thereto and except as required by applicable law or governmental order, from the date of the

Business Combination Agreement until the earlier of the termination of the Business Combination Agreement and the Company Merger Effective Time, unless Swvl otherwise consents in writing (which consent may not be unreasonably withheld, conditioned or delayed), SPAC will use commercially reasonable efforts to, and will cause BVI Merger Sub to use commercially reasonable efforts to, conduct their respective businesses in the ordinary course of business in all material respects. In addition, except as expressly contemplated by the Business Combination Agreement or any ancillary agreement thereto and except as required by applicable law or governmental order, SPAC and BVI Merger Sub have agreed that from the date of the Business Combination Agreement until the earlier of the termination of the Business Combination Agreement and the Company Merger Effective Time, subject to specified exceptions, they will not, without the prior written consent of Swvl (which may not be unreasonably withheld, conditioned or delayed):

- amend or otherwise change the SPAC Organizational Documents or the BVI Merger Sub Articles or form any Subsidiary of SPAC other than BVI Merger Sub;
- declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of their capital stock, other than redemptions from the Trust Account that are required pursuant to the SPAC Organizational Documents;
- reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the SPAC Shares or SPAC Warrants, except for redemptions from the Trust Fund and conversion of the SPAC Class B Ordinary Shares that are required pursuant to the SPAC Organizational Documents;
- issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of SPAC or BVI Merger Sub, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of SPAC or BVI Merger Sub, except in connection with conversion of the SPAC Class B Ordinary Shares that are required pursuant to the SPAC Organizational Documents or in connection with a loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the transactions contemplated by the Business Combination Agreement or other expenses unrelated to such transactions;
- acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or otherwise acquire any securities or material assets from any third party, (b) enter into any strategic joint ventures, partnerships or alliances with any other person or (c) make any loans, advances or capital contributions to, or investments in, any other person (including to any of its officers, directors, agents or consultants) or initiate the start-up of any new business, non-wholly owned subsidiary or joint venture;
- incur any indebtedness for borrowed money or guarantee any such indebtedness of another person or persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of SPAC, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing, in each case, except for any loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the transactions contemplated by the Business Combination Agreement or other expenses unrelated to such transactions;
- make any change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as required by a concurrent amendment in GAAP or applicable law made subsequent to the date of the Business Combination Agreement, as agreed to by SPAC's independent accountants;
- amend any material tax return; (b) change any material method of tax accounting; (c) make, change or rescind any material election relating to taxes; or (d) settle or compromise any material U.S. federal,

state, local or non-U.S. tax audit, assessment, tax claim or other controversy relating to taxes, in each ease that is reasonably likely to result in an increase to a tax liability, which increase is material to SPAC and BVI Merger Sub taken as a whole;

- adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of, or otherwise liquidate, dissolve, reorganize or wind up the business and operations of, SPAC or BVI Merger Sub;
- amend or modify the Trust Agreement or any agreement related to the Trust Account;
- hire any employee or adopt or enter into any employee benefit plan (including grant or establish any form of compensation or benefits to any current or former employee, officer, director or other individual service provider of SPAC (for the avoidance of doubt, other than consultants, advisors, including legal counsel, or institutional service providers engaged by SPAC));
- enter into, renew, modify, amend or revise any SPAC Related Party Transactions (or any contract that if entered into prior to the execution and delivery of the Business Combination Agreement would be a SPAC Related Party Transaction), except for any loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the transactions contemplated by the Business Combination Agreement or other expenses unrelated to such transactions; or
- enter into any formal or informal agreement or otherwise make a binding commitment to do any of the foregoing.

Exclusivity

From the date of the Business Combination Agreement and ending on the earlier of (a) the Closing and (b) the termination of the Business Combination Agreement, none of Swvl, SPAC, Holdings, BVI Merger Sub or Cayman Merger Sub will, and Swvl, SPAC, Holdings, BVI Merger Sub and Cayman Merger Sub will cause their respective Subsidiaries and its and their respective representatives acting on its or their behalf not to, directly or indirectly, (i) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning (A) in the case of Swvl, (1) sale of 5% or more of the consolidated assets of Swvl and its Subsidiaries, taken as a whole, (2) sale of 5% or more of the outstanding shares or capital stock of Swvl or one or more of its Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of Swvl and its Subsidiaries, taken as a whole, or (3) merger, consolidation, liquidation, dissolution or similar transaction involving Swvl or one or more of its Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of Swvl and its Subsidiaries, taken as a whole, in each case, other than with SPAC and its representatives (a "Swvl Alternative Transaction"), and (B) in the case of SPAC and BVI Merger Sub, any merger, consolidation or acquisition of stock or assets or any other business combination involving SPAC or any of its Subsidiaries, on the one hand, and any other corporation, partnership or other business organization other than Swvl and its Subsidiaries, on the other hand (a "SPAC Alternative Transaction" and, together with a SWVL Alternative Transaction, the "Alternative Transactions"), (ii) in the case of Swvl, amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of Swvl or any of its Subsidiaries, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Alternative Transaction, (iv) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any Alternative Transaction or any proposal or offer that could reasonably be expected to lead to Alternative Transaction, (v) commence, continue or renew any due diligence investigation regarding any Alternative Transaction or (vi) resolve or agree to do any of the foregoing or otherwise authorize or permit any of

their respective representatives acting on their behalf to take any such action. Each of Swvl and Holdings, on the one hand, and SPAC and BVI Merger Sub, on the other hand, agreed to, and to direct their respective affiliates and representatives acting on their behalf to, immediately cease any and all existing discussions or negotiations with any person conducted prior to the execution of the Business Combination Agreement with respect to any Alternative Transaction. Any violation of the foregoing restrictions by SPAC and BVI Merger Sub or their respective affiliates or representatives will be deemed to be a breach under the Business Combination Agreement.

From the date of the Business Combination Agreement and ending on the earlier of (a) the Closing and (b) the valid termination of the Business Combination Agreement, each of Swvl and SPAC agreed to notify the other party promptly after receipt (no later than 48 hours following such receipt) of any (i) inquiry or proposal with respect to an Alternative Transaction, (ii) inquiry that would reasonably be expected to lead to an Alternative Transaction or (iii) request for non-public information relating to the party or any of its Subsidiaries, or for access to the business, properties, assets, personnel, books or records of such party or any of its Subsidiaries by any third party, in each case that is related to or that would reasonably be expected to lead to an Alternative Transaction. In such notice, the party giving the notice will identify the third party making any such inquiry, proposal, indication or request with respect to an Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request. The party who received the inquiry will keep the other party informed, on a reasonably current and prompt basis, of the status and material terms of any such inquiry, proposal, indication or request with respect to an Alternative Transaction, including any material amendments or proposed amendments.

If either party receives any inquiry or proposal as described above, then that party has agreed to notify such inquirer in writing that the party receiving the inquiry is subject to an exclusivity agreement with respect to the Alternative Transaction that prohibits them from considering such inquiry or proposal.

Stock Exchange Listing

Each of SPAC, Swvl and Holdings will use its reasonable best efforts to cause (a) Holdings' initial listing application(s) with the Selected Stock Exchange in connection with the transactions contemplated by the Business Combination Agreement to have been approved, (b) Holdings to satisfy all applicable initial listing requirements of the Selected Stock Exchange and (c) the Holdings Common Shares A and the Holdings Warrants issuable in accordance with the Business Combination Agreement (including the Holdings Common Shares A to be issued in the PIPE Financing and the Earnout Shares, as applicable) to be approved for listing on the Selected Stock Exchange, subject to official notice of issuance, in each case prior to the SPAC Merger Effective Time. Until the earlier of the termination of the Business Combination Agreement and the SPAC Merger Effective Time, SPAC will use its reasonable best efforts to keep the SPAC Units, SPAC Class A Ordinary Shares and SPAC Warrants listed for trading on Nasdaq.

Payment of Transaction Costs

All expenses incurred in connection with the Business Combination Agreement and the transactions contemplated thereby will be paid by the party incurring such expenses, whether or not the Business Combination is consummated; *provided* that, for the avoidance of doubt, (a) if the Business Combination Agreement is terminated in accordance with its terms, (x) Swvl will pay, or cause to be paid, all unpaid Swvl Expenses and (y) SPAC will pay, or cause to be paid, all unpaid SPAC Expenses and (b) if the Closing occurs, Holdings will pay, or cause to be paid, all unpaid Swvl Expenses and all unpaid SPAC Expenses.

Other Covenants and Agreements

The Business Combination Agreement contains other covenants and agreements, including covenants related to:

- Swvl and SPAC providing access to books and records and furnishing relevant information to the other party, subject to certain limitations and confidentiality provisions;

- determining and obtaining appropriate insurance coverage for Holdings and its Subsidiaries following the Closing;
- director and officer indemnification and insurance and indemnification of SPAC's sponsor and managing member;
- approving the go-forward incentive award plan for Holdings;
- prompt notification of certain matters;
- Swvl, SPAC, Holdings, BVI Merger Sub and Cayman Merger Sub using reasonable best efforts to consummate the Business Combination;
- the PIPE Financing;
- public announcements relating to the Business Combination;
- the intended tax treatment of the Business Combination;
- cooperation regarding any filings necessary, proper or advisable for the consummation of the transactions contemplated by the Business Combination Agreement;
- SPAC making available to its shareholder the redemption rights and SPAC Surviving Company making disbursements from the Trust Account;
- Swvl and SPAC taking all necessary action so that immediately after the Company Merger Effective Time, the Holdings Board is comprised of up to nine directors, which, shall be divided into three classes, designated Class I, Class II and Class III, with Class I consisting of three directors with an initial term that expires in 2022, Class II consisting of three directors with an initial term that expires in 2023 and Class III consisting of three directors with an initial term that expires in 2024. The directors on the Holdings Board immediately after the Company Merger Effective Time shall include (i) Mostafa Kandil as a member of Class III (so long as his employment has not been terminated by Swvl for Cause (as defined in his employment agreement) at or prior to the Company Merger Effective Time), (ii) Victoria Grace, as a member of Class III, and Lone Fonss Schroder, as a member of Class II, (iii) Esther Dyson, as a member of Class I, and (iv) five other persons to be designated by Swvl prior to the Closing, taking into account diversity of viewpoint, experience, knowledge, race, ethnicity and gender;
- Swvl and SPAC taking all necessary action so that immediately after the Company Merger Effective Time, Holdings shall have established a non-voting advisory board consisting of members designated by the Holdings Board, including two designees of SPAC;
- SPAC keeping current and timely filing all reports required to be filed or furnished with the SEC and otherwise complying in all material respects with its reporting obligations under applicable securities law;
- Holdings instructing its registered agent to file the Holdings A&R Articles prior to the SPAC Merger Effective Time and the Holdings Public Company Articles prior to the Company Merger Effective Time, in each case with the Registry of Corporate Affairs of the British Virgin Islands;
- SPAC notifying Swvl and keeping Swvl reasonably informed of any action brought, or to SPAC's knowledge, threatened in writing, against SPAC or the SPAC Board by any of SPAC's shareholders related to the Business Combination Agreement or the transactions contemplated thereby;
- Swvl notifying SPAC and keeping SPAC reasonably informed of any action pending or, to Swvl's knowledge, threatened against Swvl or any of its Subsidiaries by any of Swvl's shareholders related to the Business Combination Agreement or the transactions contemplated thereby;
- SPAC's termination of certain agreements and Swvl's termination of certain related party agreements; and

- using reasonable best efforts to perform certain third-party assessments and implement certain policies and procedures, in each case with respect to certain aspects of Swvl's business and operations.

Conditions to Consummation of the Transactions Contemplated by the Business Combination Agreement

Mutual Conditions

The obligations of Swvl, Holdings, Cayman Merger Sub, BVI Merger Sub and SPAC to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following conditions

- the Written Consents having been delivered to SPAC;
- the Required SPAC Proposals having each been approved and adopted by the requisite affirmative vote of SPAC shareholders at the SPAC Shareholders' Meeting in accordance with this proxy statement/prospectus, the Cayman Companies Act, SPAC Articles and the rules and regulations of Nasdaq;
- no governmental authority having enacted, issued, enforced or entered any law or governmental order which is then in effect and has the effect of making the transactions contemplated by the Business Combination Agreement illegal or otherwise prohibiting the consummation of such transactions;
- all consents, approvals, authorizations or permits of, or filings with or notifications to, or expirations or terminations of any waiting period required by, governmental authorities, in each case set forth in the Business Combinations Agreement having been obtained, been made or occurred, including the approval of the Competition Commission of Pakistan;
- the Registration Statement of which this proxy statement/prospectus forms a part having been declared effective and no stop order suspending the effectiveness of the Registration Statement being in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement having been initiated or threatened by the SEC and not having been withdrawn;
- the Holdings Common Shares A, including those to be issued pursuant to the Business Combination Agreement (including the Earnout Shares) and the Subscription Agreements, and the Holdings Common Shares A and Holdings Warrants (and the Holdings Common Shares A issuable upon exercise thereof) to be issued in connection with the SPAC Merger having been approved for listing on the Selected Stock Exchange, subject only to official notice of issuance thereof;
- the Holdings Common Shares A not constituting "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act; and
- the SPAC Merger having been consummated in accordance with the Business Combination Agreement.

SPAC and BVI Merger Sub Conditions

The obligations of SPAC and BVI Merger Sub to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following additional conditions:

- the accuracy of the representations and warranties of Swvl as determined in accordance with the Business Combination Agreement;
- (i) Swvl having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by it on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them on or prior to the SPAC Merger Effective Time; and

- Swvl having delivered to SPAC a customary officer's certificate, dated as of the Closing Date, certifying as to the satisfaction of certain conditions specified in the Business Combination Agreement.

Some of the conditions to SPAC's obligations are qualified by the concept of a "Swvl Material Adverse Effect." Under the terms of the Business Combination Agreement, a "Swvl Material Adverse Effect" means any event, circumstance, change or effect (collectively "Effect") that, individually or in the aggregate with all other Effects, (a) has had or would reasonably be expected to have a material adverse effect on the business, financial condition, assets, liabilities or operations of Swvl and its Subsidiaries taken as a whole or (b) would reasonably be expected to prevent, materially delay or materially impede the performance by Swvl of its obligations under the Business Combination Agreement or the consummation of the Business Combination; *provided*, *however*, that none of the following, and none of the Effects resulting therefrom, will be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be a Swvl Material Adverse Effect for purposes of clause (a) of this paragraph: (i) any change or proposed change in or change in the interpretation of any law, GAAP or IFRS; (ii) Effects generally affecting the industries or geographic areas in which Swvl and its Subsidiaries operate; (iii) any change in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 measures or any change in such COVID-19 measures or interpretations following the date of the Business Combination Agreement, and including any impact of such pandemics on the health of any officer, employee or consultant of Swvl or any Subsidiaries of Swvl); (v) any actions taken or not taken by Swvl or its Subsidiaries as required by the Business Combination Agreement or at the written request of, or with the written consent of, SPAC, (vi) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Business Combination (including the impact thereof on relationships with customers, suppliers, employees or governmental authorities) (*provided* that this clause (vi) will not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from the Business Combination Agreement or the consummation of the transactions contemplated thereby), or (vii) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position; *provided* that this clause (vii) will not prevent a determination that any Effect underlying such failure has resulted in a Swvl Material Adverse Effect (to the extent such Effect is not otherwise excluded from this definition of Swvl Material Adverse Effect), except in the cases of clauses (i) through (iv), to the extent that Swvl and its Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which Swvl and its Subsidiaries operate (in which case only the incremental disproportionate impact may be taken into account).

Swvl Conditions

The obligation of Swvl to consummate the Company Merger is subject to the satisfaction or waiver (where permissible) at or prior to Company Merger Effective Time of the following additional conditions:

the accuracy of the representations and warranties of SPAC and BVI Merger Sub as determined in accordance with the Business Combination Agreement;

- (i) each of SPAC and BVI Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman Merger Sub having performed or complied in all material respects with all agreements and covenants required by the Business Combination Agreement to be performed or complied with by them following the SPAC Merger Effective Time and on or prior to the Company Merger Effective Time;

- SPAC having delivered to Swvl a customary officer's certificate, dated as of the Closing Date, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of certain conditions specified in the Business Combination Agreement;
- SPAC having made all necessary and appropriate arrangements with Continental Stock Transfer & Trust Company, acting as trustee, to have all of the funds in the Trust Account disbursed to SPAC or Holdings prior to the Company Merger Effective Time, and all such funds released from the Trust Account being available to SPAC or Holdings in respect of all or a portion of the payment obligations set forth in the Business Combination Agreement;
- SPAC or Holdings, as applicable, having provided the holders of SPAC Class A Ordinary Shares with the opportunity to make redemption elections with respect to their SPAC Class A Ordinary Shares pursuant to redemption rights provided in the SPAC Articles in connection with the Business Combination;
- as of the Closing, after consummation of the PIPE Financing (plus any amount of cash pre-funded by the PIPE Investors as an investment in Swvl) and after the distribution of the funds in the Trust Account (and deducting all amounts to be paid pursuant to the exercise of redemption rights of SPAC Public Shareholders), SPAC and Holdings collectively having cash on hand equal to or in excess of $185,000,000 (without, for the avoidance of doubt, taking into account (i) any transaction fees, costs and expenses paid or required to be paid (including Swvl Expenses and SPAC Expenses) in connection with the transactions contemplated by the Business Combination Agreement and the PIPE Financing) or (ii) any cash held by Swvl or any of its Subsidiaries; and
- Holdings having instructed the registered agent of Holdings to file the Holdings Public Company Articles with the Registry of Corporate Affairs of the British Virgin Islands, such that the Holdings Public Company Articles become effective at the Company Merger Effective Time.

Some of the conditions to Swvl's obligations are qualified by the concept of a "SPAC Material Adverse Effect." Under the terms of the Business Combination Agreement, a "SPAC Material Adverse Effect" means any Effect that, individually or in the aggregate with all other Effects, (a) has had or would reasonably be expected to have a material adverse effect on the business, financial condition, assets, liabilities or operations of SPAC or (b) would reasonably be expected to prevent, materially delay or materially impede the performance by SPAC or BVI Merger Sub of their respective obligations under the Business Combination Agreement or the consummation of the Business Combination; *provided*, *however*, that none of the following, and none of the Effects resulting therefrom, will be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be a SPAC Material Adverse Effect for purposes of clause (a) of this paragraph: (i) any change or proposed change in or change in the interpretation of any law, GAAP or IFRS; (ii) Effects generally affecting the industries or geographic areas in which SPAC operates; (iii) any change in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (iv) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 measures or any change in such COVID-19 measures or interpretations following the date of the Business Combination Agreement, and including any impact of such pandemics on the health of any officer, employees or consultant of SPAC); (v) any actions taken or not taken by SPAC or BVI Merger Sub as required by the Business Combination Agreement or at the written request of, or with the written consent of, Swvl; (vi) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Business Combination (including the impact thereof on relationships with customers, suppliers, employees or governmental authorities) (*provided* that this clause (vi) will not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from the Business Combination Agreement or the consummation of the transactions

contemplated thereby); or (vii) the accounting treatment of the SPAC Warrants (except in the cases of clauses (i) through (iv) to the extent that SPAC is disproportionately affected thereby as compared with other participants in the industry in which SPAC operates. Notwithstanding the foregoing, the amount of redemption from the Trust Account pursuant to the exercise of redemption rights will not be deemed to be a SPAC Material Adverse Effect.

Termination

The Business Combination Agreement may be terminated, and the transactions contemplated thereby may be abandoned, at any time prior to the Company Merger Effective Time, notwithstanding any requisite approval and adoption of the Business Combination Agreement and the transactions contemplated thereby by the securityholders of Swvl or SPAC, as follows:

- by mutual written consent of SPAC and Swvl;
- by either SPAC or Swvl if the Company Merger Effective Time has not occurred prior to the Outside Date; *provided*, *however*, that (i) if the SEC has not declared the Registration Statement effective on or prior to such date, the Outside Date will be automatically extended to March 25, 2022 and (ii) the Business Combination Agreement may not be terminated as a result of reaching the Outside Date by or on behalf of any party that either directly or indirectly through its affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained therein and such breach or violation is the principal cause of the failure of a condition to the Business Combination on or prior to the Outside Date;
- by either SPAC or Swvl if any legal restraint has become final and nonappealable and has the effect of making consummation of the transactions contemplated by the Business Combination Agreement illegal or otherwise preventing or prohibiting consummation of the transactions contemplated by the Business Combination Agreement;
- by either SPAC or Swvl if any of the Required SPAC Proposals fails to receive the requisite vote for approval at the SPAC Shareholders' Meeting (subject to any adjournment, postponement or recess of such meeting);
- by SPAC, in the event Swvl fails to deliver the Written Consents to SPAC within five business days of the Registration Statement becoming effective (the "Written Consent Failure"); *provided*, that SPAC may not terminate the Business Combination Agreement (i) for so long as Swvl continues to exercise its reasonable best efforts to cure such Written Consent Failure, unless such Written Consent Failure is not cured within five business days after notice of such Written Consent Failure is provided by SPAC to Swvl or (ii) if Swvl cures such Written Consent Failure prior to the termination of the Business Combination Agreement;
- by SPAC upon a breach of any representation, warranty, covenant or agreement on the part of Swvl, Holdings or Cayman Merger Sub set forth in the Business Combination Agreement, or if any representation or warranty of Swvl, Holdings or Cayman Merger Sub will have become untrue, in either case such that certain conditions set forth in the Business Combination Agreement would not be satisfied (a "Terminating Swvl Breach"); *provided*, that SPAC has not waived such Terminating Swvl Breach and SPAC and BVI Merger Sub are not then in material breach of their representations, warranties, covenants or agreements in the Business Combination Agreement; *provided*, *further*, that, if such Terminating Swvl Breach is curable by Swvl, Holdings or Cayman Merger Sub, SPAC may not terminate the Business Combination Agreement based on such Terminating Swvl Breach for so long as Swvl, Holdings and Cayman Merger Sub continue to exercise their reasonable best efforts to cure such breach, unless such breach is not cured within 30 days after notice of such breach is provided by SPAC to Swvl;
- by Swvl (i) upon a breach of any representation, warranty, covenant or agreement on the part of SPAC or BVI Merger Sub set forth in the Business Combination Agreement, (ii) if any representation or

warranty of SPAC or BVI Merger Sub will have become untrue or (iii) upon a breach of any covenant or agreement set forth in the Business Combination Agreement on the part of Holdings or Cayman Merger Sub occurring after the SPAC Merger Effective Time, in the case of clauses (i), (ii) or (iii) such that certain conditions set forth in the Business Combination Agreement would not be satisfied (a "Terminating SPAC Breach"); *provided*, that Swvl has not waived such Terminating SPAC Breach and Swvl is (and, if prior to the SPAC Merger Effective Time, Holdings and Cayman Merger Sub are) not then in material breach of their representations, warranties, covenants or agreements in the Business Combination Agreement; *provided*, *further*, that, if such Terminating SPAC Breach is curable by SPAC or BVI Merger Sub (or, if following the SPAC Merger Effective Time, Holdings or Cayman Merger Sub), Swvl may not terminate the Business Combination Agreement based on such Terminating SPAC Breach for so long as SPAC and BVI Merger Sub (and, if following the SPAC Merger Effective Time, Holdings and Cayman Merger Sub) continue to exercise their reasonable best efforts to cure such breach, unless such breach is not cured within 30 days after notice of such breach is provided by Swvl to SPAC; or

- by Swvl if the SPAC Board or any committee thereof effects a Change in Recommendation.

Effect of Termination

If the Business Combination Agreement is terminated, the Business Combination Agreement will become void, and there will be no liability under the Business Combination Agreement on the part of any party thereto, except as expressly set forth in the Business Combination Agreement. Notwithstanding the foregoing or anything to the contrary in the Business Combination Agreement, the termination of the Business Combination Agreement will not affect (i) any liability on the part of any party hereto for fraud or a willful breach prior to such termination or (ii) any person's liability under the Ancillary Agreements to which he, she or it is a party to the extent arising from a claim against such person by another person party to such agreement on the terms and subject to the conditions thereunder. Upon any such termination, the term of the confidentiality agreement, dated May 5, 2021, between SPAC and Swvl will automatically be extended for an additional 12 months.

Background of the Business Combination

SPAC is a Cayman Islands exempted company formed on December 9, 2020 for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities. SPAC's business strategy is to identify, combine with and maximize the value of a company that provides solutions promoting sustainable development, economic growth and prosperity and operates in one of several industries of interest. SPAC focuses its efforts on opportunities where it feels it has a competitive advantage and is best situated to enhance the value of the business after completion of an Initial Business Combination. With SPAC's uniquely-structured, female-led management team, board and advisory board, it intends for gender diversity to play a key role in its business strategy. The ultimate goal of this business strategy is to generate attractive returns and maximize long-term shareholder value. The proposed business combination was the result of an extensive search for a potential transaction utilizing the broad network of contacts and corporate relationships developed by SPAC's management, board, advisory team and other advisors. The terms of the business combination were the result of extensive negotiations between the SPAC management team and Swvl. The following is a brief description of the background of these negotiations, the business combination and related transactions.

On January 22, 2021, SPAC completed its IPO of 34,500,000 public units, including 4,500,000 units that were issued pursuant to the underwriters' exercise of their over-allotment option, with each unit consisting of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, raising gross proceeds of $345.0 million.

Following the closing of SPAC's IPO, SPAC management commenced an active search for businesses or assets to acquire for the purpose of consummating SPAC's Initial Business Combination. SPAC

reviewed self-generated ideas, explored ideas with the underwriters from SPAC's IPO, and contacted, and was contacted by, a number of individuals and entities with respect to over 50 business combination opportunities. As part of this process, SPAC management considered and evaluated approximately 150 potential acquisition targets in a wide variety of industry sectors, including targets that were engaged in businesses involving energy sustainability or utilizing technologies that would make a positive impact on the environment.

By April 2021, SPAC had engaged in due diligence and discussions directly with the senior executives, stockholders or sponsors of 24 Initial Business Combination opportunities (the "Other Potential Acquisitions"). In several cases, SPAC presented term sheets or illustrative transaction structures (or similar documentation) describing the structure or principal terms of potential business combinations. As part of its acquisition strategy, SPAC did not focus its efforts pursuing potential transactions in auction situations, but instead focused on bilateral discussions with the key decision makers of each of the Other Potential Acquisitions regarding a potential transaction. Due to the progression of the discussions with Swvl, as well as the SPAC Board's conclusion that a transaction with Swvl would present the most attractive opportunity for SPAC, the SPAC Board ultimately determined to pursue the business combination with Swvl. The SPAC Board's decision to pursue the business combination with Swvl over the Other Potential Acquisitions was generally the result of, but not limited to, one or more of the following factors:

- the Other Potential Acquisitions did not fully meet the investment criteria of SPAC, which included, among other things, candidates that have largely retired technical risk, exhibit a need for capital to achieve the company's growth strategy, have attractive opportunities to grow the business, have a management team that was well-prepared to execute the company's business plan and would benefit from SPAC's management expertise, insight and capital markets expertise; and
- a difference in valuation expectations between SPAC and the senior executives or stockholders of the target company in the Other Potential Acquisitions.

On April 27, 2021, SPAC's Chief Executive Officer and Director, Victoria Grace, was contacted by Barclays Capital Inc. ("Barclays") to discuss, on a preliminary and introductory basis, an upcoming capital raising assignment that Barclays had been engaged on for Swvl. Ms. Grace had been following Swvl's progress for some time and immediately understood the merit and strong potential fit of a business combination between Swvl and SPAC. SPAC's management began preliminary due diligence regarding Swvl and its business, including with respect to the company's services, targeted markets and competitors as well as recent comparable transactions.

On April 30, 2021, Ms. Grace and other members of SPAC's management, board and advisory team were introduced by teleconference to Mostafa Kandil, one of Swvl's founders and its Chief Executive Officer. During the introductory conference call, Mr. Kandil provided an overview of Swvl's business including its differentiated technology and growth strategy. During that call, representatives of SPAC explained SPAC's business strategy, organizational structure, mechanics of a transaction and the potential merits of a business combination between Swvl and SPAC. Ms. Grace and Mr. Kandil discussed the possibility of a business combination between Swvl and SPAC.

On May 2, 2021, SPAC entered into a confidentiality agreement with Guggenheim Securities in anticipation of it serving as SPAC's exclusive financial advisor in connection with a possible business combination with Swvl.

On May 5, 2021, Swvl and SPAC entered into a mutual confidentiality agreement to facilitate more in-depth discussions between the parties regarding a possible business combination.

On May 5, 2021, members of SPAC's management, board and advisory team held a teleconference meeting with Swvl's management team, as well as representatives of Barclays and Guggenheim Securities, to enable SPAC to learn more about Swvl's, technology, corporate history, business plan and future development

plans. During that meeting, members of SPAC's management provided Swvl management with an overview of SPAC (including its IPO and funds held in the Trust Account) and key considerations for a potential business combination.

Throughout the period of May 5, 2021 to May 22, 2021, SPAC management conducted further analysis regarding Swvl's business plan, technology and addressable market, and held conference calls with representatives of Guggenheim Securities, Barclays and Swvl to discuss Swvl's financial model and capital requirements. During such period, Ms. Grace held calls with Mr. Kandil, and SPAC's management held calls with representatives of Guggenheim Securities and Barclays, to discuss various aspects of Swvl's business plan, including Swvl's relationship with its captains, the services of key competitors, risks associated with executing Swvl's business plan and valuations of comparable companies. During the course of the discussions, Ms. Grace indicated to Barclays that, subject to further due diligence and based on SPAC's preliminary analysis of Swvl and its business as well as its potential for strong growth in the future, SPAC could provide an amount of capital with funds from its trust and with a committed PIPE financing sufficient to enable Swvl to meet its business development objectives as set forth in its business plan and could potentially value Swvl at approximately $1 billion, on a debt-free, cash-free, pre-money basis. Representatives of Barclays indicated to Ms. Grace that they believed Swvl would view the proposed business combination favorably and, subject to agreeing to key terms set forth in a non-binding term sheet, Swvl could potentially enter into exclusive negotiations with SPAC.

On May 8, 2021, SPAC held by teleconference its regularly scheduled semi-monthly board meeting, and members of SPAC's management reviewed with the SPAC Board and advisory team the potential target companies being evaluated by management. At that meeting, SPAC management provided the SPAC Board and advisory team with an update on their discussions with representatives of Swvl and the engagement with Guggenheim Securities. Ms. Grace disclosed to the SPAC Board and advisory team her interest in a possible business combination with Swvl in that she was a director of VNV Global AB, an affiliate of VNV (Cyprus) Limited, which owned approximately 12.5% of the outstanding equity of Swvl as of the date of those discussions. The SPAC Board was satisfied that no actual conflict arose and any potential interest of Ms Grace was appropriately managed. Ms Grace has subsequently resigned the directorship.

During the weeks of May 10, May 17 and May 24, 2021, management of SPAC and Swvl, as well as representatives of Guggenheim Securities and Barclays, had frequent conference calls to discuss various aspects of Swvl's business, including Swvl's platform, intellectual property, including marketplace technology, traction in deployed geographies and proposed growth and city-level roll-out plan.

On May 14, 2021, Swvl granted SPAC access to Swvl's electronic data room, and SPAC and its advisors proceeded further with their due diligence regarding Swvl, which diligence continued throughout the remainder of May and June and July. As part of its diligence process, SPAC management and certain of its advisors participated in diligence calls, along with representatives of Swvl management as well as with certain of Swvl's advisors.

On May 16, 2021, Barclays delivered to Guggenheim Securities, at the direction and on behalf of Swvl, a draft, non-binding term sheet setting forth the key terms of a possible business combination between SPAC and Swvl.

On May 19, 2021, Guggenheim Securities, at the direction and on behalf of SPAC, delivered a revised draft of the non-binding term sheet to Barclays, at the direction and on behalf of Swvl, for discussion purposes, consistent with the valuation previously discussed with the SPAC Board and advisory team. The transaction described in the proposed term sheet also contemplated (a) that SPAC would issue, in a private placement in connection with the Business Combination, not less than $100 million of securities, (b) that Swvl and SPAC would each agree to negotiate exclusively with the other for a certain period of time, (c) a five year earn-out for certain Swvl securityholders for up to an additional 10 million shares and (d) other terms customary for a transaction of the type being proposed including as to board governance, voting agreements relating to the Business Combination, registration rights and restrictions on the transfer of shares held by certain Swvl shareholders.

Over the next three days, members of management of SPAC held several conference calls with representatives of Barclays to discuss the terms, and Barclays and Guggenheim Securities (at the direction of and on behalf of Swvl and SPAC, respectively) exchanged drafts, of the non-binding term sheet, including proposed revisions to the amount of consideration to be delivered in the earn-out and the amount of funds to be available to the post-combination company upon the closing of the transaction. On May 21, 2021, Barclays, at the direction of and on behalf of Swvl, delivered to Guggenheim Securities a proposed final version of the non-binding term sheet in respect of a business combination.

On May 21, 2021, SPAC finalized its engagement of Guggenheim Securities for delivery of a fairness opinion and its service as exclusive financial advisor to SPAC in connection with the possible business combination with Swvl and to serve as placement agent for the PIPE Financing.

On May 22, 2021, SPAC held by teleconference its regularly scheduled semi-monthly board meeting, and members of SPAC's management reviewed with the SPAC Board and advisory team potential target companies being evaluated by management. At that meeting, SPAC management provided the SPAC Board and advisory team with an update on their discussions with representatives of Swvl and conveyed their belief that a business combination with Swvl was a more attractive acquisition opportunity than the Other Potential Acquisitions then being evaluated. After reviewing Swvl, its business plan, the merits of a combination and the results of SPAC management's preliminary due diligence, the SPAC Board directed its management to finalize the non-binding term sheet, valuing Swvl on a debt-free, cash-free and pre-money basis at $1 billion, with consideration payable entirely in shares.

On May 22, 2021, Swvl and SPAC executed the non-binding term sheet (the "Letter of Intent"), providing for, among other things:

- a business combination between Swvl and SPAC using a to-be-agreed structure at a pre-money valuation of $1 billion, on a debt-free, cash-free basis without adjustment to the purchase price;
- the allocation of such $1 billion of equity value to all equity securities and equity equivalents of Swvl;
- the conversion of all outstanding shares (and certain other convertible equity securities) of Swvl into shares of the combined company valued at $10.00 per share;
- the opportunity for certain Swvl securityholders to receive up to an additional 15 million shares of the combined company based on the satisfaction of certain share price triggers (or an earlier change of control above such price triggers) within 5 years after the Business Combination;
- PIPE commitments of at least $100 million (at $10.00 per share) at the time of signing definitive documentation for the initial business combination and the forfeiture by the Sponsor of up to 20% of its SPAC Class B Ordinary Shares if it fails to secure at least $100 million of existing shareholder PIPE commitments and non-redemption commitments (reduced on a linear basis from 20% to 0% if Sponsor secures $50-100 million of PIPE commitments);
- Swvl's and SPAC's mutual agreement to negotiate exclusively with the other, subject to certain exceptions, for a 30-day period (with a mutually agreeable 15-day extension if the parties were still negotiating definitive documentation in good faith at the end of the initial 30-day period);
- a transaction closing conditioned upon, among other things, the completion by SPAC of the PIPE Financing, with proceeds therefrom together with the proceeds of the Trust Account (after redemptions) of not less than $250 million, and no material adverse effect on either SPAC or Swvl; and
- certain other customary provisions relating to the designation of and voting for certain persons to the board of directors, the formation of an advisory board, voting agreements relating to the initial business

combination, restrictions on the sale of shares, executive employment agreements, an equity incentive plan and registration rights.

From the third week of May and throughout the period prior to signing the Business Combination Agreement, SPAC and Swvl management and their respective advisors held numerous meetings to discuss the business plan and future operating budgets for Swvl.

During the week of May 24, 2021, Ms. Grace also held preliminary conversations with Barclays and Guggenheim Securities regarding the contemplated $100 million PIPE Financing for the Business Combination.

On May 27, 2021, management of SPAC and Swvl, together with representatives of Vinson & Elkins L.L.P. (“Vinson & Elkins”), SPAC’s legal counsel, Guggenheim Securities, Barclays, Cravath, Swaine & Moore LLP (“Cravath”) and Slaughter & May (“Slaughter & May”), Swvl’s legal counsels, had a kick-off call during which the parties discussed the potential business combination, the timetable for the transaction, including the delivery of Swvl’s audited financial statements, and the scheduling of due diligence. During the call, the parties also discussed the steps to consummate a transaction as well as a timeline for the launch of the PIPE Financing, the signing of definitive transaction agreements and the closing of the transaction.

On May 27, 2021, following the kick-off meeting, SPAC delivered a due diligence request list to Barclays. SPAC began to identify various legal advisors in foreign jurisdictions and other advisors to assist with SPAC’s due diligence investigation of Swvl, and engaged Walkers to be its Cayman and British Virgin Islands counsel in connection with the Business Combination.

From May 27, 2021 through June 6, 2021, representatives of SPAC and Swvl, together with their respective legal and financial advisors, prepared, reviewed and commented on and discussed and subsequently revised and updated the PIPE Financing investor presentation.

On May 29, 2021, SPAC requested that Swvl provide SPAC with a limited waiver of the parties’ exclusive negotiating period under the Letter of Intent to permit SPAC to execute a confidentiality agreement and participate in meetings with an alternative potential target counterparty (the “Exclusivity Waiver”).

On May 31, 2021, representatives of Swvl, Barclays, SPAC and Guggenheim Securities met by conference call to discuss the investor presentation for the contemplated PIPE Financing, the timetable for the offering of equity securities and the plan for identifying and approaching potential institutional accredited investors.

In June 2021, SPAC engaged BCG Digital Ventures, an operating division of The Boston Consulting Group, Inc., together with The Boston Consulting Group UK LLP (collectively, “BCG”) as an advisor to conduct diligence on Swvl and its target market. Throughout June 2021, BCG, SPAC and certain of SPAC’s advisors and Swvl met over teleconference to discuss Swvl’s corporate history, technology, business plan, financial projections, and key competitors and BCG’s preliminary findings and its progress generally.

On June 5, 2021, the SPAC Board held its semi-monthly meeting by teleconference, which included the SPAC advisory team, during which management of SPAC reviewed various aspects of the proposed business combination with Swvl, as well as the projected timeline for the contemplated PIPE Financing.

On June 7 and 8, 2021, SPAC formally engaged Barclays and MPW Capital Advisors Limited, respectively, as placement agents (and together with Guggenheim Securities, the “Placement Agents”) in connection with the PIPE Financing to the extent the PIPE Financing involved the offering of equity securities to institutional accredited investors and, with respect to MPW Capital Advisors Limited, non-U.S. investors in the Middle East. Barclays, MPW Capital Advisors Limited and Guggenheim Securities did not act as Placement Agents with respect to any investor which was not an institutional accredited investor or qualified institutional

buyer (including individual persons) or any exchangeable notes offered or sold in connection with the PIPE Financing. Barclays obtained consents and waivers from both SPAC and Swvl with respect to its engagements with each respective party, and disclosed to SPAC its role as M&A and capital markets advisor to Swvl and disclosed to Swvl its role as Placement Agent for SPAC. Barclays' disclosures of these roles was also included in the Subscription Agreement.

On June 9, 2021, Swvl granted SPAC the Exclusivity Waiver, subject to a commitment from SPAC not to engage in a transaction with the alternative potential target counterparty for a period of six months following the end of SPAC's and Swvl's exclusive negotiation period, subject to certain exceptions.

On June 9, 2021, SPAC and Swvl approved the PIPE Financing investor presentation and authorized Barclays to share it with potential investors on behalf of SPAC and Swvl. Barclays, at the direction and on behalf of SPAC and Swvl, made available to investors interested in participating in the PIPE Financing the investor presentation relating to Swvl and its business, based on information provided by SPAC and Swvl, which included certain prospective financial information for Swvl, as well as a pro forma capitalization table of the post-combination company.

Beginning on June 14, 2021 and over the next month, Barclays and Guggenheim Securities facilitated telephonic and video conferences with a number of prospective institutional accredited investors in the PIPE Financing with respect to the equity securities being offered. A number of the prospective institutional accredited investors also participated in discussions with SPAC and Swvl representatives.

On June 15, 2021, SPAC engaged Shahid Law Firm to assist with certain Egyptian law aspects of the proposed transaction and Bowmans to assist with certain Kenyan law aspects of the proposed transaction.

On June 17, 2021, Cravath delivered an initial draft of a Business Combination Agreement to Vinson & Elkins. Also on June 17, 2021, Cravath delivered initial drafts of a Swvl Transaction Support Agreement relating to the obligations of certain securityholders of Swvl to vote in favor of the proposed business combination, not to transfer their Swvl securities and certain other actions and a Holdings Shareholders' Agreement regarding the rights and obligations of certain parties thereto to vote for certain nominees to the Holdings board of directors following the Business Combination.

Also on June 18, 2021, Vinson & Elkins delivered an initial draft of the form of Subscription Agreement to Cravath and Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), counsel to the Placement Agents. Over the course of the next week Vinson & Elkins, Cravath and Skadden revised and finalized the draft of the form of Subscription Agreement to be provided to potential institutional accredited investors. A draft of the Subscription Agreement was shared with prospective investors and representatives of Vinson & Elkins and Cravath, and, to the extent such investors were institutional accredited investors or qualified institutional buyers interested in purchasing equity securities, Skadden, addressed and negotiated comments to the subscription agreements from the various interested investors.

On June 19, 2021, the SPAC Board along with the SPAC advisory team convened by teleconference its semi-monthly meeting to provide an update regarding the status of SPAC's proposed business combination with Swvl. During the meeting, management updated the SPAC Board and advisory team regarding, among other things, the addressable market of Swvl's platform, the progress of continuing diligence activities and the estimated remaining timeline for the ongoing PIPE Financing.

Also on June 19, 2021, Ms. Nyrkovskaya held a meeting with Guggenheim Securities over teleconference to discuss key aspects of financial and tax diligence.

On June 21, 2021, SPAC engaged Ernst & Young ("EY") to perform certain tax, financial, and anti-corruption/anti-bribery (including Foreign Corrupt Practice Act) diligence as well as to do certain advisory work

around technical accounting and SEC reporting. Over the course of the next month, SPAC management and Vinson & Elkins met frequently with EY over teleconference to discuss the progress of financial, tax and anti-corruption diligence. Also on June 21, 2021, SPAC engaged Al Tamimi and Company to assist with certain Jordanian and United Arab Emirates law aspects of the proposed transaction.

Also on June 21, 2021, Swvl and SPAC agreed to extend the exclusive negotiating period under the Letter of Intent to July 21, 2021 from June 21, 2021.

On June 22, 2021, SPAC engaged Willis Towers Watson Public Limited Company ("Willis") to perform insurance diligence.

On June 27 and 28, 2021, Vinson & Elkins delivered initial drafts of the Sponsor Agreement, SPAC Shareholder Support Agreement, the Lock-Up Agreement and the Registration Rights Agreement to Cravath.

On June 29, 2021, SPAC engaged Wallbrook Advisory Limited to assist with certain anti-corruption and anti-bribery diligence matters.

On July 1, 2021, SPAC management met with Swvl management as well as representatives from Guggenheim Securities to review Swvl's business progress.

Also on July 1, 2021, Vinson & Elkins delivered to Cravath revised drafts of the Swvl Transaction Support Agreement and the Holdings Shareholders Agreement. Thereafter, Swvl and SPAC exchanged drafts of definitive agreements in respect of such matters and, prior to the execution of the Business Combination Agreement, the parties finalized the terms and conditions of such agreements, along with the Sponsor Agreement, SPAC Shareholder Support Agreement, Lock-Up Agreement and Registration Rights Agreement.

On July 5, 2021, Vinson & Elkins sent a revised draft of the Business Combination Agreement to Cravath. During the month of July 2021 until the Business Combination Agreement was signed on July 28, 2021, Swvl and SPAC held numerous conference calls and exchanged several drafts of the Business Combination Agreement to resolve issues raised by SPAC or Swvl, which focused principally on: (a) addressing certain matters identified in SPAC's due diligence of Swvl, including using efforts to implement certain policies and procedures prior to Closing and to obtain certain insurance policies prior to Closing, (b) the ability of Swvl to take certain actions during the Interim Period without the prior approval of SPAC, (c) the delivery of Swvl's audited financial statements after the signing of the Business Combination Agreement and the consequences of its failure to do so; (d) the minimum amount of cash required to be held by SPAC and Holdings after consummation of the PIPE Financing and distribution of the Trust Account (without taking into account transaction fees and expenses and cash on hand at Swvl), (e) the removal of any requirement for the Sponsor to forfeit SPAC Class B Ordinary Shares for a failure of the existing shareholder PIPE Financing and non-redemption commitments to equal at least $100 million if this amount was deemed to have been satisfied by Swvl, (f) the duration after the signing of the Business Combination Agreement before either Swvl or SPAC would have a right to terminate the Business Combination Agreement (i.e., the outside date) and (g) matters relating to the post-Closing indemnification of the officers and directors of Swvl, SPAC and the combined company and the Sponsor.

On July 8, 2021, SPAC management and representatives of Guggenheim Securities held a call with BCG to receive BCG's final presentation on Swvl diligence. Topics covered included market sizing and dynamics, a financial model assessment, a growth marketing assessment, a product integrity assessment and a technical excellence and technology assessment.

On July 9, 2021, SPAC management held a call with representatives of Willis and Vinson & Elkins to discuss ongoing diligence activities. Immediately following this call, Ms. Nyrkovskaya held a call with Vinson & Elkins to finalize the key diligence items related to various aspects of insurance.

On July 11, 2021, the SPAC Board along with the SPAC advisory team convened by teleconference its semi-monthly meeting to provide an update regarding the status of SPAC's proposed business combination with Swvl. During the meeting, management updated the SPAC Board and advisory team regarding, among other things, the addressable market of Swvl's platform, the progress of continuing diligence activities and the estimated remaining timeline for the ongoing PIPE Financing.

On July 13, 2021, SPAC engaged Orr, Dignam & Co. to advise on certain Pakistan law aspects of the proposed business combination.

On July 16, 2021, Cravath delivered to Vinson & Elkins a draft of a separate subscription agreement to be entered into by certain of the PIPE investors whereby the investor would pre-fund a portion of their commitments in the PIPE Financing for exchangeable notes issued by Swvl which would be exchanged for Holdings Common Shares A at Closing. On the same day, Cravath delivered to Vinson & Elkins a draft term sheet for the exchangeable notes. Barclays, MPW Capital Advisors Limited and Guggenheim Securities, in their capacities as Placement Agents, were not involved with any offering of any exchangeable notes in connection with the PIPE Financing, including any offering of the Swvl Exchangeable Notes.

On July 17, 2021, the SPAC Board convened a special meeting by teleconference which included the SPAC advisory team. Representatives of Guggenheim, Vinson & Elkins, BCG and EY also participated in the meeting. During this meeting SPAC management reported on its due diligence process and PIPE Financing efforts. EY and Vinson & Elkins reported preliminary findings on their ongoing due diligence process and the status of unresolved due diligence items. BCG gave a final report of their findings. Representatives of Guggenheim Securities presented certain preliminary financial analyses regarding the Business Combination, including with respect to the implied pre-money valuation of Swvl, and discussed the ongoing process and timetable for marketing the PIPE Financing.

From July 17 through July 28, 2021, Ms. Nyrkovskaya and the Swvl finance and accounting teams engaged in daily conversations related to financial due diligence.

On July 26, 2021, at the request and direction and on behalf of SPAC and Swvl, the Placement Agents posted the final Business Combination Agreement and an updated investor presentation to the PIPE Financing virtual data room. The updated investor presentation posted to the data room reflected, among other things, updated risk factors.

On July 27, 2021, the SPAC Board held a special meeting by teleconference. All members of the SPAC Board were present. Also in attendance were members of SPAC management, the SPAC advisory team and representatives of Vinson & Elkins, Walkers and Guggenheim Securities. During this meeting, SPAC management updated the SPAC Board and advisory team on the results of their due diligence and the rationale for the Business Combination. Guggenheim Securities then delivered an oral opinion, which was confirmed by delivery of a written opinion, dated July 28, 2021, addressed to the SPAC Board to the effect that, as of the date of the opinion and based on and subject to the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken, the Company Merger Consideration was fair, from a financial point of view, to SPAC. For additional information about Guggenheim Securities' fairness opinion, please see the section entitled "Opinion of SPAC's Financial Advisor." After Guggenheim Securities' presentation, EY presented its findings as of the date of the meeting regarding its financial, tax and anti-corruption diligence. Walkers provided to the SPAC Board a review of fiduciary duties under Cayman Islands law in the context of consideration of the proposed business combination transaction.

Prior to the SPAC Board meeting, on July 26, 2021, Vinson & Elkins had delivered to the SPAC Board and advisory team a due diligence report of its findings as of the date of the report, including due diligence reports of Shahid Law Firm, Bowmans, Al Tamimi and Company, and Orr, Dignam & Co. of their respective findings as of the date of the report. At the July 27 SPAC Board meeting, Vinson & Elkins discussed with the

SPAC Board and advisory team the status of unresolved diligence items and the provisions of the Business Combination Agreement intended to address certain due diligence findings. Vinson & Elkins reviewed with the SPAC Board and advisory team the terms of the Business Combination, including the Business Combination Agreement, the Swvl Transaction Support Agreement, the Holdings Shareholders Agreement, the SPAC Shareholder Support Agreement, the Sponsor Agreement, the Registration Rights Agreement, the Lock Up Agreement, the Subscription Agreements and the other definitive agreements, copies of all of which were provided to the SPAC Board and advisory team in advance of the meeting. After consideration and discussion of the information presented to the SPAC Board and advisory team, the SPAC Board unanimously approved the Business Combination Agreement and the other transaction documents related thereto to which SPAC is, or will be, a party, and the PIPE Financing.

Also on July 27, 2021, the Swvl board of directors approved the Business Combination Agreement and the other transaction documents related thereto to which Swvl is a party.

On July 27, 2021, Ms. Grace resigned as a director of VNV Global AB in anticipation of the announcement of the Business Combination.

Early the following morning, on July 28, 2021, the parties executed the Business Combination Agreement and certain of the related transaction agreements, and the investors subscribing to purchase securities of SPAC in connection with the PIPE Financing executed the Subscription Agreements. Under the PIPE Financing, certain investors agreed to purchase, at closing of the Business Combination $100 million of securities of Holdings consisting of Holdings Common Shares A at $10.00 per share, subject to reduction by an amount pre-funded into Swvl Exchangeable Notes. In addition, certain of the PIPE investors agreed to pre-fund a portion of their commitments in the PIPE Financing through Swvl Exchangeable Notes issued by Swvl which will be exchanged for Holdings Common Shares A, at the closing of the Business Combination, at $8.50 per share.

Before the market opened on July 28, 2021, SPAC announced the Business Combination with Swvl together with the execution of the Business Combination Agreement and the Subscription Agreements.

SPAC Board's Reasons for Approval of Business Combination

The SPAC Board considered a wide variety of factors in connection with its evaluation of the Business Combination. In light of the complexity of those factors, the SPAC Board, as a whole, did not consider it practicable to, nor did it attempt to, quantify or otherwise assign relative weights to the specific factors it took into account in reaching its decision. The SPAC Board viewed its decision as being based on all of the information available and the factors presented to and considered by it. In addition, individual members of the SPAC Board may have given different weight to different factors. This explanation of the reasons for the SPAC Board's approval of the Business Combination, and all other information presented in this section, is forward-looking in nature and, therefore, should be read in light of the factors discussed in the section entitled "Cautionary Note Regarding Forward-Looking Statements."

Before reaching its decision, the SPAC Board reviewed the results of the due diligence conducted by SPAC's management and SPAC's advisors, which included:

- meetings and calls with the management teams, advisors and Swvl regarding Swvl's operations, business plan and forecasts;
- research on comparable public and private companies, including shared mobility platforms, shared economy platforms and TaaS and SaaS companies;
- legal due diligence review conducted by Vinson & Elkins; Shahid Law Firm; Bowmans; Al Tamimi and Company; and Orr, Dignam & Co. which included, among other things, a review of material contracts, intellectual property matters, data security and privacy matters, employment matters, regulatory and licensing matters, insurance matters and anti-corruption and anti-bribery matters;

- insurance due diligence review conducted by Willis;
- financial, tax and anti-corruption due diligence review by EY;
- review of analysis prepared by, and discussions with, SPAC's advisors and consultants;
- financial and valuation analysis of Swvl and the Business Combination; and
- a fairness opinion provided by Guggenheim Securities.

The factors considered by the SPAC Board include, but are not limited to, the following:

- *Asset-Light Business Model*. The SPAC Board considered Swvl's asset-light model, which does not require investment in vehicles or other hard assets.
- *Competitive Advantages In Technology.* The SPAC Board considered the strong advantages of Swvl's core technology from a unit economics and customer appeal perspective versus applicable competitors across several geographies.
- *Strong Customer Demand.* The SPAC Board considered indicative interest from Swvl's strong customer demand across its existing deployments and the ability of Swvl's platform to provide broad access to more affordable and reliable transportation, particularly in emerging markets with limited transportation options.
- *Management Team.* The SPAC Board considered Swvl's knowledgeable and committed management team that is expected to remain with the post-combination company and continue to seek to execute Swvl's strategy.
- *Available Supply.* The SPAC Board considered the fact that there already exists a strong worldwide availability of small fleet and individual vehicle operators that could be utilized through Swvl's platform.
- *Environmental and Social Impact.* The SPAC Board considered the ability of Swvl's platform to make a meaningful environmental and social impact. In particular, Swvl's platform increases social and economic equity by offering safe and affordable transportation options and increases access to employment options to drivers and other young professionals. The SPAC Board also noted that Swvl's shared mobility model can contribute to reduced emissions.
- *Synergies and Opportunities.* The SPAC Board considered potential synergies and opportunities presented by SPAC's relationship with Agility Public Warehousing Company K.S.C.P. ("Agility") and its broader network of relationships. Agility's strong presence in Swvl's regions of operation presents the potential for significant direct and indirect business development opportunities therein.
- *Due Diligence*. The SPAC Board reviewed and considered the due diligence findings of its several advisors.
- *Terms of the Business Combination Agreement*. The SPAC Board reviewed the financial and other terms of the Business Combination Agreement and determined that they were the product of arm's-length negotiations among the parties.
- *Independent Director Role*. The SPAC Board is comprised of a majority of independent directors who are not affiliated with our Sponsor and its affiliates. SPAC's independent directors, took an active role in guiding SPAC management as SPAC evaluated and negotiated the proposed terms of the Business Combination. Following an active and detailed evaluation, the SPAC Board's independent directors unanimously approved, as members of the SPAC Board, the Business Combination Agreement and the Business Combination.

In addition, the SPAC Board determined that the Business Combination satisfies the investment criteria that the SPAC Board identified in connection with the IPO. For more information, see the section entitled "— Background of the Business Combination."

In the course of its deliberations, the SPAC Board also considered a variety of uncertainties, risks and other potentially negative factors relevant to the Business Combination, including the following:

- *Developmental Stage Company Risk.* The risk that Swvl is an early-stage company, and the risk that it may not be able to execute on its business plan.
- *Macroeconomic Risk*. The risk of macroeconomic uncertainty and the effects it could have on Swvl's revenues.
- *Future Growth Risk.* The risk that future growth of Swvl is dependent upon its geographic expansion strategy.
- *Due Diligence Risk.* The accelerated timeline that SPAC's management and advisors had to conduct their due diligence investigation and the status of certain confirmatory due diligence items that were unresolved at the time of signing of the Business Combination Agreement.
- *Cost Assumption Risk.* The risk that Swvl may not be able to achieve current cost assumptions.
- *Competitive Risk.* The risk that Swvl operates in a highly competitive and rapidly evolving industry.
- *Public Company Risk.* The risks that are associated with being a publicly traded company that is in its early, developmental stage.
- *Benefits May Not Be Achieved Risk.* The risk that the potential benefits of the Business Combination may not be fully achieved or may not be achieved within the expected timeframe.
- *Redemption Risk*. The risk that a significant number of SPAC shareholders elect to redeem their shares prior to the consummation of the Business Combination and pursuant to the SPAC Articles, which would potentially make the Business Combination more difficult to complete or reduce the amount of cash available to the combined company to accelerate its business plan following the Closing.
- *Shareholder Vote Risk.* The risk that SPAC's shareholders may fail to provide the votes necessary to effect the Business Combination.
- *Litigation and Enforcement Risk*. The risk of the possibility of litigation or SEC action challenging the Business Combination or that an adverse judgment granting permanent injunctive relief or SEC enforcement action could indefinitely enjoin consummation of the Business Combination.
- *Closing Conditions Risk.* The risk that completion of the Business Combination is conditioned on the satisfaction of certain closing conditions that are not within SPAC's control.
- *SPAC Shareholders Receiving a Minority Positions Risk.* The risk that SPAC shareholders will hold a minority position in the combined company.
- *Fees, Expenses and Time Risk.* The risk of incurring significant fees and expenses associated with completing the Business Combination and the substantial time and effort of management required to complete the Business Combination.
- *Other Risks Factors*. Various other risk factors associated with Swvl's business, as described in the section entitled "Risk Factors."

In addition to considering the factors described above, the SPAC Board also considered that some officers and directors of SPAC may have interests in the Business Combination as individuals that are in addition to, and that may be different from, the interests of SPAC's shareholders. SPAC's directors reviewed and considered these interests during the negotiation of the Business Combination and in evaluating and unanimously approving, as members of the SPAC Board, the Business Combination Agreement and the Business Combination. For more information, see the section entitled "— Interests of Certain Persons in the Business Combination."

The SPAC Board concluded that the potential benefits that it expects SPAC and its shareholders to achieve as a result of the Business Combination outweigh the potentially negative factors associated with the Business Combination. Accordingly, the SPAC Board, based on its consideration of the specific factors listed above, unanimously (a) determined that the Business Combination and the other transactions contemplated by the Business Combination Agreement are in the best interests of SPAC, (b) approved, adopted and declared advisable the Business Combination Agreement, the Cayman Plan of Merger and the transactions contemplated thereby and (c) recommended that the shareholders of SPAC approve each of the Proposals.

The above discussion of the material factors considered by the SPAC Board is not intended to be exhaustive but does set forth the principal factors considered by the SPAC Board.

Satisfaction of the 80% Test

It is a requirement under the SPAC Articles and Nasdaq listing requirements that the business or assets acquired in SPAC's Initial Business Combination have an aggregate fair market value equal to at least 80% of the net assets held in the Trust Account (net of amounts disbursed to management for working capital purposes and excluding the amount of any deferred underwriting discounts held in trust and taxes payable on the income earned on the Trust Account, if any) at the time of SPAC signing a definitive agreement in connection with its Initial Business Combination.

As of July 28, 2021, the date of the execution of the Business Combination Agreement, the fair value of marketable securities held in the Trust Account was approximately $345 million (excluding approximately $10.0 million of deferred underwriting commissions and taxes payable on the income earned on the Trust Account) and 80% thereof represents approximately $276 million. In reaching its conclusion that the Business Combination meets the 80% asset test, the SPAC Board considered the enterprise value of Swvl of approximately $1.1 billion, which was implied based on the terms of the transactions agreed to by the parties in negotiating the Business Combination. The enterprise value consists of a common equity value of approximately $1.5 billion and $405 million of net cash. In determining whether the enterprise value described above represents the fair market value of Swvl, the SPAC Board considered all of the factors described in this section and the section of this proxy statement/prospectus entitled "The Business Combination" and the fact that the purchase price for Swvl was the result of an arm's length negotiation. As a result, the SPAC Board concluded that the fair market value of the business acquired was in excess of 80% of the assets held in the Trust Account (excluding the amount of any deferred underwriting discounts held in trust and taxes payable on the income earned on the Trust Account, if any). In light of the financial background and experience of the members of SPAC's management team and the SPAC Board, the SPAC Board believes that the members of its management team and the SPAC Board are qualified to determine whether the Business Combination meets the 80% asset test

Certain Financial Projections Provided to SPAC's Board

Swvl does not, as a matter of general practice, publicly disclose long-term forecasts or internal projections of its future performance, revenue, financial condition or other results, nor does it expect or undertake to do so in the future. Nonetheless, the below summary of certain financial projections is provided in this proxy statement/prospectus because Swvl provided certain internally prepared unaudited prospective financial information, including certain forecasts for each of the fiscal years ending December 31, 2021 through 2025, to SPAC and the SPAC Board in connection with the SPAC Board's review of the proposed Business Combination.

Swvl prepared these financial projections solely for internal use and not with a view toward public disclosure or toward complying with IFRS, the published guidelines of the SEC regarding projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The inclusion of financial projections in this proxy statement/prospectus should not be regarded as an indication that SPAC, Swvl, their respective directors, officers, advisors or other representatives considered, or now considers, such financial projections necessarily to be predictive of actual

future results. These financial projections have not been included in this proxy statement/prospectus in order to induce any SPAC shareholders to vote for or against the Business Combination. No person has made or makes any representation or warranty regarding the information included in these financial projections. The financial forecasts are not fact and are not necessarily indicative of future results, and readers of this proxy statement/prospectus are cautioned not to place undue reliance on this information. The projections should not be viewed as public guidance and you are cautioned not to place undue reliance on the projections in making a decision regarding the Business Combination, as the projections may be materially different than actual results. Holdings does not intend to refer back to the financial projections in its future periodic reports filed under the Exchange Act.

Furthermore, the financial projections do not take into account any circumstances or events occurring after the date they were prepared. None of Swvl's independent registered public accounting firm, SPAC's independent registered public accounting firm nor any other independent accountants have compiled, examined or performed any procedures with respect to the financial projections, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the financial projections.

These financial projections reflect numerous estimates and assumptions with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to Swvl's business, all of which are difficult to predict and many of which are beyond Swvl's control. As a result, there can be no assurance that the projected results will be realized or that actual results will be as projected. Since the projections cover multiple years, such information by its nature becomes less predictive with each successive year. These financial projections are subjective in many respects and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and business developments. As such, these financial projections constitute forward-looking information and are subject to risks and uncertainties, including the various risks set forth in the section entitled "Risk Factors" in this proxy statement/prospectus.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE FEDERAL SECURITIES LAWS, BY INCLUDING IN THIS PROXY STATEMENT/PROSPECTUS A SUMMARY OF SWVL'S INTERNAL FINANCIAL PROJECTIONS, NONE OF SPAC, SWVL OR HOLDINGS UNDERTAKES ANY OBLIGATIONS AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY TO UPDATE OR REVISE, OR PUBLICLY DISCLOSE ANY UPDATE OR REVISION TO, THESE FINANCIAL PROJECTIONS TO REFLECT CIRCUMSTANCES OR EVENTS, INCLUDING UNANTICIPATED EVENTS, THAT MAY HAVE OCCURRED OR THAT MAY OCCUR AFTER THE PREPARATION OF THESE FINANCIAL PROJECTIONS AND THEIR PRESENTATION TO THE SPAC BOARD, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS ARE SHOWN TO BE IN ERROR OR CHANGE.

The unaudited prospective financial information included in this proxy statement/prospectus has been prepared by, and is the responsibility of, Swvl. Neither Grant Thornton Audit and Accounting Limited (Dubai Branch) ("Grant Thornton"), Swvl's independent registered public accounting firm, nor WithumSmith+Brown, PC, SPAC's independent registered public accounting firm, has audited, reviewed, examined, compiled or applied agreed-upon procedures with respect to the accompanying unaudited prospective financial information and, accordingly, neither Grant Thornton nor WithumSmith+Brown, PC express an opinion or any other form of assurance with respect thereto. The Grant Thornton report included in this proxy statement/prospectus relates to Swvl's historical financial statements. It does not extend to the unaudited prospective financial information and should not be read to do so.

The projections set out below reflect the updated and final version of the financial projection model reviewed by SPAC on June 9, 2021 and assume the consummation of the Business Combination. As described above, Swvl's ability to achieve these projections will depend upon a number of factors outside of its control. These factors include significant business, economic and competitive uncertainties and contingencies. Swvl

developed these projections based upon assumptions with respect to future business decisions and conditions that are subject to change, including Swvl's execution of its strategies and offerings development, as well as growth in the markets in which it currently operates and proposes to operate. As a result, Swvl's actual results may materially vary from the projections set out below. See also "*Cautionary Note Regarding Forward-Looking Statements*" and the risk factors set out in "*Risk Factors*."

The projections included Gross Revenue, Gross Margin and Adjusted EBITDA, as summarized in the following table. However, Adjusted EBITDA, as presented in these projections, was calculated on a different basis than as presented elsewhere in this proxy statement/prospectus. See footnote (3) to the following table for details on the calculation of Adjusted EBITDA for purposes of these projections.

(in millions)	2021E	2022E	2023E	2024E	2025E
Gross Revenue (1)	$ 47	$ 141	$ 403	$ 814	$1,304
Gross Margin (2)	$ 8	$ 16	$ 110	$ 297	$ 511
Adjusted EBITDA (3)	($ 41)	($ 87)	($ 92)	$ 13	$ 173

(1) Gross Revenue is a non-IFRS financial measure representing revenue without any adjustments for end-user discounts and promotions, sales refunds, uncollected cash or sales waivers, over the period for measurement.
(2) Gross Margin is a non-IFRS financial measure representing Gross Revenue net of captain costs, over the period for measurement.
(3) Adjusted EBITDA is a non-IFRS financial measure calculated as loss for the year adjusted to exclude: (i) depreciation of property and equipment, (ii) depreciation of right-of-use assets, (iii) employee share-based payment charges, (iv) provision for expected credit losses, (v) provision for employees' end of service benefits, (vi) indirect tax expenses, (vii) net finance cost/income and (viii) tax.

Swvl prepared these projections based on a variety of sources, including inputs and market data from third-party data providers, work with external consultants and management's experience in the mass transit and shared mobility sectors. These projections are based on a number of assumptions, including the following assumptions that Swvl's management believes to be material:

- Presence in 20 countries by 2025
- Roll-out of SaaS offerings in 2022
- Cost per available seat kilometer reduction of 12% through bidding, high ride plans, cross-dispatch
- Utilization improvement of 19% through dynamic pricing, cross-dispatch, dynamic routing
- No increase in average ticket fare
- Reduce number of back-up vehicles and introduction of high-ride plans to improve driver's aggregate earnings and reduce cost per seat
- Increase customer conversion and retention by reducing walk to station through densifying routes and schedules while enhancing dynamic routing technology
- Reduce refunds and promos as a result of increased retention of users, and reduction in walk to station driven by improved network coverage

Certain of the measures included in these projections are non-IFRS financial measures. Due to the forward-looking nature of these projections, reconciling such other projections of non-IFRS measures to measures prepare in accordance with IFRS standards is not practicable. Non-IFRS financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with IFRS, and may not be comparable to similarly titled measures used by other companies. We encourage you to review the financial statements of Swvl included elsewhere in this proxy statement/prospectus and to not rely on any single financial measure not to place undue reliance on any of these projections.

Opinion of SPAC's Financial Advisor

Overview

SPAC retained Guggenheim Securities as its financial advisor in connection with a potential business combination involving Swvl. In selecting Guggenheim Securities as its financial advisor, SPAC considered that, among other things, Guggenheim Securities is an internationally recognized investment banking, financial advisory and securities firm whose senior professionals have substantial experience advising companies in, among other industries, the mass transit shared economy industry. Guggenheim Securities, as part of its investment banking, financial advisory and capital markets businesses, is regularly engaged in the valuation and financial assessment of businesses and securities in connection with mergers and acquisitions, recapitalizations, spin-offs/split-offs, restructurings, securities offerings in both the private and public capital markets and valuations for corporate and other purposes.

At the July 27, 2021, meeting of the board of directors of SPAC, Guggenheim Securities rendered an oral opinion, which was confirmed by delivery of a written opinion, dated July 28, 2021, to the board of directors of SPAC to the effect that, as of July 28, 2021, and based on and subject to the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken, the Company Merger Consideration was fair, from a financial point of view, to SPAC.

This description of Guggenheim Securities' opinion is qualified in its entirety by the full text of the written opinion, which is attached as Annex E to this proxy statement/prospectus and which you should read carefully and in its entirety. Guggenheim Securities' written opinion sets forth the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken by Guggenheim Securities. Guggenheim Securities' written opinion, which was authorized for issuance by the Fairness Opinion and Valuation Committee of Guggenheim Securities, is necessarily based on economic, business, capital markets and other conditions, and the information made available to Guggenheim Securities, as of the date of such opinion. As SPAC was aware, the global capital markets had been experiencing and remain subject to significant volatility, and Guggenheim Securities expressed no view or opinion as to any potential effects of such volatility on SPAC, Swvl or the Transactions. Guggenheim Securities has no responsibility for updating or revising its opinion based on facts, circumstances or events occurring after the date of the rendering of the opinion.

In reading the discussion of Guggenheim Securities' opinion set forth below, you should be aware that such opinion (and, as applicable, any materials provided in connection therewith or the summary of Guggenheim Securities' underlying financial analyses elsewhere in this proxy statement/prospectus):

- was provided to the board of directors of SPAC (in its capacity as such) for its information and assistance in connection with its evaluation of the Transactions;
- did not constitute a recommendation to the board of directors of SPAC with respect to the Transactions;
- does not constitute advice or a recommendation to any holder of SPAC Ordinary Shares as to how to vote or act in connection with the Transactions or otherwise (including whether or not holders of SPAC Class A Ordinary Shares should redeem their shares or exercise any dissenters' rights under applicable law);
- did not address SPAC's underlying business or financial decision to pursue or effect the Transactions, the relative merits of the Transactions as compared to any alternative business or financial strategies that might exist for SPAC, the financing or funding of the Transactions by SPAC or the effects of any other transaction in which SPAC might engage;
- addressed only the fairness, from a financial point of view and as of the date of such opinion, of the Company Merger Consideration to SPAC;
- expressed no view or opinion as to (i) any other term, aspect or implication of (a) the Transactions (including, without limitation, the form or structure of the Transactions) or the Business Combination Agreement, (b) the PIPE Financing, (c) the Swvl Transaction Support Agreement, the SPAC

Shareholder Support Agreement, the Sponsor Agreement, the Employment Agreement dated July 28, 2021 between Holdings, Swvl Global FZE and Mostafa Kandil, the Registration Rights Agreement, the Lock-Up Agreements or the Holdings Shareholder Agreement or (d) any other agreement, transaction document or instrument contemplated by the Business Combination Agreement or to be entered into or amended in connection with the Transactions or (ii) the fairness, financial or otherwise, of the Transactions to, or of any consideration to be paid to or received by, the holders of any class of securities (including the Sponsor), creditors or other constituencies of SPAC or Swvl;

- did not (i) address the individual circumstances of specific holders of SPAC's securities (including SPAC Class B Ordinary Shares and SPAC Warrants) with respect to rights or aspects which may distinguish such holders or SPAC's securities (including SPAC Class B Ordinary Shares and SPAC Warrants) held by such holders, (ii) address, take into consideration or give effect to any then-existing or future rights, preferences, restrictions or limitations or other attributes of any such securities (including SPAC Class B Ordinary Shares and SPAC Warrants) or holders (including the Sponsor), creditors or other constituencies of SPAC, Holdings or Swvl except for the fairness from a financial point of view of the Company Merger Consideration to Swvl, or (iii) address the individual circumstances of specific holders of SPAC's securities (including Swvl Common Shares B and Swvl warrants) with respect to rights or aspects which may distinguish such holders or SPAC's securities (including Swvl Common Shares B and Swvl warrants) held by such holders, (iv) does not address, take into consideration or give effect to any existing or future rights, preferences, restrictions or limitations or other attributes of any such securities (including Class B ordinary shares and warrants of SPAC or Holdings Common Shares A and Holdings warrants) or holders (including the Sponsor) and (v) in any way address proportionate allocation or relative fairness (including, without limitation, the allocation of any consideration among or within any classes or groups of security holders or other constituents of SPAC or any other party);
- did not address, or express a view with respect to, any acquisition of control or effective control of SPAC by any shareholder or group of shareholders of Swvl; and
- expressed no view or opinion as to the fairness, financial or otherwise, of the amount or nature of any compensation payable to or to be received by the Sponsor or any of SPAC's or Swvl's directors, officers or employees, or any class of such persons, in connection with the Transactions relative to the Company Merger Consideration or otherwise.

In connection with rendering its opinion, Guggenheim Securities:

- reviewed a draft of the Business Combination Agreement, dated as of July 27, 2021;
- reviewed certain publicly available business and financial information regarding each of SPAC and Swvl;
- reviewed certain non-public business and financial information regarding Swvl's business and future prospects (including certain financial projections for Swvl for the years ending December 31, 2021 through December 31, 2027 (the "Financial Projections") and certain other estimates and other forward-looking information), all as prepared by Swvl's senior management and reviewed by, discussed with and approved for Guggenheim Securities' use by SPAC's senior management (the "Internal Information");
- discussed with SPAC's senior management their strategic and financial rationale for the Transactions;
- discussed with SPAC's senior management and Swvl's senior management their respective views of Swvl's business, operations, historical and projected financial results and future prospects and the commercial, competitive and regulatory dynamics in the mass transit, shared economy sector;
- performed discounted cash flow analyses based on the Financial Projections;
- reviewed the valuation and financial metrics of certain precedent special purpose acquisition company business combination transactions that Guggenheim Securities deemed relevant in evaluating the Transactions;

- compared the financial performance of Swvl and the transaction multiples implied by the Company Merger Consideration with corresponding data for certain publicly traded companies that Guggenheim Securities deemed relevant in evaluating Swvl; and
- conducted such other studies, analyses, inquiries and investigations as Guggenheim Securities deemed appropriate.

With respect to the information used in arriving at its opinion, Guggenheim Securities noted that:

- Guggenheim Securities relied upon and assumed the accuracy, completeness and reasonableness of all industry, business, financial, legal, regulatory, tax, accounting, actuarial and other information provided by or discussed with SPAC or Swvl (including, without limitation, the Internal Information) or obtained from public sources, data suppliers and other third parties.
- Guggenheim Securities (i) did not assume any responsibility, obligation or liability for the accuracy, completeness, reasonableness, achievability or independent verification of, and Guggenheim Securities did not independently verify, any such information (including, without limitation, the Internal Information), (ii) expressed no view or opinion regarding the reasonableness or achievability of the Financial Projections, any other estimates and any other forward-looking information provided by SPAC or the assumptions upon which any of the foregoing were based and (iii) relied upon the assurances of SPAC's senior management that they were, and assumed that Swvl's senior management were, unaware of any facts or circumstances that would make the Internal Information incomplete, inaccurate or misleading.
- Specifically, with respect to (i) the Financial Projections utilized in Guggenheim Securities' analyses, (a) Guggenheim Securities was advised by SPAC's senior management, and Guggenheim Securities assumed, that such Financial Projections had been reasonably prepared on bases reflecting the best then-currently available estimates and judgments of Swvl's senior management as to the expected future performance of Swvl, (b) Guggenheim Securities was advised by SPAC's senior management, and Guggenheim Securities assumed, that such Financial Projections represented a reasonable basis upon which to evaluate the business and financial prospects of Swvl and (c) Guggenheim Securities assumed that such Financial Projections had been reviewed by the SPAC Board with the understanding that such information would be used and relied upon by Guggenheim Securities in connection with rendering its opinion and (ii) any financial projections/forecasts, any other estimates and/or any other forward-looking information obtained by Guggenheim Securities from public sources, data suppliers and other third parties, Guggenheim Securities assumed that such information was reasonable and reliable.
- Guggenheim Securities relied upon (without independent verification and without expressing any view, opinion, representation, guaranty or warranty (in each case, express or implied)) the assessments, judgments and estimates of SPAC's senior management and Swvl's senior management as to, among other things, (i) the potential impact on Swvl of market, competitive and other trends in and prospects for, and governmental, regulatory and legislative matters relating to or affecting, the mass transit shared economy sector and related sectors, (ii) Swvl's then-existing and future technology and intellectual property and the associated risks thereto (including, without limitation, the probabilities and timing of successful geographic expansion, increasing customer utilization, and scaling of the SaaS business, compliance with relevant regulatory requirements; prospective prices and rider volume; the validity and life of patents with respect thereto; and the potential impact of competition thereon) and (iii) Swvl's then-existing and future relationships, agreements and arrangements with, and the ability to attract, retain and/or replace, key employees, suppliers and other commercial relationships (in each such case to the extent relevant to SPAC, the Transactions and its contemplated benefits). Guggenheim Securities assumed that there would not be any developments with respect to any of the foregoing matters that would have a material adverse effect on SPAC, Swvl or the Transactions (including the contemplated benefits thereof) or that otherwise would be meaningful in any respect to Guggenheim Securities' analyses or opinion.

Guggenheim Securities also noted certain other considerations with respect to its engagement and the rendering of its opinion:

- Guggenheim Securities did not perform or obtain any independent appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of SPAC, Swvl or any other entity or the solvency or fair value of SPAC, Swvl or any other entity, nor was Guggenheim Securities furnished with any such appraisals.
- Guggenheim Securities' professionals are not legal, regulatory, tax, consulting, accounting, appraisal or actuarial experts and Guggenheim Securities' opinion should not be construed as constituting advice with respect to such matters; accordingly, Guggenheim Securities relied on the assessments of SPAC's senior management, Swvl's senior management and SPAC's and Swvl's respective other professional advisors with respect to such matters. Guggenheim Securities assumed that for U.S. federal income tax purposes, (i) the SPAC Merger and the Holdings Redemption, taken together, qualify as a "reorganization" described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "IRC"), to which SPAC and Holdings are parties within the meaning of Section 368(b) of the IRC, (ii) the Company Merger and the conversion of Swvl's convertible notes (including the exchange of the exchangeable notes), taken together, qualify as a "reorganization" within the meaning of Section 368(a) of the IRC to which Holdings and Swvl are parties within the meaning of Section 368(b) of the IRC and (iii) the Business Combination Agreement is a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Guggenheim Securities did not express any view or rendering any opinion regarding the tax consequences of the Transactions to SPAC, Holdings, Swvl, or their respective securityholders.

Guggenheim Securities further assumed that:

- In all respects meaningful to its analyses, (i) the final executed form of the Business Combination Agreement would not differ from the draft that Guggenheim Securities reviewed, (ii) SPAC, Swvl, Holdings, BVI Merger Sub and Cayman Merger Sub will comply with all terms and provisions of the Business Combination Agreement and the agreements contemplated thereby, as will any other parties to such agreements, and (iii) the representations and warranties of SPAC, Swvl and BVI Merger Sub contained in the Business Combination Agreement were true and correct and all conditions to the obligations of each party to the Business Combination Agreement to consummate the Transactions would be satisfied without any waiver, amendment or modification thereof;
- The Transactions will be consummated in a timely manner in accordance with the terms of the Business Combination Agreement and in compliance with all applicable legal and other requirements, without any delays, limitations, restrictions, conditions, waivers, amendments or modifications (regulatory, tax-related or otherwise) that would have an effect on SPAC, Holdings, Swvl or the Transactions (including their contemplated benefits) in any way meaningful to Guggenheim Securities' analyses or opinion; and
- Any adjustments to the Company Merger Consideration in accordance with the Business Combination Agreement or otherwise would not be meaningful to Guggenheim Securities' analyses and opinion, certain transactions identified in the Business Combination Agreement, if consummated, have no impact on SPAC, Holdings, Swvl or the Transactions in any way meaningful to Guggenheim Securities' analysis or opinion, the PIPE Financing will be completed in accordance with its terms, and the condition to Swvl's obligation to close under Section 8.03(f) of the Business Combination Agreement will be satisfied.

Given SPAC's nature as a special purpose acquisition company and that Holdings is a holding company that was formed in connection with the Transactions, for purposes of Guggenheim Securities' opinion and with SPAC's consent Guggenheim Securities assumed a value of $10.00 per Holdings Common Share A in calculating the value of the Holdings Common Shares A to be issued as the Company Merger Consideration under the Business Combination Agreement, with such $10.00 value being based on SPAC's initial public

offering price per share and SPAC's approximate cash per outstanding SPAC Class A Ordinary Share (excluding, for the avoidance of doubt, the dilutive impact of the Class B ordinary shares of SPAC or any warrants issued by SPAC).

Guggenheim Securities did not express any view or opinion as to the price or range of prices at which the (x) SPAC Class A Ordinary Shares, the SPAC Class B Ordinary Shares or other securities or financial instruments of or relating to SPAC may trade or otherwise be transferable at any time before the announcement or consummation of the Transactions or (y) the Holdings Common Shares A or Holdings Common Shares B or other securities or financial instruments of or relating to Holdings may trade or otherwise be transferable at any time before or after the consummation of the Transactions.

Summary of Financial Analyses

Overview of Financial Analyses

This "Summary of Financial Analyses" presents a summary of the principal financial analyses performed by Guggenheim Securities and presented to the board of directors of SPAC in connection with Guggenheim Securities' rendering of its opinion.

Some of the financial analyses summarized below include summary data and information presented in tabular format. In order to understand fully such financial analyses, the summary data and tables must be read together with the full text of the summary. Considering the summary data and tables alone could create a misleading or incomplete view of Guggenheim Securities' financial analyses.

The preparation of a fairness opinion is a complex process and involves various judgments and determinations as to the most appropriate and relevant financial analyses and the application of those methods to the particular circumstances involved. A fairness opinion therefore is not readily susceptible to partial analysis or summary description, and taking portions of the financial analyses set forth below, without considering such analyses as a whole, would in Guggenheim Securities' view create an incomplete and misleading picture of the processes underlying the financial analyses considered in rendering Guggenheim Securities' opinion.

In arriving at its opinion, Guggenheim Securities:

- based its financial analyses on various assumptions, including assumptions concerning general economic, business and capital markets conditions and industry-specific and company-specific factors, all of which are beyond the control of SPAC, Swvl and Guggenheim Securities;
- did not form a view or opinion as to whether any individual analysis or factor, whether positive or negative, considered in isolation, supported or failed to support its opinion;
- considered the results of all of its financial analyses and did not attribute any particular weight to any one analysis or factor; and
- ultimately arrived at its opinion based on the results of all of its financial analyses assessed as a whole and believes that the totality of the factors considered and the various financial analyses performed by Guggenheim Securities in connection with its opinion operated collectively to support its determination as to the fairness, from a financial point of view and as of the date of such opinion, of the Company Merger Consideration pursuant to the Company Merger to the extent expressly specified in such opinion.

With respect to the financial analyses performed by Guggenheim Securities in connection with rendering its opinion:

- Such financial analyses, particularly those based on estimates and projections, are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than suggested by these analyses.

- None of the selected publicly traded companies used in the selected publicly traded companies analysis described below is identical or directly comparable to Swvl and none of the selected precedent special purpose acquisition company business combination transactions used in the selected precedent special purpose acquisition company business combination transactions analysis described below is identical or directly comparable to the Transactions. However, such companies and transactions were selected by Guggenheim Securities, among other reasons, because they represented publicly traded companies or involved target companies which may be considered broadly similar, for purposes of Guggenheim Securities' financial analyses, to Swvl based on Guggenheim Securities' familiarity with the mass transit shared economy sector.
- In any event, selected publicly traded companies analysis and selected precedent special purpose acquisition company business combination transactions analysis are not mathematical. Rather, such analyses involve complex considerations and judgments concerning the differences in business, operating, financial and capital markets-related characteristics and other factors regarding the selected publicly traded companies to which Swvl was compared and selected precedent special purpose acquisition company business combination transactions to which the Transactions were compared.
- Such financial analyses do not purport to be appraisals or to reflect the prices at which any securities may trade at the present time or at any time in the future.

Certain Definitions

Throughout this "Summary of Financial Analyses," the following defined terms are used in connection with Guggenheim Securities' various financial analyses:

- CapEx: means capital expenditures.
- DCF: means discounted cash flow.
- EBITDA: means net income before interest expense, income tax expense, depreciation and amortization.
- TEV: means total enterprise value.
- Unlevered free cash flow or UFCF: means the relevant company's after-tax unlevered operating cash flow minus CapEx, minus increase or plus decrease changes in working capital.
- WACC: means weighted average cost of capital.

Financial Analyses

In evaluating Swvl in connection with rendering its opinion, Guggenheim Securities performed various financial analyses which are summarized in the table below and described in more detail elsewhere herein, including discounted cash flow analyses, selected publicly traded companies analysis and selected precedent special purpose acquisition company business combination transactions analysis.

Discounted Cash Flow (DCF) Analyses. Guggenheim Securities performed stand-alone discounted cash flow analyses of Swvl based on projected UFCF (as defined above) for Swvl and an estimate of its terminal/continuing value at the end of the projection horizon.

In performing its discounted cash flow analyses:

- Guggenheim Securities utilized the Financial Projections, which Guggenheim Securities noted utilized Swvl's definition of Gross Revenue, as described in the section entitled "—Certain Financial Projections Provided to SPAC's Board" above. In performing its discounted cash flow analyses with respect to Swvl, Guggenheim Securities used a marginal tax rate of 16.1% (excluding the impact of Swvl's existing and projected tax attributes), which rate was provided to Guggenheim Securities for

this purpose by SPAC senior management, and separately valued the discounted cash flow associated with Swvl's existing and projected tax attributes based on the amounts and timing of use reflected in the Financial Projections. As a result, the projected UFCF used in Guggenheim Securities' discounted cash flow analysis (which projections were reviewed by, discussed with, and approved for Guggenheim Securities' use by SPAC's senior management) for the years 2022 through 2027 were (a) ($92.3) million for 2022, (b) ($103.7) million for 2023, (c) ($1.4) million for 2024, (d) $128.1 million for 2025, (e) $286.8 million for 2026, and (f) $497.5 million for 2027, in each case, excluding the impact of Swvl's existing and projected tax attributes.

- Guggenheim Securities used a discount rate range of 12.25% — 15.50% based on its estimate of Swvl's weighted average cost of capital.
- In estimating Swvl's terminal/continuing value, Guggenheim Securities used a reference range of perpetual growth rates of Swvl's terminal year after-tax unlevered free cash flow of 2.0% — 3.0%. The terminal/continuing values implied by the foregoing perpetual growth rate reference range were cross-checked for reasonableness by reference to Swvl's implied terminal year EBITDA multiples (which ranged from 6.8x using a 2.0% perpetuity growth rate and a 15.50% discount rate to 9.9x using a 3.0% perpetuity growth rate and a 12.25% discount rate).

Guggenheim Securities' discounted cash flow analyses resulted in an overall total equity value reference range of $2,113 — $3,477 million for purposes of evaluating the Company Merger Consideration.

In connection with its discounted cash flow analysis with respect to Swvl, Guggenheim Securities noted that the pre-money equity value of Swvl of $1,016 million (assuming no earn-out payments under the Business Combination Agreement) and $1,166 million (assuming a $150 million earn-out payment under the Business Combination Agreement) were each below the calculated DCF value range of Swvl.

Selected Publicly Traded Companies Analysis. Guggenheim Securities reviewed and analyzed Swvl's historical and projected/forecasted financial performance compared to corresponding data for selected publicly traded companies that Guggenheim Securities deemed relevant for purposes of this analysis (*i.e.*, publicly traded shared economy companies and vertical SaaS solutions companies). Guggenheim Securities noted that Swvl's forecasts used Gross Revenue, as described in the section entitled "—Certain Financial Projections Provided to SPAC's Board" above. Guggenheim Securities calculated, among other things, various public market trading multiples for the selected publicly traded companies (in the case of the selected publicly traded companies, based on Wall Street equity research consensus estimates if available, or each company's most recent publicly available financial filings), which are summarized in the table below:

Selected Publicly Traded Companies Analysis (TEV / Revenue Trading Multiples)

	2022E	2023E	2024E
Shared Economy			
Airbnb	13.3x	10.9x	8.8x
Doordash	13.1	10.0	8.2
Grab	10.4	7.5	N/A
lyft	4.7	3.8	3.1
Delivery Hero	4.6	3.4	2.7
Uber	4.4	3.5	2.9
Vertical SaaS Solutions			
0|0	38.1x	29.4x	N/A
Veeva	25.1	21.1	N/A
ncina	20.1	16.0	N/A
Duck Creek	18.1	14.9	N/A
Alkami	15.2	12.2	N/A

Selected Publicly Traded Companies Analysis (TEV / Gross Profit Trading Multiples)

	2023E	2024E
Shared Economy		
Grab	19.9x	N/A
Doordash	18.4	15.2x
Delivery Hero	16.4	11.1
Airbnb	13.6	11.1
Lyft	6.1	4.8
Uber	5.8	4.5
Vertical SaaS Solutions		
0|0	36.5x	N/A
Veeva	28.2	N/A
Duck Creek	24.9	N/A
ncina	24.7	N/A
Alkami	20.3	N/A

In performing its selected publicly traded companies analysis with respect to Swvl, Guggenheim Securities selected reference ranges of trading multiples for purposes of evaluating Swvl on a stand-alone public market trading basis as follows: (i) TEV / 2022E revenue multiple range of 4.5x — 10.5x; (ii) TEV / 2023E revenue multiple range of 3.5x — 7.5x; (iii) TEV / 2024E revenue multiple range of 3.0x — 5.0x; (iv) TEV/ 2023E gross profit multiple range of 5.5x – 15.0x; and (v) TEV / 2024E gross profit multiple range of 4.5x – 11.0x.

Guggenheim Securities' selected publicly traded companies analysis resulted in the following overall reference ranges for purposes of evaluating the Company Merger Consideration:

Selected Publicly Traded Companies Analysis — Swvl Equity Value Reference Range

($ in millions)	Reference Range	
Metric	Low	High
2022E Revenue	$ 568	$1,265
2023E Revenue	1,299	2,730
2024E Revenue	2,295	3,794
2023E Gross Profit	365	916
2024E Gross Profit	1,046	2,491

Guggenheim Securities noted that (i) with respect to the analysis based on 2022E revenue, the Swvl pre-money equity value of $1,016 million (assuming no earn-out payments under the Business Combination Agreement) and $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) was within the reference range, (ii) with respect to the analysis based on 2023E revenue and 2024E revenue, the Swvl pre-money equity value of $1,016 million (assuming no earn-out payments under the Business Combination Agreement) and $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) were below the reference range, (iii) with respect to the analysis based on 2023E gross profit, the Swvl pre-money equity value of $1,016 million (assuming no earn-out payments under the Business Combination Agreement) and the Swvl pre-money equity value of $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) were below the reference range and (iv) with respect to the analysis based on 2024E gross profit, the Swvl pre-money equity value of $1,016 million (assuming no earn-out payments under the Business Combination Agreement) was below the reference range and the Swvl pre-money equity value of $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) was within the reference range.

Selected Precedent SPAC Business Combination Transactions Analysis. Guggenheim Securities reviewed and analyzed certain financial metrics associated with selected precedent SPAC business combination transactions that Guggenheim Securities deemed relevant for purposes of this analysis (i.e., SPAC business combination transactions involving disruptive mobility marketplace companies and those involving mobility data services companies). Guggenheim Securities calculated, among other things and to the extent publicly available, certain implied transaction multiples for the selected precedent SPAC business combination transactions based on estimates from each company's publicly available financial filings and certain other publicly available information at the time of transaction announcement and on July 23, 2021, which are summarized in the table below.

Target Company	TEV / 2022E Revenue (announcement)	TEV / 2022E Revenue (July 23, 2021)	TEV / 2023E Revenue (announcement)	TEV / 2023E Revenue (July 23, 2021)	2021E – 2022E Revenue Growth (announcement)	2022E – 2023E Revenue Growth (announcement)
Disruptive Mobility Marketplace Companies (De-SPAC)						
Grab	9.6x	10.4x	6.9x	7.5x	42.1%	37.7%
Bird	5.7	5.6	2.8	2.7	113.3	103.2
Blade	5.3	3.8	2.5	N/A	63.5	112.9
Helbiz	1.9	2.1	1.1	1.2	106.3	75.8
Up	1.8	1.4	1.5	1.1	25.0	23.4
Mobility Data Services Companies (De-SPAC)						
otonomo	45.9x	45.8x	11.2x	11.2x	700.0%	308.3%
wejo	34.8	33.1	6.8	6.5	434.9	413.0

In performing its selected precedent SPAC business combination transactions analysis with respect to Swvl, Guggenheim Securities selected a reference range of transaction multiples for purposes of evaluating Swvl as follows: (i) TEV / 2022E revenue multiple range of 2.0x — 9.5x and (ii) TEV / 2023E revenue multiple range of 1.0x — 7.0x. Guggenheim Securities noted that Swvl's forecasts used Gross Revenue, as described in the section entitled "—Certain Financial Projections Provided to SPAC's Board" above.

Guggenheim Securities' selected precedent SPAC business combination transactions analysis resulted in the following overall reference ranges for purposes of evaluating the Company Merger Consideration:

Selected Precedent SPAC Business Combination Transactions — Swvl Equity Value Reference Range

($ in millions) Metric	Reference Range Low	Reference Range High
2022E Revenue	$278	$1,149
2023E Revenue	404	2,551

Guggenheim Securities noted that the Swvl pre-money equity value of $1,016 million (assuming no earnout payments under the Business Combination Agreement) was within the reference range based on 2022E revenue, that the Swvl pre-money equity value of $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) was above the reference range based on 2022E revenue and that the Swvl pre-money equity value of $1,016 million (assuming no earnout payments under the Business Combination Agreement) and $1,166 million (assuming a $150 million earnout payment under the Business Combination Agreement) were each within the reference range based on 2023E revenue.

Other Considerations

SPAC did not provide specific instructions to, or place any limitations on, Guggenheim Securities with respect to the procedures to be followed or factors to be considered in performing its financial analyses or

providing its opinion. The type and amount of consideration payable in the Company Merger were determined through negotiations between SPAC and Swvl and were approved by the board of directors of SPAC. The decision to enter into the Business Combination Agreement was solely that of the board of directors of SPAC. Guggenheim Securities' opinion was just one of the many factors taken into consideration by SPAC's board of directors. Consequently, Guggenheim Securities' financial analyses should not be viewed as determinative of the decision of the board of directors of SPAC with respect to the fairness, from a financial point of view, to SPAC of the Company Merger Consideration pursuant to the Company Merger.

Pursuant to the terms of Guggenheim Securities' engagement, SPAC has agreed to pay Guggenheim Securities a cash transaction fee of $6.0 million upon consummation of the Transactions (of which the full $6 million is with respect to Guggenheim Securities' advisory services in connection with the Mergers). In addition, SPAC has agreed to reimburse Guggenheim Securities for certain expenses and to indemnify it against certain liabilities arising out of its engagement.

Aside from its current engagement by SPAC, Guggenheim Securities has not been previously engaged during the past two years by SPAC, nor has Guggenheim Securities been previously engaged during the past two years by VNV Global AB ("*Vostok*") or Swvl or any of their respective affiliates, to provide financial advisory or investment banking services for which Guggenheim Securities received fees. Guggenheim Securities may seek to provide SPAC, Vostok, and Swvl and their respective affiliates and portfolio companies with financial advisory and investment banking services unrelated to the Transactions in the future, for which services Guggenheim Securities would expect to receive compensation.

Guggenheim Securities and its affiliates and related entities engage in a wide range of financial services activities for its and their own accounts and the accounts of customers, including but not limited to: asset, investment and wealth management; insurance services; investment banking, corporate finance, mergers and acquisitions and restructuring; merchant banking; fixed income and equity sales, trading and research; and derivatives, foreign exchange and futures. In the ordinary course of these activities, Guggenheim Securities and its affiliates and related entities may (i) provide such financial services to SPAC, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies, for which services Guggenheim Securities and its affiliates and related entities may have received, and may in the future receive, compensation and (ii) directly and indirectly hold long and short positions, trade and otherwise conduct such activities in or with respect to loans, debt and equity securities and derivative products of or relating to SPAC, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies. Furthermore, Guggenheim Securities and its affiliates and related entities and its or their respective directors, officers, employees, consultants and agents may have investments in SPAC, Vostok, Swvl, other participants in the Transactions, and their respective affiliates and portfolio companies.

Consistent with applicable legal and regulatory guidelines, Guggenheim Securities has adopted certain policies and procedures to establish and maintain the independence of its research departments and personnel. As a result, Guggenheim Securities' research analysts may hold views, make statements or investment recommendations and publish research reports with respect to SPAC, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies, the sectors in which they operate and the Transactions that differ from the views of Guggenheim Securities' investment banking personnel.

Interests of Certain Persons in the Business Combination

In considering the SPAC Board's recommendation to vote in favor of the approval of the Business Combination Proposals, SPAC shareholders should be aware that aside from their interests as shareholders, the Sponsor and certain of SPAC's directors and officers have interests in the Business Combination that are different from, or in addition to, those of other SPAC shareholders generally. The SPAC Board was aware of and considered these interests, among other matters, in evaluating and negotiating the Business Combination, and in recommending to SPAC shareholders that they approve the Business Combination. SPAC shareholders should take these interests into account in deciding whether to approve the Business Combination.

These interests include, among other things:

- the fact that the Sponsor and SPAC's directors and officers have agreed not to redeem any SPAC Class A Ordinary Shares held by them in connection with a shareholder vote to approve the Business Combination;
- the fact that the Sponsor and SPAC's directors and officers have agreed to waive their rights to liquidating distributions from the Trust Account with respect to any SPAC Class B Ordinary Shares held by them if SPAC fails to complete an Initial Business Combination within the Combination Period, resulting in a loss of approximately $ based on the Trust Account balance as of , 2021;
- the fact that if the Trust Account is liquidated, including in the event SPAC is unable to complete an Initial Business Combination within the required time period, the Sponsor has agreed to indemnify SPAC to ensure that the proceeds in the Trust Account are not reduced below $10.00 per SPAC Public Share, or such lesser amount per SPAC Public Share as is in the Trust Account on the liquidation date, by the claims of (a) any third party (other than SPAC's independent registered public accounting firm) for services rendered or products sold to SPAC or (b) a prospective target business with which SPAC has entered into a letter of intent, confidentiality, or other similar agreement or business combination agreement, but only if such a third party or target business has not executed a waiver of all rights to seek access to the Trust Account;
- the fact that the Sponsor paid an aggregate of $25,000, or approximately $0.003 per share, for 8,625,000 SPAC Class B Ordinary Shares and that such SPAC Class B Ordinary Shares will have a significantly higher value at the time of the Business Combination which, if unrestricted and freely tradable, would be valued at approximately $, based on the most recent closing price of the SPAC Class A Ordinary Shares of $ per share on , 2021;
- the fact that the Sponsor paid an aggregate of $8,900,000, or approximately $1.50 per warrant, for 5,933,333 SPAC Private Placement Warrants to purchase SPAC Class A Ordinary Shares and that such SPAC Private Placement Warrants will expire worthless if an Initial Business Combination is not consummated within the Combination Period;
- the fact that up to an aggregate amount of $1,500,000 of any amounts outstanding under any working capital loans made by the Sponsor or any of its affiliates to SPAC may be converted into SPAC Warrants to purchase SPAC Class A Ordinary Shares at a price of $1.50 per warrant at the option of the lender (as of the date of this proxy statement/prospectus, there were no amounts outstanding under any working capital loans);
- the anticipated designation of Victoria Grace, SPAC's Chief Executive Officer and member of the SPAC Board, and Lone Fonss Schroder, a member of the SPAC Board, as directors of Holdings following the Business Combination;
- the fact that Victoria Grace is Chief Executive Officer and Managing Member of the Sponsor and may be deemed to have or share beneficial ownership of the SPAC Class B Ordinary Shares held directly by the Sponsor;
- the fact that, prior to the signing of the Business Combination Agreement, Victoria Grace also served as a member of the board of directors of VNV Global, an affiliate of a significant existing shareholder of Swvl;
- the fact that Lone Fonss Schroder also serves as Chief Executive Officer of Concordium AG, an affiliate of the Concordium Foundation, a PIPE Investor;
- the continued indemnification of SPAC's existing directors and officers under the Holdings Memorandum and Articles and the continuation of SPAC's directors' and officers' liability insurance after the Business Combination;

- the fact that Holdings has agreed to indemnify the Sponsor for certain losses incurred in connection with actions arising out of the Transactions;
- the fact that the Sponsor will lose its entire investment in SPAC if an Initial Business Combination is not completed within the Combination Period;
- the fact that the Sponsor will benefit from the completion of a business combination and may be incentivized to complete an acquisition of a less favorable target company or on terms less favorable to shareholders rather than liquidate;
- the fact that the Sponsor and SPAC's officers and directors will be reimbursed for out-of-pocket expenses incurred in connection with activities on SPAC's behalf, such as identifying potential target businesses and performing due diligence on suitable business combinations, which expenses were approximately $ as of , 2021;
- the fact that SPAC's directors and officers are, or may in the future become, affiliated with entities that are engaged in a similar business to SPAC; for example, in February 2021, and SPAC's directors and officers launched Queen's Gambit Growth Capital II, a new blank check company incorporated for the purpose of effecting a business combination;
- the terms and provisions of the Related Agreements as set forth in detail under the section entitled "The Business Combination — Related Agreements"; and
- the fact that given the differential in the purchase price that the Sponsor paid for the SPAC Class B Ordinary Shares as compared to the price of the SPAC Units sold in SPAC's IPO and the 8,625,000 Holdings Common Shares A that the Sponsor will receive upon conversion of the SPAC Class B Ordinary Shares in connection with the Business Combination, the Sponsor and its affiliates may earn a positive rate of return on their investment even if the Holdings Common Shares A trade below the price initially paid for the SPAC Units in SPAC's IPO and the SPAC Public Shareholders receive a negative rate of return following the completion of the Business Combination.

These interests may influence SPAC's directors in making their recommendation that SPAC shareholders vote in favor of the approval of the Business Combination and related transactions.

Potential Purchases of SPAC Public Shares

In connection with the SPAC shareholder vote to approve the Business Combination, Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates may privately negotiate transactions to purchase SPAC Public Shares from SPAC shareholders who would have otherwise elected to have their shares redeemed in conjunction with the Business Combination for a per share pro rata portion of the Trust Account. There is no limit on the number of SPAC Public Shares that Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates may purchase in such transactions, subject to compliance with applicable law and Nasdaq rules. Any such privately negotiated purchases may be effected at purchase prices that are in excess of the per share pro rata portion of the Trust Account. However, Sponsor, SPAC's directors, officers and advisors and their respective affiliates have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the Trust Account will be used to purchase SPAC Public Shares in such transactions. None of Sponsor, SPAC's directors, officers, advisors or any of their respective affiliates will make any such purchases when they are in possession of any material non-public information not disclosed to the seller of such SPAC Public Shares or during a restricted period under Regulation M under the Exchange Act. Such a purchase could include a contractual acknowledgement that such SPAC shareholder, although still the record holder of such SPAC Public Shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights, and could include a contractual provision that directs such SPAC shareholder to vote such shares in a manner directed by the purchaser.

In the event that Sponsor, SPAC's directors, officers or advisors or any of their respective affiliates purchase shares in privately negotiated transactions from SPAC Public Shareholders who have already elected to

exercise their redemption rights, such selling shareholders would be required to revoke their prior elections to redeem their shares.

The purpose of any such purchases of SPAC Public Shares could be to (a) vote such shares in favor of the Business Combination and thereby increase the likelihood of obtaining shareholder approval of the Business Combination or (b) to satisfy a closing condition in the Business Combination Agreement, where it appears that such requirement would otherwise not be met. Any such purchases of SPAC Public Shares may result in the completion of the Business Combination that may not otherwise have been possible. Any such purchases will be reported pursuant to Section 13 and Section 16 of the Exchange Act to the extent the purchasers are subject to such reporting requirements.

In addition, if such purchases are made, the public "float" of SPAC Class A Ordinary Shares may be reduced and the number of beneficial holders of SPAC's securities may be reduced, which may make it difficult to maintain or obtain the quotation, listing or trading of SPAC's or Holdings' securities on a national securities exchange.

Sponsor, SPAC's officers, directors and advisors and their respective affiliates anticipate that they may identify the stockholders with whom Sponsor, SPAC's officers, directors, advisors or any of their respective affiliates may pursue privately negotiated purchases by either the shareholders contacting SPAC directly or by SPAC's receipt of redemption requests submitted by shareholders following SPAC's mailing of proxy materials in connection with the Business Combination. To the extent that Sponsor, SPAC's officers, directors or advisors or any of their respective affiliates enter into a private purchase, they would identify and contact only potential selling shareholders who have expressed their election to redeem their shares for a pro rata share of the Trust Account or vote against the Business Combination. Sponsor, SPAC's officers, directors and advisors and any of their respective affiliates will only purchase shares if such purchases comply with Regulation M under the Exchange Act and the other federal securities laws.

Any purchases by Sponsor, SPAC's officers, directors or advisors or any of their respective affiliates who are affiliated purchasers under Rule 10b-18 under the Exchange Act will only be made to the extent such purchases are able to be made in compliance with Rule 10b-18, which is a safe harbor from liability for manipulation under Section 9(a)(2) of and Rule 10b-5 under the Exchange Act. Rule 10b-18 has certain technical requirements that must be complied with in order for the safe harbor to be available to the purchaser. Sponsor, SPAC's officers, directors and advisors and any of their respective affiliates will not make purchases of SPAC Class A Ordinary Shares if the purchases would violate Section 9(a)(2) of or Rule 10b-5 under the Exchange Act.

Certain Information Relating to Holdings

Holdings was incorporated under the laws of the British Virgin Islands on July 23, 2021 solely for the purpose of effectuating the transactions described herein. Holdings owns no material assets and does not operate any business.

On July 23, 2021, Holdings issued one Class A share to Swvl Inc. This share represents all capital shares of Holdings that are currently issued and outstanding and will be redeemed immediately prior to the SPAC Merger. At the consummation of the Business Combination, the Holdings Public Company Articles shall be substantially in the form attached to this proxy statement/prospectus as *Annex D*. For a description of Holdings' securities, please see the section titled "Description of Holdings' Securities."

Prior to the consummation of the Business Combination, the directors of Holdings are Mostafa Kandil and Youssef Salem, and the sole shareholder of Holdings is Swvl. The mailing address of Holdings' registered office is Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. After the consummation of the Business Combination, its principal executive office will be that of Swvl, located at The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates.

Listing of Securities

Holdings intends to apply for listing of Holdings Common Shares A, Holdings Warrants and Holdings Units on Nasdaq. Following the SPAC Merger Effective time, it is expected that Holdings Common Shares A, Holdings Units and Holdings Warrants will continue to trade under the trading symbols of the SPAC, "GMBT," "GMBTU" and "GMBTW", respectively.

At the Company Merger Effective Time, Holdings will change its name to "Swvl Holdings Corp" and intends to change the trading symbols of the Holdings Common Shares A and the Holdings Warrants to "SWVL" and "SWVLW", respectively. The Holdings Units will separate into their component securities at the Company Merger Effective Time and will cease to exist. It is a condition to the consummation of the SPAC Merger and the Company Merger that the Holdings Common Shares A are approved for listing on Nasdaq (subject only to official notice of issuance thereof).

While trading on Nasdaq is expected to begin on the first business day following the date of completion of the SPAC Merger, there can be no assurance that Holdings' securities will be listed on Nasdaq or that a viable and active trading market will develop. See the section entitled "*Risk Factors*" for more information.

Delisting of SPAC Ordinary Shares and Deregistration of SPAC

SPAC and Swvl anticipate that, following consummation of the SPAC Merger, SPAC Ordinary Shares, SPAC Units and SPAC Public Warrants will be delisted from Nasdaq, and SPAC will be deregistered under the Exchange Act.

Regulatory Approvals

None of SPAC, Holdings or the Company is aware of any material regulatory approvals or actions that are required for completion of the Business Combination, other than as required by the Competition Commission of Pakistan. It is anticipated that the required filing with the Competition Commission of Pakistan will be made in September 2021. The Competition Commission of Pakistan is required to render its initial decision within 30 working days (unless paused by requests for information or extended by a Phase II request).

It is presently contemplated that if any additional regulatory approvals or actions are required, those approvals or actions will be sought. There can be no assurance, however, that any such additional approvals or actions will be obtained.

At any time before or after consummation of the Business Combination, notwithstanding expiration or termination of the waiting period under the relevant laws and regulations in Pakistan, authorities there or in any state or foreign governmental authority (including the United States) could take such action under applicable antitrust laws or foreign investment laws as such authority deems necessary or desirable in the public interest, including seeking to enjoin the consummation of the Business Combination, conditionally approving the Business Combination upon divestiture of assets, subjecting the completion of the Business Combination to regulatory conditions, or seeking other remedies. Private parties may also seek to take legal action under the antitrust or foreign investment laws under certain circumstances. Holdings cannot assure you that no governmental authority will attempt to challenge the Business Combination on antitrust or foreign investment grounds, and, if such a challenge is made, Holdings cannot assure you as to its result.

Anticipated Accounting Treatment

The Business Combination is made up of the series of transactions described in the Business Combination Agreement and as further described elsewhere within this proxy statement/prospectus. For accounting and financial reporting purposes, the Company Merger will be accounted for as a recapitalization under IFRS, while the other transactions comprising the Business Combination will be accounted for based on IFRS 2, Share-based Payment.

Related Agreements

This section describes the material provisions of certain additional agreements entered into or to be entered into pursuant to the Business Combination Agreement, which we refer to as the "Related Agreements," but does not purport to describe all of the terms thereof. The Related Agreements (or forms thereof) have been or will be filed with the SEC. Shareholders and other interested parties are urged to read such Related Agreements in their entirety.

Support Agreements

Certain of the Swvl Shareholders have delivered to SPAC the Swvl Transaction Support Agreements, pursuant to which, among other things, (x) the holders of Swvl Shares have agreed to execute and deliver written consents within three business days of this Registration Statement becoming effective and (y) the holders of the Swvl Convertible Notes (other than the Swvl Exchangeable Notes) have agreed to the conversion of such Swvl Convertible Notes in accordance with the terms and conditions of the Swvl Transaction Support Agreements and the Business Combination Agreement. The Swvl Transaction Support Agreements will terminate upon the earlier to occur of (a) the Closing and (b) the date of the termination of the Business Combination Agreement in accordance with its terms, in either case subject to certain surviving provisions.

The Key SPAC Shareholders have delivered to the SPAC Shareholder Support Agreements, pursuant to which, among other things, such shareholders have agreed to vote any SPAC Class A Ordinary Shares held by them at the time of signing the SPAC Shareholder Support Agreements in favor of the adoption and approval of the Business Combination Agreement and the Transactions and not to redeem such SPAC shares.

Holdings Shareholder Agreement

Concurrently with the execution and delivery of the Business Combination Agreement, the Holdings Key Shareholders entered into the Holdings Shareholder Agreement, pursuant to which such persons have agreed to act to establish certain board appointment and corporate governance rights, and to enter into voting commitments, with respect to Holdings, on the terms and subject to the conditions thereof.

In particular, the Holdings Shareholder Agreement provides that each Holdings Key Shareholder agrees, among other things, that such shareholder will take all action necessary such that (a) from and after the Closing, for so long as Mostafa Kandil is the Chief Executive Officer of Holdings. Mr. Kandil will have the right to serve, and be appointed, as a director and chairman of the board of directors of Holdings (the "Holdings Board") and (b) for so long as Mr. Kandil beneficially owns at least one percent (1%) of the issued and outstanding Holdings Common Shares A, and his employment has not been terminated for cause, Mr. Kandil or his applicable designee shall be entitled to serve as a director of the Holdings Board.

In addition, pursuant to the Holdings Shareholder Agreement, each Holdings Key Shareholder has agreed to vote all Holdings Common Shares A beneficially owned by it or its affiliates (a) from the Closing through the completion of Holding's third annual meeting of shareholders (the "Initial Voting Period"), in favor of the appointment of any designees of Swvl to the Holdings Board and against the removal of such designees and (b) following the Initial Voting Period (and if applicable pursuant to the preceding paragraph), in favor of Mr. Kandil or his applicable designee and against the removal of Mr. Kandil or his applicable designee, in each case at any annual or general meeting of the Holdings shareholders and in accordance with the terms and conditions of the Holdings Shareholder Agreement and the Business Combination Agreement.

The Holdings Shareholder Agreement will terminate immediately if (a) only one Holdings Key Shareholder continues to hold Holdings Common Shares A, (b) with respect to any Holdings Key Shareholder, it and each of its affiliates no longer beneficially owns any Holdings Common Shares A or (c) the Business Combination Agreement is terminated in accordance with its terms.

Registration Rights Agreement

Concurrently with the execution and delivery of the Business Combination Agreement, Swvl, SPAC, Holdings, the Sponsor and the Reg Rights Holders entered into the Registration Rights Agreement. Pursuant to the Registration Rights Agreement, Holdings is required to (a) within 20 business days after the consummation of the Company Merger, file with the SEC a registration statement (the "Resale Registration Statement") registering the resale of certain securities of Holdings held by the Reg Rights Holders (the "Registrable Securities") and (b) use its reasonable best efforts to cause the Resale Registration Statement to become effective as soon as reasonably practicable after the filing thereof. Under the Registration Rights Agreement, the Reg Rights Holders may demand up to (i) three underwritten offerings and (ii) within any 12-month period, two block trades or "at-the-market" or similar registered offerings of their Registrable Securities through a broker or agent. The Reg Rights Holders will also be entitled to customary piggyback registration rights.

Lock-Up Agreements

Concurrently with the execution and delivery of the Business Combination Agreement, security holders of Swvl and directors and/or officers of Swvl who are expected to serve as directors and/or officers of Holdings upon the Closing (collectively, the "Lock-Up Holders") entered into the Lock-Up Agreements. Subject to certain customary exceptions, the Lock-Up Holders have agreed not to (a) transfer, assign or sell any Holdings Common Shares A, (b) 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 Holdings Common Shares A, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, in each case until the earlier of (x) either one year or six months after the consummation of the Company Merger (depending on the applicable Lock-Up Holder's anticipated beneficial ownership of Holdings Common Shares A following the Closing), (y) the first date on which the last sale price of the Holdings Common Shares A equals or exceeds $12.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period commencing at least 150 days after the consummation of the Company Merger and (z) a liquidation, merger, share exchange or other similar transaction which results in all of Holdings' shareholders having the right to exchange their Holdings Common Shares A for cash, securities or other property.

Sponsor Agreement

Concurrently with the execution of the Business Combination Agreement, the Sponsor entered into the Sponsor Agreement with SPAC and Swvl pursuant to which, among other things, the Sponsor agreed to (a) waive the anti-dilution rights set forth in the organizational documents of SPAC and (following the SPAC Merger) Holdings, as applicable, (b) vote all shares of SPAC held by it in favor of the Proposals, and (c) not redeem any shares of SPAC held by the Sponsor (or any shares of Holdings received in connection with the SPAC Merger).

PIPE Financing

In connection with the execution of the Business Combination Agreement, on July 28, 2021, SPAC, Holdings and, in some cases, Swvl entered into the PIPE Subscription Agreements with the PIPE Investors, pursuant to which the PIPE Investors agreed to purchase, and Holdings agreed to sell to the PIPE Investors, Holdings Common Shares A for a purchase price of $10.00 per in a private placement for an aggregate purchase price of $100.0 million in the PIPE Financing.

The closing of the sale of the PIPE Shares pursuant to the PIPE Subscription Agreements will take place substantially concurrently with the Closing and is contingent upon, among other customary closing conditions, the subsequent consummation of the Business Combination. The purpose of the PIPE Financing is to raise additional capital for use by the post-combination company following the Closing.

On August 25, 2021, eight PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing Swvl Exchangeable Notes. At the Closing, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of the applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes. As a result, the PIPE Investors will fund $64.5 million at the Company Merger Effective Time pursuant to the PIPE Subscription Agreements. The issuance of the Swvl Exchangeable Notes was not registered under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Pursuant to the PIPE Subscription Agreements, Holdings agreed that, within 30 calendar days after the Closing, Holdings will use its commercially reasonable efforts to file with the SEC (at Holdings' sole cost and expense) a registration statement registering the resale of the PIPE Shares (the "PIPE Resale Registration Statement"), and Holdings will use its commercially reasonable efforts to have the PIPE Resale Registration Statement declared effective as soon as practicable after the filing thereof but no later than the earlier of (i) 90 calendar days (or 135 calendar days if the SEC notifies Holdings that it will review the PIPE Resale Registration Statement) following the Closing and (ii) the tenth business day after the SEC notifies Holdings that the registration statement will not be reviewed or will not be subject to further review.

MATERIAL TAX CONSIDERATIONS

Material BVI and Cayman Island Tax Considerations with Respect to the Business Combination

There are no material tax considerations with respect to the Business Combination or the redemption of Holdings Common Shares A from a Cayman Islands law or a British Virgin Islands ("BVI") law perspective. Please refer to the section immediately below for BVI tax considerations with respect to the ownership of Holdings securities.

Material BVI Tax Considerations with Respect to Ownership of Holdings Securities

The following is a discussion on certain British Virgin Islands income tax considerations with respect to the ownership of Holdings securities. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances, and does not include tax considerations other than those arising under BVI law.

Under Existing British Virgin Islands Laws

Pursuant to Section 242 of the BVI Business Companies Act, a BVI business company and all dividends, interest, rents, royalties, compensations and other amounts paid by a BVI business company to persons who are not resident in the BVI and any capital gains realized with respect to any shares, debt obligations or other securities of a BVI business company by persons who are not resident in the BVI are exempt from all provisions of the Income Tax Act of the BVI.

Similarly, no estate, inheritance, succession or gift tax is payable by persons who are not resident in the British Virgin Islands with respect to any shares, debt obligations or other securities of a British Virgin Islands business company.

All instruments relating to transfers of property to or by a BVI business company and all instruments relating to transactions in respect of the shares, debt obligations or other securities of a BVI business company and all instruments relating to other transactions relating to the business of BVI business company, are exempt from the payment of stamp duty in the BVI. This assumes that the BVI business company does not hold an interest in real estate in the BVI.

There are currently no withholding taxes or exchange control regulations in the BVI applicable to BVI business companies or their members.

Material U.S. Federal Income Tax Considerations for U.S. Holders

The following is a discussion of the material U.S. federal income tax considerations for U.S. Holders (as defined below) of SPAC Public Securities immediately prior to the Business Combination with respect to (i) the SPAC Merger, (ii) electing to have their Holdings Common Shares A redeemed for cash if the Business Combination is completed and (iii) the ownership and disposition of Holdings Securities following the Business Combination. For purposes of this discussion, a "Holder" is a beneficial owner of SPAC Public Securities immediately prior to the Business Combination or, as a result of owning such SPAC Public Securities, of Holdings Securities immediately following the Business Combination. Although not entirely clear, because SPAC Units and Holdings Units can be separated into their component parts at the option of the relevant Holder, Holdings intends to treat a Holder of a SPAC Unit (each SPAC Unit consisting of on SPAC Class A Ordinary Share and a partial SPAC Warrant) or Holdings Units (each Holdings Unit consisting of one Holdings Common Share A and a partial Holdings Warrant) as the owner of the underlying SPAC Public Securities or Holdings Public Securities, as applicable, for U.S. federal income tax purposes. Assuming such treatment is appropriate, the discussion below with respect to U.S. Holders of SPAC Public Securities and Holdings Securities should also

apply to U.S. Holders of SPAC Units (as the deemed owners of the underlying SPAC Public Securities that constitute the SPAC Units) and Holdings Units (as the deemed owners of the underlying Holdings Securities that constitute the Holdings Units), as applicable.

This discussion applies only to SPAC Public Securities and Holdings Securities, as the case may be, that are held as "capital assets" within the meaning of Section 1221 of the Code for U.S. federal income tax purposes (generally, property held for investment). This discussion is based on the provisions of the Code, U.S. Treasury regulations ("Treasury Regulations"), administrative rules, and judicial decisions, all as in effect on the date hereof, and all of which are subject to change or differing interpretations, possibly with retroactive effect. Any such change or differing interpretation could significantly alter the tax considerations described herein. SPAC has not sought any rulings from the IRS with respect to the statements made and the positions or conclusions described in this summary. Such statements, positions and conclusions are not free from doubt, and there can be no assurance that your tax advisor, the IRS, or a court will agree with such statements, positions, and conclusions.

The following discussion does not purport to be a complete analysis of all potential tax effects resulting from the completion of the Business Combination and does not address the tax treatment of any other transactions occurring in connection with the Business Combination, including, but not limited to, the issuance of Holdings Common Shares A in the PIPE Financing. In addition, this summary does not address the Medicare tax on certain investment income, U.S. federal estate or gift tax laws, any U.S. state or local or non-U.S. tax laws, or any tax treaties. Furthermore, this discussion does not address all U.S. federal income tax considerations that may be relevant to particular Holders in light of their personal circumstances or that may be relevant to certain categories of investors that may be subject to special rules under the U.S. federal income tax laws, such as:

- banks, insurance companies, or other financial institutions;
- tax-exempt or governmental organizations;
- "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code (or any entities all of the interests of which are held by a qualified foreign pension fund);
- dealers in securities or foreign currencies;
- persons whose functional currency is not the U.S. dollar;
- traders in securities that use the mark-to-market method of accounting for U.S. federal income tax purposes;
- "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- entities or arrangements treated as partnerships or other pass-through entities for U.S. federal income tax purposes or holders of interests therein;
- persons deemed to sell SPAC Public Securities or Holdings Securities under the constructive sale provisions of the Code;
- persons that acquired SPAC Public Securities or Holdings Securities through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan;
- persons that hold SPAC Public Securities or Holdings Securities as part of a straddle, appreciated financial position, synthetic security, hedge, conversion transaction, or other integrated investment or risk reduction transaction;
- certain former citizens or long-term residents of the United States;
- except as specifically provided below, persons that actually or constructively own 5% or more (by vote or value) of any class of shares of SPAC or Holdings;

- holders of SPAC Class B Ordinary Shares, Holdings Common Shares B, SPAC Private Placement Warrants, and Holdings private warrants received in exchange for SPAC Private Placement Warrants;
- the Sponsor and SPAC's or Holdings' officers or directors; and
- Holders who are not U.S. Holders.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds SPAC Units, SPAC Public Securities or Holdings Securities, the tax treatment of a partner in such partnership generally will depend upon the status of the partner, upon the activities of the partnership and upon certain determinations made at the partner level. Accordingly, partners in partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) holding SPAC Units, SPAC Public Securities or Holdings Securities are urged to consult with their own tax advisors regarding the U.S. federal income tax consequences to them relating to the matters discussed below.

ALL HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS (INCLUDING ANY POTENTIAL FUTURE CHANGES THERETO) TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY OTHER TAX LAWS, INCLUDING U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR ANY U.S. STATE OR LOCAL OR NON-U.S. TAX LAWS, OR UNDER ANY APPLICABLE INCOME TAX TREATY.

U.S. Holder Defined

For purposes of this discussion, a "U.S. Holder" is a Holder that, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a U.S. court and which has one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code) who have the authority to control all substantial decisions of the trust or (ii) that has made a valid election under applicable Treasury Regulations to be treated as a United States person.

The SPAC Merger

The U.S. federal income tax consequences of the SPAC Merger will depend primarily upon whether the SPAC Merger qualifies as a "reorganization" within the meaning of Section 368 of the Code.

Section 368(a)(1)(F) of the Code describes a reorganization as a "mere change in identity, form, or place of organization of one corporation, however effected" (an "F Reorganization"). Pursuant to the SPAC Merger, SPAC, which is organized in the Cayman Islands, will be treated for U.S. federal income tax purposes as merging with and into Holdings, which is organized in the British Virgin Islands, and the separate corporate existence of SPAC will cease. Immediately after the SPAC Merger, Holdings will have the same shareholders as SPAC had immediately prior to the SPAC Merger and will be treated for U.S. federal income tax purposes as owning the same assets, and as being subject to the same liabilities, as SPAC immediately prior to the SPAC Merger.

Although the obligations of the parties to the Business Combination Agreement to complete the Business Combination are not conditioned on the receipt of an opinion from either Cravath, Swaine & Moore LLP, U.S. tax counsel to Holdings and Swvl, or Vinson & Elkins, L.L.P., U.S. tax counsel to SPAC, to the effect

that the SPAC Merger should qualify as an F Reorganization, Vinson & Elkins, L.L.P. has delivered an opinion, filed by amendment as Exhibit 8.1 hereto, that the SPAC Merger should qualify as an F Reorganization. The opinion is based on customary assumptions, representations, and covenants, including those contained in the Business Combination Agreement and in representation letters provided by SPAC and Holdings. If any assumption, representation or covenant on which the opinion is based is or becomes incorrect, incomplete, inaccurate or is otherwise not complied with, the validity of the opinion described above may be adversely affected and the tax consequences of the SPAC Merger could differ from those described herein. An opinion of counsel represents counsel's legal judgment and is not binding on the IRS or any court. Neither SPAC nor Holdings has requested, or intends to request, a ruling from the IRS with respect to the tax treatment of the SPAC Merger, and, as a result, no assurance can be given that the IRS will not challenge the treatment of the SPAC Merger described herein or that a court would not sustain such a challenge.

Under generally applicable tax rules, if the SPAC Merger qualifies as an F Reorganization, for U.S. federal income tax purposes:

- a U.S. Holder that exchanges its SPAC Class A Ordinary Shares for Holdings Common Shares A and/or SPAC Warrants for Holdings Warrants in the SPAC Merger should not recognize any gain or loss on such exchange;
- the aggregate adjusted tax basis of the Holdings Common Shares A received in the SPAC Merger by a U.S. Holder should be equal to the adjusted tax basis of the SPAC Class A Ordinary Shares surrendered in the SPAC Merger in exchange therefor, and the aggregate adjusted tax basis of the Holdings Warrants received in the SPAC Merger by a U.S. Holder should be equal to the adjusted tax basis of the SPAC Warrants surrendered in the SPAC Merger in exchange therefor; and
- the holding period of the Holdings Securities should include the period during which the SPAC Public Securities surrendered in the SPAC Merger in exchange therefor were held, although it is unclear whether the redemption rights with respect to the SPAC Class A Ordinary Shares may suspend the running of the applicable holding period for this purpose during the period prior to the consummation of the Business Combination.

The tax consequences of the treatment of the SPAC Merger as an F Reorganization to U.S. Holders of SPAC Public Securities might depend on whether SPAC is treated as a "passive foreign investment company", or "PFIC", for U.S. federal income tax purposes (discussed in detail below). Section 1291(f) of the Code requires that, to the extent provided in Treasury Regulations, a United States person who disposes of stock of a PFIC recognize gain notwithstanding any other provision of the Code. No final Treasury Regulations are currently in effect under Section 1291(f) of the Code. However, proposed Treasury Regulations under Section 1291(f) of the Code have been promulgated with a retroactive effective date of April 1, 1992. Under such proposed Treasury Regulations, if the SPAC Merger otherwise qualifies as an F Reorganization, the treatment of SPAC as a PFIC should not change the tax consequences of the SPAC Merger to U.S. Holders from those described above. However, it is difficult to predict whether, in what form, and with what effective date final Treasury Regulations under Section 1291(f) of the Code will be adopted. Although not entirely clear, in the absence of any final Treasury Regulations, it appears that the generally applicable tax rules described above should apply to the SPAC Merger, whether or not SPAC is a PFIC.

If the SPAC Merger does not qualify as an F Reorganization, it is not clear how the transactions would be characterized for U.S. federal income tax purposes and what the resulting tax consequences would be. In such case, the tax consequences of the SPAC Merger to U.S. Holders may depend, among other things, on whether the SPAC Merger would otherwise qualify for tax-deferred treatment under Section 368 of the Code and whether Holdings and/or SPAC are treated as PFICs, and U.S. Holders might be required to recognize any gain realized.

Because the SPAC Merger will occur prior to the redemption of Holdings Common Shares A described in the section entitled "Business of SPAC and Certain Information About SPAC—Redemption Rights for

Holders of Public Shares", U.S. Holders exercising their redemption rights will be subject to the potential tax consequences of the SPAC Merger. All U.S. Holders considering exercising their redemption rights are urged to consult with their own tax advisors with respect to the potential tax consequences to them of the SPAC Merger and of the exercise of their redemption rights.

THE RULES GOVERNING THE U.S. FEDERAL INCOME TAX TREATMENT OF THE SPAC MERGER ARE COMPLEX. U.S. HOLDERS ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE POTENTIAL TAX CONSEQUENCES TO THEM OF THE SPAC MERGER, INCLUDING IF THE SPAC MERGER WERE TO FAIL TO QUALIFY AS AN F REORGANIZATION.

Passive Foreign Investment Company Rules

Adverse U.S. federal income tax rules apply to United States persons that hold shares in a foreign (i.e., non-U.S.) corporation classified as a PFIC for U.S. federal income tax purposes. Assuming the SPAC Merger qualifies as an F Reorganization (as described above), Holdings will be treated as the same corporation as SPAC for U.S. federal income tax purposes, including the PFIC rules. For the remaining portion of this section entitled "Passive Foreign Investment Company Rules," except where the context otherwise requires, references to "SPAC" include "Holdings" and references to "SPAC Class A Ordinary Shares" or "SPAC Warrants" include "Holdings Common Shares A" and "Holdings Warrants," respectively, for periods after the SPAC Merger.

In general, SPAC will be treated as a PFIC with respect to a U.S. Holder in any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income for such taxable year consists of passive income (e.g., dividends, interest, rents (other than rents derived from the active conduct of a trade or business), and gains from the disposition of passive assets); or
- the average percentage (ordinarily averaged quarterly over the year) by value of its assets during such taxable year that produce or are held for the production of passive income is at least 50%.

For purposes of determining whether SPAC is a PFIC, SPAC will be treated as earning and owning its proportionate share of the income and assets, respectively, of any of its subsidiary corporations in which it owns at least 25% of the value of the subsidiary's stock. SPAC may hold, directly or indirectly, interests in other entities that are PFICs ("Subsidiary PFICs"). If SPAC is a PFIC, each U.S. Holder will be treated as owning its pro rata share by value of the stock of any such Subsidiary PFICs. Pursuant to a "start-up exception," a corporation will not be a PFIC for the first taxable year in which the corporation has gross income (the "start-up year") if (1) no predecessor of the corporation was a PFIC; (2) the corporation establishes to the satisfaction of the IRS that it will not be a PFIC for either of the first two taxable years following the start-up year; and (3) the corporation is not in fact a PFIC for either of those years.

Assuming the SPAC Merger qualifies as an F Reorganization, SPAC's current taxable year would not close and would continue under Holdings. Following the Business Combination, the PFIC income and asset tests in respect of SPAC will be applied based on the assets and activities of the combined business.

SPAC believes it had no gross income and no passive assets in its first and most recent taxable year, which ended on December 31, 2020 (the "2020 Tax Year"), and did not meet the PFIC income or asset tests with respect to the 2020 Tax Year. Because the timing of the Business Combination and of revenue production of the combined company is uncertain, and because PFIC status is based on income, assets and activities for an entire taxable year, it is not possible to determine PFIC status of SPAC for any taxable year until after the close of the taxable year. In the event that SPAC meets the PFIC income or asset test for the current taxable year ending December 31, 2021, the start-up exception discussed above may be available, so long as SPAC is not treated as a PFIC for the 2020 Tax Year and is determined to not be a PFIC for the taxable year ending on December 31,

2022 and the subsequent taxable year. However, if SPAC were to be treated as a PFIC for the 2020 Tax Year, the start-up exception may not be available to SPAC, and SPAC may be treated as a PFIC for the current taxable year in the event SPAC meets the PFIC asset or income test for the current taxable year. There can be no assurance that SPAC will not meet the PFIC income or asset test for the current taxable year or any future taxable year. Accordingly, there can be no assurance that SPAC will not be a PFIC in the current taxable year or in any future taxable year.

Although PFIC status is determined annually, an initial determination that SPAC is a PFIC for a taxable year will generally apply for subsequent years to a U.S. Holder who held (or is deemed to have held) SPAC Class A Ordinary Shares or SPAC Warrants while SPAC was a PFIC, whether or not SPAC is classified as a PFIC in those subsequent years. As discussed more fully below, if SPAC were to be treated as a PFIC for any taxable year in which a U.S. Holder holds SPAC Class A Ordinary Shares or SPAC Warrants (regardless of whether SPAC remains a PFIC for subsequent taxable years), a U.S. Holder would be subject to different taxation rules depending on whether the U.S. Holder makes an election to treat SPAC as a "qualified electing fund" (a "QEF Election"). As an alternative to making a QEF Election, a U.S. Holder should be able to make a "mark-to-market" election with respect to its SPAC Class A Ordinary Shares (but not with respect to SPAC Warrants), as discussed below. If SPAC is a PFIC, a U.S. Holder will be subject to the PFIC rules described herein with respect to any of SPAC's Subsidiary PFICs. However, the mark-to-market election discussed below will likely not be available with respect to shares of such Subsidiary PFICs. In addition, if a U.S. Holder owns SPAC Class A Ordinary Shares during any taxable year that SPAC is a PFIC, such U.S. Holder must file an annual report with the IRS reflecting such ownership, regardless of whether a QEF Election or a mark-to-market election had been made.

Taxation of U.S. Holders Making a Timely QEF Election. In general, if SPAC is treated as a PFIC, a U.S. Holder may be able to avoid the PFIC tax consequences described below in respect of its SPAC Class A Ordinary Shares (but not its SPAC Warrants) by making a timely and valid QEF Election (if eligible to do so) in the first taxable year in which such U.S. Holder held (or was deemed to hold) SPAC Class A Ordinary Shares and we are classified as a PFIC. Generally, a QEF Election should be made on or before the due date for filing such U.S. Holder's U.S. federal income tax return for such taxable year.

If a U.S. Holder timely makes a QEF Election with respect to its SPAC Class A Ordinary Shares (such electing U.S. Holder, an "Electing Holder"), each year the Electing Holder will be required to include in its income its pro rata share of SPAC's (and any of SPAC's or Holdings's subsidiaries that are PFIC Subsidiaries) ordinary earnings (as ordinary income) and net capital gains (as long-term capital gain), if any, for SPAC's taxable year that ends with or within the taxable year of the Electing Holder, regardless of whether SPAC makes distributions to the Electing Holder (although an Electing Holder generally may make a separate election to defer the payment of taxes on undistributed income inclusions under the qualified electing fund rules, but if deferred, any such taxes will be subject to an interest charge). The Electing Holder's adjusted tax basis in the SPAC Class A Ordinary Shares would be increased to reflect taxed but undistributed earnings and profits. Distributions of earnings and profits that had been previously taxed would result in a corresponding reduction in the adjusted tax basis in the Electing Holder's SPAC Class A Ordinary Shares and would not be taxed again once distributed. An Electing Holder would generally recognize capital gain or loss on the sale, exchange, or other disposition of its SPAC Class A Ordinary Shares, and no additional tax will be imposed under the PFIC rules.

A U.S. Holder would make a QEF Election with respect to any year that SPAC and any Subsidiary PFICs are treated as PFICs by filing one copy of IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) with its U.S. federal income tax return and a second copy in accordance with the instructions to such form. Once made, the QEF Election will apply to all subsequent taxable years of the Electing Holder during which it holds SPAC Class A Ordinary Shares, unless SPAC ceases to be a PFIC or such election is revoked by the Electing Holder with the consent of the IRS. In order to comply with the QEF Election requirements, an Electing Holder must receive a PFIC annual information statement from SPAC. There can be no assurance that SPAC will provide to a U.S. Holder such information as

the IRS may require, including a PFIC annual information statement, in order to enable such U.S. Holder to make and maintain a QEF Election. There is also no assurance that we will have timely knowledge of our status as a PFIC in the future or of the required information to be provided.

It is not entirely clear how various aspects of the PFIC rules apply to the SPAC Warrants, and U.S. Holders are strongly urged to consult with their own tax advisors regarding the application of such rules to their SPAC Warrants in their particular circumstances. A U.S. Holder may not make a QEF Election with respect to its SPAC Warrants. As a result, if a U.S. Holder sells or otherwise disposes of SPAC Warrants (other than upon exercise of such SPAC Warrants) and SPAC was treated as a PFIC at any time during the U.S. Holder's holding period of such SPAC Warrants, any gain recognized generally will be treated as an excess distribution, taxed as described below. If a U.S. Holder that exercises its SPAC Warrants properly makes a QEF Election with respect to the newly acquired SPAC Class A Ordinary Shares (or has previously made a QEF Election with respect to SPAC Class A Ordinary Shares), the QEF Election will apply to the newly acquired SPAC Class A Ordinary Shares. Notwithstanding such QEF Election, the adverse tax consequences relating to PFIC shares, adjusted to take into account the current income inclusions resulting from the QEF Election, generally will continue to apply with respect to such newly acquired SPAC Class A Ordinary Shares (which generally will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the SPAC Warrants), unless the U.S. Holder makes a purging election under the PFIC rules. Under one type of purging election, the U.S. Holder will be deemed to have sold such shares at their fair market value, and any gain recognized on such deemed sale will be treated as an excess distribution, as described below. As a result of such purging election, the U.S. Holder will have additional basis (to the extent of any gain recognized on the deemed sale) and, solely for purposes of the PFIC rules, a new holding period in the SPAC Class A Ordinary Shares acquired upon the exercise of the SPAC Warrants. The application of the rules related to purging elections described above to a U.S. Holder of SPAC Warrants that already owns SPAC Class A Ordinary Shares is not entirely clear. U.S. Holders are strongly urged to consult with their own tax advisors regarding the application of the rules governing purging elections to their particular circumstances (including the availability of a separate "deemed dividend" purging election that may be available if SPAC is a controlled foreign corporation with respect to such U.S. Holder).

Taxation of U.S. Holders Making a "Mark-to-Market" Election. Alternatively, if SPAC is treated as a PFIC for any taxable year and, as we anticipate, SPAC Class A Ordinary Shares are treated as "marketable stock," a U.S. Holder that holds SPAC Class A Ordinary Shares at the close of a taxable year may make a "mark-to-market" election with respect to such SPAC Class A Ordinary Shares, provided the U.S. Holder completes and files IRS Form 8621 in accordance with the relevant instructions and related Treasury Regulations. If made, a mark-to-market election would be effective for the taxable year for which the election is made and for all subsequent taxable years, unless the SPAC Class A Ordinary Shares cease to qualify as "marketable stock" for purposes of the PFIC rules or the IRS consents to the revocation of the election.

If the U.S. Holder makes a valid mark-to-market election for the first taxable year of the U.S. Holder in which the U.S. Holder holds (or is deemed to hold) SPAC Class A Ordinary Shares and in which SPAC is treated as a PFIC, such U.S. Holder generally will not be subject to the PFIC rules described below in respect of SPAC Class A Ordinary Shares. Instead, in general, such U.S. Holder would include as ordinary income in each taxable year the excess, if any, of the fair market value of the SPAC Class A Ordinary Shares at the end of the taxable year over such U.S. Holder's adjusted tax basis in its SPAC Class A Ordinary Shares. These amounts of ordinary income would not be eligible for the favorable tax rates applicable to qualified dividend income or long-term capital gains. Such U.S. Holder also would be permitted an ordinary loss in respect of the excess, if any, of its adjusted tax basis in its SPAC Class A Ordinary Shares over the fair market value of its SPAC Class A Ordinary Shares at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. Such U.S. Holder's tax basis in its SPAC Class A Ordinary Shares would be adjusted to reflect any such income or loss amounts. Any gain recognized by such U.S. Holder on the sale, exchange, or other disposition of its SPAC Class A Ordinary Shares would be treated as ordinary income, and any loss recognized on the sale, exchange, or other disposition of its SPAC Class A Ordinary Shares would be

treated as ordinary loss to the extent that such loss does not exceed the net mark-to-market gains previously included in income by the U.S. Holder. A mark-to-market election under the PFIC rules with respect to SPAC Class A Ordinary Shares would not apply to a Subsidiary PFIC, and a U.S. Holder would not be able to make such a mark-to-market election in respect of its indirect ownership interest in that Subsidiary PFIC. Consequently, U.S. Holders of SPAC Class A Ordinary Shares could be subject to the PFIC rules with respect to income of the Subsidiary PFICs, the value of which already had been taken into account indirectly via mark-to-market adjustments. Special rules may apply if a U.S. Holder makes a mark-to-market election for a taxable year after the first taxable year in which the U.S. Holder holds (or is deemed to hold) its SPAC Class A Ordinary Shares. Currently, a mark-to-market election may not be made with respect to SPAC Warrants.

Taxation of U.S. Holders Not Making a Timely QEF or Mark-to-Market Election. Finally, if SPAC were treated as a PFIC for any taxable year, a U.S. Holder who does not make either a QEF Election (including a late QEF Election with a purging election described below) or a mark-to-market election for that year (a "Non-Electing Holder") would be subject to special rules with respect to (i) any "excess distribution" (generally, the portion of any distributions received by the Non-Electing Holder on SPAC Class A Ordinary Shares during a taxable year in excess of 125% of the average annual distributions received by the Non-Electing Holder during the three preceding taxable years, or, if shorter, the Non-Electing Holder's holding period for the SPAC Class A Ordinary Shares) and (ii) any gain realized on the sale, exchange, or other disposition of SPAC Class A Ordinary Shares. Under these special rules:

- the Non-Electing Holder's excess distribution or gain would be allocated ratably over the Non-Electing Holder's aggregate holding period for its SPAC Class A Ordinary Shares or SPAC Warrants;
- the amount allocated to the Non-Electing Holder's taxable year in which the Non-Electing Holder received the excess distribution or realized the gain, or to the portion of the Non-Electing Holder's holding period prior to the first day of SPAC taxable year for which SPAC was a PFIC, would be taxed as ordinary income; and
- the amount allocated to each of the other taxable years (or portions thereof) of the Non-Electing Holder would be subject to tax at the highest rate of tax in effect for the Non-Electing Holder for that year, and an interest charge for the deemed deferral benefit would be imposed with respect to the resulting tax attributable to each such other taxable year (or portion thereof).

If a U.S. Holder held SPAC Class A Ordinary Shares during a period when SPAC was treated as a PFIC, but the U.S. Holder did not have a QEF Election in effect with respect to SPAC (or held SPAC Warrants during a period when SPAC was treated as a PFIC that were subsequently exercised for SPAC Class A Ordinary Shares), then in the event that SPAC did not qualify as a PFIC for a subsequent taxable year, the U.S. Holder could elect to cease to be subject to the rules described above with respect to those shares by making a "deemed sale" election or, in certain circumstances, a "deemed dividend" election with respect to SPAC Class A Ordinary Shares. If the U.S. Holder makes a deemed sale election, the U.S. Holder will be treated, for purposes of applying the rules described in the preceding paragraph, as having disposed of its SPAC Class A Ordinary Shares for their fair market value on the last day of the last taxable year for which SPAC qualified as a PFIC (the "termination date"). The U.S. Holder would increase its basis in such SPAC Class A Ordinary Shares by the amount of the gain on the deemed sale described in the preceding sentence, and the amount of gain would be taxed as an excess distribution. Following a deemed sale election, the U.S. Holder would not be treated, for purposes of the PFIC rules, as having owned SPAC Class A Ordinary Shares during a period prior to the termination date when SPAC qualified as a PFIC and would not be treated as owning PFIC stock thereafter unless SPAC later qualifies as a PFIC. The holding period for such stock would begin the day after the termination date for purposes of the PFIC rules.

THE PFIC RULES (INCLUDING THE RULES WITH RESPECT TO THE QEF ELECTION AND THE MARK-TO-MARKET ELECTION) ARE VERY COMPLEX, ARE AFFECTED BY VARIOUS FACTORS IN ADDITION TO THOSE DESCRIBED ABOVE, AND THEIR APPLICATION

IS UNCERTAIN. U.S. HOLDERS ARE STRONGLY URGED TO CONSULT WITH THEIR OWN TAX ADVISORS TO DETERMINE THE APPLICATION OF THE PFIC RULES TO THEM IN THEIR PARTICULAR CIRCUMSTANCES AND ANY RESULTING TAX CONSEQUENCES.

Redemption of Holdings Common Shares A

Subject to the PFIC rules discussed above, in the event that a U.S. Holder's Holdings Common Shares A are redeemed pursuant to the redemption provisions described in the section entitled "Business of SPAC and Certain Information About SPAC—Redemption Rights for Holders of Public Shares," the treatment of the redemption for U.S. federal income tax purposes will depend on whether it qualifies as a sale of the Holdings Common Shares A under Section 302(a) of the Code. If the redemption qualifies as a sale of Holdings Common Shares A, the U.S. Holder will be treated as described in the section entitled "—Gain or Loss on Sale or Other Taxable Exchange or Disposition of Holdings Common Shares A and Holdings Warrants" below. If the redemption does not qualify as a sale of Holdings Common Shares A, the U.S. Holder will be treated as receiving a distribution from Holdings with the tax consequences described in the section entitled "—Distributions Treated as Dividends" below.

Whether a redemption qualifies for sale treatment will depend largely on the total number of shares of Holdings stock treated as held by the U.S. Holder (including any stock constructively owned by the U.S. Holder as a result of owning Holdings Warrants or otherwise) relative to all of the shares of Holdings stock outstanding both before and after the redemption. The redemption of Holdings Common Shares A generally will be treated as a sale of Holdings Common Shares A (rather than as a distribution from Holdings) if the redemption satisfies one of the following tests (the "redemption sale tests"): (i) it is "substantially disproportionate" with respect to the U.S. Holder, (ii) it results in a "complete termination" of the U.S. Holder's interest in Holdings or (iii) it is "not essentially equivalent to a dividend" with respect to the U.S. Holder. These tests are explained more fully below. In determining whether any of the redemption sale tests is satisfied, a U.S. Holder must take into account not only stock actually owned by the U.S. Holder, but also shares of Holdings stock that are "constructively" owned by it. A U.S. Holder may constructively own (i) stock owned by certain related individuals or entities in which the U.S. Holder has an interest or that have an interest in such U.S. Holder and (ii) any stock the U.S. Holder has a right to acquire by exercise of an option, which would generally include the Holdings Common Shares A which could be acquired pursuant to the exercise of the Holdings Warrants.

In order to meet the "substantially disproportionate" test, the percentage of Holdings' outstanding voting stock actually and constructively owned by the U.S. Holder immediately following the redemption of its Holdings Common Shares A must, among other requirements, be less than 80% of the percentage of Holdings' outstanding voting stock actually and constructively owned by the U.S. Holder immediately before the redemption. Prior to the Business Combination, the Holdings Common Shares A may not be treated as voting stock for this purpose and, consequently, the substantially disproportionate test may not be applicable. There will be a "complete termination" of a U.S. Holder's interest if either (i) all of the shares of Holdings stock both actually and constructively owned by the U.S. Holder are redeemed or (ii) all of the shares of Holdings stock actually owned by the U.S. Holder are redeemed, the U.S. Holder is eligible to waive and effectively waives in accordance with specific rules the constructive attribution of stock owned by certain family members, and the U.S. Holder does not constructively own any other shares of Holdings stock (including as a result of owning Holdings Warrants). The redemption of Holdings Common Shares A will not be "essentially equivalent to a dividend" if a U.S. Holder's redemption results in a "meaningful reduction" of the U.S. Holder's proportionate interest in Holdings. Whether the redemption will result in a meaningful reduction in a U.S. Holder's proportionate interest in Holdings will depend on the particular facts and circumstances, but the IRS has indicated in a published ruling that even a small reduction in the proportionate interest of a small minority stockholder in a publicly held corporation who exercises no control over corporate affairs may constitute a "meaningful reduction." A U.S. Holder should consult with its own tax advisors as to the tax consequences of electing to have its Holdings Common Shares A redeemed for cash.

If none of the redemption sale tests is satisfied, the redemption will be treated as a distribution from Holdings, and the tax considerations will be as described in the section entitled "—Tax Characterization of Distributions with Respect to Holdings Common Shares A" below. After the application of those rules, any remaining tax basis of the U.S. Holder in the redeemed Holdings Common Shares A will be added to the U.S. Holder's adjusted tax basis in its remaining stock or, if it has none, to the U.S. Holder's adjusted tax basis in its Holdings Warrants or possibly in other shares of Holdings stock constructively owned by it.

U.S. Holders who actually or constructively own five percent (or if Holdings Common Shares A are not then publicly traded, one percent) or more of Holdings stock (by vote or value) may be subject to special reporting requirements with respect to a redemption of its Holdings Common Shares A. A U.S. Holder should consult with its own tax advisor with respect to its reporting requirements.

THE RULES GOVERNING THE U.S. FEDERAL INCOME TAX TREATMENT OF REDEMPTIONS ARE COMPLEX, AND THE DETERMINATION OF WHETHER A REDEMPTION WILL BE TREATED AS A SALE OF HOLDINGS COMMON SHARES A OR AS A DISTRIBUTION WITH RESPECT TO SUCH STOCK IS MADE ON A HOLDER-BY-HOLDER BASIS. ADDITIONALLY, BECAUSE THE SPAC MERGER WILL OCCUR PRIOR TO THE REDEMPTION OF U.S. HOLDERS THAT EXERCISE THEIR REDEMPTION RIGHTS, U.S. HOLDERS EXERCISING SUCH REDEMPTION RIGHTS WILL BE SUBJECT TO THE POTENTIAL TAX CONSEQUENCES OF THE SPAC MERGER. ALL U.S. HOLDERS CONSIDERING EXERCISING THEIR REDEMPTION RIGHTS ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE POTENTIAL TAX CONSEQUENCES TO THEM OF THE SPAC MERGER AND OF THE EXERCISE OF THEIR REDEMPTION RIGHTS, INCLUDING THE POSSIBLE APPLICATION OF THE PFIC RULES.

Tax Characterization of Distributions with Respect to Holdings Common Shares A

Subject to the PFIC rules discussed above, if Holdings pays distributions of cash or other property to U.S. Holders of shares of Holdings Common Shares A, such distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid from Holdings' current or accumulated earnings and profits, as determined under U.S. federal income tax principles, and will be treated as described in the section entitled "—Distributions Treated as Dividends" below. Distributions in excess of Holdings' current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in its Holdings Common Shares A, that will be applied against and reduce (but not below zero) the U.S. Holder's adjusted tax basis in its Holdings Common Shares A. Any remaining portion of the distribution will be treated as gain from the sale or exchange of Holdings Common Shares A and will be treated as described in the section entitled "—Gain or Loss on Sale or Other Taxable Exchange or Disposition of Holdings Common Shares A and Holdings Warrants" below.

Possible Constructive Distributions with Respect to Holdings Warrants

The terms of the Holdings Warrants provide for an adjustment to the number of Holdings Common Shares A for which Holdings Warrants may be exercised or to the exercise price of the Holdings Warrants in certain events. An adjustment which has the effect of preventing dilution generally is not taxable. U.S. Holders of the Holdings Warrants would, however, be treated as receiving a constructive distribution from Holdings if, for example, the adjustment increases the warrantholders' proportionate interest in Holdings' assets or earnings and profits (e.g., through an increase in the number of Holdings Common Shares A that would be obtained upon exercise or through a decrease in the exercise price of the Holdings Warrants) as a result of a distribution of cash or other property to the Holders of shares of Holdings Common Shares A. Any such constructive distribution would be treated in the same manner as if U.S. Holders of Holdings Warrants received a cash distribution from Holdings generally equal to the fair market value of the increased interest and would be taxed in a manner similar to distributions to U.S. Holders of Holdings Common Shares A described herein. See the section entitled "—Tax

Characterization of Distributions with Respect to Holdings Common Shares A" above. For certain information reporting purposes, Holdings is required to determine the date and amount of any such constructive distributions. Proposed Treasury Regulations, which Holdings may rely on prior to the issuance of final Treasury Regulations, specify how the date and amount of any such constructive distributions are determined.

Distributions Treated as Dividends

Dividends paid by Holdings will be taxable to a corporate U.S. Holder at regular rates and will not be eligible for the dividends-received deduction generally allowed to domestic corporations in respect of dividends received from other domestic corporations. Dividends Holdings pays to a non-corporate U.S. Holder generally will constitute "qualified dividends" that will be subject to U.S. federal income tax at the lower applicable long-term capital gains tax rate only if (i) Holdings Common Shares A are readily tradable on an established securities market in the United States or Holdings is eligible for benefits of a comprehensive income tax treaty with the United States, and (ii) a certain holding period and other requirements are met, including that Holdings is not classified as a PFIC during the taxable year in which the dividend is paid or a preceding taxable year with respect to such U.S. Holder. As discussed above, if a U.S. Holder held shares in SPAC when it was classified as a PFIC, Holdings could continue to be treated as a PFIC with respect to such U.S. Holder in a taxable year even if Holdings is not classified as a PFIC in such taxable year. If such requirements are not satisfied, a non-corporate U.S. Holder may be subject to tax on the dividend at regular ordinary income tax rates instead of the preferential rate that applies to qualified dividend income. U.S. Holders should consult with their own tax advisors regarding the availability of the lower preferential rate for qualified dividend income for any dividends paid with respect to Holdings Common Shares A.

Dividends paid with respect to Holdings Common Shares A will generally be treated as income from foreign sources for U.S. foreign tax credit purposes and will generally be treated as passive category income or, in the case of certain types of U.S. Holders, general category income for purposes of computing allowable foreign tax credits for U.S. foreign tax credit purposes. Depending on the U.S. Holder's individual facts and circumstances, a U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit not in excess of any applicable treaty rate in respect of any foreign withholding taxes imposed on dividends received on Holdings Common Shares A. A U.S. Holder that does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes.

THE RULES GOVERNING THE FOREIGN TAX CREDIT ARE COMPLEX, AND THE OUTCOME OF THEIR APPLICATION DEPENDS IN LARGE PART ON THE U.S. HOLDER'S INDIVIDUAL FACTS AND CIRCUMSTANCES. ACCORDINGLY, U.S. HOLDERS ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE AVAILABILITY OF THE FOREIGN TAX CREDIT IN THEIR PARTICULAR CIRCUMSTANCES.

Gain or Loss on Sale or Other Taxable Exchange or Disposition of Holdings Common Shares A and Holdings Warrants

Subject to the PFIC rules discussed above, upon a sale or other taxable disposition of Holdings Common Shares A or Holdings Warrants (which, in general, would include a redemption of Holdings Common Shares A or Holdings Warrants that is treated as a sale of such securities as described above (in the case of a redemption of Holdings Common Shares A) or below (in the case of a redemption of Holdings Warrants)), a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between (i) the sum of the amount of cash and the fair market value of any property received in such disposition and (ii) the U.S. Holder's adjusted tax basis in the Holdings Common Shares A or Holdings Warrants. A U.S. Holder's adjusted tax basis in its Holdings Common Shares A or Holdings Warrants generally will equal the U.S. Holder's acquisition cost of the SPAC Class A Ordinary Shares or SPAC Warrants exchanged therefore (see the tax basis

discussion above in the section entitled "—The SPAC Merger") or, as discussed below, the U.S. Holder's initial basis for the Holdings Common Shares A received upon exercise of Holdings Warrants, less, in the case of Holdings Common Shares A, any prior distributions paid to such U.S. Holder that were treated as a return of capital for U.S. federal income tax purposes (as discussed above).

Any such capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period for the Holdings Common Shares A or Holdings Warrants, as applicable, so disposed of exceeds one year. It is unclear whether the redemption rights that applied with respect to the SPAC Class A Ordinary Shares prior to the SPAC Merger may prevent a U.S. Holder of Holdings Common Shares A from taking the holding period of its SPAC Class A Ordinary Shares into account when determining whether it has satisfied the applicable holding period with respect to its Holdings Common Shares A held after the SPAC Merger for this purpose. If the one-year holding period requirement is not satisfied, any gain on a sale or other taxable disposition of the Holdings Common Shares A or Holdings Warrants, as applicable, would be subject to short-term capital gain treatment and would be taxed at regular ordinary income tax rates. Long-term capital gains recognized by non-corporate U.S. Holders may be eligible to be taxed at reduced rates. The deductibility of capital losses is subject to limitations.

Cash Exercise of a Holdings Warrant

Subject to the PFIC rules discussed above, a U.S. Holder generally will not recognize gain or loss on the acquisition of Holdings Common Shares A upon the exercise of a Holdings Warrant for cash. The U.S. Holder's tax basis in its Holdings Common Shares A received upon exercise of a Holdings Warrant generally will be an amount equal to the sum of the U.S. Holder's initial investment in the SPAC Warrant exchanged for the Holdings Warrant (see the tax basis discussion above in the section entitled "—The SPAC Merger") and the exercise price of such Holdings Warrant. It is unclear whether a U.S. Holder's holding period for the Holdings Common Shares A received upon exercise of the Holdings Warrant will commence on the date of exercise of the Holdings Warrant or the immediately following date. In either case, the holding period will not include the period during which the U.S. Holder held the Holdings Warrant.

Cashless Exercise of a Holdings Warrant

The tax characterization of a cashless exercise of a Holdings Warrant is not clear under current U.S. federal tax law. Due to the absence of authority on the U.S. federal income tax treatment of a cashless exercise, there can be no assurance which, if any, of the alternative tax characterizations and resultant tax consequences would be adopted by the IRS or upheld by a court of law. Accordingly, U.S. Holders should consult with their own tax advisors regarding the tax consequences of a cashless exercise.

Subject to the PFIC rules discussed above, a cashless exercise could potentially be characterized as any of the following for U.S. federal income tax purposes: (i) not a realization event and thus tax-deferred, (ii) a realization event that qualifies as a tax-deferred "recapitalization," or (iii) a taxable realization event. The tax consequences of all three characterizations are generally described below. U.S. Holders should consult with their own tax advisors regarding the tax consequences of a cashless exercise.

If a cashless exercise were characterized as either not a realization event or as a realization event that qualifies as a recapitalization, a U.S. Holder would not recognize any gain or loss on the exchange of Holdings Warrants for shares of Holdings Common Shares A. A U.S. Holder's basis in the shares of Holdings Common Shares A received would generally equal the U.S. Holder's aggregate basis in the exchanged Holdings Warrants. If the cashless exercise were not a realization event, it is unclear whether a U.S. Holder's holding period in the Holdings Common Shares A would be treated as commencing on the date of exchange of the Holdings Warrants or on the immediately following date, but the holding period would not include the period during which the U.S. Holder held the Holdings Warrants. On the other hand, if the cashless exercise were characterized as a realization event that qualifies as a recapitalization, the holding period of the Holdings Common Shares A would include the holding period of the warrants exercised therefor.

If the cashless exercise were treated as a realization event that does not qualify as a recapitalization, the cashless exercise could be treated in whole or in part as a taxable exchange in which gain or loss would be recognized by the U.S. Holder. Under this characterization, a portion of the Holdings Warrants to be exercised on a cashless basis would be deemed to have been surrendered in payment of the exercise price of the remaining portion of such warrants, which would be deemed to be exercised. In such a case, a U.S. Holder would effectively be deemed to have sold a number of Holdings Warrants having an aggregate value equal to the exercise price of the remaining Holdings Warrants deemed exercised. Subject to the PFIC rules described above, the U.S. Holder would recognize capital gain or loss in an amount generally equal to the difference between the value of the portion of the warrants deemed sold and its adjusted tax basis in such warrants (generally in the manner described in the section entitled "—Gain or Loss on Sale or Other Taxable Exchange or Disposition of Holdings Common Shares A and Holdings Warrants" above), and the U.S. Holder's tax basis in the Holdings Common Shares A received would generally equal the sum of the U.S. Holder's tax basis in the remaining Holdings Warrants deemed exercised and the exercise price of such warrants. It is unclear whether a U.S. Holder's holding period for the Holdings Common Shares A would commence on the date of exercise of the Holdings Warrants or on the date following the date of exercise of the Holdings Warrants, but the holding period would not include the period during which the U.S. Holder held the Holdings Warrants.

Redemption or Repurchase of Warrants for Cash

Subject to the PFIC rules discussed above, if Holdings redeems the Holdings Warrants for cash as permitted under the terms of the Warrant Agreement or if Holdings repurchases Holdings Warrants in an open market transaction, such redemption or repurchase generally will be treated as a taxable disposition to the U.S. Holder, taxed as described in the section entitled "—Gain or Loss on Sale or Other Taxable Exchange or Disposition of Holdings Common Shares A and Holdings Warrants" above.

Expiration of a Holdings Warrant

If a Holdings Warrant is allowed to expire unexercised, a U.S. Holder generally will recognize a capital loss equal to such U.S. Holder's tax basis in the Holdings Warrant (see the tax basis discussion in the section entitled "—The SPAC Merger" above). The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

Dividends paid to U.S. Holders with respect to Holdings Common Shares A and proceeds from the sale, exchange, or redemption of Holdings Securities may be subject, under certain circumstances, to information reporting and backup withholding. Backup withholding will not apply, however, to a U.S. Holder that (i) is a corporation or entity that is otherwise exempt from backup withholding (which, when required, certifies as to its exempt status) or (ii) furnishes a correct taxpayer identification number and makes any other required certification on IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability (if any) of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund generally may be obtained, provided that the required information is timely furnished to the IRS.

Certain U.S. Holders may be required to file an IRS Form 926 (Return by a U.S. Transferor of Property to a Foreign Corporation) to report a transfer of property (including stock, securities, or cash) to us. Substantial penalties may be imposed on a U.S. Holder that fails to comply with this reporting requirement, and the period of limitations on assessment and collection of U.S. federal income taxes will be extended in the event of a failure to comply. Furthermore, certain U.S. Holders who are individuals and certain entities will be required to report information with respect to such U.S. Holder's investment in "specified foreign financial assets" on IRS Form 8938 (Statement of Specified Foreign Financial Assets), subject to certain exceptions. An interest in Holdings constitutes a specified foreign financial asset for these purposes. Persons who are required to report specified

foreign financial assets and fail to do so may be subject to substantial penalties, and the period of limitations on assessment and collection of U.S. federal income taxes will be extended in the event of a failure to comply. U.S. Holders are urged to consult with their own tax advisors regarding the foreign financial asset and other reporting obligations and their application to their ownership of Holdings Common Shares A and Holdings Warrants.

THE FOREGOING DISCUSSION IS NOT A COMPREHENSIVE DISCUSSION OF ALL OF THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF SPAC PUBLIC SECURITIES OR HOLDINGS SECURITIES. SUCH HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS TO DETERMINE THE SPECIFIC TAX CONSEQUENCES TO THEM OF THE BUSINESS COMBINATION (INCLUDING THE SPAC MERGER AND ANY EXERCISE OF THEIR REDEMPTION RIGHTS) AND, TO THE EXTENT APPLICABLE, OF OWNING HOLDINGS SECURITIES FOLLOWING THE COMPLETION OF THE BUSINESS COMBINATION, INCLUDING THE APPLICABILITY AND EFFECT (AND ANY POTENTIAL FUTURE CHANGES THERETO) OF ANY U.S. FEDERAL, STATE OR LOCAL OR NON-U.S. TAX LAWS AND ANY INCOME TAX TREATIES.

PROPOSAL NO. 1— THE SPAC MERGER PROPOSAL

Overview

SPAC is asking its shareholders to approve the SPAC Merger and the Cayman Plan of Merger and to confirm, ratify and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring prior to the Closing Date, including the adoption of the Holdings A&R Articles and the appointment in respect of the Holdings Board following the SPAC Merger Effective Time at which time the shareholders of SPAC will be shareholders of Holdings if the Business Combination Proposals are approved. SPAC shareholders should carefully read this proxy statement/prospectus in its entirety for more detailed information concerning the SPAC Merger. Please see the section above entitled "*The Business Combination*" for additional information and a summary of certain terms of the Business Combination Agreement, including the SPAC Merger. You are urged to read carefully the Business Combination Agreement in its entirety before voting on this proposal. Copies of each of the Business Combination Agreement, the Cayman Plan of Merger and the Holdings A&R Articles are attached to this proxy statement/prospectus as *Annex A*, *Annex B* and *Annex C*, respectively.

Vote Required for Approval

The Closing is conditioned on the approval of the SPAC Merger Proposal at the SPAC Shareholders' Meeting.

The SPAC Merger Proposal (and consequently, the Business Combination Agreement and the Business Combination) will be approved and adopted only if SPAC obtains the affirmative vote (in person or by proxy, including by way of the online meeting option) of holders of at least two-thirds of the outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares who, being entitled to do so, vote at the SPAC Shareholders' Meeting, voting as a single class. Abstentions and broker non-votes, while considered present for purposes of establishing a quorum, will not count as a vote cast at the SPAC Shareholders' Meeting. Accordingly, failure to vote in person or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting or an abstention from voting will have no effect on the outcome of the vote on the SPAC Merger Proposal.

The SPAC Merger Proposal is conditioned on the approval of the Company Merger Proposal. Therefore, if the Company Merger Proposal is not approved, the SPAC Merger Proposal will have no effect, even if approved by holders of the SPAC Ordinary Shares.

The Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in favor of the SPAC Merger Proposal.

Recommendation of the SPAC Board

THE SPAC BOARD RECOMMENDS THAT SPAC SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE SPAC MERGER PROPOSAL.

PROPOSAL NO. 2— THE COMPANY MERGER PROPOSAL

Overview

SPAC is asking its shareholders to approve the Company Merger and to confirm, ratify and approve in all respects all other transactions contemplated by the Business Combination Agreement occurring on or after the Closing Date at which time the shareholders of SPAC will be shareholders of Holdings if the Business Combination Proposals are approved, including the appointment of the Holdings Board following the Company Merger Effective Time and the adoption of the Holdings Public Company Articles (to include the change of name of Holdings). SPAC shareholders should carefully read this proxy statement/prospectus in its entirety for more detailed information concerning the Company Merger. Please see the section above entitled "*The Business Combination*" for additional information and a summary of certain terms of the Business Combination Agreement, including the Company Merger. You are urged to read carefully the Business Combination Agreement in its entirety before voting on this proposal. Copies of each of the Business Combination Agreement and the Holdings Public Company Articles are attached to this proxy statement/prospectus as *Annex A* and *Annex D*, respectively.

Vote Required for Approval

The Closing is conditioned on the approval of the Company Merger Proposal at the SPAC Shareholders' Meeting.

The Company Merger Proposal (and consequently, the Business Combination Agreement and the Business Combination) will be approved and adopted only if SPAC obtains the affirmative vote (in person or by proxy, including by way of the online meeting option) of holders of at least a majority of the outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares who, being entitled to do so, vote at the SPAC Shareholders' Meeting, voting as a single class. Abstentions and broker non-votes, while considered present for purposes of establishing a quorum, will not count as a vote cast at the SPAC Shareholders' Meeting. Accordingly, failure to vote in person or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting or an abstention from voting will have no effect on the outcome of the vote on the Company Merger Proposal.

The Company Merger Proposal is conditioned on the approval of the SPAC Merger Proposal. Therefore, if the SPAC Merger Proposal is not approved, the Company Merger Proposal will have no effect, even if approved by holders of the SPAC Ordinary Shares.

The Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in favor of the Company Merger Proposal.

Recommendation of the SPAC Board

THE SPAC BOARD RECOMMENDS THAT SPAC SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE COMPANY MERGER PROPOSAL.

PROPOSAL NO. 3—THE ADVISORY ORGANIZATIONAL DOCUMENTS PROPOSAL

Overview

If the Business Combination is to be consummated, SPAC will replace the current Cayman Islands company SPAC Articles with the Holdings Public Company Articles, under the BVI Companies Act.

SPAC is asking its shareholders to consider and vote upon and to approve, on a non-binding advisory basis, by ordinary resolution, the adoption of the Holdings Public Company Articles. The shareholder vote regarding the Advisory Organizational Documents Proposal is an advisory vote, and is not binding on SPAC or the SPAC Board. Accordingly, regardless of the outcome of the non-binding advisory vote on the Advisory Organizational Documents Proposal, SPAC intends that the Holdings Public Company Articles will take effect upon the consummation of the Business Combination.

The following is a summary of the principal provisions of the Holdings Public Company Articles that will be adopted in connection with the Business Combination. This summary is qualified by reference to the complete text of the Holdings Public Company Articles, a copy of which is attached to this proxy statement/prospectus as *Annex D*. All shareholders are encouraged to read the Holdings Public Company Articles in its entirety for a more complete description of its terms. Additionally, as the SPAC Articles are governed by Cayman Islands law and the Holdings Public Company Articles will be governed by BVI law, SPAC encourages its shareholders to carefully consult the information set out under the section entitled "Comparison of Corporate Governance and Shareholder Rights."

Authorized Shares

The current authorized share capital of SPAC consists of (a) 500,000,000 SPAC Class A Ordinary Shares, (b) 50,000,000 SPAC Class B Ordinary Shares and (c) 5,000,000 SPAC Preference Shares. The Holdings Public Company Articles will provide for an authorized share capital consisting of (a) 500,000,000 Holdings Common Shares A and (b) 55,000,000 Holdings Preference Shares. The SPAC Board believes that the authorized share capital described above will allow Holdings to have available for issuance a number of authorized Holdings Common shares and Holdings Preference Shares sufficient to support the growth of Holdings and to provide flexibility for future corporate needs.

As of the date of this proxy statement/prospectus, there are 43,125,000 SPAC Ordinary Shares issued and outstanding, which includes an aggregate 8,625,000 Class B Ordinary Shares held by the Sponsor. In addition, as of the date of this proxy statement/prospectus, there is outstanding an aggregate of 17,433,333 warrants to acquire SPAC Ordinary Shares, comprised of 5,933,333 SPAC Private Placement Warrants held by the Sponsor and 11,500,000 SPAC Public Warrants.

Please see the sections entitled "Summary of the Proxy Statement/Prospectus—Ownership of Holdings After the Closing" and "Unaudited Pro Forma Condensed Combined Financial Information" for more information about the anticipated capitalization of Holdings following the consummation of the Business Combination.

This summary is qualified by reference to the complete text of the Holdings Public Company Articles, a copy of which is attached to this proxy statement/prospectus as *Annex D*. All shareholders are encouraged to read the Holdings Public Company Articles in its entirety for a more complete description of its terms.

Ability to Bring Matters for Discussion before a General Meeting of Holdings

The Holdings Public Company Articles will provide that a notice of a general meeting of shareholders must include items for which a written request has been given (no later than the close of business on the 120th

day nor earlier than the close of business on the 150th day prior to the one-year anniversary of the preceding year's annual general meeting) by one or more shareholders representing 30% or more of Holdings issued shares. The SPAC Articles provide that any shareholder seeking to bring business before the annual general meeting may do so by delivering a notice to SPAC's corporate secretary no later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the scheduled date of the annual general meeting.

This summary is qualified by reference to the complete text of the Holdings Public Company Articles, a copy of which is attached to this proxy statement/prospectus as *Annex D*. All shareholders are encouraged to read the Holdings Public Company Articles in its entirety for a more complete description of its terms.

Number and Term of Directors

The Holdings Public Company Articles will limit the number of directors to nine, divided into three classes. The SPAC Articles limits the number of directors to eight, divided into three classes. The SPAC Board believes that nine directors is the appropriate number to initially carry out the responsibilities of the Holdings Board following the Business Combination.

This summary is qualified by reference to the complete text of the Holdings Public Company Articles, a copy of which is attached to this proxy statement/prospectus as *Annex D*. All shareholders are encouraged to read the Holdings Public Company Articles in its entirety for a more complete description of its terms.

Election and Removal of Directors

Under the SPAC Articles, only holders of SPAC Class B Ordinary shares have the right to vote on the election or the removal of directors, and members must have cause in order to remove any director. Any person properly nominated for election as a director may be appointed to the Board by resolution of the members under the Holdings Public Company Articles, and only a resolution by at least two-thirds of directors will allow the removal (with cause) of directors by the Holdings Board. Holdings members will not have the ability to remove directors.

Action by Written Consent of Shareholders

The Holdings Public Company Articles will prohibit Holdings shareholders from taking any action by written consent, a right currently provided for under the SPAC Articles in certain circumstances. Under the current SPAC Articles:

- in relation to a special resolution, a resolution in writing signed by all the shareholders entitled to vote at a general meeting shall be valid and effective as if the special resolution had been passed at a meeting of the shareholders;
- in relation to an ordinary resolution, such a resolution may not be consented to in writing; and
- in relation to an ordinary resolution of the SPAC Class B Ordinary Shares only, such a resolution may be consented to in writing by all of the holders of Class B Ordinary Shares entitled to vote at a general meeting.

The SPAC Board believes that requiring that shareholder action be taken at a general meeting of Holdings will provide a better opportunity for all shareholders to be heard on any such action.

Vote Required for Approval

The approval of the Advisory Organizational Documents Proposal, a non-binding advisory vote, will be sought as an ordinary resolution under the Cayman Companies Act, being the affirmative vote (in person or by

proxy, including by way of the online meeting option) of a majority of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares entitled to vote and actually casting votes thereon at the SPAC Shareholders' Meeting, voting as a single class. Abstentions and broker non-votes, while considered present for purposes of establishing quorum, will not count as a vote cast at the SPAC Shareholders' Meeting. Accordingly, failure to vote in person or by proxy (including by way of the online meeting option) at the SPAC Shareholders' Meeting or an abstention from voting will have no effect on the outcome of the vote on the Advisory Organizational Documents Proposal.

The Advisory Organizational Documents Proposal is not conditioned on the approval of any other Proposal at the SPAC Shareholders' Meeting.

As discussed above, the Advisory Organizational Documents Proposal is an advisory vote and therefore is not binding on SPAC or the SPAC Board. Accordingly, regardless of the outcome of the non-binding advisory vote on the Advisory Organizational Documents Proposal, SPAC intends that the Holdings Public Company Articles will take effect upon the Company Merger Effective Time.

Recommendation of the SPAC Board

THE SPAC BOARD RECOMMENDS THAT SPAC SHAREHOLDERS VOTE "FOR" THE ADVISORY ORGANIZATIONAL DOCUMENTS PROPOSAL.

PROPOSAL NO. 4—THE ADJOURNMENT PROPOSAL

Overview

The Adjournment Proposal, if adopted, will allow the SPAC Board to adjourn the SPAC Shareholders' Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal. In the event the Adjournment Proposal is put forth at the SPAC Shareholders' Meeting, it will be the first and only Proposal voted upon and none of the SPAC Merger Proposal, the Company Merger Proposal, nor the Advisory Organizational Documents Proposal will be submitted to the SPAC shareholders for a vote. If the Adjournment Proposal is submitted for a vote at the SPAC Shareholders' Meeting, and if the SPAC shareholders approve the Adjournment Proposal, SPAC may adjourn the SPAC Shareholders' Meeting and any adjourned session of the SPAC Shareholders' Meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from SPAC shareholders who have voted previously.

Consequences if the Adjournment Proposal is Not Approved

If the Adjournment Proposal is submitted to SPAC shareholders but is not approved by SPAC shareholders, the SPAC Board may not be able to adjourn the SPAC Shareholders' Meeting to a later date in the event that there are insufficient votes for, or otherwise in connection with, the approval of the SPAC Merger Proposal, the Company Merger Proposal and the Advisory Organizational Documents Proposal.

Vote Required for Approval

The Adjournment Proposal is not conditioned on the approval of any other Proposal at the SPAC Shareholders' Meeting.

The approval of the Adjournment Proposal requires the affirmative vote (in person or by proxy, including by way of the online meeting option) of the holders of a majority of the outstanding shares of SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares and who, being entitled to do so, vote at the SPAC Shareholders' Meeting, voting as a single class. Failure to vote by proxy or to vote online at the SPAC Shareholders' Meeting or an abstention from voting will have no effect on the outcome of the vote on the Adjournment Proposal.

Recommendation of the SPAC Board

THE SPAC BOARD RECOMMENDS THAT SPAC SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE ADJOURNMENT PROPOSAL.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Introduction

The following unaudited pro forma condensed combined financial information is provided to assist you in your analysis of the financial aspects of the Business Combination and PIPE Financing (collectively, the "Transactions"). The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X, as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses" and should be read in conjunction with the accompanying notes. The adjustments presented in the unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an understanding of the combined company upon consummation of the Transactions.

The unaudited pro forma condensed combined statement of financial position as of December 31, 2020 combines the historical statement of financial position of Swvl and the historical balance sheet of SPAC on a pro forma basis as if the Business Combination and related transactions had been consummated on December 31, 2020. The historical balance sheet of SPAC as of December 31, 2020 has been adjusted as if SPAC's IPO took place on December 31, 2020 rather than January 22, 2021. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 combines the historical statements of operations of Swvl and SPAC for such period on a pro forma basis as if the Transactions had been consummated on January 1, 2020, the beginning of the earliest period presented.

The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the financial position and results of operations that would have been achieved had the Business Combination and related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial information may not be useful in predicting the future financial condition and results of operations of Holdings. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of the unaudited pro forma condensed combined financial information and are subject to change as additional information becomes available and analysis is performed. This information should be read together with Swvl's and SPAC's audited financial statements and related notes, as applicable, and the sections titled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Swvl," and "Management's Discussion and Analysis of Financial Condition and Results of Operations of SPAC'' and other financial information included elsewhere in this proxy statement/prospectus.

Description of the Business Combination

On July 28, 2021, SPAC, Swvl, Holdings, Cayman Merger Sub and BVI Merger Sub entered into the Business Combination Agreement. Pursuant to the Business Combination Agreement, and subject to the terms and conditions contained therein, the Business Combination will be effected in four steps: (a) in accordance with the Cayman Companies Act at the SPAC Merger Effective Time, SPAC will merge with and into Cayman Merger Sub, with Cayman Merger Sub surviving the SPAC Merger and becoming the sole owner of BVI Merger Sub; (b) concurrently with the consummation of the SPAC Merger, and subject to the BVI Companies Act, Holdings will redeem each Holdings Common Share A and each Holdings Common Share B issued and outstanding immediately prior to the SPAC Merger for par value, (c) following the SPAC Merger and subject to the Cayman Companies Act and the BVI Companies Act, the SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings, and (d) following the BVI Merger Sub Distribution, but no earlier than one business day after the SPAC Merger, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into Swvl, with Swvl surviving the Company Merger as a wholly owned Subsidiary of Holdings. Please see the section entitled "The Business Combination" for additional information about the Business Combination Agreement and the other transactions contemplated thereby.

SPAC Merger

At the SPAC Merger Effective Time, which will occur not less than one business day prior to the Company Merger:

- by virtue of the SPAC Merger and without any action on the part of SPAC, Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of any of the following securities:
    - each then-outstanding Cayman Merger Sub Common Share will be automatically converted into one share of the SPAC Surviving Company, which will constitute the only outstanding shares of the SPAC Surviving Company;
    - each then-outstanding SPAC Class A Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share A; and
    - each then-outstanding SPAC Class B Ordinary Share will be automatically cancelled, extinguished and converted into the right to receive one Holdings Common Share B;
- each then-outstanding fraction of or whole SPAC Warrant will be automatically assumed and converted into a fraction or whole Holdings Warrant, as the case may be, to acquire (in the case of a whole Holdings Warrant) one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrants; and
- without duplication of the foregoing, each then-outstanding SPAC Unit, comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant, will be automatically cancelled, extinguished and converted into a new Holdings Unit, comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

Company Merger

At the Company Merger Effective Time:

- by virtue of the Company Merger and without any action on the part of Cayman Merger Sub, BVI Merger Sub, Swvl, Holdings or the holders of any of the following securities:
    - each then-outstanding BVI Merger Sub Common Share will be automatically cancelled, extinguished and converted into one share no par value in the Swvl Surviving Company, which shall constitute the only issued and outstanding shares of the Swvl Surviving Company;
    - all Swvl Shares held in the treasury of Swvl will be automatically cancelled and extinguished, and no consideration shall be delivered in exchange therefor; and
    - each then-outstanding Swvl Share will be automatically cancelled, extinguished and converted into the right to receive (x) a number of Holdings Common Shares A equal to the Exchange Ratio and (y) upon an Earnout Triggering Event (or the date on which a Change of Control occurs), the Per Share Earnout Consideration (with any fractional share to which any holder of Swvl Shares would otherwise be entitled rounded down to the nearest whole share), in each case, without interest;
- each then-outstanding and unexercised Swvl Option, whether or not vested, will be assumed and converted into (i) an Exchanged Option and (ii) a number of Earnout RSUs in respect of a number of Earnout RSU Shares that will be issued in settlement of Earnout RSUs, as described in the section entitled “Earnouts” below, equal to the number of Swvl Common Shares B subject to such Swvl Option (assuming payment in cash of the exercise price of such Swvl Option) immediately prior to the Company Merger Effective Time multiplied by the Per Share Earnout Consideration;
- the Swvl Convertible Notes, other than any Swvl Exchangeable Notes, will convert into the right to receive Holdings Common Shares A as if such Swvl Convertible Notes had first converted into Swvl

Common Shares A in accordance with their terms immediately prior to the Company Merger Effective Time and immediately thereafter each such Swvl Common Share A was cancelled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio;

- each Swvl Exchangeable Note will be exchanged for a number of Holdings Common Shares A at an exchange price of $8.50 per share;
- in accordance with the Holdings A&R Articles, each then-outstanding Holdings Common Share B will be converted, on a one-for-one basis, into one Holdings Common Share A; and
- pursuant to their terms, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time will be automatically separated in accordance with the Holdings A&R Articles.

Concurrently with the execution of the Business Combination Agreement, SPAC, Swvl and Holdings entered into Subscription Agreements with PIPE Investors, pursuant to which the PIPE Investors agreed to subscribe for and purchase, and Holdings agreed to sell to the PIPE Investors in a private placement at the Company Merger Effective Time, Holdings Common Shares A for a purchase price of $10.00 per share, representing the PIPE Subscription Amount of $100 million. On August 25, 2021, certain PIPE Investors pre-funded Swvl with $35.5 million of the PIPE Subscription Amount by purchasing the Swvl Exchangeable Notes. At the Company Merger Effective Time, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange Price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of each applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes. As a result, the PIPE Investors will fund $64.5 million at the Company Merger Effective Time pursuant to the PIPE Subscription Agreements. The aggregate number of Holdings Common Shares A issuable in connection with the PIPE Subscription Agreements and the Swvl Exchangeable Notes is 10,626,471.

Therefore, as a result of the Business Combination, Swvl Shareholders, SPAC shareholders and the PIPE Investors will receive Holdings Common Shares A as per the table included below under "Basis of Pro Forma Presentation", in addition to the 17,433,333 Holdings Warrants that will be issued to SPAC shareholders.

Earnouts

During the Earnout Period, Holdings may issue up to an aggregate of 15,000,000 additional Holdings Common Shares A to Eligible Swvl Equityholders in three equal tranches upon the occurrence of each Earnout Triggering Event (or earlier on Change of Control). The portion of such Holdings Common Shares A issuable to Eligible Swvl Equityholders who hold Swvl Options will instead be issued to such holders as Earnout RSUs at the Company Merger Effective Time, which will be subject to potential forfeiture and which will be able to be settled in Holdings Common Shares A upon the occurrence of the applicable Earnout Triggering Events (or earlier Change of Control). Please see the section entitled "The Business Combination — Earnout" for additional information.

For more information about the Business Combination, please see the section entitled "The Business Combination." A copy of the Business Combination Agreement is attached to this proxy statement/ prospectus as *Annex A*.

Anticipated Accounting Treatment

The Business Combination will be accounted for as a capital reorganization. Under this method of accounting, SPAC will be treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination will be treated as the equivalent of Swvl issuing shares at the closing of the Business Combination for the net assets of SPAC as of the Closing Date, accompanied by a recapitalization. The net assets of SPAC will be stated at historical cost, with no goodwill or other intangible assets recorded.

Swvl has been determined to be the accounting acquirer based on the following:

- Swvl's shareholders will have the largest voting interest in Holdings under each of the scenarios described below under "Basis of Pro Forma Presentation";
- Swvl has the ability to nominate the majority of the members of the board of directors of Holdings;
- The existing senior management of Swvl will constitute the senior management of Holdings;
- The business of Swvl will comprise the ongoing operations of Holdings; and
- Swvl is the larger entity, both in terms of substantive operations and number of employees.

The Business Combination is not within the scope of IFRS 3, Business Combinations ("IFRS 3") because SPAC does not meet the definition of a business in accordance with IFRS 3. Rather, the Business Combination will be accounted for within the scope of IFRS 2, Share-based Payment ("IFRS 2"). Any excess of fair value of equity in Holdings issued to participating shareholders of SPAC over the fair value of SPAC's identifiable net assets acquired represents compensation for the service of a stock exchange listing, which is expensed as incurred. The fair value of Holdings equity, and ultimately the expense recognized in accordance with IFRS 2, may differ materially from the unaudited pro forma condensed combined financial information, due to developments occurring prior to the date of consummation of the Business Combination.

The PIPE Subscription Agreements related to the PIPE Financing, which were executed concurrently with the Business Combination Agreement, will result in the issuance of Holdings Common Shares A, leading to an increase in share capital and share premium along with a corresponding increase in cash and cash equivalents reflecting the PIPE Funds.

Basis of Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared using the three redemption scenarios set forth below with respect to the potential redemption by SPAC Public Shareholders of SPAC Class A Ordinary Shares for cash equal to their pro rata share of the aggregate amount on deposit in the Trust Account:

- **Scenario 1: Assuming No Redemptions**: This presentation assumes that none of the SPAC Public Shareholders exercise redemption rights with respect to their SPAC Class A Ordinary Shares upon the consummation of Business Combination.
- **Scenario 2: Assuming Redemptions up to Minimum Cash Condition**: The Business Combination Agreement provides that the obligation of Swvl to consummate the Business Combination is conditioned on SPAC and Holdings collectively having cash on hand equal to or in excess of $185 million after consummation of the PIPE Financing, after the distribution of the funds in the Trust Account (and deducting all amounts to be paid pursuant to the exercise of redemption rights of SPAC Public Shareholders) and without taking into account (i) any transaction fees, costs and expenses paid or required to be paid (including Swvl Expenses and SPAC Expenses) in connection with the transactions contemplated by the Business Combination Agreement and the PIPE Financing or (ii) any cash held by Swvl or any of its Subsidiaries. This presentation assumes an amount of redemptions by the SPAC Public Shareholders that would result in SPAC and Holdings collectively holding $185 million, including $100 million in proceeds from the PIPE Financing. As a result, this presentation assumes that SPAC Public Shareholders exercise their redemption rights with respect to 26,000,000 SPAC Class A Ordinary Shares upon consummation of the Business Combination for an aggregate cash payment of approximately $260 million (based on a per share redemption price of approximately $10.00 per share) from the Trust Account, which held a fair value of marketable securities as of June 30, 2021 of approximately $345 million, thereby leaving a balance of $85 million in the Trust Account.

- **Scenario 3: Assuming Maximum Redemptions**: This presentation assumes that the SPAC Public Shareholders exercise their redemption rights with respect to 30,639,823 SPAC Class A Ordinary Shares upon consummation of the Business Combination for an aggregate cash payment of approximately $306 million (based on a per share redemption price of approximately $10.00 per share) from the Trust Account, thereby leaving a balance of $38.6 million in the Trust Account. Such number of redeemable shares is derived from the number of issued and outstanding SPAC Public Shares *less* the number of SPAC Public Shares held by the Key SPAC Shareholders that are subject to the non-redemption restrictions of the SPAC Shareholder Support Agreement and is based on the assumption that no such SPAC Public Shares are sold by the Key SPAC Shareholders prior to the date on which SPAC Public Shareholders must elect to exercise their redemption rights. This scenario would not be possible unless Swvl waives the minimum cash condition described above, and there can be no certainty that Swvl would waive such condition. Scenario 3 gives effect to all pro forma adjustments contained in Scenarios 1 and 2, as well as additional adjustments to reflect the effect of the additional redemptions.

Upon Closing, the ownership of Holdings will be as follows:

	Assuming no redemptions		Assuming redemptions up to the minimum cash condition		Assuming maximum redemptions	
	Shares	%	Shares	%	Shares	%
Swvl Shareholders (1)	101,591,814	65%	101,591,814	78%	101,591,814	81%
SPAC Public Shareholders	34,500,000	22%	8,500,000	7%	3,860,177	3%
Sponsor (2)	8,625,000	6%	8,625,000	7%	8,625,000	7%
PIPE Investors	10,626,471	7%	10,626,471	8%	10,626,471	9%
Total	155,343,285	100%	129,343,285	100%	124,703,462	100%

(1) The shareholding of Swvl excludes the impact of shares issuable under the earnout arrangement, in aggregate, a maximum of 15,000,000 Holdings Common Shares A issuable to Eligible Swvl Equityholders upon the occurrence of Earnout Triggering Events (i.e. achieving a share price of $12.5 (Triggering Event I), $15 (Triggering Event II) and $17.5 (Triggering Event III)) or earlier on the Change of Control. Furthermore, the number of shares also includes cash exercise of the Exchanged Options for Holdings Common Shares A.

(2) Consists of 8,625,000 of Holdings Common Shares A acquired by the Sponsor as holder of SPAC Class B Ordinary Shares in connection with the Business Combination.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION AS OF DECEMBER 31, 2020 (in thousands)

	Swvl (IFRS Historical)	SPAC (US GAAP - Adjusted)	IFRS Policy and Presentation Alignment (Note 2)	Scenario 1 Assuming No Redemptions: Transaction Accounting Adjustments		Scenario 1 Assuming No Redemptions: Pro Forma Combined	Scenario 2 Assuming Maximum Redemptions up to Minimum Cash Condition: Additional Transaction Accounting Adjustments		Scenario 2 Assuming Maximum Redemptions up to Minimum Cash Condition: Pro Forma Combined	Scenario 3 Assuming Maximum Redemptions: Additional Transaction Accounting Adjustments		Scenario 3 Assuming Maximum Redemptions: Pro Forma Combined
Assets												
Non-current assets												
Marketable securities held in Trust Account	—	345,000		(345,000)	E	—	—		—	—		—
Property, plant and equipment	510	—		—		510	—		510	—		510
Right-of-Use assets	864	—		—		864	—		864	—		864
Deferred offering costs		281		—		281	—		281	—		281
Deferred tax asset	9,914	—		—		9,914	—		9,914	—		9,914
Total non-current assets	**11,288**	**345,281**		**(345,000)**		**11,569**	**—**		**11,569**	**—**		**11,568**
Current assets												
Cash and cash equivalents	10,349	2,980		27,700	A	492,018	(260,000)	B	232,018	(46,398)	E	185,620
				345,000	E							
				(9,996)	F							
				100,000	G							
				15,985	D							
Accounts receivable	2,860	—		—		2,860	—		2,860	—		2,860
Prepaid expenses	225	—		—		225	—		225	—		225
Due from shareholder	36	—		—		36	—		36	—		36
Total current assets	**13,470**	**2,980**		**478,689**		**495,139**	**(260,000)**		**235,139**	**(46,398)**		**188,741**
Total assets	**24,758**	**348,261**		**133,689**		**506,708**	**(260,000)**		**246,708**	**(46,398)**		**200,309**
Liabilities and shareholders' equity									—			
Shareholders' equity												
Class A ordinary shares, $0.0001 par value; 30,330,143 shares subject to possible redemption at $10.00 per share	—	303,301	(303,301)	—		—	—		—	—		
Class A ordinary shares, $0.0001 par value; 500,000,000 shares authorized; 4,169,857 shares issued and outstanding (excluding 30,330,143 shares subject to possible redemption)	—	—		—		—	—		—	—		
Class B ordinary shares, $0.0001 par value; 50,000,000 shares authorized; 8,625,000 shares issued and outstanding	—	1		(1)	B	—	—		—	—		

	Swvl (IFRS Historical)	SPAC (US GAAP - Adjusted)	IFRS Policy and Presentation Alignment (Note 2)	Scenario 1 Assuming No Redemptions: Transaction Accounting Adjustments		Scenario 1 Assuming No Redemptions: Pro Forma Combined	Scenario 2 Assuming Maximum Redemptions up to Minimum Cash Condition: Additional Transaction Accounting Adjustments		Scenario 2 Assuming Maximum Redemptions up to Minimum Cash Condition: Pro Forma Combined	Scenario 3 Assuming Maximum Redemptions: Additional Transaction Accounting Adjustments		Pro Forma Combined
Share capital (Holdings)	—	—		1	A	16	(3)	B	13	(—)		13
				4	B							
				10	D							
				1	G							
Share capital (Swvl BVI)	88,882	—		(88,882)	D	—	—		—			
Additional paid-in capital		16,034		(16,034)	B	—	—		—			
Share premium		—		27,699	A	626,540	(259,997)	B	380,335	(46,398)	B	336,958
				313,035	B		13,792	C		3,021	C	
				110,379	D							
				92,128	C							
				99,999	G							
				(16,700)	H							
Accumulated deficit	(74,650)	(6,297)		6,297	B	(186,812)	(13,792)		(200,604)	(3,021)		(203,625)
				(92,128)	C							
				(17,830)	H							
				(2,204)	D							
Other reserves	4,179	—		(3,318)	D	860	—		860			860
Total equity	**18,411**	**313,039**	**(303,301)**	**412,456**		**440,604**	**(260,000)**		**180,604**	**(46,398)**		**134,206**
Non-current liabilities									—			
Provision for EOSB	165	—		—		165	—		165	—		165
Lease liabilities	626	—		—		626	—		626	—		626
Other non-current liabilities		—		—		—	—		—	—		—
Deferred underwriting commissions	—	9,996		(9,996)	F	—	—		—	—		—
Derivative warrants liabilities		24,957	—	—		24,957	—		24,957	—		24,957
Class A ordinary shares, $0.0001 par value; 30,330,143 shares subject to possible redemption at $10.00 per share			303,301	(303,301)						—		—
Total non-current liabilities	**791**	**34,953**	**303,301**	**(313,297)**		**25,748**	**—**		**25,748**	**—**		**25,747**
Current liabilities									—			
Accounts payable	3,939	10		34,530	H	38,479	—		38,479	—		38,479
Tax liabilities	1,315	—		—		1,315	—		1,315	—		1,315
Lease liabilities	303	—		—		303	—		303	—		303
Other current liabilities		190		—		190	—		190	—		190
Note payable to related party		68		—		68	—		68	—		68
Total current liabilities	**5,557**	**268**		**34,530**		**40,356**	**—**		**40,356**	**—**		**40,356**
Total liabilities	**6,348**	**35,221**	**303,301**	**(278,767)**		**66,104**			**66,104**	**—**		**66,104**
Total liabilities and shareholders' equity	**24,759**	**348,260**	**—**	**133,689**		**506,708**	**(260,000)**		**246,708**	**(46,398)**		**200,309**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS FOR YEAR ENDED DECEMBER 31, 2020
(in thousands, except share and per share data)

			Scenario 1 Assuming No Redemptions			Scenario 2 Assuming Maximum Redemptions up to Minimum Cash Condition			Scenario 3 Assuming Maximum Redemptions	
	Swvl (IFRS Historical)	SPAC (US GAAP)	Transaction Accounting Adjustments		Pro Forma Combined	Transaction Accounting Adjustments		Pro Forma Combined	Transaction Accounting Adjustments	Pro Forma Combined
Revenue	17,312	—	—		17,312	—		17,312	—	17,312
Cost of sales	(26,414)	—	—		(26,414)	—		(26,414)	—	(26,414)
Gross loss	**(9,101)**	**—**	**—**		**(9,101)**	**—**		**(9,101)**	**—**	**(9,101)**
General and administrative expenses	(18,584)	(12)	(92,128)	BB	(130,758)	(13,792)	B	(144,550)	(3,021)	(147,571)
			(17,830)	AA						
			(2,204)	CC						
Selling and marketing costs	(4,727)	—	—		(4,727)	—		(4,727)	—	(4,727)
Provision for expected credit loss	(729)				(729)			(729)		(729)
Other expenses	(245)	—	—		(245)	—		(245)	—	(245)
Operating loss	**(33,387)**	**(12)**	**(112,162)**		**(145,560)**	**(13,792)**		**(159,352)**	**(3,021)**	**(162,373)**
Other income	590	—	—		590	—		590	—	590
Finance cost, net (including offering costs on warrants)	(84)	—	(234)	AA	(318)	—		(318)	—	(318)
Loss for the year	**(32,881)**	**(12)**	**(112,396)**		**(145,288)**	**(13,792)**		**(159,080)**	**(3,021)**	**(162,101)**
Tax	3,156	—	—		3,156	—		3,156	—	3,156
Net loss	**(29,725)**	**(12)**	**(112,396)**		**(142,132)**	**(13,792)**		**(155,924)**	**(3,021)**	**(158,945)**

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

1. Basis of Presentation

The unaudited pro forma condensed combined statement of financial position as of December 31, 2020 assumes that the Business Combination occurred on December 31, 2020. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 presents a pro forma effect to the Business Combination as if it had been completed on January 1, 2020. The historical balance sheet of SPAC as of December 31, 2020 has been adjusted as if SPAC's IPO took place on December 31, 2020 rather than January 22, 2021 and reflects the following transactions:

- The proceeds from the issuance of the SPAC Units and SPAC Private Placement Warrants;
- The transaction costs incurred on the issuance of SPAC Units and SPAC Private Placement Warrants; and
- The loss on initial recognition of SPAC Private Placement Warrants.

These periods are presented on the basis that Swvl is the accounting acquirer.

The unaudited pro forma condensed combined financial information has been prepared using, and should be read in conjunction with, the following:

- The historical audited consolidated financial statements of Swvl as of December 31, 2020 and for the year ended December 31, 2020 and the related notes included elsewhere in this proxy statement/prospectus; and
- The historical audited financial statements of SPAC as of and for the year ended December 31, 2020 included elsewhere in this proxy statement/prospectus.

The historical financial statements of Swvl have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS"). The historical financial statements of SPAC have been prepared in accordance with generally accepted accounting principles in the United States ("US GAAP"). The historical financial information of SPAC has been adjusted to give effect to the differences between US GAAP and IFRS for the purposes of the unaudited pro forma condensed combined financial information. The presentation and reporting currency of both Swvl and SPAC is the US Dollar.

The adjustments presented in the unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an accurate understanding of Holdings after giving effect to the Transactions. Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The pro forma adjustments reflecting the consummation of the Transactions are based on certain currently available information and certain assumptions and methodologies that Swvl management believes are reasonable under the circumstances. Adjustments in the unaudited pro forma condensed combined financial information, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination taken

place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the post-combination company. They should be read in conjunction with the historical financial statements and notes thereto of Swvl and SPAC.

2. IFRS Policy and Presentation Alignment

The following adjustments were made to the historical financial information of SPAC to give effect to the differences between US GAAP and IFRS for the purposes of the unaudited pro forma condensed combined financial information. The only adjustment required to convert SPAC's financial statements from US GAAP to IFRS for the purposes of the unaudited pro forma condensed financial information was to reclassify the SPAC Class A Ordinary Shares, subject to possible redemption from equity to non-current financial liabilities under IFRS.

3. Adjusted Balance Sheet of SPAC

The following table provides the adjusted balance sheet of SPAC as of December 31, 2020 as if SPAC's IPO took place on December 31, 2020.

	SPAC (Historical)	Adjustments		SPAC (Adjusted)
Current assets				
Cash and cash equivalents	—	2,980	(1), (2)	2,980
Total current assets	**—**	**2,980**		**2,980**
Marketable securities held in Trust Account	—	345,000	(3)	345,000
Deferred offering costs	281	—	(2)	281
Total non-current assets	**281**	**345,000**	**—**	**345,281**
Total assets	**281**	**347,980**		**348,261**
Liabilities and shareholders' equity				
Current liabilities				
Accounts payable	10	—	—	10
Other current liabilities	190	—	—	190
Note payable to related party	68	—	—	68
Total current liabilities	**268**	**—**	**—**	268
Non-current liabilities				
Deferred underwriting commissions	—	9,996	(4)	9,996
Derivative warrant liabilities	—	24,957	—	24,957
Total non-current liabilities	—	**34,953**	—	**34,953**
Shareholders' equity	—			
Class A ordinary shares, $0.0001 par value; 30,330,143 shares subject to possible redemption at $10.00 per share	—	303,301	(3)	303,301
Class A ordinary shares, $0.0001 par value; 500,000,000 shares authorized; 4,169,857 shares issued and outstanding (excluding 30,330,143 shares subject to possible redemption)	—	—	—	—
Class B ordinary shares, $0.0001 par value; 50,000,000 shares authorized; 8,625,000 shares issued and outstanding	1	—	—	1
Additional paid-in capital	24	16,011	(2), (3), (4)	16,035
Accumulated deficit	(12)	(6,285)	—	(6,297)
Total shareholders' equity	**13**	**313,027**	**—**	**313,040**
Total liabilities and shareholders' equity	**281**	**347,980**	**—**	**348,261**

(1) Represents the proceeds from the issuance of SPAC Private Placement Warrants amounting to $8.9 million;
(2) Represents payment of offering costs associated with the IPO and concurrent private placement of $5.9 million
(3) Represents issuance of 34,500,000 SPAC Class A Ordinary Shares for gross proceeds of $345 million, including approximately $303.3 million related to 30,330,143 SPAC Class A Ordinary Shares which are subject to possible redemption recognized in temporary equity under US GAAP.
(4) Represents accrual of deferred underwriting commissions of $5.2 million reflected as decrease in additional paid-in capital.

4. Pro Forma Adjustments

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statement of Financial Position

A) Reflects the proceeds related to the issuance and conversion of Swvl Convertible Notes (which are separate and distinct from the Swvl Exchangeable Notes issued to PIPE Investors under pre-funded commitments) as if they were issued on December 31, 2020. During the first half of 2021, Swvl issued Swvl Convertible Notes (excluding Swvl Exchangeable Notes), which resulted in $27.7 million in cash proceeds. Upon consummation of the Business Combination, Swvl Convertible Notes (excluding Swvl Exchangeable Notes) shall be converted into approximately 7.7 million Holdings Common Shares A in accordance with the Business Combination Agreement. Conversion of the Swvl Convertible Notes (excluding Swvl Exchangeable Notes) results in an increase to share capital of approximately $0.8 million and a $27.7 million increase to share premium.

B) Reflects the exchange of issued and outstanding SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares, SPAC Public Warrants and SPAC Private Placement Warrants for Holdings Common Shares A and Holdings Warrants as applicable. The Transaction is accounted for in accordance with IFRS 2 with an expense reflected for the difference between the fair value of Holdings Common Shares A and Holdings Warrants issued to SPAC's shareholders and warrant holders, as compared to the fair value of SPAC's net assets contributed.

The number of Holdings Common Shares A issued and the expense recognized in the exchange will vary under each scenario.

- *Scenario 1 (Assuming no redemptions)*: Assuming the holders of redeemable SPAC Class A Ordinary Shares will not exercise their redemption rights, Holdings will issue 43,125,000 Holdings Common Shares A and 17,433,333 Holdings Warrants and will recognize share capital of $4 thousand, share premium of approximately $431 million and $25 million against the Holdings Warrants in exchange for all outstanding SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares and SPAC Warrants.
- *Scenario 2 (Assuming redemptions up to Minimum Cash Condition)*: Assuming the holders of 26,000,000 redeemable SPAC Class A Ordinary Shares exercise their redemption rights resulting in a decrease of $260.0 million to the marketable securities held in Trust Account, Holdings will issue 17,125,000 Holdings Common Shares A and 17,433,333 Holdings Warrants and will recognize share capital of approximately $2 thousand and share premium of $171 million and $25 million against the Holdings Warrants in exchange for all outstanding SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares and SPAC Warrants.
- *Scenario 3 (Assuming maximum redemptions)*: Assuming the holders of 30,639,823 redeemable SPAC Class A Ordinary Shares exercise their redemption rights resulting in a decrease of approximately $306.4 million to the marketable securities held in Trust Account. Holdings will issue 12,485,177 Holdings Common Shares A and 17,433,333 Holdings Warrants and will recognize the share capital of

$1 thousand and share premium of $125 million and $25 million against the Holdings Warrants in exchange for all outstanding SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares and SPAC Warrants.

SPAC's adjusted historical SPAC Class A Ordinary Shares (subject to possible redemption) and equity, including additional paid-in capital, accumulated deficit, and SPAC Class A Ordinary Shares (excluding the SPAC Class A Ordinary Shares subject to possible redemption) and SPAC Class B Ordinary Shares are eliminated under each scenario.

C) In accordance with IFRS 2, the excess of the fair value of Holdings Common Shares A issued and the fair value of SPAC's identifiable net assets at the date of the Business Combination is recognized as an expense resulting in an increase to accumulated loss of approximately $92.1 million, $105.9 million and $108.9 million assuming no redemptions, redemptions up to Minimum Cash Condition and maximum redemptions, respectively. The fair value of shares issued was estimated based on a market price of $10 per share, $0.9 per public warrant and $2.5 per private warrant (as of December 31, 2020).

This expense may differ materially due to changes in the market price prior to the date of consummation of the Business Combination.

The estimated fair value of equity instruments issued to SPAC Shareholders, which include Holdings Common Shares A and Holdings Warrants, considers the impact of Holdings Common Shares A contingently issuable to Eligible Swvl Equityholders on the occurrence of the Earnout Triggering Events or earlier, upon a Change of Control, in accordance with the earnout provisions. Please see the section entitled "The Business Combination — Earnout" for additional information on such provisions. This effect of the earnout limits the fair value of shares issued to SPAC Shareholders and warrant holders. Since there is no service condition attached to these Earnout Shares, their impact is taken immediately by reducing the fair value of shares and warrants issued to SPAC Shareholders and warrant holders. The valuation of the Earnout Shares and warrants will be reperformed near the Closing Date and this is likely to have an impact on the approximate calculation of $92.1 million, $105.9 million and $108.9 million under no redemptions, redemptions up to the Minimum Cash Condition and maximum redemptions scenarios, respectively.

The expense ultimately recorded by Swvl in accordance with IFRS may differ materially from the amounts presented in the unaudited pro forma condensed combined financial information, due to changes in the fair value of the combined company's equity, including the value of Holdings Common Shares A and warrants to purchase Holdings Common Shares A.

The following outlines the impact of the potential dilution on the fair value per Holdings Common Share A based upon the valuation of the earnout arrangement.

Scenario 1 - Assuming no redemptions

The fair value of share consideration of $405.2 million and SPAC's net assets of approximately $313 million result in an excess of the fair value of the shares issued over the value of the net monetary assets acquired of approximately $92.1 million. Assuming no redemptions, this was reflected as a transaction expense of approximately $92.1 million for the services provided by SPAC in connection with the listing. The fair value calculation of approximately $405.2 million is based on the combined company estimated fair value derived from Holdings enterprise valuation of approximately $1.6 billion and the level of ownership that existing shareholders of Swvl will have in Holdings of approximately 67%, after taking into account the earnout arrangement for Swvl Shareholders.

(in thousands)	
Fair value of share consideration	$ 405,168
SPAC's net assets	($313,040)
Transaction expense	92,128

Scenario 2 - Assuming maximum redemptions up to Minimum Cash Condition

Assuming the maximum amount of redemptions that would be possible without resulting in the failure of the minimum cash condition to be satisfied, the ownership in Holdings changes to 80% resulting in a reduction to the enterprise fair value. SPAC's ownership percentage of 12% results in the fair value of the

share consideration of approximately $159 million. Similarly, there is a reduction in the net assets by $260 million based on the redemptions, which results in a fair value excess of approximately $105.9 million. The $13.8 million adjustment is to reflect this excess.

(in thousands)	
Fair value of share consideration	$ 158,960
SPAC's net assets	($ 53,040)
Transaction expense	$ 105,920
Less: Transaction expense under no redemptions scenario	$ (92,128)
Maximum redemptions up to minimum cash condition scenario adjustment	$ 13,792

Scenario 3 - Assuming maximum redemptions

Assuming the maximum amount of redemptions (which would require a waiver by Swvl of the minimum cash condition under the Business Combination Agreement), the ownership of Holdings changes to 82.7% resulting in a reduction to the enterprise fair value. SPAC's ownership percentage of 9.5% results in the fair value of the share consideration of approximately $115.6 million. Similarly, there is a reduction in the net assets by approximately $306.4 million based on the redemptions, which results in a fair value excess of approximately $108.9 million. The $3 million adjustment is to reflect this excess.

(in thousands)	
Fair value of share consideration	$ 115,583
SPAC's net assets	($ 6,642)
Transaction expense	$ 108,942
Less: Transaction expense under redemptions up to the minimum cash condition redemptions scenario	$ (105,920)
Maximum Scenario adjustment	$ 3,021

D) Reflects the adjustments to share capital and share premium after the contribution of Swvl's shares outstanding to Holdings in exchange for 101,591,814 Holdings Common Shares A resulting in an increase to share capital and share premium of approximately $10 thousand and $88.9 million, respectively. Swvl's historical share capital of $88.9 million is eliminated.

This adjustment also reflects the exercise of all Exchanged Options held by the Swvl Option Holders, resulting in increases to cash and cash equivalents, share capital, and share premium of approximately $16 million, $1 thousand, and $21.5 million, respectively. In connection with the exercise of these options, the employee share scheme reserve in the historical financial statements of Swvl is reversed, resulting in a reduction to the other reserves of approximately $3.3 million, while accumulated deficit increases by approximately $2.2 million to account for the accelerated vesting associated with the Exchanged Options. The accelerated vesting is also reflected as an expense in the unaudited pro forma condensed combined statement of operations.

E) Reflects the reclassification of marketable securities held in Trust Account to cash and cash equivalents. These funds become available to the combined company following the Business Combination.

F) Reflects the settlement of approximately $10.0 million in deferred underwriting commissions following consummation of the Business Combination.

G) Reflects proceeds from the PIPE Financing, which results in additional cash proceeds of $100.0 million and corresponding increases in share capital and share premium of approximately $1 thousand and $100.0 million, respectively.

H) Reflects preliminary estimated transaction costs expected to be incurred by Swvl and SPAC of approximately $20.5 million and $14 million, respectively, for advisory, banking, printing, legal and accounting fees incurred as part of the Business Combination.

For SPAC's transaction costs, $0.5 million represents equity issuance costs related to the PIPE Financing, which is reflected as a reduction in share premium. The remaining amount of $13.5 million is reflected as an increase to accumulated deficit. These costs have been excluded from the unaudited pro forma condensed combined statement of operations. SPAC's estimated transaction costs excludes the deferred underwriting commissions as described in (F) above which has been accrued as of the pro forma balance sheet date as described in note 3.

For Swvl's transaction costs, none of these fees have been incurred and accrued in the historical financial statements for the year ended December 31, 2020. $16.2 million represents equity issuance costs capitalized in share premium, assuming no redemptions, redemptions up to minimum cash condition and maximum redemptions. The remaining amount of approximately $4.3 million, assuming no redemptions, redemptions up to minimum cash condition and maximum redemptions, is included as an expense through accumulated loss and is reflected in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 as discussed in (AA) below.

It is assumed that these transaction costs will be paid subsequent to the Closing Date.

The following tables summarize the above mentioned transaction costs and the related treatment within the unaudited pro forma condensed combined financial information:

Estimated SPAC transaction costs (in thousands)	**Pro forma adjustment**	**Assuming no redemptions**	**Assuming redemptions up to minimum cash condition**	**Assuming maximum redemptions**
Transaction costs eligible for capitalization		500	500	500
Transaction costs not eligible for capitalization (1)	H	13,500	13,500	13,500
Total SPAC transaction costs		**14,000**	**14,000**	**14,000**

1) Consistent with the accounting for a capital raising transaction by Swvl, such costs are excluded from the unaudited pro forma condensed combined statement of operations, but are reflected as a reduction of the net assets of SPAC when calculating the IFRS 2 expense.

Estimated Swvl transaction costs (in thousands)	**Pro forma adjustment**	**Assuming no redemptions**	**Assuming redemptions up to minimum cash condition**	**Assuming maximum redemptions**
Transaction costs eligible for capitalization (2)		16,200	16,200	16,200
Transaction costs not eligible for capitalization	H	4,330	4,330	4,330
Transaction costs expensed/accrued in FY 2020		**20,530**	**20,530**	**20,530**

2) Direct and incremental transaction costs related to the Business Combination were allocated on a pro rata basis between the Holdings Shares issued to former SPAC Public Shareholders, which were charged directly to equity, and Swvl Shareholders, which were charged to expense.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations

The transaction accounting adjustments included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 are as follows:

(AA) Reflects the estimated transaction costs of approximately $17.8 million to be expensed and incurred by Swvl and SPAC, assuming no redemptions, redemptions up to minimum cash condition and maximum redemptions scenarios, as part of the Business Combination, as described in (H).

(BB) Represents approximately $92.1 million, $105.9 million and $108.9 million of expense recognized assuming no redemptions, redemptions up to minimum cash condition and maximum redemptions scenarios, respectively, in accordance with IFRS 2, for the difference between the fair value of Holdings Common Shares A and Holdings Warrants issued and the fair value of SPAC's identifiable net assets, as described in (C), taking into account the impact of the earnout arrangement. These costs are a nonrecurring item.

(CC) Represents accelerated vesting associated with the Exchanged Options, as discussed in (D) above.

5. Net Loss per Share

Represents the net loss per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination and related transactions, assuming the shares were outstanding since January 1, 2020. As the Business Combination and related transactions are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares issued in connection with the Business Combination have been outstanding for the entire period presented. As Holdings was in a net loss under all scenarios for the year ended December 31, 2020, giving effect to outstanding warrants was not considered in the calculation of diluted net loss per share, since the inclusion of such warrants would be anti-dilutive. The 15,000,000 Earnout Shares are subject to certain share price targets such that they are not determined to be participating securities at issuance, and are not included in the calculation of pro forma EPS for the year ended December 31, 2020.

The unaudited pro forma condensed combined financial information has been prepared assuming three alternative levels of redemption of SPAC Public Shares:

	For the year ended December 31, 2020		
	Assuming no redemptions	Assuming redemptions up to minimum cash condition	Assuming maximum redemptions
Pro forma net loss ($ in thousands)	(142,133)	(155,925)	(158,946)
Weighted average shares outstanding (basic and diluted) (in thousands)	155,343	129,343	124,703
Net loss per share (basic and diluted	(0.91)	(1.21)	(1.27)
Weighted average shares outstanding (basic and diluted) (in thousands)			
Swvl Shareholders	101,592	101,592	101,592
SPAC Public Shareholders	34,500	8,500	3,860
Sponsor	8,625	8,625	8,625
PIPE Investors	10,626	10,626	10,626
Total	**155,343**	**129,343**	**124,703**

INFORMATION ABOUT SWVL

Unless the context otherwise requires, all references in this section to "we", "us" or "our" refer to the business of Swvl Inc. and its subsidiaries prior to the Business Combination.

Overview

We are a technology-driven disruptive mobility company that aims to provide reliable, safe, cost-effective and environmentally responsible mass transit solutions. Our mission is to identify and solve inefficiencies associated with low-quality or sometimes non-existent public transportation infrastructure in urban areas that are in critical need of such services. Our technology and services provide commuters, travelers and businesses with a valuable alternative to traditional public transportation, taxi companies or other ridesharing companies. Through our Swvl platform, we provide thousands of riders per day with a dynamically-routed self-optimizing network of minibuses and other vehicles, helping people get where they need to go.

Our core product is our B2C Swvl Retail offering, which provides riders with a network of minibuses and other vehicles running on fixed or semi-fixed routes within cities. Commuters use our Swvl mobile application to book rides between pre-defined pick-up points located throughout the city. Our service is powered by a suite of proprietary technologies that regularly optimize routing, predict rider demand, set pricing and provide a seamless user experience for customers and drivers. We believe that our platform offers a transportation alternative that is more efficient, reliable and safe than traditional public transportation options, at an accessible price point. This has allowed us to grow our business rapidly. As of July 31, 2021, more than 1.6 million users have booked more than 55 million rides on Swvl.

With our Swvl Travel offering, riders can book rides on long-distance intercity routes on either vehicles available exclusively through the Swvl platform or through third-party services marketed through Swvl.

Leveraging the technology that we use for our Retail and Travel offerings, we also offer "transport as a service" ("TaaS") enterprise products (marketed as Swvl Business) for businesses, schools, municipal transit agencies and other customers that operate their own transportation programs. These products include, among other things, access to our Swvl Business platform, use of our proprietary technologies, consulting and reporting services and use of the vehicles and drivers on our network to operate such transportation programs. We package our TaaS products to meet the specific needs of each customer. As of July 31, 2021, more than 100 companies across diverse industries, including technology, finance, food and beverage, consulting and healthcare, use our TaaS products. We also announced plans to expand our Swvl Business offering by introducing "software as a service" ("SaaS") products in 2022, which will allow customers with their own vehicle fleets to utilize the benefits of our platform and technologies.

Our business was founded on February 8, 2017 by Mostafa Kandil, our Chief Executive Officer, Mahmoud Nouh and Ahmed Sabbah. We launched our first commuter services in Cairo, Egypt in March 2017, before expanding to Alexandria, Egypt the same year. As of July 31, 2021, we have expanded our operations to more than 60 cities across seven countries, with our core Retail offering available in select cities in Egypt, Kenya, Pakistan and Jordan. In January 2019, we commenced operations in Nairobi, Kenya. In the second half of 2019, we commenced operations in major cities in Pakistan, including Lahore, Islamabad and Karachi, and relocated our headquarters from Egypt to Dubai, United Arab Emirates. In 2020 and 2021, we also launched TaaS offerings in the United Arab Emirates, Jordan, Saudi Arabia and Malaysia.

The following is a summary of the jurisdictions in which our offerings are available, as of July 31, 2021:

Swvl Offering	Countries / Cities Offered
Swvl Retail	• Egypt (Alexandria, Cairo) • Kenya (Nairobi) • Pakistan (Islamabad, Karachi, Lahore) • Jordan (Amman)
Swvl Travel	• Egypt (17 cities) • Kenya (13 cities) • Pakistan (23 cities)
Swvl Business	• Egypt (Alexandria, Cairo) • Kenya (Nairobi) • Pakistan (Islamabad, Karachi, Lahore) • Jordan (Amman) • Saudi Arabia (7 cities) • United Arab Emirates (Dubai) • Malaysia (Johor)

On August 19, 2021, we announced a definitive agreement to acquire a controlling interest in Shotl Transportation, S.L. ("Shotl"), a mass transit platform that partners with municipalities and corporations to provide on-demand bus and van services across Europe, South America and the Asia-Pacific region. The transaction is expected to close in the fourth calendar quarter of 2021, subject to customary closing conditions. The Shotl acquisition, if completed, will expand Swvl's footprint into 22 additional cities in 10 countries across Europe, South America and the Asia-Pacific region, including Spain, Germany, France, the United Kingdom, Italy, Brazil and Japan, rapidly accelerating Swvl's expansion timeline.

Market Opportunity and Competitive Advantage

We believe that traditional modes of public transportation represent a rigid and outdated approach to the needs of the modern world. Particularly in developing countries, existing mass-transit infrastructure often suffers from a combination of being inaccessible, unreliable and unsafe. Urban populations in such countries are often unserved or underserved by public transportation networks. Where access to public transportation is available, many commuters must endure long wait times and inconsistent or delayed service. In turn, commuters and society at large waste hours waiting for transportation. In addition, mass-transit networks often fail to provide a safe travel environment – particularly for women. Overcrowding on vehicles can expose riders to a greater risk of sexual harassment, assault or theft. In fact, a recent study found that 78% of women surveyed in Karachi reported being harassed on public transport at least once over the preceding year.

Alternatives to public transportation are also inaccessible for many commuters. In the markets we serve, such as Egypt and Pakistan, taxi companies and other ridesharing companies generally cater to wealthier customers. While more convenient and safer than public transportation, high prices (even with discounts and promotions) may put these services out of reach for many commuters.

Swvl's B2C retail strategy is to create new options for mass-transit by occupying the space between traditional public transportation and expensive private options to attract ridership to our platform:

- *Reliability*: In some of our markets, it is common for public buses to wait at stops until buses are full, resulting in unpredictable scheduling and long delays. Because our vehicles operate through a booking system, drivers know exactly how many passengers will board at a given pre-defined pick-up point and

do not wait to collect additional riders. We also gather and analyze large amounts of traffic data in the cities we serve to predict travel conditions, which allows riders to receive estimated pickup and arrival times, as well as track their vehicle in real time. In the first half of 2021, we maintained an average monthly first station reliability rate of approximately 95%, meaning that drivers using our platform arrived on-time (i.e., within five minutes of the estimated time) at the first pick-up point of their daily routes approximately 95% of the time.

- *Convenience*: Optimized route planning and scheduling allow us to create and update routes that react to and satisfy rider demand, in contrast to public transportation that operates solely on fixed routes. This means we can ensure that our riders have convenient access to pick-up points. In June 2021, the average rider walk time to a pick-up point for our Cairo retail offering was approximately 8 minutes, slightly improved from the approximately 9 minutes average rider walk time in June 2020. Our Swvl application allows riders to make bookings up to five days in advance, and we offer payment by cash, credit card or digital wallet.
- *Safety*: Safety is an essential part of our value proposition. We recognize that consumers in the markets we serve often feel unsafe on public transportation. We have built our user experience around functionalities designed to increase safety. Our one-passenger-per-seat booking system avoids overcrowding on our vehicles, reducing the likelihood of harassment, assault and theft during rides. Unlike public transportation, the fact that each rider has a unique user account facilitates identification of riders acting improperly, thereby increasing accountability and incentivizing good conduct. Through our Swvl application, riders can share their live ride status with others. We also partner with insurance companies to provide in-ride medical insurance to all riders and drivers using our platform in Egypt and maintain dedicated teams to respond to critical incidents. Our driver engagement procedures are also designed to ensure the safety of our riders, including by requiring drivers using our platform in Egypt and Jordan to submit recent criminal record checks and drug tests as part of their engagement process. In order to help ensure the health and safety of drivers and riders using our platform during the COVID-19 pandemic, we ran SMS-based campaigns to educate drivers using our platform on heightened safety measures.
- *Comfort*: We also differentiate our customer experience on the basis of comfort. Riders are guaranteed a seat, which eliminates crowding and the need to stand during rides. All vehicles must meet specific criteria relating to age, distance traveled, maintenance history and overall condition before being allowed to operate on our platform.
- *Value*: Our services are priced to be accessible to a large rider base and cheaper than taxis or other ridesharing companies in the markets we serve.

Our main source of competition is public transportation. We strive to harness the competitive advantages of our offerings described above to convert users of public transportation into users of our platform. We also compete against taxi companies and traditional ridesharing platforms, such as Uber. By offering comfortable, reliable and safe rides at an accessible price point, our offerings aim to attract users of single-rider services by offering a lower-cost alternative that offers a better rider experience than public transportation.

In the markets we serve, the mass-transit ridesharing industry is a relatively new phenomenon, and as a result there are a small but growing number of businesses that offer services equivalent to ours. Examples of such businesses include Via, Flixbus and Shuttl. We believe that the technology powering our offerings (see the section entitled "*Our Technology*" below), as well as our early entry into the mass-transit ridesharing space (and the network effects that such early entry enables), have allowed and will allow us to scale our business efficiently, in turn enabling us to create and maintain a strong competitive position in the markets in which we operate.

In addition to our B2C business, we have expanded our market opportunity by targeting corporate clients through our Swvl Business (TaaS and SaaS) offerings. We believe Swvl Business products offer a

comprehensive solution to the inefficiencies that commonly affect businesses (as well as schools and municipalities) operating commute and travel programs for their employees (and students). Many companies rely on large vehicle fleets to compensate for unoptimized and rigid routing. Poor fleet utilization – such as using large buses to accommodate a relatively small number of passengers – drives up per-rider costs. Traditional dispatching infrastructure and the associated administrative burdens, including manual data collection, invoice reconciliation and inconsistencies in records, contribute to costly and time-consuming process management. With our TaaS and SaaS offerings, we compete with other ridesharing companies, such as Via.

We also believe the diversity of our offerings is a key competitive advantage. Whereas other companies in the ridesharing industry focus on one or two product categories (such as intracity and intercity B2C offerings), our offerings include intracity (i.e., Retail) and intercity (i.e., Travel) B2C offerings as well as B2B offerings, which provide our business with multiple avenues for growth.

Offerings

Swvl Retail

Our core product is our Swvl Retail offering. Using our platform, we provide riders with a network of minibuses and other vehicles that operate on fixed and semi-fixed routes throughout the cities we serve. Riders book seats on vehicles available exclusively through Swvl to commute within a city. Riders can book journeys up to five days in advance and pay a fixed rate, determined based on ride distance and anticipated demand, with the option to pay in cash or by credit card or digital wallet. Riders manage their user experience via the Swvl mobile application, through which riders can access and book available trips, track vehicles in real-time, receive an estimated pick-up time, manage payments and access customer support services.

Swvl Travel

With Swvl Travel, riders book and take intercity, long-distance trips on either vehicles available exclusively through the Swvl platform or with third-party services marketed through Swvl in exchange for a commission. We also opened and manage a physical Swvl Travel shop in Hurghada, Egypt, which allows riders to book intercity trips in person in a convenient location for frequent travelers.

Swvl Business (TaaS and SaaS)

In addition to our B2C offerings, we have worked to develop ways of diversifying our revenues and identifying potentially higher-margin offerings. The result is our B2B TaaS and SaaS products, marketed together as Swvl Business.

Swvl Business enables our corporate customers (as well as schools and municipalities) to use Swvl's technology and platform to optimize the commute and travel programs they operate for their employees (and students). Since Swvl Business uses technology already developed for our B2C offerings, its development and deployment does not (and did not) impose significant additional R&D costs on our business. Our TaaS offerings are targeted at companies that do not operate their own vehicle fleets. With TaaS, we offer dedicated routes (for use exclusively by the organization's employees and students) using vehicles and drivers already operating on Swvl to transport employees and students to and from their places of work and study. Unlike our B2C offerings, pricing, routing and vehicle allocation are fixed in our agreements with each customer, and only drivers that meet the criteria set forth in these agreements are dispatched to operate on the applicable TaaS routes. Our customers typically pay for our TaaS offerings on a per route basis, with pricing determined based on the length and location of such route and without regard to the number of riders on such route.

We intend to expand our Swvl Business offerings with SaaS in 2022. Our SaaS offerings will be targeted at corporate customers (as well as schools and municipalities) that operate their own vehicle fleets, with

specific services tailored to the needs of each customer. Our basic offerings will include access to our dedicated Swvl Business application, which centralizes passenger management, billing, scheduling, data analytics and support functions in one platform. At higher service tiers, we will provide the use of our network optimization and Dynamic Routing technologies as described below, as well as access to our fleet management modules, which will enable our customers to more easily manage their drivers and track their rides. We also plan to offer consulting and reporting services. We intend to use a tiered cost-plus pricing model for our SaaS products, which we expect will allow us to enhance our margins.

Our Technology

Our technology is a critical component of our business proposition. Our ability to provide a seamless experience for our riders and drivers, to effectively predict rider demand, to create efficient, high-utilization route plans and to price our offerings accordingly depends on ongoing innovation and the effectiveness of our data analysis, modeling and algorithms.

Our technology and business model also depend in part on our relationships with third party product and service providers. For example, we rely on third parties to fulfill various marketing, web hosting, payment, communications and data analytics services to support our platform. We also incorporate third party software into our platform. When selecting third party technology providers, we focus on affordability, reliability, efficiency, optimization and cohesion with our platform, and believe our existing relationships with such providers are critical to our ability to execute our business strategy.

Access to Our Platform

Drivers and riders that utilize our platform do so through our mobile application. Riders use our application to access available trips, select pick-up and drop-off locations, schedule trips in advance and to pay. In addition, riders can use our application to track their vehicle in real time or quickly view the walking route and time to their scheduled pick-up point. Drivers use our mobile application to access upcoming and past trips, check riders in and out of their vehicle and access training modules and support.

Demand Identification and Prediction

We use our proprietary network optimization model to create, optimize and effectively price the routes we offer. This model employs machine learning algorithms to predict and identify latent and existing demand within cities. Our algorithms segment cities into equally-sized areas that serve as the basic unit of analysis we use to build our network. We run regression analyses to identify major demand pairings between segments, and use in-app search data and other tools, such as mobile data and social media, to understand the potential magnitude of riders' movement between these segments. This process allows us to determine where to run new routes, where to reactivate discontinued routes and where to add or remove capacity.

Route Creation and Optimization

Based on this demand identification and prediction analysis, our proprietary, machine learning and regularly adapting model defines optimal routes to maximize conversion of demand into ridership, minimize overlap between routes, minimize walking distance to our pick-up points and define the right time to deploy vehicles. An algorithm then automatically sets vehicle routes and pick-up points in a manner designed to maximize vehicle utilization and earnings and to pair drivers with routes that are convenient to their location in the city. Our monthly utilization rate, measured as the number of bookings in a given month divided by the available seat capacity in such month, was approximately 82% in June 2021, up from approximately 78% in January 2021.

In an attempt to ensure maximum vehicle utilization and driver convenience and to minimize per-kilometer costs, we also use machine learning algorithms to "stitch" multiple routes into a single daily plan

for each vehicle. Each plan consists of two to six separate routes, allocated to vehicles to minimize travel time between the end of one route and the beginning of another. The routes that comprise a single plan may consist of Swvl Retail, Swvl Travel or Swvl Business (TaaS) routes. By sequencing routes this way, we are able to increase the time drivers spend on routes (as opposed to moving between routes) and thereby increase the revenue vehicles using our platform can produce each day. The plan-creation algorithm is also designed to ensure that the end point of each plan is proximate to the starting point, which helps to minimize the time vehicles spend unutilized as drivers return home and to keep drivers using our platform. We believe that this planning function has helped to maintain strong rates of driver retention. For example, in June 2021 we had an average 30-day rolling driver retention rate of approximately 79% in our Cairo retail market.

Once plans are created, their allocation is determined at the beginning of each week using a smart assignment system. Using our platform, drivers (or the third party vehicle operators that employ them) bid on their desired route plan based on their pricing, scheduling and location preferences. A recommendation engine matches the plans with each driver or vehicle operator based on these preferences and expected overall cost (including the bid price). High-performing drivers and vehicle operators also receive preference for more convenient route plans and are eligible for bonus payments.

Dynamic Routing

We also employ Dynamic Routing, a proprietary computational algorithm, to enable us to adapt to emerging demand pockets as our vehicles move through a city. Dynamic Routing creates new, temporary pick-up points near prospective riders, and updates routing accordingly in real-time to maximize demand capture. By creating new pick-up points close to prospective riders, Dynamic Routing reduces walking distances to such points, increasing the likelihood a rider will book a particular ride. In determining whether to update a route, Dynamic Routing ensures that any route updates do not result in breaches of estimated arrival times quoted to riders already aboard.

Pricing

We employ a proprietary machine learning model to dynamically set pricing for rides and maximize per-vehicle revenue, akin to the models used in the airline industry. We use a variety of data, such as expected vehicle utilization at the time of ride, user convenience, user churn probability and other variables, to determine the appropriate price point and to update pricing in real time. For example, ride pricing is increased during peak hours where an increase is not expected to impact overall utilization, and prices are decreased during periods of low demand to increase utilization and revenue.

Our per rider revenue generation has increased over time. To measure this, we conduct cohort analyses to compare the historical rates of new rider revenue growth to more recent rates. For instance, in Cairo, a cohort of new riders that joined our platform in January 2019 began generating approximately $13 per rider per month of revenue in December 2019 (i.e., 12 months after joining our platform). A similar cohort of new riders joining our platform in September 2020 began generating the same $13 of per rider per month revenue in October 2020 (i.e., just one month after joining our platform). We believe that dynamic pricing has helped contribute to this per rider revenue generation growth.

Fleet Management

Our technology also includes backend software that we use to support our drivers with various features on our platform, including training modules, trip management, rider check-in and checkout at pick-up and drop-off locations and 24/7 support. For our SaaS offering, among other things, we intend to provide similar fleet management services to corporate customers (as well as schools and municipalities) that operate their own vehicle fleets by granting such customers access to these features on our platform. For example, we intend to include a driver management module that allows such customers to add, train and manage their driver employees

on the platform, edit driver information, and collect relevant documents, in addition to providing payment configurations and customer support. We also intend to include a ride management module that allows such customers access to features related to configuring, pricing, monitoring, distance and time tracking, and backup management in the event a driver does not arrive at a pickup or drop-off location.

Vehicles and Drivers

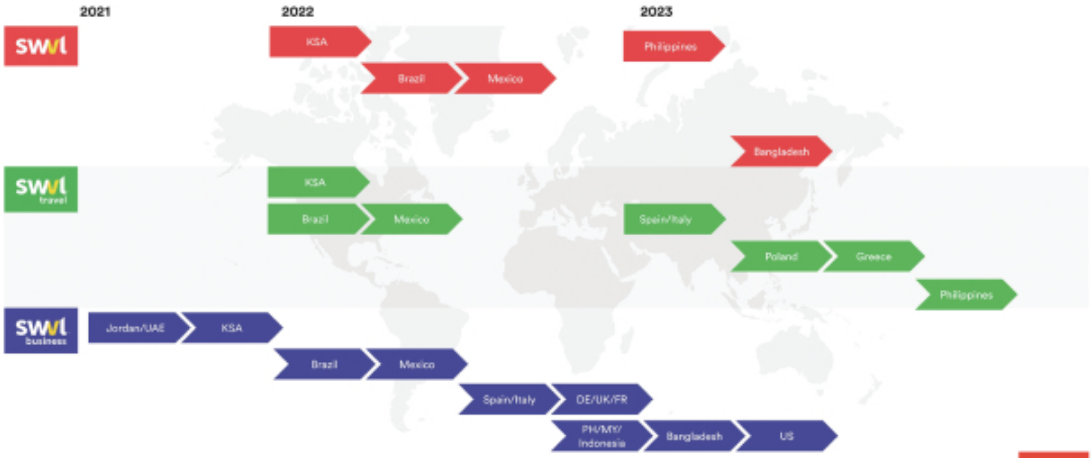
Our business model depends on having a sizable network of drivers who use our platform available for our riders. As Swvl does not itself own any vehicles or employ any drivers, we rely on individual drivers with their own vehicles and third party vehicle operators that own or lease vehicles and employ drivers.
As a result, we have strived to create a seamless user experience for drivers and vehicle operators that incentivizes continued use of our platform. Individual drivers and third party vehicle operators have access to a dedicated mobile application that allows them to bid on preferred route plans and to have visibility of their expected earnings. Drivers and vehicle operators are matched with route plans on the basis of their preferences and overall cost. To incentivize performance, high-performing drivers and vehicle operators are more likely to be matched to their preferred route plan. Drivers (or the vehicle operators that directly employ them) are paid on a fixed, per route basis, which means their earnings are not tied to the number of riders aboard at any given time.

We believe our development of route optimization technology provides a key incentive for vehicle operators and drivers to use our platform. By optimizing our plans, cross-dispatching across B2C and TaaS routes and reducing the amount of time drivers spend moving between routes (as well as assigning routes so that drivers complete their route plans near their homes), we are able to increase the number of drivable routes per day and maximize earnings. We believe this has contributed to our 79% average 30-day rolling driver retention rate in June 2021 in our Cairo retail market.

In addition, we aim to offer a safe, clean and comfortable travel environment for our riders. Vehicles must meet specific criteria relating to age, distance traveled, maintenance history and overall condition before being allowed to operate on our platform. When new drivers first begin to use our platform, they are similarly subject to various screening procedures. Each driver utilizing our platform is required to hold a commercial license to operate their vehicles and complete our engagement process. Drivers are also held to strict standards of conduct while driving on our platform.

Growth Strategy

- **Geographic Expansion**: We aim to become the pre-eminent mass-transit provider in emerging and developed markets. Our growth strategy is to identify opportunities for market entry in countries and cities where we can leverage the competitive advantages of our technology and platform. We examine factors such as total addressable market size and average fare per trip to assess whether expansion offers a viable path to profitability. We also review the quality of existing public transportation infrastructure to assess ease of market penetration and convertibility of public transportation users to our platform. For our Swvl Travel offering, we also assess factors such as the number of large cities in a country and the frequency of intercity travel to understand potential market size. Other considerations, such as ease and cost of doing business, as well as political stability, also factor into our expansion planning. We follow a standardized plan for market entry, premised on rapid commencement of operations and building scale across similar socio-economic blocks and regions. Our roadmap for geographic expansion as of the date of this proxy statement/prospectus is summarized below, but we continuously evaluate organic and inorganic growth opportunities to determine the optimal path to efficient expansion.



Illustrative timeline to reflect sequencing of market entry. DE/UK/FR refers to Germany, United Kingdom, France. PH/MY refers to Philippines, Malaysia.

- **Continued Innovation**: We are consistently working to improve our proprietary technology. As our optimization of demand prediction, routing and pricing improves, our user base, utilization rates and customer experience are expected to improve. We expanded our overall utilization rate from 48% in January 2018 to 82% in June 2021, while reducing inefficiency costs and improving our margins. We believe that this innovation is essential to our success and profitability.
- **Category Expansion**: We frequently consider how our core assets – our technology, access to a large vehicle fleet and customer base – can be leveraged to generate new streams of revenue while minimizing incremental R&D costs.

Marketing

Our marketing strategy is focused on expanding ridership in existing markets while rapidly accelerating brand awareness in new territories. We utilize a multi-channel approach, built on a foundation of digital marketing, to develop awareness of our offerings and expand our user base.

Since drivers and riders using our platform are internet-connected, we believe a digital-focused marketing approach offers the most effective means of accessing our target demographics in a cost-effective manner. Our advertising is conducted primarily through social media campaigns and placed web advertisements. We also rely on search engine optimization and application marketplace optimization tools to build and maintain the prominence of our brand. We offer various incentives from time to time, such as promotions for new riders and discounts for bulk purchases or specific trips. We also operate a referral program that offers incentives for riders to refer new users.

In new markets, we also advertise our offerings through offline advertising, such as billboards and events at public venues (such as shopping malls) where we host promotional events, giveaways and conduct in-person account activations.

In addition to the above, our marketing team is responsible for developing and maintaining partnerships with other businesses, such as telecom companies, which allows us to deploy promotions and incentives to the customers of such businesses.

Intellectual Property

The protection of our technology, including as described above under "Our Technology", and other intellectual property is an important aspect of our business. We seek to protect our intellectual property through trademark and copyright laws as well as confidentiality agreements, other contractual commitments and security procedures. We enter into confidentiality and intellectual property assignment agreements with certain employees to control access to, and clarify ownership of, our technology and other proprietary information. We regularly review our technology development efforts and branding strategy to identify and assess the protection of new intellectual property.

Intellectual property laws, contractual commitments and security and technical procedures provide only limited protection, and any of our intellectual property rights may be challenged, invalidated, circumvented, infringed or misappropriated. Further, intellectual property laws vary from country to country, and we have not sought trademark registrations outside of Egypt. Therefore, in other jurisdictions, we may be unable to protect certain of our proprietary technology, brands, or other intellectual property. See "*Risk Factors—Risks Related to Regulatory and Legal Factors—Failure to protect or enforce Swvl's intellectual property rights could harm Swvl's business, financial condition and results of operations*."

Data Protection and Privacy

Swvl has made commitments to protect and respect the personal data and privacy of all of our external users. Our business depends on the collection, storage, transmission, use and processing of personal data of Swvl's users' and other sensitive information. As a result, our ability to protect such data and comply with the numerous laws, rules and regulations related to the collection, storage, transmission, use and other processing of such data is integral to our operations.

We are in the process of developing systems and processes that are designed to protect users' data, prevent data loss and prevent other privacy or security breaches. These measures, however, cannot guarantee security and may not be effective against all cyberattacks or breaches. For example, in July 2020, by exploiting a breach in certain third-party software used by Swvl, unauthorized parties gained access to a Swvl database containing personal data of its riders. While Swvl implemented measures to prevent a similar data breach, unauthorized parties may further exploit the breached information and may in the future gain access to Swvl's systems or facilities through various other means.

We are also obligated to comply with all applicable laws, regulations and other obligations relating to privacy, data protection and information security. These laws, rules and regulations evolve frequently and their scope may continually change, through new legislation, amendments to existing legislation and changes in enforcement, and may be inconsistent from one jurisdiction to another and may conflict with each other. Nevertheless, we maintain and provide our users with a copy of our privacy policy, which is intended to succinctly describe the type of information we collect and how we use such information (including restrictions on disclosure and sharing of such information), as well as our security policies and procedures. We periodically update our privacy policy to reflect changes required by law or changes in the way we intend to collect or use information.

For more information on the risks related to data protection, data security and privacy as they relate to our business, see "*Risk Factors*".

Insurance

We maintain insurance policies with global insurance providers to provide in-ride medical coverage to all riders and drivers in our Egypt market. We also provide comprehensive health insurance to employees in Egypt, Kenya, Pakistan, Jordan, Saudi Arabia, United Arab Emirates, Malaysia. We are currently in the process of obtaining other forms of insurance, such as general business liabilities and directors' and officers' insurance. See "*Risk Factors—Risks Related to Operation Factors—Swvl has not historically maintained insurance*

coverage for its operations and if Swvl incurs uninsured losses, Swvl may not be able to mitigate the risks facing its business, which could adversely affect its business, financial condition and results of operations."

Group Structure

Swvl Inc. is a British Virgin Islands business company incorporated under the laws of the British Virgin Islands. Swvl Inc. has eight wholly-owned subsidiaries and two majority-owned subsidiaries. Swvl Inc.'s wholly owned subsidiaries are: Holdings, of which Swvl Inc. will be a wholly owned subsidiary following the consummation of the Company Merger; Cayman Merger Sub; SWVL NBO Limited, a private limited company organized under the laws of Kenya; SWVL Saudi for Information Technology, a single person limited liability company organized under the laws of Saudi Arabia; Swvl Technologies Limited, a private limited company organized under the laws of Kenya; Swvl Global FZE, a limited liability company organized under the laws of Dubai; SWVL Technologies FZE, a limited liability company organized under the laws of Dubai and a directly wholly owned subsidiary of Swvl Global FZE; and Swvl MY For Information Technology SDN BHD, a company limited by shares organized under the laws of Malaysia.

Swvl Inc.'s majority-owned subsidiaries are: Swvl For Smart Transport Applications and Services LLC, a limited liability company organized under the laws of Egypt, in which Swvl Inc. holds 99.8% of the outstanding equity interests; and Swvl Pakistan (Private) Limited, a company limited by shares organized under the laws of Pakistan, in which Swvl Inc. holds 99.9987% of the outstanding equity interests. The minority interests in each of these entities are held by persons affiliated with Swvl solely to comply with applicable laws requiring local resident shareholders.

Swvl currently operates in Jordan through an entity, Al Tanakol Al Thaki L Tasmeem Wa Tatweer Baramej Wa Anthemat Al Hasoub ("Swvl Jordan"), in which it holds no direct or indirect equity interest. In order to comply with applicable law, all of the equity in Swvl Jordan is instead temporarily being held by persons affiliated with Swvl. Swvl intends to acquire all of the equity of Swvl Jordan prior to the Closing.

Government Regulation

We are subject to a wide variety of laws and regulations in the jurisdictions in which we operate. The ridesharing industry and our business model are relatively nascent and rapidly evolving. New laws and regulations and changes to existing laws and regulations continue to be adopted, implemented and interpreted in response to our industry and related technologies. For example, in Egypt we are subject to licensing and other requirements under Law No. 87 of 2018 and the Executive Regulation by Presidential Decree No. 2180 of 2019, which regulate ridesharing companies such as ours. We have also previously entered into agreements with the Egyptian Competition Authority in relation to the regulation of pricing and offerings in our industry. Many of the laws and regulations to which we are or may become subject were adopted prior to the advent of the mass-transit ridesharing industry and related technologies and, as a result, do not contemplate or address the unique issues faced by our industry. Due to the nascent and uncertain state of the legal frameworks governing the ridesharing industry in the jurisdictions in which we operate, we have not obtained all of the required licenses and permits for certain cities where we operate; however, we are continuously making efforts to obtain such licenses and permits. See "*Risk Factors—Risks Related to Regulatory and Legal Factors—Uncertainties with respect to the legal systems in the jurisdictions in which Swvl operates, including changes in laws and the adoption and interpretation of new laws and regulations, could adversely affect Swvl's business, financial condition and results of operations.*"

We are also subject to a number of laws and regulations specifically governing the internet and mobile devices that are constantly evolving. Existing and future laws and regulations, or changes thereto, may impede the growth and availability of the internet and online offerings, require us to change our business practices or raise compliance costs or other costs of doing business. These laws and regulations, which continue to evolve, cover taxation, privacy and data protection, pricing, copyrights, distribution, mobile and other communications, advertising practices, consumer protections, the provision of online payment services, unencumbered internet

access to our offerings and the characteristics and quality of online offerings, among other things. In particular, as we expand our operations internationally, we expect to become subject to the EU General Data Protection Regulation ("GDPR"), which regulates the collection, control, sharing, disclosure, use and other processing of personal data and imposes stringent data protection requirements and significant penalties, and the risk of civil litigation, for noncompliance. The GDPR has resulted in and will continue to result in significantly greater compliance burdens and costs for companies with users and operations in the European Union. As we expand our business internationally, we will become subject to these costs and burdens in an effort to ensure that our operations are GDPR compliant.

In addition to these laws and regulations that apply specifically to the mass-transit ridesharing industry, related technology, the internet and related regulations, our business operations are subject to other broadly applicable laws and regulations governing such issues as labor and employment, anti-discrimination, worker confidentiality obligations, consumer protection, taxation, competition, unionizing and collective action, background checks, anti-corruption, anti-bribery, import and export restrictions, environmental protection, sustainability, trade and economic sanctions, foreign ownership and investment and foreign exchange controls. See "*Risk Factors—Risks Related to Regulatory and Legal Factors—Swvl is subject to various laws with regard to anti-corruption, anti-bribery, anti-money laundering and countering the financing of terrorism and has operations in certain countries known to experience high levels of corruption*."

As we continue to expand our platform offerings and user base, we may become subject to additional laws and regulations, which may differ or conflict from one jurisdiction to another. See "*Risk Factors—Risks Related to Regulatory and Legal Factors—As Swvl expands its platform offerings, it may become subject to additional laws and regulations, and any actual or perceived failure by Swvl to comply with such laws and regulations or manage the increased costs associated with such laws and regulations could adversely affect Swvl's business, financial condition and results of operations*."

Employees

As of July 31, 2021, we had 582 full-time (or full-time equivalent) employees based primarily in Dubai and Egypt, including 109 in operations, 105 in engineering, 18 in accounting and finance and 27 in marketing. None of our employees are represented by a labor union, and we consider our relations with employees to be good. To date, we have not experienced any work stoppages.

Facilities

We lease approximately 2,974 square feet of office space for our corporate headquarters, located at the Offices 4 at One Central, Dubai World Trade Center, Dubai, United Arab Emirates. Our existing headquarters lease expires on September 14, 2024, which we expect to extend to December 31, 2026 in connection with an office expansion plan for our headquarters. In addition, we lease various office spaces in: Cairo and Alexandria, Egypt; Karachi, Lahore and Islamabad, Pakistan; and Nairobi, Kenya. We expect to grow our facilities footprint as our business continues to grow, with plans to expand our headquarters in Dubai and establish a new engineering hub in Cairo. We also expect to establish local offices in some or all of the jurisdictions into which we are expanding geographically. The phone number for our headquarters is +971 42241293.

Legal Proceedings

From time to time, we may become involved in actions, claims, suits, and other legal proceedings arising in the ordinary course of business, including assertions by third parties relating to intellectual property infringement, breaches of contract or warranties or employment-related matters. We are not currently a party to any actions, claims, suits or other legal proceedings the outcome of which, if determined adversely to us, would individually or in the aggregate have a material adverse effect on our business, financial condition and results of operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF SWVL

You should read the following discussion and analysis of Swvl's financial condition and results of operations together with Swvl's consolidated financial statements and the related notes thereto included elsewhere in this proxy statement/prospectus. The following discussion and analysis is based on Swvl's financial information prepared in accordance with IFRS as issued by the IASB and related interpretations issued by the IFRS Interpretations Committee. Some of the information contained in this discussion and analysis or set forth elsewhere in this proxy statement/prospectus, including information with respect to Swvl's plans and strategy for Swvl's business, includes forward-looking statements that involve risks and uncertainties. Actual results could differ materially from the results discussed in the forward-looking statements. See the sections titled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" for a discussion of the risks, uncertainties and assumptions associated with these statements and for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. Swvl's historical results are not necessarily indicative of the results that may be expected for any period in the future.

Unless the context otherwise requires, for the purposes of this section, "Swvl", "we", "us", "our", or the "Company" refer to the business of Swvl Inc. and its subsidiaries, "FY 2020" refers to the fiscal year of Swvl ended December 31, 2020 and "FY 2019" refers to the fiscal year of Swvl ended December 31, 2019.

Overview

We are a technology-driven disruptive mobility company that aims to provide reliable, safe, cost-effective and environmentally responsible mass transit solutions. Our mission is to identify and solve inefficiencies associated with low-quality or sometimes non-existent public transportation infrastructure in urban areas that are in critical need of such services. Our technology and services provide commuters, travelers and businesses with a valuable alternative to traditional public transportation, taxi companies or other ridesharing companies. Through our Swvl platform, we connect thousands of riders per day with a dynamically-routed self-optimizing network of minibuses and other vehicles, helping people get where they need to go. We currently operate in 60 cities across seven countries, with plans to expand into more than 20 countries by 2025.

We currently provide three offerings on our platform. Our core product is our B2C Swvl Retail offering. Using our platform, we provide riders with a network of minibuses and other vehicles that operate on fixed and semi-fixed routes throughout the cities we serve. Riders book seats on vehicles available exclusively through Swvl to commute within a city. Riders can book journeys up to five days in advance and pay a fixed rate, determined based on ride distance and anticipated demand, with the option to pay in cash or by credit card or digital wallet. Riders manage their user experience via the Swvl mobile application, through which riders can access and book available trips, track vehicles in real-time, receive an estimated pick-up time, manage payments and access customer support services.

Swvl Travel is an additional B2C offering on our platform, where riders book and take intercity, long-distance trips on either vehicles available exclusively through the Swvl platform or with third-party services marketed through Swvl in exchange for a commission.

In addition to our B2C offerings, we offer a B2B "transport as a service" ("TaaS") B2B enterprise product, which we market as Swvl Business. Swvl Business enables our corporate customers (as well as schools and municipalities) to use Swvl's technology and platform to optimize the commute and travel programs they operate for their employees (and students). Our TaaS offerings are targeted at companies that do not operate their own vehicle fleets. With TaaS, we offer dedicated routes (for use exclusively by the organization's employees (and students)) using vehicles and drivers already operating on Swvl to transport employees and students to and from their places of work and study. Unlike our B2C retail offering, pricing, routing and vehicle allocation are

fixed in our agreements with each customer, and only drivers that meet the criteria set forth in these agreements are dispatched to operate on the applicable TaaS routes. We also announced plans to expand our Swvl Business offering by introducing "software as a service" (SaaS) products in 2022, which will allow corporate customers (as well as schools and municipalities) with their own vehicle fleets to utilize the benefits of our platform and technologies.

Description of the Transactions

On July 28, 2021, Swvl, SPAC, Holdings, BVI Merger Sub and Cayman Merger Sub entered into the Business Combination Agreement. For more information about the transactions contemplated by the Business Combination Agreement, please see the section entitled "The Business Combination". The Business Combination Agreement is incorporated by reference into this proxy statement/prospectus, a copy of which is attached to this proxy statement/prospectus as *Annex A*.

The Business Combination is made up of the series of transactions within the Business Combination Agreement, as described elsewhere within this proxy statement/prospectus. For accounting and financial reporting purposes, the Company Merger will be accounted for as a recapitalization under IFRS, while the other transactions comprising the Business Combination will be accounted for based on International Accounting Standards Board ("IASB") International Financial Reporting Standard ("IFRS") 2, Share-based Payment ("IFRS 2").

Concurrently with the execution of the Business Combination Agreement, SPAC, Holdings and, in some cases, Swvl entered into the PIPE Subscription Agreements with the PIPE Investors pursuant to which, among other things, the PIPE Investors have agreed to purchase, and Holdings has agreed to sell to the PIPE Investors in a private placement at the Company Merger Effective Time, Holdings Common Shares A for a purchase price of $10.00 per share, representing an aggregate purchase price of $100 million. See "Recent Developments—Note Issuances."

As a consequence of the Transactions, Holdings will be an SEC-registered and Nasdaq-listed company, which will require us to hire additional personnel and implement procedures and processes to address public company regulatory requirements and customary practices. We expect to incur additional annual expenses as a public company for, among other things, internal controls, compliance and public company reporting obligations, additional insurance, director fees and additional internal and external accounting and legal and administrative resources, including increased audit and legal fees.

Recent Developments

Pending Acquisition of Shotl

On August 19, 2021, we entered into a definitive agreement to acquire a controlling interest in Shotl Transportation, S.L. ("Shotl"), a mass transit platform that partners with municipalities and corporations to provide on-demand bus and van services across Europe, South America and the Asia-Pacific region. The transaction is expected to close in the fourth calendar quarter of 2021, subject to customary closing conditions. The transaction is expected to help expand Swvl's geographic footprint, product offerings and client base.

In addition, Swvl subsequently provided Shotl with a $100,000 convertible note on August 26, 2021.

Notes Issuances

Between March 8, 2021 and May 20, 2021, we issued a series of convertible notes in an aggregate principal amount of $27.7 million. These notes originally bore interest at a rate of 12% per annum, but such

interest rate automatically decreased to 6.5% per annum on May 20, 2021, upon the issuance of notes with an aggregate principal amount in excess of $20 million. At the Closing, all of such notes will be cancelled, extinguished and converted into the right to receive Holdings Common Shares A.

On August 25, 2021, eight PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing Swvl Exchangeable Notes. At the Closing, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of the applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes.

Impact of the COVID-19 Pandemic

The worldwide spread of COVID-19 has caused public health officials to recommend and governments to enact precautions to mitigate the spread of the virus, including travel restrictions, extensive social distancing and issuing "shelter-in-place" orders in many regions, including the jurisdictions in which we operate. Beginning in March 2020, the pandemic and these related responses have had an adverse effect on demand and earning opportunities for drivers using our platform, leading to lower than expected revenues. Despite the impact of COVID-19, our revenue increased from $12.4 million in FY 2019 to $17.3 million in FY 2020.

We continue to closely monitor the impact of the COVID-19 pandemic. Although the overall business performance has showed signs of recovery since the third quarter of 2020, the exact timing and pace of the recovery remain uncertain. As certain regions have reopened, some have experienced a resurgence of COVID-19 cases and reimposed restrictions. The extent to which our operations will continue to be impacted by the pandemic will depend largely on future developments, which are highly uncertain and cannot be accurately predicted, including new information which may emerge concerning the severity of the pandemic, actions by government authorities and private businesses to contain the pandemic or recover from its impact, the availability and distribution of the vaccine, the extent of any virus mutations or new variants of COVID-19, among other things. Even as travel restrictions have been and will continue to be modified or lifted, we anticipate that continued social distancing, altered consumer behavior, reduced travel and commuting and expected corporate cost cutting will be significant challenges for us. The strength and duration of these challenges cannot be presently estimated.

In response to the COVID-19 pandemic, we have adopted and continue to adopt measures based on the then-current conditions in the regions we operate, including temporarily having employees in nearly all office locations work remotely, limiting employee travel and canceling or postponing events and meetings or holding them virtually, temporarily suspending our usual services, other than to certain key business customers, and operating reduced-service for essential workers at no charge. Additionally, in 2020, in an effort to reduce operating expenses and adjust cash flows in light of the ongoing economic challenges resulting from the pandemic, we reduced our selling and marketing expenditures, particularly during Q2 2020, to align with the ongoing lockdowns in various territories. Accordingly, our FY 2020 selling and marketing expenditure was $4.7 million, as compared to $8.3 million for FY 2019.

We remain confident in our ability to navigate this challenging time and continue to focus on our long-term growth opportunities and our business model. With $10.3 million in unrestricted cash and cash equivalents as of December 31, 2020, the additional funds we have raised in fiscal year 2021 and the additional capital being raised in connection with the Business Combination, we believe we have sufficient liquidity to continue to support our business operations and to make strategic investments that are in the best interests of our shareholders and other stakeholders. For more information on risks associated with the COVID-19 pandemic, see the section entitled "Risk Factors".

Factors Affecting Our Business and Results of Operations

We believe that our future performance and success depend to a substantial extent on the following factors, each of which is in turn subject to significant risks and challenges, including those discussed below and in the section of this proxy statement/prospectus entitled "Risk Factors."

Our ability to cost-effectively retain and increase the number of riders who use, and their utilization of, our platform, and increase our share of their transportation spend.

We grow our business by attracting new riders to our platform and increasing their usage of our platform over time. As a result, the number of riders on our platform and their utilization of our offerings are the key drivers of our B2C business. Our ability to cost-effectively attract new riders and retain and increase the use of our platform by existing riders is critical to scaling our business. More riders accessing offerings on our platform and greater utilization drive increased revenue and profitability. We seek to increase both the number of riders on our platform and the usage of our platform through product innovation, improved user experience, and additional offerings. While we anticipate this increasing level of investment will drive growth through word-of-mouth referrals, we also continue to invest in brand and growth marketing, as well as the use of paid marketing initiatives, rider and driver incentives and marketing partnerships with third parties in an effort to attract riders to our platform and to enhance rider utilization. Once riders start using Swvl, we seek to provide a quality experience and a diverse offering of routes and products to accommodate different transportation use cases in order to retain riders and encourage repeat usage. Our efforts have resulted in gross revenue retention in excess of 60%, measured prior to the effects of COVID-19 based on the gross revenue generated by cohorts of users tested in their first month of activity (in each of January 2019 and February 2019) and after 12 months of activity (in each of January 2020 and February 2020). As discussed below, we also intend to expand into new geographical markets, which we believe will also increase the number of riders.

If we fail to continue to attract riders to our platform and grow our rider base, expand riders' usage of our platform over time or increase our share of riders' transportation spend, our results of operations would be harmed.

Our ability to cost-effectively attract and retain drivers to use our platform, or to increase utilization of our platform by existing drivers.

Growing the number of drivers enables us to increase the number of routes on our network, thereby increasing the aggregate earnings potential for drivers and third party vehicle operators while simultaneously improving access and availability for riders. Our ability to maintain and grow our driver base and increase driver utilization of our platform depends in part on our ability to continue to deliver meaningful earning opportunities for drivers and third party vehicle operators who use our platform, as well as our ability to provide a seamless user experience for drivers that incentivizes continued use of our platform. We therefore continue to invest in developing technology that is intended to not only allow drivers and vehicle operators to maximize earnings while using our platform, but also improves the day-to-day experience for those drivers.

For instance, we believe our development of route optimization technology provides a key incentive for drivers and third party vehicle operators to use our platform. By optimizing our plans, cross-dispatching across Swvl Retail and Swvl Business routes and reducing the amount of time drivers spend moving between routes (as well as assigning routes so that drivers complete their route plans near their homes), we are able to increase the number of drivable routes per day and increase drivers' and vehicle operators' earnings. We believe this has contributed to our 79% average 30-day rolling driver retention rate in June 2021 in our Cairo retail market.

Additionally, maintaining and continuing to grow our base of drivers is critical to delivering a quality experience on our platform. The more dedicated and able drivers that decide to use our platform, the more routes and rides we are able to provide. We also believe this allows us to maintain high quality service and low wait times. Our incentive programs to attract qualified drivers include bonus payments and other incentives to high-performing drivers and vehicle operators. During the COVID-19 pandemic, we provided temporary financial assistance to support drivers using our platform.

Our ability to grow and retain drivers is linked to our ability to maintain and increase the number of riders on our platform. We believe that the more riders we have on our platform, the easier it can be to maintain and attract new drivers to our platform. If we fail to continue to attract drivers to our platform and grow the number of routes we offer, riders' usage of our platform may decrease and our results of operations would be harmed. In addition, when we enter a new market, we typically need to make significant upfront investments to drive sufficient scale of drivers in order to establish a functioning marketplace for our riders, which could adversely affect our results of operations in the periods in which such investments are made and delay our efforts to achieve profitability.

Our ability to successfully develop new offerings on our platform and enhance our existing offerings.

As part of our business, we consider how our core assets – our technology, access to a large vehicle fleet and our customer base – can be leveraged to generate new streams of revenue while minimizing incremental costs. For example, we initially launched with our core B2C retail offering, through which we connect riders using our platform to a network of minibuses and other vehicles that operate on fixed and semi-fixed routes within the cities we serve. We have since expanded our B2C offerings to include Swvl Travel, which allows riders to book and take intercity, long-distance trips. We also opened and manage a physical Swvl Travel shop in Hurghada, Egypt, which allows riders to book intercity trips in person in a convenient location for frequent travelers

We have also diversified our revenues beyond B2C offerings with our TaaS enterprise products, which are marketed as Swvl Business and which have historically been higher-margin products. Swvl Business enables our corporate customers (as well as schools and municipalities) to use Swvl's technology and platform to optimize the commute and travel programs they operate for their employees (and students). Since Swvl Business uses technology already developed for our B2C offerings, its development and deployment does not (and did not) impose significant additional R&D costs on our business. We currently intend to expand our Swvl Business offerings with SaaS in 2022. Our SaaS offerings are expected to be targeted at corporate customers (as well as schools and municipalities) that operate their own vehicle fleets, with specific services tailored to the needs of each customer. We currently intend for our basic offerings to include access to our dedicated Swvl Business application, which centralizes passenger management, billing, scheduling, data analytics and support functions in one platform. At higher service tiers, we currently intend to provide the use of our network optimization and Dynamic Routing technologies, as week as access to our fleet management modules, which will enable our customers to more easily manage their drivers and track their rides. We also currently plan to offer consulting and reporting services. We intend to use a tiered cost-plus pricing model for our SaaS products, which we expect will allow us to enhance our margins.

Our ability to invest effectively in technology and research and development and to successfully integrate them into our business.

Our technology is a critical component of our business proposition. Our ability to provide a seamless experience for our riders and drivers, to effectively predict rider demand, to create efficient, high-utilization route plans and to price our offerings accordingly depends on ongoing innovation and the effectiveness of our data analysis, modeling and algorithms. As a result, we have made, and will continue to make, significant investments in research and development and technology in an effort to improve our platform and to attract and retain drivers and riders, expand the capabilities and scope of our offerings, and enhance our customer experience. We review and target our research and development activities on an ongoing basis based on the needs of our business. We believe that continued optimization of demand prediction, routing and pricing can improve our user base, utilization rates and customer experience, which we believe in turn can reduce inefficiency costs and improve our margins.

Our engineers and data scientists are critical to the success of our business and we will continue to invest in these areas. In addition, we will continue to dedicate significant resources to research and development efforts, focusing on continuing to improve our proprietary technology and developing innovative applications.

Our ability to operate in distinct geographic markets and our ability to expand into new markets.

Our capacity for continued growth and ability to achieve and maintain profitability depends in part on our ability to operate and compete effectively in different geographic markets. Each market is subject to distinct competitive and operational dynamics. These include our ability to offer more attractive transportation offerings than alternative options, our ability to efficiently attract and retain drivers and riders, ride length and the number of routes available on our platform, all of which affect our sales, results of operations and key business metrics. As a result, we may experience fluctuations in our results of operations due to the changing dynamics in the geographic markets where we operate.

Since our founding, we have been able to expand into new geographies and markets. Since 2017, we expanded our operations to 60 cities in seven countries, with our core Retail offering available in select cities in Egypt, Kenya, Pakistan and Jordan. In January 2019, we commenced operations in Nairobi, Kenya. In the second half of 2019, we commenced operations in major cities in Pakistan, including Lahore, Islamabad and Karachi, and relocated our headquarters from Egypt to Dubai, United Arab Emirates. In 2020 and 2021, we also launched TaaS offerings in the United Arab Emirates, Jordan, Saudi Arabia and Malaysia.

On August 18, 2021, we entered into a definitive agreement to acquire a controlling interest in Shotl, a mass transit platform that partners with municipalities and corporations to provide on-demand bus and van services in Europe, Latin America and the Asia Pacific region, which is expected to expand our geographic footprint to 22 additional cities in 10 countries. The transaction is expected to close in the fourth calendar quarter of 2021, subject to customary closing conditions.

A core component of our growth strategy is to identify opportunities for market entry in countries and cities where we can leverage what we believe are the competitive advantages offered by our technology and platform. We examine factors such as total addressable market size and average fare per trip to assess whether expansion offers a viable path to profitability. We also review the quality of existing public transportation infrastructure to assess ease of market penetration and convertibility of public transportation users to our platform. For our Swvl Travel offering, we also assess factors such as the number of large cities in a country and the frequency of intercity travel to understand potential market size. Other considerations, such as ease and cost of doing business, as well as political stability, also factor into our expansion planning.

Our ability to enter into strategic acquisitions and partnerships, and successfully integrate them into our business or achieve our objectives of the acquisitions or strategic partnerships.

We have made, and intend to continue to make, strategic acquisitions to expand our user base, enter new markets and add complementary products and technologies. Our strategic acquisitions may affect our future financial results. For example, we recently announced that we entered into a definitive agreement to acquire a controlling interest in Shotl, a mass transit platform that is expected to expand our geographic footprint to include Europe, Latin America and the Asia Pacific region. Integration of the Shotl business and operations will be a complex, time-consuming and costly process, particularly given that the acquisition will significantly diversify the geographic areas in which we operate. In addition, we may not realize all of the anticipated benefits from the acquisition of a controlling interest in Shotl, such as cost savings and revenue enhancements, for various reasons, including the fact that diligence was of a limited scope and performed by a third party business consultant solely with respect to Shotl's business in Spain, difficulties integrating operations and personnel, higher costs, COVID-19 related interruption, unknown liabilities and fluctuations in markets.

We believe such acquisitions complement our business, but there is no assurance that such acquired businesses will be successfully integrated into our business or generate substantial revenue, and operating costs and integration risks from these and future acquisitions may negatively affect our financial performance.

We also enter into a variety of strategic partnerships that contribute to several aspects of our business, including partnerships that bring more ride volume to our platform and help us increase brand awareness.

Our ability to compete effectively.

We operate in a competitive market and must continue to compete effectively in order to grow, improve our results of operations and achieve and maintain long-term profitability. Our principal source of competition is public transportation. We strive to harness the competitive advantages of our offerings to convert users of public transportation into users of our platform. We also compete against taxi companies and traditional ridesharing platforms, such as Uber. By offering comfortable, reliable and safe rides at an accessible price point, our offerings aim to attract users of these single-rider services by offering a lower-cost alternative that offers a better rider experience than public transportation. We believe we have differentiated our business from these competitors by building a diverse set of offerings on a transportation network at scale, while upholding our culture and values and creating a brand that embodies a commitment to exceptional offerings and social responsibility. However, we must continue to respond to competitive pressures. Consequently, we intend to keep investing in our platform to attract and retain drivers and riders, and respond to shifts in competitors' pricing levels, revenue models or business practices. If we are not able to compete effectively with our competitors, including our main competition of public transportation, our results of operations will be harmed.

Our ability to maintain and continue developing our reputation and to promote brand awareness and to optimize driver and rider incentives.

We believe that maintaining and enhancing our reputation and brand is critical to our ability to attract and retain employees and platform users. A core component of our marketing strategy involves focusing on expanding ridership in existing markets while rapidly accelerating brand awareness in new territories. We utilize a multi-channel approach, built on a foundation of digital marketing, to develop awareness of our offerings and expand our user base. We use a digital-focused marketing approach because we believe it offers the most effective means of accessing our target demographics in a cost-effective manner. Our advertising is conducted primarily through social media campaigns and placed web advertisements. We also rely on search engine optimization and application marketplace optimization tools to build and maintain the prominence of our brand. In new markets, we also advertise our offerings through offline advertising, such as billboards and events at public venues (such as shopping malls) where we may host promotional events, giveaways and conduct in-person account activations. We also seek to develop and maintain partnerships with other businesses, such as telecom companies, that allow us to deploy promotions and incentives to the customers of such businesses. We monitor the effectiveness of our marketing spend via several metrics, including customer acquisition cost.

We offer various incentives from time to time, such as promotions for new riders and discounts for bulk purchases or specific trips. We also operate a referral program that offers incentives for riders to refer new users.

The impact of uncertainties with respect to government laws, policies and regulations in the markets in which we operate.

We are subject to a wide variety of laws in the jurisdictions in which we operate. The ridesharing industry and our business model are relatively nascent and rapidly evolving. Regulations have impacted or could impact, among others, the nature of and scope of offerings we are able to make available through our platform, the pricing of offerings on our platform, our relationship with, and incentives, fees and commissions provided to or charged from, drivers, incentives provided to riders, our ability to operate in certain segments of our business, our ownership percentage in operating entities that may be subject to foreign ownership restrictions and insurance we are required to maintain. For example, in Egypt we are subject to licensing and other requirements under Law No. 87 of 2018 and the Executive Regulation by Presidential Decree No. 2180 of 2019, which regulate ridesharing companies such as ours. We have also previously entered into agreements with the Egyptian Competition Authority in relation to the regulation of pricing and offerings in our industry. We expect that our ability to manage our relationships with regulators in each of our markets, as well as existing and evolving regulations, will continue to impact our results in the future. Due to the nascent and uncertain state of the legal frameworks governing the ridesharing industry in the jurisdictions in which we operate, we have not obtained all

of the required licenses and permits for certain cities where we operate; however, we are continuously making efforts to obtain such licenses and permits. See "*Risk Factors—Risks Related to Regulatory and Legal Factors—Uncertainties with respect to the legal systems in the jurisdictions in which Swvl operates, including changes in laws and the adoption and interpretation of new laws and regulations, could adversely affect Swvl's business, financial condition and results of operations.*"

We are also subject to a number of laws and regulations specifically governing the Internet and mobile devices, and these laws and regulations are constantly evolving. Existing and future laws and regulations, or changes thereto, may impede the growth and availability of the Internet and online offerings, require us to change our business practices or raise compliance costs or other costs of doing business. In particular, as we expand our operations internationally, we expect to become subject to GDPR, which regulates the collection, control, sharing, disclosure, use and other processing of personal data and imposes stringent data protection requirements and significant penalties, and the risk of litigation or other action, for noncompliance. The GDPR has resulted in and will continue to result in significantly greater compliance burdens and costs for companies with users and operations in the European Union. As we expand our business internationally, we will become subject to these costs and burdens in an effort to comply with GDPR.

Components of Results of Operations

Revenue

Revenue represents the gross amount of fares charged to end-users of the Swvl platform, as reduced by end-user discounts and promotions, sales refunds, uncollected cash and sales waivers. For further details on our revenue recognition, see "—Critical Accounting Policies and Estimates—Revenue."

Cost of Sales

Cost of sales consists of costs directly related to delivering transportation services, which include payments to captains for operating our routes (net of any deductions, including amounts charged to captains on account of breach of terms of service), bonuses payable to captains and tolls and fines paid by Swvl. Cost of sales does not include any depreciation or amortization, which is classified entirely within general and administrative expenses.

General and Administrative Expenses

General and administrative expenses primarily consist of personnel-related compensation costs (including an allocated portion of provision for employee share-based payments), professional services fees, technology costs, office costs, travel costs, depreciation, insurance, rent, bank fees, foreign exchange losses/gains, utilities, communication and other corporate costs. General and administrative expenses are expensed as incurred.

Selling and Marketing Expenses

Sales and marketing expenses primarily consist of growth marketing expenses, offline marketing expenses, personnel compensation expenses and the costs of credits offered to riders for referring new riders. Sales and marketing costs are expensed as incurred.

Provision for Expected Credit Losses

This consists of the provision for expected credit loss against trade and other receivables.

Other Expenses

Other expenses consist primarily of withholding tax expense and other expenses not categorized elsewhere.

Finance Income

Finance income consists primarily of interest income from bank deposits.

Finance Cost

Finance costs consist primarily of lease finance charges.

Tax

This primarily relates to the deferred tax asset created on tax losses incurred by the Company, which can be set off against future taxable income.

Results of Operations

The following table summarizes our consolidated statements of comprehensive income for FY 2019 and FY 2020:

	Year Ended December 31	
($ million)	**2020**	**2019**
Revenue	17.3	12.4
Cost of sales	(26.4)	(33.8)
Gross loss	**(9.1)**	**(21.4)**
General and administrative expenses	(18.6)	(10.8)
Selling and marketing costs	(4.7)	(8.3)
Provision for expected credit losses	(0.7)	(0.3)
Other expenses	(0.2)	(0.1)
Operating loss	**(33.4)**	**(40.9)**
Finance income	0.6	0.4
Finance cost	(0.1)	(0.1)
Loss for the year before tax	**(32.9)**	(40.6)
Tax	3.2	5.4
Loss for the year	**(29.7)**	**(35.3)**
Other comprehensive income	(0.3)	1.2
Total comprehensive loss for the year	**(30.0)**	**(34.1)**

FY 2020 Compared to FY 2019

Revenue

	Year Ended December 31		
	2020	**2019**	**2019-2020 % Change**
Revenue ($ million)	17.3	12.4	40%

Revenue for FY 2020 was approximately $17.3 million, an increase of approximately $4.9 million from FY 2019. The increase in revenue resulted primarily from an overall reduction in promotions and rider incentives and sales refunds and waivers, which are recorded as a reduction to revenue. During FY 2020, promotions and rider incentives decreased by $3.4 million, from $9.5 million in FY 2019 to $6.0 million in FY 2020, while sales refunds and waivers also decreased by $1.1 million, from $3.4 million in FY 2019 to $2.3 million in FY 2020.

Between FY 2020 and FY 2019, Gross Revenue (a non-IFRS financial measure which excludes deductions for discounts, promotions and other deductions) (See "*Key Business and Non-IFRS Financial*

Measures—Gross Revenue") remained relatively consistent, despite a decrease in Total Bookings (See "*Key Business and Non-IFRS Financial Measures—Total Bookings*"). Total Bookings decreased by 2.3 million, from 19.1 million in FY 2019 to 16.8 million in FY 2020. The decrease in Total Bookings, which resulted from the effects of the COVID-19 pandemic, was offset by an increase in Average Ticket Fare (See "*Key Business and Non-IFRS Financial Measures—Average Ticket Fare*"), which increased from $1.36 per booking in FY 2019 to $1.56 per booking in FY 2020.

Cost of Sales

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Cost of sales ($ million)	26.4	33.8	22%

Cost of sales for FY 2020 was approximately $26.4 million, a decrease of approximately $7.4 million, or 22% compared to FY 2019. The decrease in cost of sales was primarily due to the optimization of supply utilization, as well as supply scale-down as a result of impacts of the COVID-19 pandemic, including related temporary business suspensions and lockdowns.

General and Administrative Expenses

	Year Ended December 31		
	2020	2019	2019-2020 % Change
General and administrative expenses ($ million)	18.6	10.8	73%

General and administrative expenses for FY 2020 were approximately $18.6 million, an increase of approximately $7.8 million, or 73%, compared to FY 2019. The increase in general and administrative expenses was primarily due to increased staff costs of $11.3 million in FY 2020, as compared to $4.1 million in FY 2019, which is expected to help propel future growth.

Selling and Marketing Expenses

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Selling and marketing expenses ($ million)	4.7	8.3	(43)%

Selling and marketing expenses for FY 2020 were approximately $4.7 million, a decrease of approximately $3.6 million, or 43%, compared to FY 2019. The decrease in selling and marketing expenses was primarily due to a reduction in offline marketing spend of approximately $2.6 million or 74%, as well as a reduction in online/growth marketing spend of approximately $1.5 million or 38%.

Provision for Expected Credit Losses

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Provision for expected credit losses ($ million)	0.7	0.3	124%

Provision for expected credit losses more than doubled to approximately $0.7 million in FY 2020 from $0.3 million in FY 19, representing an increase of $0.4 million, or 124%, compared to FY 2019. The increase was primarily due to increase in corporate trade receivables, as well as customer wallets.

Other Expenses

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Other expenses ($ million)	0.2	0.1*	

* *Percentage not meaningful*

Other expenses for FY 2020 were approximately $0.2 million, as compared to $0.1 million in FY 2019. The increase was primarily due to an increase in indirect taxes.

Finance Income and Finance Cost

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Finance income ($ million)	0.6	0.4	65%
Finance cost ($ million)	(0.1)	(0.1)	—

Finance income increased to approximately $0.6 million in FY 2020, an increase of $0.2 million or 65% compared to FY 2019, whereas finance costs for FY 2020 have remained stable at $0.1 million. The increase in finance income was mainly contributed by interest income earned on cash raised during FY 2020.

Tax

	Year Ended December 31		
	2020	2019	2019-2020 % Change
Tax ($ million)	3.2	5.4	(41)%

Tax for FY 2020 was approximately $3.2 million, a decrease of approximately $2.2 million, or 41%, compared to FY 2019. The decrease in tax was primarily due to a reduction in the underlying tax losses during the year.

Key Business and Non-IFRS Financial Measures

In addition to the measures presented in our consolidated financial statements, we use the following key business and non-IFRS financial measures to help us evaluate our business, identify trends affecting our business, formulate business plans, and make strategic decisions.

	Year Ended December 31	
	2020	2019
Total Bookings (in millions) (1)	16.8	19.1
Average Ticket Fare (2)	$ 1.56	$ 1.36
Cost per Seat (3)	$ 1.05	0.98
Gross Revenue ($ in millions) (4)	26.2	25.9
Gross Margin ($ in millions) (5)	2.5	(5.4)
Adjusted EBITDA ($ in millions) (6)	(29.7)	(40.4)

Notes:

(1) Total Bookings is an operating measure representing the total number of rides booked by riders (completed or cancelled) on our platform, over the period of measurement.

(2) Average Ticket Fare is an operating measure representing the average fare billed to riders for their bookings, calculated as Gross Revenue divided by the Total Bookings, over the period of measurement.

(3) Cost per Seat means the average cost to Swvl for each seat made available on our platform, calculated as captain costs (which refers to amounts paid to drivers for operating routes on our platform) divided by the total number of seats, over the period of measurement. Cost per Seat excludes any costs related to captain bonuses and deductions, incentive payments and tolls and fines.

(4) Gross Revenue is a non-IFRS financial measure representing revenue without any adjustments for end-user discounts and promotions, sales refunds, uncollected cash or sales waivers, over the period for measurement. For a reconciliation of Gross Revenue to the most directly comparable IFRS measure see the section entitled “—Reconciliation of Non-IFRS Financial Measures.”

(5) Gross Margin is a non-IFRS financial measure representing Gross Revenue net of captain costs, over the period for measurement. For a reconciliation of Gross Margin to the most directly comparable IFRS measure see the section entitled "—Reconciliation of Non-IFRS Financial Measures."

(6) Adjusted EBITDA is a non-IFRS financial measure calculated as loss for the year adjusted to exclude: (i) depreciation of property and equipment, (ii) depreciation of right-of-use assets, (iii) employee share-based payments charges, (iv) foreign exchange gains/losses, (v) provision for employees' end of service benefits, (vi) indirect tax expenses, (vii) net finance cost/income and (viii) tax. For a reconciliation of Adjusted EBITDA to the most directly comparable IFRS measure see the section entitled "—Reconciliation of Non-IFRS Financial Measures."

Total Bookings

Total Bookings is an operating measure defined as the total number of rides booked by riders on our platform, over the period of measurement. While Total Bookings have historically grown with the growth of our business, we experienced a decline from 19.1 million Total Bookings in FY 2019 to 16.8 million Total Bookings in FY 2020, primarily as a result of decreased demand resulting from the COVID-19 pandemic. This decrease was partially offset by geographic expansion and an increase in the number of riders using our platform.
Although we expect a return to growth in Total Bookings as the markets in which we operate recover from the COVID-19 pandemic, uncertainty remains as to the nature and timing of a full recovery.

Average Ticket Fare

Average Ticket Fare means the average fare billed to riders for their bookings, calculated as Gross Revenue divided by the Total Bookings, over the period of measurement. We use Average Ticket Fare internally to evaluate how we are pricing our seats in relation to the Cost per Seat to ensure we maintain our target gross margins. Average Ticket Fare increased from $1.36 in FY 2019 to $1.56 in FY 2020, primarily as a result of changes in pricing, travel distance and geographic mix.

Cost per Seat

Cost per Seat means the average cost to Swvl for each seat made available on our platform (whether utilized or not) and is calculated as captain costs divided by the total number of seats, over the period of measurement. Captain costs refer to amounts paid to drivers for operating routes on our platform. We track Cost per Seat internally to ensure that the cost at which suppliers are joining our platform reduces with time. We review it together with our Average Ticket Fare, as the relationship between these two metrics have a material impact on our Gross Margin. While Cost Per Seat has historically tended to decrease over time for each offering within a single geography, the overall Cost Per Seat is influenced by changes in ride distance and geographic mix. Cost per Seat increased from $0.98 in FY 2019 to $1.05 in FY 2020, primarily as a result of increases in ride distances and changes in geographic mix.

Gross Revenue

Gross Revenue is a non-IFRS financial measure representing revenue without any adjustments for end-user discounts and promotions, sales refunds, uncollected cash or sales waivers, over the period for measurement. We use Gross Revenue as an indicator of our growth and business performance as it measures the dollar volume of transactions on our platform. Gross Revenue has historically increased as our business has grown and was $25.9 million for FY 2019. As a result of the impact of the COVID-19 pandemic, Gross Revenue declined during the second quarter of FY 2020. Recovery started from the third quarter of FY 2020, with Gross Revenue returning to monthly levels substantially near pre-COVID-19 monthly levels by the end of FY 2020, resulting in Gross Revenue of $26.2 million for FY 2020. For a reconciliation of Gross Revenue to the most directly comparable IFRS measure see the section entitled "—Reconciliation of Non-IFRS Financial Measures."

Gross Margin

Gross Margin is a non-IFRS financial measure representing Gross Revenue net of captain costs, over the period for measurement. Captain costs refer to amounts paid to drivers for operating routes on our platform. We use Gross Margin as an indicator of the difference between the gross amount charged to customers for fares and the amount we pay to drivers to have them use the platform. Gross Margin has historically had an upwards trajectory, as was the case over the preceding two fiscal years. Gross Margin increased from a negative $5.4 million in FY 2019 to $2.5 million in FY 2020, driven primarily by an improvement in utilization of our supply over time (i.e., greater seat occupancy levels per vehicle) and our Average Ticket Fare growing faster than our Cost Per Seat over the period, as described in more detail below. For a reconciliation of Gross Margin to the most directly comparable IFRS measure see the section entitled "—Reconciliation of Non-IFRS Financial Measures."

Adjusted EBITDA

Adjusted EBITDA is a non-IFRS financial measure calculated as loss for the year adjusted to exclude the following items which we do not believe are reflective of our operating performance: (i) depreciation of property and equipment, (ii) depreciation of right-of-use assets, (iii) employee share-based payment charges, (iv) foreign exchange gains/losses, (v) provision for employees' end of service benefits, (vi) indirect tax expenses, (vii) net finance cost/income and (viii) tax.

Adjusted EBITDA has limitations as a financial measure, should be considered as supplemental in nature, and is not meant as a substitute for the related financial information prepared in accordance with IFRS. These limitations include the following:

- Adjusted EBITDA excludes certain recurring, non-cash charges, such as depreciation of property and equipment and right-of-use assets, and although these are non-cash charges, the assets being depreciated may have to be replaced in the future, and Adjusted EBITDA does not reflect all cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA excludes employee share-based payment charges, which has been, and will continue to be for the foreseeable future, a significant recurring expense in our business and an important part of our compensation strategy;
- Adjusted EBITDA does not reflect period to period changes in taxes, income tax expense or the cash necessary to pay income taxes; and
- Adjusted EBITDA does not reflect the components of foreign currency exchange gains (losses) or finance cost/income, net.

For a reconciliation of Adjusted EBITDA to the most directly comparable IFRS measure see the section entitled "—Reconciliation of Non-IFRS Financial Measures."

Reconciliation of Non-IFRS Financial Measures

To supplement our financial information, we use the following non-IFRS financial measures: Gross Revenue, Gross Margin and Adjusted EBITDA. However, the definitions of our non-IFRS financial measures may be different from those used by other companies, and therefore, may not be comparable. Furthermore, these non-IFRS financial measures have certain limitations in that they do not include the impact of certain expenses that are reflected in our consolidated financial statements that are necessary to run our business. Thus, these non-IFRS financial measures should be considered in addition to, not as substitutes for, or in isolation from, measures prepared in accordance with IFRS.

We compensate for these limitations by providing a reconciliation of these non-IFRS financial measures to the most directly comparable IFRS financial measures, being revenue and loss for the year for

"Gross Revenue" and "Gross Margin" and loss for the year for "Adjusted EBITDA". We encourage investors and others to review our financial information in its entirety, not to rely on any single financial measure and to view these non-IFRS financial measures in conjunction with their respective related IFRS financial measures.

The following table provides reconciliations of revenue to Gross Revenue and Gross Margin:

Reconciliation from Revenue to Gross Revenue and Gross Margin

($ in millions)	Year Ended December 31 2020	2019
Revenue	**17.3**	**12.4**
Add: End-user discounts and promotions	6.0	9.5
Add: Sales refunds	1.8	2.1
Add: Uncollected cash	0.5	0.7
Add: Sales waivers	0.5	1.3
Gross Revenue	**26.2**	**25.9**
Less: Captain costs	(23.7)	(31.3)
Gross Margin	2.5	(5.4)

The following table provides a reconciliation of loss for the year to Adjusted EBITDA:

Reconciliation from Loss for the Year to Adjusted EBITDA

($ in millions)	Year Ended December 31 2020	2019
Loss for the year	**(29.7)**	**(35.3)**
Add: Depreciation of property and equipment	0.1	0.0
Add: Depreciation of right-of-use assets	0.4	0.2
Add: Employee share-based payments charges	2.8	0.4
Add: Provision for employees' end of service benefits	0.2	—
Add: Indirect tax expense	0.2	0.1
Add/Less: Foreign exchange losses/(gains)	0.0	(0.1)
Less: Finance income, net	(0.5)	(0.3)
Less: Tax	(3.2)	(5.4)
Adjusted EBITDA	**(29.7)**	**(40.4)**

Liquidity and Capital Resources

Our principal sources of liquidity have been cash and cash equivalents raised from the issuance of convertible notes, equity financing and cash generated from operating activities.

Our total assets exceeded our total liabilities by approximately $18.4 million and $19.2 million as of December 31, 2020 and 2019, respectively, and we incurred a loss for the year of approximately $29.7 million and $35.3 million for FY 2020 and FY 2019, respectively. In addition, we had accumulated losses of approximately $74.7 million as of December 31, 2020. To support our business plans, we have historically raised funding primarily through the issuance of convertible notes and equity securities, and we raised approximately $26.4 million and $47.0 million of cash during FY 2020 and FY 2019, respectively, through the issuance of preferred equity securities. As of December 31, 2020 and 2019, we had cash and cash equivalents of approximately $10.3 million and $15.3 million, respectively.

We secured additional liquidity in 2021 through the issuance of $27.7 million of convertible notes and the pre-funding of $35.5 million of the PIPE Subscription Amount via the issuance of the Swvl Exchangeable Notes. For more information, see the section entitled "—Recent Developments" above.

Our cash and cash equivalents consist primarily of cash with banks or other financial institutions that is unrestricted as to withdrawal and use. Our cash and cash equivalents are primarily denominated in U.S. Dollars as well as in local currencies of the markets where we operate.

We believe that our current available cash and cash equivalents will be sufficient to meet our working capital requirements and capital expenditures in the ordinary course of business for a period of at least twelve months from the date hereof. We intend to finance our future working capital requirements and capital expenditures from cash generated from operating activities, funds raised from financing activities, and funds raised in connection with the Business Combination, including proceeds raised from the PIPE Financing and the funds released from the Trust Account after giving effect to any redemptions.

Our future capital requirements depend on many factors including our growth rate, the continuing market acceptance of our offerings, the timing and extent of spending to support our efforts to develop our platform, the expansion of sales and marketing activities, and the expansion of our business into new geographies and markets. Further, as part of our growth strategy, we expect to enter into arrangements to acquire or invest in businesses, products, services, and/or technologies. To enhance our liquidity position or increase our cash reserve for future investments or operations through additional financing activities, we may in the future seek equity or debt financing. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would result in increased fixed obligations and could result in operating covenants that would restrict our operations.

Other than the lease commitments described in Note 14 of our consolidated financial statements included in this proxy statement / prospectus, we did not have any material commitments or contingencies as at December 31, 2020 or 2019.

The following table sets forth a summary of our cash flows for the years indicated.

	Year Ended December 31	
($ million)	**2020**	**2019**
Cash flow from:		
Operating activities	(30.5)	(40.0)
Investing activities	(0.2)	(0.4)
Financing activities	26.0	46.4
Net (decrease)/increase in cash and cash equivalents	(4.7)	6.0

Operating Activities

Net cash used in operating activities was $30.5 million for the year ended December 31, 2020, primarily consisting of $32.9 million of loss for the year before tax, adjusted for certain non-cash items, which included $2.8 million employee share-based payments charges, a $0.7 million provision for expected credit losses, $0.4 million of depreciation expense related to right-of-use assets, a $0.2 million provision for employees' end of service benefits and $0.1 million of depreciation expense related to property and equipment. The net change in operating assets and liabilities are primarily the result of a $1.8 million decrease in trade and other receivables (on account of improved performance on collection of outstanding dues) and a $0.3 million increase in accounts payables, accruals and other payables. Additionally, there was an increase in current tax liabilities of $0.3 million, a decrease in prepaid expenses and other current assets of less than $0.1 million and a decrease in advances from shareholders of less than $0.1 million.

Net cash used in operating activities was $40.0 million for the year ended December 31, 2019, primarily consisting of $40.6 million of loss for the year before tax, adjusted for certain non-cash items, which included a $0.4 million employee share-based payments charges, a $0.3 million provision for credit losses, $0.2 million of depreciation expense related to right-of-use assets, and less than $0.1 million of depreciation

expense related to property and equipment. The net change in operating assets and liabilities are primarily the result of an increase in current tax liabilities of $0.5 million, a $0.2 million decrease in accounts payables, accruals and other payables and a $0.8 million decrease in trade and other receivables. Additionally, there was a decrease in prepaid expenses and other current assets of $0.2 million.

Investing Activities

Net cash used in investing activities was negative $0.2 million in 2020 and negative $0.4 million in 2019, consisting of purchases of property and equipment, which included the purchase of fixtures and furniture, leasehold improvements and employee laptops.

Financing Activities

Net cash provided by financing activities was $26.0 million in 2020, primarily consisting of $26.4 million in proceeds from the issuance of preferred shares, offset by $0.3 million in the repayment of finance lease liabilities.

Net cash provided by financing activities was $46.4 million in 2019, primarily consisting of $47.1 million in proceeds from the issuance of preferred shares, offset by $0.2 million in the repayment of finance lease liabilities and $0.5 million in cancellation of shares.

Holding Company Structure

Swvl Inc. is, and Swvl Holdings Corp will be, a holding company without substantive business operations. Swvl conducts its operations primarily through its subsidiaries in the jurisdictions in which it operates. As a result, our ability to pay dividends depends upon dividends paid by our subsidiaries. If our subsidiaries or any newly formed subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us.

In addition, as determined in accordance with local regulations, our subsidiaries in certain jurisdictions may be restricted from paying us dividends offshore or from transferring a portion of their assets to us, either in the form of dividends, loans or advances, unless certain requirements are met and regulatory approvals are obtained. Even though we currently do not require any such dividends, loans or advances from our entities for working capital and other funding purposes, we may in the future require additional cash resources from them due to changes in business conditions, to fund future acquisitions and development, or merely to declare and pay dividends or distributions to our shareholders.

Capital Expenditures

Our capital expenditures amounted to approximately $0.2 million in FY 2020 and approximately $0.4 million in FY 2019. Our historical capital expenditures are primarily related to additions and purchases of property and equipment, which included the purchase of fixtures and furniture, leasehold improvements and employee laptops. While we are an asset-light business, we expect to moderately increase our capital expenditures to meet the expected growth in scale of our business and as we expand geographically and bolster our existing offerings. We expect that cash received in connection with the Business Combination and cash from operating activities and financing activities will be used to meet our capital expenditure and marketing spend needs in the foreseeable future.

Indebtedness

We issued a series of convertible notes in an aggregate principal amount of $27.7 million to certain noteholders between March 8, 2021 and May 20, 2021. These notes originally bore interest at a rate of 12% per

annum, but such interest rate automatically decreased to 6.5% per annum on May 20, 2021, upon the issuance of notes with an aggregate principal amount in excess of $20 million. At the Closing, all of such notes will be cancelled, extinguished and converted into the right to receive Holdings Common Shares A.

In addition to the above, on August 25, 2021, eight PIPE Investors pre-funded Swvl with $35.5 million of the aggregate PIPE Subscription Amount by purchasing Swvl Exchangeable Notes. At the Closing, each Swvl Exchangeable Note will be automatically exchanged for Holdings Common Shares A at an exchange price of $8.50 per share. Upon the issuance of the Swvl Exchangeable Notes, the amount of the applicable PIPE Investor's subscription was reduced dollar-for-dollar by the aggregate purchase price of such PIPE Investor's Swvl Exchangeable Notes.

Off-Balance Sheet Arrangements

As of December 31, 2021, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Quantitative and Qualitative Disclosures about Market Risks

We are exposed to market risks in the ordinary course of our business. These risks primarily include currency risk, interest rate risk and other price risk. See Note 3 to our consolidated financial statements included elsewhere in this proxy statement/prospectus for further details.

Interest Rate Risk

Interest rate risk is the risk that our earnings will be affected as a result of fluctuations in the value of financial instruments due to changes in market interest rates. We do not have any borrowings which are exposed to interest rate risk. We have certain financial assets that generate interest income. However, we are not exposed to material interest rate risk on these financial assets.

Currency Risk

Currency risk is the risk that the value of a financial instrument will fluctuate because of changes in foreign exchange rates. We are not exposed in our transactions denominated in Emirati dirham as it is pegged against the US dollar. However, for the transactions denominated in other currencies (i.e., Pakistani rupees, Egyptian pounds or Kenyan shillings), we are exposed to currency risks as these currencies are not pegged against the US dollar. For detailed discussion and sensitivity analysis on currency risk, see Note 3(c) of our audited consolidated financial statements included elsewhere in this proxy statement/prospectus.

Other Price Risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from currency risk or interest rate risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting asll similar financial instruments traded in the market.

We are not exposed to price risk as at December 31, 2020, as we have no financial instruments which are sensitive to market prices.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with IFRS. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts

of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates under different assumptions or conditions. We believe that the following critical accounting policies reflect the more significant judgments, estimates and assumptions used in the preparation of our consolidated financial statements.

Revenue

We recognize revenue in accordance with IFRS 15, which we adopted as of January 1, 2019, the date of our IFRS adoption. The Company derives its revenue principally from end-users who use the Swvl platform to access routes predetermined by the Company. Revenue for transport represents the gross amount of fares charged to the end-user for these services. The sole performance obligation of the Company is to provide transportation services to the end-users by integrating the use of the Swvl platform and a network of captains and vehicles registered on the platform. The end-users are charged for using transportation services (i.e. fare charges, net of the discounts and incentives) and are given various incentives (discussed below). The Company recognizes revenue when its performance obligation towards the end-users has been satisfied (i.e. when the ride is completed). It is at this point in time that the end-user becomes liable to transfer the due consideration to the Company.

The Company evaluates the presentation of revenue on a gross versus net basis based on whether the Company controls the service provided to the end-user and is the principal in the transaction (gross), or the Company arranges for other parties (operators and individual captains) to provide the service to the end-user and is the agent in the transaction (net). The Company considers itself a principal for the transportation services because it controls the services provided to riders.

End-user discounts and promotions

The Company offers discounts and promotions to end-users to encourage use of the transportation services provided by the Company. These are offered in various forms and include:

- *Targeted end user discounts and promotions*. These discounts and promotions are offered to specific end-users in a market to acquire, re-engage or generally increase end-users' use of the platform. Because the end-user does not provide the Company with a distinct good or service against these promotions and discounts, the Company deducts the amount of these promotions and discounts from the transaction price when recognizing revenue.
- *Free credits*. Swvl provides end-users booking intercity routes using Swvl's Travel platform with free credits to encourage booking a two-way trip between origin and destination cities. Under Swvl's free credit program, a credit is transferred to an end-user's wallet on the Swvl application after the completion of the first trip that the end-user can then consume while paying for the return trip. Because the Company provides the discount that is to be used in the future by the end-user, the free credit is recognized as a liability until it is redeemed by the end-user or the validity period of such credit lapses. However, this liability is not recognized when it is immaterial.
- *End-user referrals*. End-user referrals are earned when an existing end-user (the referring end-user) refers a new end-user (the referred end-user) to the Swvl platform and the new end-user books their first ride on the platform. These referrals are typically paid in the form of a credit given to the referring end-user. The referring end-user is deemed to provide growth and marketing services to the Company as it provides a distinct good or service against the end-user referral discounts. As a result of this, the end-user referrals are recognized as selling and marketing costs.
- *Market-wide promotions*. Market-wide promotions reduce the end-user fare charged for all or substantially all rides in a specific market in the form of discounts. As a result, the Company recognizes the cost of these promotions as a reduction of revenue when the ride is completed.

Deferred tax

As Swvl Inc. is incorporated in the British Virgin Islands, the profits from operations of Swvl Inc. are not subject to taxation. However, certain subsidiaries of Swvl Inc. are based in taxable jurisdictions such as Egypt, Kenya, and Pakistan where they are liable for tax.

The Company records deferred tax to provide for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax assets have been recognized by a certain subsidiary of the Company on their trading losses where utilization is probable, given that there are probable future taxable profits to offset against these losses. The Company continuously reviews the recoverability of the deferred tax asset for any significant changes to these assumptions.

Share-based payments

Employees (including senior executives) of the Company received remuneration in the form of share-based payments starting in May 2017, whereby employees have rendered services as consideration for equity instruments (i.e., equity-settled transactions).

The Company has issued share-based payment awards, for which "grant date" is not achieved, due to the absence of a formal approval of the terms and conditions of the grant that reflect the intent of this long-term incentive scheme. The award's terms however, include a condition that the employees would be eligible to exercise their vested options only on an exit event occurring. If an employee leaves the Company before the exit event, the employee could exercise options on a pro-rata basis (based on the length of time that the employee has served since the award was granted). Therefore, the cost of awards is recognized in advance of the grant date, over the period services are rendered by the employees, by estimating the fair value of the equity instruments at the end of each reporting period despite the Company's awards being classified as equity-settled. The grant date was achieved subsequently in July 2021 when the formal terms and conditions were finalized by the Board of Directors, which will be communicated and clarified with the employees as part of the exit event. The cost is recognized in employee benefits expense, together with a corresponding increase in equity (other capital reserves). The cumulative expense recognized reflects the Company's best estimate of the number of equity instruments that will ultimately vest.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other conditions attached to an award, but without an associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award. The probability of an exit event occurring is a non-vesting condition, and is included in the fair value of the awards, whose charge is amortized over the period services are rendered by the employees.

Emerging Growth Company Status

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 ("JOBS Act") exempts emerging growth companies from certain SEC disclosure requirements and standards. We intend to take advantage of some of the reduced regulatory and reporting requirements of emerging growth companies pursuant to the JOBS Act so long as we qualify as an emerging growth company, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act. See *"Risk Factors — Holdings is an "emerging growth company", and the reduced disclosure requirements applicable to emerging growth companies may make Holdings Common Shares A less attractive to investors"*.

Internal Control Over Financial Reporting

Prior to the Closing, we have been a private company with the size of accounting personnel, and other resources with which to address our internal control over financial reporting, being in line with early-stage

private companies. In connection with the audits of our consolidated financial statements included in this proxy statement/prospectus, we and our independent registered public accounting firm identified three material weaknesses and other significant control deficiencies in our internal control over financial reporting. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

The material weaknesses that have been identified relate to (1) the sufficiency of resources with an appropriate level of technical accounting and SEC reporting experience, (2) a lack of sufficient financial reporting policies and procedures that are commensurate with IFRS and SEC reporting requirements, and (3) the design and operating effectiveness of IT general controls for information systems that are relevant to the preparation of our consolidated financial statements. We are already executing on a plan to remediate them. However, if for any reason we are unable to remediate these material weaknesses, our ability to produce accurate and timely consolidated financial statements may be impaired. We have implemented and plan to implement a number of measures to address the material weaknesses that have been identified. We have hired additional qualified financial and accounting staff with working experience of IFRS and SEC reporting requirements and plan to continue such hiring efforts. We intend to conduct regular and continuous IFRS accounting and financial reporting training programs for our financial reporting and accounting personnel. We plan to establish an internal audit function and engage an external consulting firm to assist us to assess Sarbanes-Oxley Act compliance requirements and improve our overall internal controls. We also plan to prepare comprehensive accounting policies, manuals and closing procedures to improve the quality and accuracy of our period end financial closing process. Furthermore, with respect to the effectiveness of our IT general controls, we are in the process of establishing formal processes and controls for information systems that are key to the preparation of our consolidated financial statements, including access and change controls. If these measures are ineffective, we may be unable to remediate these issues in the anticipated timeframe.

Please see the section entitled "Risk Factors— *We have identified material weaknesses in our internal control over financial reporting. We are already executing on a plan to remediate them. However, and if for any reason we are unable to remediate these material weaknesses and otherwise to maintain proper and effective internal controls over financial reporting in the future, our ability to produce accurate and timely consolidated financial statements could may be impaired, which could may harm our operating results, our ability to operate our business and or investors' views of us.*" for additional information.

BUSINESS OF SPAC AND CERTAIN INFORMATION ABOUT SPAC

Overview

SPAC is a blank check company incorporated on December 9, 2020 as a Cayman Islands exempted company and formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities.

SPAC's founder, Victoria Grace, formed a team of management, board members and advisory board including Betsy Atkins, Nelda Connors, Brad Jones and Hannah Jones (the "SPAC Advisory Board"), who each have decades of experience in one or several of the key areas that SPAC believes is essential to successfully identifying and partnering with the right company for a business combination. SPAC's team includes business executives, professional investors, entrepreneurs and public company board members with a wide range of relevant experience founding, growing and leading companies.

The Sponsor is controlled by Ms. Grace and owned by members of SPAC's management team and board, the SPAC Advisory Board, an affiliate of Agility and certain other individuals. Ms. Grace founded Colle Capital Partners I, LP in December 2015 and through Colle Capital has made investments in a diverse portfolio of 48 companies across the logistics, healthcare, financial technology, marketplace and emerging technology sectors.

Agility, one of the world's top logistics providers, is one of the owners of Sponsor and is a leader and investor in technology to enhance supply chain efficiency, as well as a pioneer in emerging markets. Agility operates in over 100 countries. Colle Capital and Agility are long-standing partners and have invested together in numerous companies, including Hyliion Inc. (NASDAQ: HYLN) ("Hyliion").

In December 2020, Sponsor purchased 6,468,750 SPAC Class B Ordinary Shares for $25,000, or approximately $0.004 per share. On January 13, 2021 and January 19, 2021, SPAC effected a share capitalization of 1,437,500 and 718,750 SPAC Class B Ordinary Shares, respectively, resulting in Sponsor holding an aggregate of 8,625,000 SPAC Class B Ordinary Shares (up to 1,125,000 shares of which were subject to forfeiture to the extent the underwriters of the Initial Public Offering did not exercise their over-allotment option). On January 22, 2021, the underwriters exercised their over-allotment option in full, and therefore the 1,125,000 shares which were subject to forfeiture are no longer subject to forfeiture.

On the IPO Closing Date, SPAC consummated the Initial Public Offering of 34,500,000 SPAC Units, including 4,500,000 SPAC Units that were issued pursuant to the underwriters' exercise of their over-allotment option in full. The SPAC Units were sold at a price of $10.00 per unit, generating gross proceeds to SPAC of $345.0 million. Each SPAC Unit consists of one SPAC Class A Ordinary Share, and one-third of one SPAC Public Warrant. Each SPAC Public Warrant entitles the holder thereof to purchase one SPAC Class A Ordinary Share at a price of $11.50 per share, subject to adjustment.

Simultaneously with the consummation of the Initial Public Offering, SPAC completed the private sale of 5,933,333 SPAC Private Placement Warrants at a purchase price of $1.50 per SPAC Private Placement Warrant to Sponsor, generating gross proceeds to SPAC of $8.9 million. Each SPAC Private Placement Warrant entitles the holder to purchase one SPAC Class A Ordinary Share at $11.50 per share. The SPAC Private Placement Warrants (including the SPAC Class A Ordinary Shares issuable upon exercise thereof) may not, subject to certain limited exceptions, be transferred, assigned or sold by the holder until 30 days after the completion of the Initial Business Combination.

$345.0 million of the net proceeds from the Initial Public Offering and the SPAC Private Placement has been deposited in the Trust Account.

SPAC received gross proceeds from the Initial Public Offering and the sale of the SPAC Private Placement Warrants of $345.0 million and $8.9 million, respectively, for an aggregate of $353.9 million. $345.0 million of the gross proceeds were deposited into the Trust Account. The $345.0 million of net proceeds held in the Trust Account includes approximately $10.0 million of deferred underwriting discounts and commissions that will be released to the underwriters of the Initial Public Offering upon completion of the Initial Business Combination. Of the gross proceeds from the Initial Public Offering and the sale of the SPAC Private Placement Warrants that were not deposited in the Trust Account, approximately $5.9 million was used to pay underwriting discounts and commissions in connection with the Initial Public Offering, approximately $91,000 was used to repay loans and advances from Sponsor, and the balance was reserved to pay accrued offering and formation costs, business, legal and accounting due diligence expenses on prospective acquisitions and continuing general and administrative expenses.

In the case that additional SPAC Class A Ordinary Shares, or equity-linked securities, are issued or deemed issued in excess of the amounts sold in the Initial Public Offering in relation to the closing of the Initial Business Combination, the ratio at which SPAC Class B Ordinary Shares will convert into SPAC Class A Ordinary Shares will be adjusted (unless the holders of a majority of the outstanding SPAC Class B Ordinary Shares agree to waive such adjustment with respect to any such issuance or deemed issuance) so that the number of SPAC Class A Ordinary Shares issuable upon conversion of all issued and outstanding SPAC Class B Ordinary Shares will equal, in the aggregate, on an as-converted basis, 20% of the sum of the total number of all outstanding Ordinary Shares upon the completion of the Initial Public Offering plus all SPAC Class A Ordinary Shares and equity-linked securities issued or deemed issued in connection with the business combination (excluding any Ordinary Shares or equity-linked securities issued, or to be issued, to any seller in the Initial Business Combination). Sponsor, as the holder of all of the outstanding SPAC Class B Ordinary Shares, agreed to waive such adjustment in connection with the consummation of the Transactions.

On March 12, 2021, SPAC announced that, commencing March 15, 2021, holders of the SPAC Units sold in the Initial Public Offering may elect to separately trade the SPAC Class A Ordinary Shares and SPAC Public Warrants included in the SPAC Units. The SPAC Class A Ordinary Shares and SPAC Public Warrants that are separated will trade on Nasdaq under the symbols “GMBT” and “GMBTW,” respectively. Those SPAC Units not separated will continue to trade on Nasdaq under the symbol “GMBTU” until the SPAC Merger Effective Time.

Initial Business Combination

SPAC must complete one or more Initial Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on income earned on the Trust Account) at the time of the agreement to enter into the Initial Business Combination.

Redemption Rights for Holders of SPAC Public Shares

SPAC is providing the SPAC Public Shareholders with the opportunity to elect to redeem their SPAC Public Shares for cash equal to a pro rata share of the aggregate amount then on deposit in the Trust Account, including interest not previously released to SPAC to pay its taxes, divided by the number of then-outstanding SPAC Public Shares, upon the consummation of the Business Combination, subject to the limitations described herein. As of June 30, 2021, the amount in the Trust Account, including interest not previously released to SPAC to pay its franchise and income taxes, is approximately $10.00 per SPAC Public Share. Sponsor and SPAC’s officers and directors have entered into a letter agreement with SPAC, pursuant to which they have agreed to waive their redemption rights with respect to the SPAC Class B Ordinary Shares and any SPAC Public Shares they may hold in connection with the consummation of the Business Combination. The SPAC Class B Ordinary Shares will be excluded from the pro rata calculation used to determine the per share redemption price.

Submission of Initial Business Combination to a Shareholder Vote

The SPAC Shareholders' Meeting to which this proxy statement relates is being held to solicit your approval of, among other things, the Business Combination Proposals. Unlike many other blank check companies, SPAC Public Shareholders are not required to vote against the Business Combination in order to exercise their redemption rights. If the Business Combination is not completed, then SPAC Public Shareholders electing to exercise their redemption rights will not be entitled to receive such payments. Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares owned by them in favor of the Business Combination.

Limitation on Redemption Rights

The SPAC Articles provides that a SPAC Public Shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13(d)(3) of the Exchange Act), will be restricted from seeking redemptions with respect to more than an aggregate of 20% of the SPAC Class A Ordinary Shares included in the SPAC Units sold in the IPO.

Employees

SPAC currently has two officers. These individuals are not obligated to devote any specific number of hours to SPAC's matters but they intend to devote as much of their time as they deem necessary to SPAC's affairs until it has completed the Initial Business Combination. The amount of time that they will devote in any time period will vary based on whether a target business has been selected for the Initial Business Combination and the stage of the business combination process SPAC is in.

Management

Executive Officers and Directors

Our current executive officers and directors are set forth below:

Name	Age	Position
Victoria Grace	46	Chief Executive Officer and Director
Anastasia Nyrkovskaya	44	Chief Financial Officer
Jennifer Barbetta	48	Independent Director
Cheryl Martin, Ph.D.	58	Independent Director
Jill Putman	54	Independent Director
Jeannine Sargent	57	Independent Director
Lone Fonss Schroder	61	Independent Director
Elizabeth K. Weymouth	53	Independent Director

Victoria Grace has been SPAC's Chief Executive Officer and a member of its board of directors since December 2020. Ms. Grace is a founding partner of Colle Capital Partners I, LP, an opportunistic, early stage technology venture fund and Chief Executive Officer and Director of Queen's Gambit Growth Capital II. Prior to founding Colle Capital, Ms. Grace was a partner at Wall Street Technology Partners LP, a mid-stage technology fund, from November 2000 to February 2014, and a director of Dresdner Kleinwort Wasserstein Private Equity Group from November 2000 to October 2004. In addition, Ms. Grace co-founded, co-managed and served as President of Work It, Mom! LLC, a network site for professional moms with an advertising revenue model from 2007 until its merger with another content company in 2012. She also served on the board of directors of VNV Global Ltd., an investment company with a focus on companies with network effects. Ms. Grace has worked with, and made investments in a broad range of companies, including enterprise software, wireless technologies, medical devices, health IT, FinTech, hardware, virtual reality and D2C retail companies. Notable investments that Ms. Grace either led or worked closely with include Apriso (acquired by Dassault Systemes), AZA Group

(formerly BitPesa Ltd.), Lon, Inc. (d/b/a Bread) (acquired by Alliance Data Systems Operations), CargoX Ltd., Concourse Global Enrollment, Inc., Health Platforms Inc. (Doctor.com) (acquired by Press Ganey Associates LLC), EnsoData Inc., Hyliion Inc. (NYSE: HYLN), Maven Clinic Co., MaxBone, Inc., MetaStorm Inc. (acquired by OpenText Corporation), Netki, Inc., Numan, Parkside Securities, Inc., QMerit, Inc., Radar, Sensydia Corporation, Skopenow, Inc., Swiftmile, Inc., Syft (acquired by Recruit Holdings Co Ltd., owner of indeed.co.uk) and Vergent Bioscience, Inc. Ms. Grace received her Bachelor of Arts in economics and biochemistry from Washington University in St. Louis in 1997.

Anastasia Nyrkovskaya has been SPAC's Chief Financial Officer since December 2020. Ms. Nyrkovskaya is currently the Chief Financial Officer of Queen's Gambit Growth Capital II and Chief Financial Officer of Fortune Media (USA) Corporation ("Fortune Media"), which she joined in April 2019, where she leads all aspects of finance and accounting, board relations, corporate development and multiple new initiatives, including a post-acquisition transition. Prior to joining Fortune Media, she served as Chief Financial Officer and Treasurer of Birchbox Inc., from July 2018 to February 2019, where she oversaw finance and accounting, business intelligence and human resources, and the Chief Financial Officer of XpresSpa Group, Inc. (NASDAQ: XSPA) from May 2013 to August 2018, where she led finance and accounting functions, including SEC reporting and debt raises in the public markets. Prior to these roles, Mrs. Nyrkovskaya served as Vice President and Assistant Global Controller and Vice President, Corporate Finance and Business Development at NBCUniversal Media, LLC ("NBCUniversal") from November 2006 to May 2013. While at NBCUniversal, she was the accounting and finance lead on numerous M&A transactions, including the original formation of HULU, LLC, as well as the acquisitions of The Weather Channel and Oxygen Network, among others. Mrs. Nyrkovskaya started her career in Audit followed by Transaction Services at KPMG, LLP where she worked from September 1998 to November 2006.

Jennifer Barbetta, one of SPAC's independent directors, is the Chief Operating Officer and Senior Managing Director at Starwood Capital Group, a private investment firm with a primary focus on global real estate. Additionally, Ms. Barbetta is a director nominee of Queen's Gambit Growth Capital II and currently serves on the board of directors of Artisan Partners Asset Management Inc. and is a member of its Nominating and Corporate Governance Committee and Compensation Committee. Prior to joining Starwood Capital Group in 2019, Ms. Barbetta was a Partner and Managing Director at Goldman Sachs. While at Goldman Sachs from 1995 to 2019, Ms. Barbetta served in a variety of leadership roles, including as Chief Operating Officer and Global Head of Strategic Client Services of Goldman Sachs Asset Management from 2011 to 2016 and Chief Operating Officer of the Alternative Investments and Manager Selection business where she worked from 1997 to 2011. Ms. Barbetta currently serves on the Dean's Advisory Council for the Villanova School of Business as of 2018 and the Emeritus Board of the Point Foundation as of 2017. Ms. Barbetta received a Bachelor of Science in Finance from Villanova University.

Cheryl Martin, Ph.D, one of SPAC's independent directors, is the Founder and Principal of Harwich Partners, LLC, a consulting firm that works with public and private sector entities to design and implement solutions for complex problems, especially those related to energy, sustainability and technology adoption. Dr. Martin is a director nominee of Queen's Gambit Growth Capital II. From March 2016 to November 2018, Dr. Martin was a member of the Managing Board of the World Economic Forum in Geneva, Switzerland, where she was responsible for a range of industry and innovation initiatives. Prior to this, Dr. Martin served as Acting Director of the U.S. Department of Energy's Advanced Research Projects Agency–Energy ("ARPA-E") from 2013 to 2014. Dr. Martin additionally served as the Deputy Director for Commercialization at ARPA-E from August 2011 to March 2015, where she led the Technology-to-Market program, which helps breakthrough energy technologies succeed in the marketplace. Prior to joining ARPA-E, Dr. Martin was an Executive in Residence with Kleiner Perkins Caufield and Byers, a venture capital firm based in California from January 2010 to August 2011 and served as the interim Chief Executive Officer of Renmatix, a start-up company focused on renewable materials from March 2010 to August 2010. Dr. Martin also spent 20 years with Rohm and Haas Company, starting her career as a Senior Scientist for the Plastics Additive business and later in the Plastics Additive and Coatings businesses. In 2000, Dr. Martin was named Director, Investor Relations of Rohm and

Haas Company, and later Director, Financial Planning. In 2005, Dr. Martin was named General Manager of Rohm and Haas Company's Adhesives and Sealants business in North America. In 2017, she was elected as Corporate Vice President and named General Manager for the Paint and Coatings Materials business in Europe, Middle East and Africa, a position she held until 2009. Dr. Martin currently serves as Chair of the board of directors of Sound Agriculture Company as of May 2020. Dr. Martin additionally served as a member of the board of directors of Enbala Power Networks from March 2016 until its acquisition by Generac Power System in October 2020. Dr. Martin currently serves as a member of several non-profit boards of directors, including Philabundance, the greater Philadelphia region's largest hunger relief organization, rejoining the board in September 2020 after prior board service from 2010 to 2016 as well as Clean Energy Trust and Elemental Excelerator. Dr. Martin earned a Bachelor of Arts in chemistry from the College of the Holy Cross, where she is currently a Trustee, and a Ph.D. in organic chemistry from the Massachusetts Institute of Technology ("MIT").

Jill Putman, one of SPAC's independent directors, is the Chief Financial Officer at Jamf Holding Corp. ("Jamf") (NASDAQ: JAMF), a comprehensive enterprise management software of the Apple platform, a member of the board of directors and chair of the Audit Committee of Integral Ad Science (NASDAQ:IAS), a global leader in digital ad verification, and is a director nominee of Queen's Gambit Growth Capital II. Prior to joining Jamf in 2014, Ms. Putman served as Chief Financial Officer of Kroll Ontrack, a private-equity owned e-discovery firm from July 2011 to May 2014. Prior to her role at Kroll Ontrack, Inc., Ms. Putman was the Divisional Chief Financial Officer and Vice President of Finance at Lifetouch Inc. from 2010 to 2011, where she was responsible for driving strategic planning, controlling and reporting of financial reports, financial planning and analysis and policy development. Ms. Putman also served as Vice President of Finance at McAfee Corp. from 2008 to 2009, and Vice President of Global Finance and Treasurer of Secure Computing Corporation from 1997 until its acquisition by McAfee Corp. in 2008. Prior to joining Secure Computing Corporation, Ms. Putman held several finance positions at Target Corp. (Dayton Hudson Corporation) from 1993 to 1997. Ms. Putman additionally served as an auditor at KPMG LLP, serving in its audit practice, from 1990 to 1993.

Jeannine Sargent, one of SPAC's independent directors, currently serves in investment and advisory roles that are focused on industries ranging from AI-enabled solutions to the energy transition and sustainability, including serving as an Advisor at Breakthrough Energy Ventures as of December 2018, Senior Advisor at Generation Investment Management LLP as of November 2017 and Operating Partner and Senior Advisor at Katalyst Ventures Management LLC, as of January 2018. Ms. Sargent is a director nominee of Queen's Gambit Growth Capital II. From January 2012 to October 2017, Ms. Sargent held multiple executive leadership roles at Flex Ltd., a leading global design, engineering and manufacturing company, including President of Innovation and New Ventures and President of Flex's Energy business. Prior to joining Flex Ltd., Ms. Sargent served as Chief Executive Officer at Oerlikon Solar AG, a thin-film silicon solar photovoltaic module manufacturer, from 2007 to 2010 and Chief Executive Officer of Voyan Technology, an embedded systems software provider from 1996 to 2001. Additionally, Ms. Sargent served as Executive Vice President and General Manager at Veeco from 2004 to 2007. Ms. Sargent currently serves on the board of directors and audit committee of Synopsys Inc., an electronic design automation company that focuses on silicon design and verification, silicon intellectual property and software security and quality since September 2020, Fortive Corporation, a provider of essential technologies for connected workflow solutions since February 2019 currently serving as Chair of the Nominating & Governance committee and member of Audit committee; and Proterra Inc., a leader in the design and manufacture of zero-emission electric transit and EV technology, since October 2018 where she is the Lead Independent Director and serves on the Audit committee. She is also a member of the board of Trustees of Northeastern University since July 2017. Ms. Sargent previously served as a member of the board of directors at Cypress Semiconductor Corporation from December 2017 to May 2020.

Lone Fonss Schroder, one of SPAC's independent directors, currently serves as the Chief Executive Officer at Concordium AG, the world's first blockchain with protocol-level identity mechanism, as of February 2019. Ms. Fonss Schroder is a director nominee of Queen's Gambit Growth Capital II and currently sits on the boards of directors of IKEA Group, Volvo Car Group, Aker Group (comprised of Akastor ASA and Aker Solutions ASA which merged with Kvaerner ASA in November 2020), the CSL Group Inc. and Geely Sweden

Holdings. She previously served as Chairman of Saxo Bank A/S from 2014 to 2018, Audit Committee Chairman of Valmet Oy from 2014 to 2018, a member of the Credit & Audit Committee of Handelsbanken AB from 2009 to 2014, a member of the Audit Committee of Vattenfall AB from 2005 to 2012 and a member of the Audit Committee of Yara ASD from 2006 to 2011. Ms. Fonss Schroder co-founded the fintech company Cashworks, Inc. in 2016, and formerly served as President and Chief Executive Officer of Wallenius Lines from 2005 to 2010. Additionally, Ms. Fonss Schroder spent 22 years at A.P. Moller Maersk, where she held several senior management positions, and founded Maersk Procurement and Star Air where she was responsible for the Car Carriers and Bulk division. She was also a Senior Advisor for Credit Suisse from 2014 to 2018 and a former partner of CMC Biologics A/S (which was acquired by AGC Biologics, Inc. in 2016). Ms. Fonss Schroder received a Masters of Science in Law from the University of Copenhagen in 1987 and a Masters of Science in Economics from the Copenhagen Business School in 1984.

Elizabeth K. Weymouth, one of SPAC's independent directors, is the Founder, Managing Partner and Chair of the Investment Committee at Grafine Partners, LP, a boutique alternative asset management firm and is a director nominee of Queen's Gambit Growth Capital II. Prior to founding Grafine Partners, LP in 2018, Ms. Weymouth served as a Partner at Riverstone Holdings LLC, a private investment firm focused on growth capital investments in the energy industry, from 2007 to 2017, where Ms. Weymouth helped to institutionalize the firm and secured $27 billion of capital from global sources. Before joining Riverstone Holdings LLC, Ms. Weymouth was at J.P. Morgan serving in a variety of roles from 1994 to 2007, including serving as Managing Director at J.P. Morgan Private Bank and Head of Investments for the U.S. Northeast region, as well as serving on the Global Investment Leadership Team and Fiduciary Oversight Committee. Ms. Weymouth additionally served as a member of the firm's Senior Women's Leadership Forum and Mentoring Committee. Earlier in her career, Ms. Weymouth worked in London for Willis Corroon, PLC as an Associate in the Oil and Gas Division, negotiating insurance coverage for Fortune 50 energy companies with underwriters. Ms. Weymouth additionally served as Chair of the board of trustees of the University of Virginia Darden School of Business from 2016 to 2019, where she served as the first female chair in their history.

Number and Terms of Office of Officers and Directors

SPAC has seven directors. The SPAC Board is divided into three classes with only one class of directors being elected in each year and each class (except for those directors appointed prior to SPAC's first annual meeting of shareholders) serving a three-year term. The term of office of the first class of directors, consisting of Jen Barbetta and Cheryl Martin, expires at SPAC's first annual general meeting. The term of office of the second class of directors, consisting of Jill Putman and Jeannine Sargent, expires at the second annual general meeting. The term of office of the third class of directors, consisting of Lone Fonss Schroder, Elizabeth K. Weymouth and Victoria Grace, expires at the third annual general meeting.

Holders of SPAC Class B Ordinary Shares have the right to appoint and remove all of SPAC's directors prior to the consummation of the Initial Business Combination and SPAC Public Shareholders do not have the right to vote on the appointment or removal of directors during such time.

Approval of the Initial Business Combination requires the affirmative vote of a majority of the SPAC Board, which must include a majority of SPAC's independent directors and each of the non-independent directors nominated by Sponsor.

SPAC's officers are appointed by the SPAC Board and serve at the discretion of the SPAC Board, rather than for specific terms of office. The SPAC Board is authorized to appoint persons to the offices set forth in the SPAC Articles as it deems appropriate. The SPAC Articles provide that SPAC's officers may consist of a Chairman of the board of directors, Chief Executive Officer, President, Chief Financial Officer, Vice Presidents, Secretary, Treasurer and such other offices as may be determined by the SPAC Board.

Board Leadership Structure and Role in Risk Oversight

Victoria Grace serves as the Chairman of the SPAC Board, as well as the Chief Executive Officer of the SPAC, and is responsible for leading SPAC management and operations. The SPAC Board believes that the current leadership structure is efficient for a company of SPAC's size, and promotes good corporate governance. However, the SPAC Board will continue to evaluate its leadership structure and may change it if, in the opinion of the SPAC Board, a change is required by the needs of SPAC's business and operations.

The SPAC Board is actively involved in overseeing SPAC's risk assessment and monitoring processes. The SPAC Board focuses on SPAC's general risk management strategy and ensures that appropriate risk mitigation strategies are implemented by management. Further, operational and strategic presentations by management to the SPAC Board include consideration of the challenges and risks of SPAC's businesses, and the SPAC Board and management actively engage in discussion on these topics. In addition, each of the SPAC Board's committees considers risk within its area of responsibility.

SPAC Advisory Board

In addition to SPAC's management team and board of directors, SPAC has assembled a highly differentiated SPAC Advisory Board of accomplished founders and operators that SPAC believes will help position SPAC as a preferred partner for potential business combination targets. The members of SPAC's Advisory Board will assist SPAC's management team with sourcing and evaluating business opportunities and devising plans and strategies to optimize any business that SPAC acquires following the consummation of this offering. However, unlike SPAC's management team, SPAC's senior operating advisors will not be responsible for managing SPAC's day-to-day affairs and have no authority to engage in substantive discussions with potential business combination targets on SPAC's behalf. SPAC's senior operating advisors are neither paid nor reimbursed for any out-of-pocket expenses.

Betsy Atkins, one of SPAC's senior operating advisors, is a serial entrepreneur and the Chief Executive Officer and founder of Baja Corporation, an early stage venture capital firm focused on software, technology, energy and healthcare. Ms. Atkins has co-founded enterprise software companies in multiple industries including energy, healthcare and networking. Ms. Atkins is an expert at scaling companies through their hypergrowth and leading them to successful initial public offerings and acquisitions, including serving as the Chair and Chief Executive Officer of Clear Standards, Inc. the SaaS energy management and sustainability reporting company, from 2009 until 2010, during its acquisition by SAP AG (NYSE: SAP) ("SAP"). Ms. Atkins also co-founded Ascend Communications Inc., a Nasdaq listed company acquired by Lucent-Alcatal Technologies Inc. for $20 billion in 1999. At Baja Corporation, Ms. Atkins has built three early-stage funds investing in enterprise, software, healthcare and energy. Ms. Atkins is a corporate governance expert with an eye for making boards a competitive asset, currently serving on the boards of directors of Wynn Resorts Ltd. (NASDAQ: WYNN), Jamf Holding Corp. (NASDAQ: JAMF), Volvo Car Group and SL Green Realty Corp. (NYSE: SLG). Ms. Atkins's corporate board experience is vast and covers multiple industries including technology, healthcare, hospitality, auto, CPG, manufacturing and logistics. Ms. Atkins' most recent previous directorships include Chairman of SAP from 2010 to 2017, and member of the board of directors of Cognizant Technology Solutions Corporation (NASDAQ: CTSH) from 2017 to 2018, Covetrus, Inc. (NASDAQ: CVET) and its predecessor, Vets First Choice, a pharmaceutical company, from 2016 until 2019, HD Supply Holdings, Inc. (NASDAQ: HDS) from 2013 to 2018, in addition to serving as a member of the supervisory board of Schneider Electric (EPA: SU) from 2011 to 2019. Ms. Atkin's expertise is emphasized by her third published book Be Board Ready: The Secrets to Landing a Board Seat and Being a Great Director. Ms. Atkins brings an operational perspective to corporate governance which focuses on taking friction out of the consumer experience, leveraging broad contemporary knowledge of digital technology to reduce costs and driving efficiency and productivity using AI machine learning analytics to streamline processes, and additionally brings a lens of ESG thought leadership and expertise on operationalizing ESG. Ms. Atkins received her degree from the University of Massachusetts, Amherst.

Nelda J. Connors, one of SPAC's senior operating advisors, was the President and Chief Executive Officer of Tyco International's Electrical and Metal Products division, from 2008 to 2011. She took Tyco International's Electrical and Metal Products public in 2016 and renamed it to Atkore International (NYSE: ATKR). Prior to that, she was a Senior Executive at Eaton Corporation for six years and Ford Motor Company for four years. Ms.

Connors is currently Chairwoman and Chief Executive Officer of Pine Grove Holdings, LLC, a privately-held investment company focused on acquiring small-to-mid-sized businesses with a high engineering component. These investments are primarily focused in power generation, specialty logistics and transportation, SaaS and advanced materials. Ms. Connors brings more than 25 years of technical and operating experience in diversified industrials as an original equipment manufacturer, supplier and distributor. Her recognized expertise has earned her a place on the board of directors of various companies, including Baker Hughes Company, Boston Scientific Corporation and EnerSys Corporation. Ms. Connors has also been appointed an independent outside advisor for the board of directors of Nissan North America Inc. Previously, she served on the boards of directors of Delphi Technologies PLC, Case New Holland Industrial N.V., Echo Global Logistics, Inc., Blount International Inc., Clarcor Corporation, Vesuvius plc, and as a Class B Director of the Federal Reserve Bank of Chicago. Ms. Connors has also served on the Independent Takata Quality Assurance Panel for Takata Corporation. Currently, she serves as a board director for the Robert F. Kennedy Human Rights Foundation and Xavier University of Louisiana. Her awards and recognition include Most Influential Corporate Directors of Women, Inc., Savoy in its Power 300 Most Influential Black Corporate Directors and Black Enterprise Top 75 Powerful Women in Business. Additionally, Chicago United recognized her as one of its Business Leaders of Color, C200 moderator for "Beyond the Glass Ceiling," awarded Rotary International Japan Fellow.

G. Bradford Jones, one of SPAC's senior operating advisors, is a venture capital and real estate investor, a Founding Partner and Advisory Partner of Redpoint Ventures, a venture capital firm focused on investments in seed, early and growth-stage companies, which he co-founded in 1999, and a Venture Partner at Colle Capital Partners I, LP. Mr. Jones has additionally been a Partner of TopTier Wines since 2017. Prior to founding Redpoint Ventures in 1999, Mr. Jones was a General Partner with Brentwood Venture Capital from 1981 to 2020. Mr. Jones has served on the boards of directors of ten public companies funded by Brentwood Venture Capital and Redpoint Ventures, and currently serves on the board of directors of one privately held company as well as on the board of directors of Stamps.com (NASDAQ: STMP).

Hannah Jones, one of SPAC's senior operating advisors, is the Founder and President of Nike Valiant Labs, Nike, Inc.'s new business incubator, where she leads a team of entrepreneurs who channel the company's startup roots to build and pilot new businesses that serve the unmet needs of existing and future customers. Prior to founding Nike Valiant Labs in 2018, Ms. Jones served in several roles at Nike, Inc., including as Chief Sustainability Officer and Vice President of the Innovation Accelerator from 2014 to 2018, as Vice President of Sustainable Business and Innovation from 2012 to 2014, as Vice President of Corporate Responsibility and Labor Compliance from 2004 to 2012 and as Director of Corporate Responsibility, Europe, Middle East and Africa from 1998 to 2004. Before her positions at Nike, Inc., Ms. Jones was a Senior Consultant for FleishmanHillard for Microsoft Corporation from 1992 to 1995. Ms. Jones previously served as a member of the board of directors of People Against Dirty Holdings Limited (Method Soap & Ecover) from 2014 until its acquisition by S.C. Johnson & Son, Inc. in 2017. Ms. Jones currently serves as a Sustainability Advisory Board Member to UCB SA/NV.

The Sponsor is controlled by Ms. Grace and owned by members of SPAC's management team and board, the SPAC Advisory Board, an affiliate of Agility and certain other individuals. Ms. Grace founded Colle Capital Partners I, LP in December 2015 and through Colle Capital has made investments in a diverse portfolio of 48 companies across the logistics, healthcare, financial technology, marketplace and emerging technology sectors. Agility, one of the world's top logistics providers, is one of the owners of Sponsor and is a leader and investor in technology to enhance supply chain efficiency, as well as a pioneer in emerging markets. Agility operates in over 100 countries. Colle Capital and Agility are long-standing partners and have invested together in numerous companies, including Hyliion.

Past performance of SPAC's management team, board, SPAC Advisory Board, Agility and Colle Capital is not a guarantee either (i) of success with respect to any business combination SPAC may consummate or (ii) that SPAC will be able to identify a suitable candidate for the Initial Business Combination. You should not rely on the historical record of SPAC's management team, board, SPAC Advisory Board, Agility or Colle Capital or any related investment's performance as indicative of SPAC's future performance.

Director Independence

Nasdaq listing standards require that a majority of the SPAC Board be independent. An "independent director" is defined generally as a person who has no material relationship with the listed company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the company). The SPAC Board has determined that each of Ms. Barbetta, Dr. Martin, Ms. Putman, Ms. Sargent, Ms. Schroder and Ms. Weymouth is an "independent director" as defined in Nasdaq listing standards and applicable SEC rules. SPAC's independent directors have regularly scheduled meetings at which only independent directors are present.

Committees of the SPAC Board

The SPAC Board has three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee. Subject to phase-in rules and a limited exception, Nasdaq rules and Rule 10A of the Exchange Act require that the audit committee of a listed company be comprised solely of independent directors. Subject to phase-in rules and a limited exception, Nasdaq rules require that the compensation and nominating and corporate governance committees of a listed company be comprised solely of independent directors. The charter of each committee is available on the SPAC's website.

Audit Committee

The SPAC Board has established an audit committee of the SPAC Board. Jeannine Sargent, Lone Fonss Schroder and Jill Putman serve as members of SPAC's audit committee. Under Nasdaq listing standards and applicable SEC rules, SPAC is required to have at least three members of the audit committee, all of whom must be independent, subject to the exception described below. Each of Jeannine Sargent, Lone Fonss Schroder and Jill Putman is independent.

Jill Putman serves as chair of the audit committee. Each member of the audit committee is financially literate and the SPAC Board has determined that Jill Putman qualifies as an "audit committee financial expert" as defined in applicable SEC rules.

SPAC has adopted an audit committee charter, which details the principal functions of the audit committee, including:

- the appointment, compensation, retention, replacement, and oversight of the work of any independent registered public accounting firm engaged by SPAC;
- pre-approving all audit and permitted non-audit services to be provided by any independent registered public accounting firm engaged by SPAC, and establishing pre-approval policies and procedures;
- reviewing and discussing with SPAC's independent registered public accounting firm all relationships SPAC's auditors have with SPAC in order to evaluate their continued independence;
- setting clear hiring policies for employees or former employees of SPAC's independent registered public accounting firm;
- setting clear policies for audit partner rotation in compliance with applicable laws and regulations;

- obtaining and reviewing a report, at least annually, from SPAC's independent registered public accounting firm describing (i) the independent registered public accounting firm's internal quality-control procedures and (ii) any material issues raised by the most recent internal quality-control review, or peer review, of the audit;
- firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the firm and any steps taken to deal with such issues;
- reviewing and approving any related party transaction required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC prior to SPAC entering into such transaction; and
- reviewing with management, SPAC's independent registered public accounting firm, and SPAC's legal advisors, as appropriate, any legal, regulatory or compliance matters, including any correspondence with regulators or government agencies and any employee complaints or published reports that raise material issues regarding SPAC's financial statements or accounting policies and any significant changes in accounting standards or rules promulgated by the FASB, the SEC or other regulatory authorities.

Compensation Committee

The SPAC Board has established a compensation committee of the SPAC Board. Elizabeth K. Weymouth, Jennifer Barbetta and Cheryl Martin serve as members of SPAC's compensation committee. Under Nasdaq listing standards and applicable SEC rules, SPAC is required to have at least two members of the compensation committee, all of whom must be independent. Each of Elizabeth K. Weymouth, Jennifer Barbetta and Cheryl Martin is independent. Elizabeth K. Weymouth serves as chair of the compensation committee. The SPAC Board has adopted a compensation committee charter, which details the principal functions of the compensation committee, including:

- reviewing and approving on an annual basis the corporate goals and objectives relevant to SPAC's chief executive officer's compensation, evaluating SPAC's chief executive officer's performance in light of such goals and objectives and determining and approving the remuneration (if any) of SPAC's chief executive officer based on such evaluation;
- reviewing and approving on an annual basis the compensation of all of SPAC's other officers;
- reviewing on an annual basis SPAC's executive compensation policies and plans;
- implementing and administering SPAC's incentive compensation equity-based remuneration plans;
- assisting management in complying with SPAC's proxy statement and annual report disclosure requirements;
- approving all special perquisites, special cash payments and other special compensation and benefit arrangements for SPAC's officers and employees;
- if required, producing a report on executive compensation to be included in SPAC's annual proxy statement; and
- reviewing, evaluating and recommending changes, if appropriate, to the remuneration for directors.

Notwithstanding the foregoing, as indicated above, other than the $10,000 per month administrative fee payable to Sponsor and reimbursement of expenses, no compensation of any kind, including finders, consulting or other similar fees, will be paid to any of SPAC's existing shareholders, officers, directors or any of their respective affiliates, prior to, or for any services they render in order to effectuate the consummation of the Business Combination. Accordingly, it is likely that prior to the consummation of the Initial Business Combination, the compensation committee will only be responsible for the review and recommendation of any compensation arrangements to be entered into in connection with the Business Combination.

The charter also provides that the compensation committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other adviser and is directly responsible for the appointment, compensation and oversight of the work of any such adviser. However, before engaging or receiving advice from a compensation consultant, external legal counsel or any other adviser, the compensation committee will consider the independence of each such adviser, including the factors required by Nasdaq and the SEC.

Nominating and Corporate Governance Committee

The SPAC Board has established a nominating and corporate governance committee of the SPAC Board. The members of SPAC's nominating and corporate governance committee are Jill Putman, Jeannine Sargent and Cheryl Martin. Cheryl Martin serves as chair of the nominating and corporate governance committee.

The primary purposes of SPAC's nominating and corporate governance committee are to assist the SPAC Board in:

- identifying, screening and reviewing individuals qualified to serve as directors and recommending to the SPAC Board candidates for nomination for election at the annual meeting of shareholders or to fill vacancies on the SPAC Board;
- developing, recommending to the SPAC Board and overseeing implementation of SPAC's corporate governance guidelines;
- coordinating and overseeing the annual self-evaluation of the SPAC Board, its committees, individual directors and management in the governance of SPAC; and
- reviewing on a regular basis SPAC's overall corporate governance and recommending improvements as and when necessary.

The nominating and corporate governance committee is governed by a charter that complies with Nasdaq rules.

Committee Membership, Meetings and Attendance

SPAC encourages all of its directors to attend SPAC's annual meetings of shareholders.

Director Nominations

SPAC's nominating and corporate governance committee will recommend to the SPAC Board candidates for nomination for election at the annual meeting of the shareholders. The SPAC Board will also consider director candidates recommended for nomination by SPAC shareholders during such times as they are seeking proposed nominees to stand for election at the next annual general meeting (or, if applicable, an extraordinary general meeting). SPAC shareholders that wish to nominate a director for appointment to the SPAC Board should follow the procedures set forth in the SPAC Articles.

SPAC has not formally established any specific, minimum qualifications that must be met or skills that are necessary for directors to possess. In general, in identifying and evaluating nominees for director, the SPAC Board considers educational background, diversity of professional experience, knowledge of SPAC's business, integrity, professional reputation, independence, wisdom, and the ability to represent the best interests of SPAC shareholders. Prior to the Initial Business Combination, SPAC Public Shareholders do not have the right to recommend director candidates for nomination to the SPAC Board.

Shareholder Communications

The SPAC Board welcomes communications from SPAC shareholders. SPAC shareholders may send communications to the SPAC Board, any committee of the SPAC Board or any other director in particular to:

Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 10001

SPAC shareholders should mark the envelope containing each communication as "Shareholder Communication with Directors" and clearly identify the intended recipient(s) of the communication. SPAC's Chief Executive Officer will review each communication received from SPAC shareholders and will forward the communication, as expeditiously as reasonably practicable, to the addressees if: (a) the communication complies with the requirements of any applicable policy adopted by the SPAC Board relating to the subject matter of the communication; and (b) the communication falls within the scope of matters generally considered by the SPAC Board. To the extent the subject matter of a communication relates to matters that have been delegated by the SPAC Board to a committee or to an executive officer of SPAC, then SPAC's Chief Executive Officer may forward the communication to the executive officer or chairman of the committee to which the matter has been delegated. The acceptance and forwarding of communications to the members of the SPAC Board or an executive officer does not imply or create any fiduciary duty of any SPAC Board member or executive officer to the person submitting the communications.

Code of Ethics and Committee Charters

SPAC has adopted a Code of Ethics applicable to its directors, officers and employees. Copies of SPAC's Code of Ethics, audit, compensation, nominating and governance committee charters and corporate governance guidelines are posted on its website, https://queensgambitspac.com. In addition, a copy of the Code of Ethics will be provided without charge upon request from SPAC in writing at 55 Hudson Yards, 44th Floor, New York, New York 10001 or by telephone at (917) 907-4618. SPAC intends to disclose any amendments to or waivers of certain provisions of its Code of Ethics in a Current Report on Form 8-K.

Conflicts of Interest

Under Cayman Islands law, directors and officers owe the following fiduciary duties:

- duty to act in good faith in what the director or officer believes to be in the best interests of the company as a whole;
- duty to not improperly fetter the exercise of future discretion;
- duty to exercise authority for the purpose for which it is conferred;
- duty not to put themselves in a position in which there is a conflict between their duty to the company and their personal interests; and
- duty to exercise independent judgment.

In addition to the above, directors also owe a duty of care which is not fiduciary in nature. This duty has been defined as a requirement to act as a reasonably diligent person having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as are carried out by that director in relation to the company and the general knowledge, skill and experience of that director.

As set out above, directors have a duty not to put themselves in a position of conflict and this includes a duty not to engage in self-dealing, or to otherwise benefit as a result of their position at the expense of the company. However, in some instances what would otherwise be a breach of this duty can be forgiven and/or

authorized in advance by the shareholders provided that there is full disclosure by the directors. This can be done by way of permission granted in the amended and restated memorandum and articles of association or alternatively by shareholder approval at general meetings. Members of Sponsor, as well as Colle Capital and its portfolio companies, may compete with SPAC for acquisition opportunities. If they decide to pursue any such opportunity, SPAC may be precluded from procuring such opportunities. Neither members of Sponsor nor members of SPAC's management team who are members of Sponsor have any obligation to present SPAC with any opportunity for a potential business combination of which they become aware, unless presented to such member in his or her capacity as an officer of SPAC. Each of SPAC's officers and directors presently has, and any of SPAC's officers and directors in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director is or will be required to present a business combination opportunity to such entity before they present such opportunities to SPAC.

Additionally, members of Sponsor and SPAC's officers and directors are, and may in the future become, affiliated with entities that are engaged in a similar business. Members of Sponsor, as well as Colle Capital and its portfolio companies, may sponsor other blank check companies similar to SPAC during the period in which SPAC is seeking the Initial Business Combination, and members of SPAC's management team may participate in such blank check companies. Any such companies may present additional conflicts of interest in pursuing an acquisition target, particularly in the event there is an overlap among the management team. However, SPAC does not believe that any such potential conflicts would materially affect its ability to complete the Initial Business Combination.

Each of SPAC's officers and directors presently has, and any of its officers and directors in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director is or will be required to present a business combination opportunity to such entity. Accordingly, if any of SPAC's officers or directors becomes aware of a business combination opportunity that is suitable for an entity to which he or she has then-current fiduciary or contractual obligations, he or she will honor his or her fiduciary or contractual obligations to present such opportunity to such other entity. SPAC does not believe, however, that the fiduciary duties or contractual obligations of SPAC's officers or directors will materially affect its ability to complete its business combination. In addition, SPAC may pursue an Affiliated Joint Acquisition opportunity with an entity to which an officer or director has a fiduciary or contractual obligation. Any such entity may co-invest with SPAC in the target business at the time of the Initial Business Combination, or SPAC could raise additional proceeds to complete the Initial Business Combination by making a specified future issuance of equity or equity-linked securities to any such entity. The SPAC Articles provide that: (i) no individual serving as a director or an officer has any duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as SPAC; and (ii) SPAC renounces any interest or expectancy in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for any of SPAC's directors or officers on the one hand, and SPAC, on the other hand.

Potential investors should also be aware of the following other potential conflicts of interest:

- none of SPAC's officers or directors is required to commit his or her full time to SPAC's affairs and, accordingly, may have conflicts of interest in allocating his or her time among various business activities.
- in the course of their other business activities, SPAC's officers and directors may become aware of investment and business opportunities which may be appropriate for presentation to SPAC as well as the other entities with which they are then affiliated. SPAC's management may have conflicts of interest in determining to which entity a particular business opportunity should be presented.
- the Sponsor has agreed to waive its redemption rights with respect to any SPAC Class B Ordinary Shares and any SPAC Public Shares held by it in connection with the consummation of the Initial Business Combination. Additionally, the Sponsor has agreed to waive its redemption rights with respect to any SPAC Class B Ordinary Shares held by it if SPAC fails to consummate the Initial

Business Combination within 24 months after the closing of the Initial Public Offering. If SPAC does not complete the Initial Business Combination within such applicable time period, the proceeds of the sale of the SPAC Private Placement Warrants held in the Trust Account will be used to fund the redemption of SPAC Public Shares and the SPAC Private Placement Warrants will expire without value to the holder. Furthermore, the Sponsor has agreed not to transfer, assign or sell any SPAC Class B Ordinary Shares held by it until one year after the date of the consummation of the Initial Business Combination or earlier if, subsequent to the Initial Business Combination, (i) the last sale price of SPAC Class A Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Initial Business Combination or (ii) SPAC consummates a subsequent liquidation, merger, share exchange or other similar transaction which results in all of its shareholders having the right to exchange their SPAC Ordinary Shares for cash, securities or other property. With certain limited exceptions, the SPAC Private Placement Warrants and the SPAC Class A Ordinary Shares underlying such SPAC Private Placement Warrants will not be transferable, assignable or saleable until 30 days after the completion of the Initial Business Combination. Since Sponsor and SPAC's officers and directors directly or indirectly own SPAC Ordinary Shares and SPAC Private Placement Warrants, Sponsor and SPAC's officers and directors may have a conflict of interest in determining whether a particular target business is an appropriate business with which to effectuate the Initial Business Combination.

- SPAC's officers and directors may have a conflict of interest with respect to evaluating a particular business combination if the retention or resignation of any such officers and directors was included by a target business as a condition to any agreement with respect to the Initial Business Combination.
- Sponsor, SPAC's officers or directors may have a conflict of interest with respect to evaluating a business combination and financing arrangements as SPAC may obtain loans from Sponsor or an affiliate of Sponsor or any of SPAC's officers or directors to finance transaction costs in connection with an intended Initial Business Combination. Up to $1,500,000 of such loans may be convertible into warrants at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the SPAC Private Placement Warrants, including as to exercise price, exercisability and exercise period.

The conflicts described above may not be resolved in SPAC's favor.

SPAC is not prohibited from pursuing the Initial Business Combination with a company that is affiliated with Sponsor, SPAC's officers or directors or making the acquisition through a joint venture or other form of shared ownership with Sponsor, SPAC's officers or directors. In the event SPAC seeks to complete the Initial Business Combination with a business combination target that is affiliated with Sponsor, SPAC's officers or directors, SPAC, or a committee of independent directors, would obtain an opinion from an independent investment banking firm which is a member of FINRA or from an independent accounting firm that the Initial Business Combination is fair to SPAC from a financial point of view. SPAC is not required to obtain such an opinion in any other context.

At a regularly scheduled semi-monthly board meeting of the SPAC Board on May 8, 2021, in accordance with Cayman Islands law, Ms. Grace disclosed to the SPAC Board and advisory team her interest in a possible business combination with Swvl in that she was a director of VNV Global AB, an affiliate of VNV (Cyprus) Limited, which owns approximately 12.5% of the outstanding equity of Swvl. On July 27, 2021, Ms. Grace resigned as a director of VNV Global AB in anticipation of the announcement of the Business Combination. The SPAC Board was satisfied that no actual conflict arose and any potential interest of Ms. Grace was appropriately managed. Ms. Grace has subsequently resigned the directorship.

Furthermore, in no event will Sponsor or any of SPAC's existing officers or directors, or any of their respective affiliates, be paid by SPAC any finder's fee, consulting fee or other compensation prior to, or for any

services they render in order to effectuate, the completion of the Initial Business Combination. Further, SPAC has agreed to pay an amount equal to $10,000 per month to Sponsor for office space, utilities, secretarial support and administrative services provided to SPAC.

In the event that SPAC submits the Initial Business Combination to SPAC Public Shareholders for a vote, SPAC will complete the Initial Business Combination only if a majority of the outstanding SPAC Ordinary Shares voted are voted in favor of the Initial Business Combination. The Sponsor and the Key SPAC Shareholders have agreed to vote any SPAC Class B Ordinary Shares held by them and any SPAC Public Shares held by them in favor of the Initial Business Combination, and SPAC's officers and directors have also agreed to vote any SPAC Public Shares held by them in favor of the Initial Business Combination.

Limitation on Liability and Indemnification of Officers and Directors

Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, actual fraud or the consequences of committing a crime. The SPAC Articles provides that SPAC's officers and directors will be indemnified by SPAC to the fullest extent permitted by law, as it now exists or may in the future be amended, including for any liability incurred in their capacities as such, except through their own actual fraud, willful default or willful neglect. SPAC purchased a policy of directors' and officers' liability insurance that insures SPAC's officers and directors against the cost of defense, settlement or payment of a judgment in some circumstances and insures SPAC against its obligations to indemnify its officers and directors.

SPAC's officers and directors have agreed, and any persons who may become officers or directors prior to the Initial Business Combination will agree, to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account, and to waive any right, title, interest or claim of any kind they may have in the future as a result of, or arising out of, any services provided to SPAC and will not seek recourse against the Trust Account for any reason whatsoever. Accordingly, any indemnification provided will only be able to be satisfied by SPAC if (i) it has sufficient funds outside of the Trust Account or (ii) it consummates the Initial Business Combination.

SPAC's indemnification obligations may discourage shareholders from bringing a lawsuit against SPAC's officers or directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against SPAC's officers and directors, even though such an action, if successful, might otherwise benefit SPAC and its shareholders. Furthermore, a SPAC shareholder's investment may be adversely affected to the extent SPAC pays the costs of settlement and damage awards against its officers and directors pursuant to these indemnification provisions.

SPAC believes that these provisions, the insurance and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling SPAC pursuant to the foregoing provisions, SPAC has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF SPAC

The following discussion and analysis should be read in conjunction with the financial statements and related notes of SPAC included elsewhere in this proxy statement/prospectus. This discussion contains forward-looking statements reflecting SPAC's current expectations, estimates and assumptions concerning events and financial trends that may affect SPAC's future operating results or financial position. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements."

Overview

SPAC is a blank check company incorporated as a Cayman Islands exempted company and formed for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities. On the IPO Closing Date, SPAC completed the Initial Public Offering of 34,500,000 SPAC Units, including 4,500,000 SPAC Units that were issued pursuant to the underwriters' exercise of their over-allotment option in full. The SPAC Units were sold at a price of $10.00 per unit, generating gross proceeds to SPAC of $345 million. SPAC incurred offering costs of approximately $16.2 million, inclusive of approximately $10.0 million in deferred underwriting commissions. Affiliates of Agility, related parties, and Luxor Capital Group, LP ("Luxor") purchased 5,940,000 SPAC Units offered in the Initial Public Offering ("Affiliated Units").

On January 22, 2021, simultaneously with the consummation of the Initial Public Offering, SPAC completed the private sale of 5,933,333 SPAC Private Placement Warrants at a purchase price of $1.50 per warrant to Sponsor generating gross proceeds to SPAC of $8.9 million.

$345.0 million of the net proceeds from the Initial Public Offering and the SPAC Private Placement has been deposited in the Trust Account. The proceeds in the Trust Account may be invested in United States government securities within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 under the Investment Company Act, until the earlier of: (i) the completion of a business combination and (ii) the distribution of the Trust Account as described below.

If SPAC is unable to complete the Business Combination or another Initial Business Combination during the Combination Period (or such later time as SPAC's shareholders may approve in accordance with the SPAC Articles), SPAC will (a) cease all operations except for the purpose of winding up, (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the SPAC Public Shares, at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest (which interest net of up to $100,000 of interest to pay dissolution expenses and taxes payable), divided by the number of then-outstanding SPAC Public Shares, which redemption will completely extinguish SPAC Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any) and (c) as promptly as reasonably possible following such redemption, subject to the approval of SPAC's remaining shareholders and the SPAC Board, dissolve and liquidate, subject, in the case of clauses (a) and (b), to SPAC's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

Proposed Business Combination

On July 28, 2021, SPAC entered into the Business Combination Agreement. Subject to the satisfaction or waiver of the conditions to closing of the transactions contemplated by the Business Combination Agreement, as described in the section herein entitled "*The Business Combination Agreement*", the Transactions will effect

an Initial Business Combination between SPAC and Swvl. The Business Combination Agreement and the transactions contemplated thereby were unanimously approved by the boards of directors of each of SPAC and Swvl.

Liquidity and Capital Resources

Until the consummation of the Initial Public Offering, SPAC's only source of liquidity was an initial sale of SPAC Class B Ordinary Shares to Sponsor.

On the IPO Closing Date, SPAC consummated its Initial Public Offering of 34,500,000 SPAC Units, including 4,500,000 SPAC Units that were issued pursuant to the underwriters' exercise of their over-allotment option in full. The SPAC Units were sold at a price of $10.00 per SPAC Unit, generating gross proceeds to SPAC of $345.0 million. On January 22, 2021, simultaneously with the consummation of the Initial Public Offering, SPAC completed the private sale of 5,933,333 SPAC Private Placement Warrants at a purchase price of $1.50 per SPAC Private Placement Warrant to Sponsor, generating gross proceeds to SPAC of $8.9 million. $345.0 million of the net proceeds from the Initial Public Offering and the SPAC Private Placement has been deposited in the Trust Account. The $345.0 million of net proceeds held in the Trust Account includes approximately $10.0 million of deferred underwriting discounts and commissions that will be released to the underwriters of the Initial Public Offering upon completion of the Initial Business Combination. Of the gross proceeds from the Initial Public Offering and the SPAC Private Placement with Sponsor that were not deposited in the Trust Account, approximately $5.9 million was used to pay underwriting discounts and commissions in the Initial Public Offering, approximately $91,000 was used to repay advances from Sponsor, and the balance was reserved to pay accrued offering and formation costs, business, legal and accounting due diligence expenses on prospective acquisitions and continuing general and administrative expenses.

As of June 30, 2021, SPAC had approximately $1.5 million in its operating bank account and working capital of approximately $1.1 million.

Through June 30, 2021, SPAC's liquidity needs have been satisfied through a payment of $25,000 from Sponsor to cover certain offering expenses on SPAC's behalf in exchange for the issuance of SPAC Class B Ordinary Shares, a loan of approximately $91,000 in total prior to the Initial Public Offering from Sponsor pursuant to an unsecured promissory note (the "Note"), and subsequent to the Initial Public Offering, and the net proceeds from the consummation of the Initial Public Offering and the SPAC Private Placement held outside of the Trust Account. SPAC fully repaid the Note on January 28, 2021. In addition, in order to finance transaction costs in connection with the Initial Business Combination, Sponsor or an affiliate of Sponsor, or SPAC's officers and directors may, but are not obligated to, provide SPAC working capital loans (the "Working Capital Loans"). As of June 30, 2021, there were no amounts outstanding under any Working Capital Loans.

Based on the foregoing, management believes that SPAC will have sufficient working capital and borrowing capacity from Sponsor or an affiliate of Sponsor, or SPAC's officers and directors to meet SPAC's needs through the earlier of the consummation of an Initial Business Combination or one year from this filing. Over this time period, SPAC will be using these funds for paying existing accounts payable and consummating the transactions contemplated by the Business Combination Agreement. If the Business Combination Agreement is terminated prior to the consummation of the transactions contemplated thereby, SPAC will instead be using these funds for identifying and evaluating other prospective Initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire and structuring, negotiating and consummating the Initial Business Combination.

Results of Operations

SPAC has neither engaged in any significant operations nor generated any operating revenue. SPAC's entire activity since December 9, 2020 (inception) through the IPO Closing Date related to SPAC's formation,

the preparation for the Initial Public Offering, and since the closing of the Initial Public Offering, the search for a prospective Initial Business Combination, the negotiation of and entry into the Business Combination Agreement with Swvl and the taking of actions in furtherance of the consummation of the transactions contemplated by the Business Combination Agreement. SPAC has neither engaged in any operations nor generated any revenues to date. SPAC will not generate any operating revenues until after completion of the Initial Business Combination, at the earliest. SPAC will generate non-operating income in the form of investment income on SPAC's investments held in the Trust Account.

For the three months ended June 30, 2021, SPAC had a net loss of approximately $1.8 million which consisted of approximately $562,000 in change in fair value of derivative warrant liabilities, and approximately $1.2 million of general and administrative expenses, partly offset by approximately $9,000 in investment income on the Trust Account.

For the six months ended June 30, 2021, SPAC had a net loss of approximately $12.8 million which consisted of approximately $6.1 million of loss on issuance of SPAC Private Placement Warrants, approximately $4.7 million in change in fair value of derivative warrant liabilities, approximately $488,000 of financing costs – derivative warrant liabilities and approximately $1.6 million of general and administrative expenses, partly offset by approximately $75,000 in investment income on the Trust Account.

Contractual Obligations

Registration and Shareholder Rights

The holders of SPAC Class B Ordinary Shares, SPAC Private Placement Warrants and securities that may be issued upon conversion of Working Capital Loans, if any, are entitled to registration rights pursuant to a registration rights agreement.

These holders are entitled to make up to three demands, excluding short form demands, that SPAC registers such securities. In addition, these holders will have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of the Initial Business Combination. SPAC will bear the expenses incurred in connection with the filing of any such registration statements.

Underwriting Agreement

SPAC granted the underwriters a 45-day option from the final prospectus relating to the Initial Public Offering to purchase up to 4,500,000 Over-Allotment Units, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On January 22, 2021, the underwriters fully exercised their over-allotment option.

The underwriters did not receive any underwriting discounts or commissions on the Affiliated Units. With respect to the remaining SPAC Units offered in the Initial Public Offering, the underwriters were entitled to an underwriting discount of $0.20 per unit, or $5.7 million in the aggregate, paid upon the closing of the Initial Public Offering. In addition, $0.35 per unit, or approximately $10.0 million in the aggregate will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that SPAC completes the Initial Business Combination, subject to the terms of the underwriting agreement.

Critical Accounting Policies

This management's discussion and analysis of SPAC's financial condition and results of operations is based on SPAC's unaudited condensed financial statements, which have been prepared in accordance with GAAP. The preparation of these unaudited condensed financial statements requires SPAC to make estimates and

judgments that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in SPAC's unaudited condensed financial statements. On an ongoing basis, SPAC evaluates its estimates and judgments, including those related to fair value of financial instruments and accrued expenses. SPAC bases its estimates on historical experience, known trends and events and various other factors that SPAC believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. SPAC has identified the following as its critical accounting policies:

Investments Held in the Trust Account

SPAC's portfolio of investments is comprised of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities and generally have a readily determinable fair value, or a combination thereof. When SPAC's investments held in the Trust Account are comprised of U.S. government securities, the investments are classified as trading securities. When SPAC's investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities is included in income from investments held in the Trust Account in the accompanying unaudited condensed statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information.

Derivative Warrant Liabilities

SPAC does not use derivative instruments to hedge its exposures to cash flow, market, or foreign currency risks. SPAC evaluates all of its financial instruments, including issued warrants to purchase SPAC Class A Ordinary Shares, to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC 480 and FASB ASC Topic 815, "Derivatives and Hedging" ("ASC 815"). The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period.

The SPAC Public Warrants and the SPAC Private Placement Warrants are recognized as derivative liabilities in accordance with ASC 815. Accordingly, SPAC recognizes the warrant instruments as liabilities at fair value and adjusts the carrying value of the instruments to fair value at each reporting period until they are exercised. The fair value of the SPAC Public Warrants issued in connection with the Initial Public Offering were initially measured at fair value using a Monte Carlo simulation model, and subsequently measured by their listed trading price. The fair value of the SPAC Private Placement Warrants was initially and subsequently estimated using a Modified Black-Scholes model. The determination of the fair value of the warrant liability may be subject to change as more current information becomes available and accordingly the actual results could differ significantly. Derivative warrant liabilities are classified as non-current liabilities as their liquidation is not reasonably expected to require the use of current assets or require the creation of current liabilities.

Class A Ordinary Shares Subject to Possible Redemption

SPAC accounts for SPAC Class A Ordinary Shares subject to possible redemption in accordance with the guidance in ASC Topic 480 "Distinguishing Liabilities from Equity." SPAC Class A Ordinary Shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable SPAC Class A Ordinary Shares (including SPAC Class A Ordinary Shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within SPAC's control) are classified as temporary equity. At all other times, SPAC Class A Ordinary Shares are classified as shareholders' equity. SPAC Class A Ordinary Shares feature certain

redemption rights that are considered to be outside of SPAC's control and subject to the occurrence of uncertain future events. Accordingly, at June 30, 2021 and December 31, 2020, 30,153,944 and 0 SPAC Class A Ordinary Shares subject to possible redemption are presented as temporary equity, respectively, outside of the shareholders' equity section of SPAC's condensed balance sheets.

Net Income (loss) Per Ordinary Share

SPAC's condensed statements of operations include a presentation of net income (loss) per share for SPAC Class A Ordinary Shares subject to possible redemption in a manner similar to the two-class method of net income (loss) per ordinary share. Net income (loss) per ordinary share, basic and diluted, for SPAC Class A Ordinary Shares is calculated by dividing the income from investments held in the Trust Account, less interest available to be withdrawn for the payment of taxes, by the weighted average number of SPAC Class A Ordinary Shares outstanding for the periods. Net income (loss) per ordinary share, basic and diluted, for SPAC Class B Ordinary Shares is calculated by dividing the net income (loss), adjusted for income attributable to SPAC Class A Ordinary Shares, by the weighted average number of SPAC Class B Ordinary Shares outstanding for the periods. SPAC Class B Ordinary Shares include the SPAC Class B Ordinary Shares as these ordinary shares do not have any redemption features and do not participate in the income earned on the Trust Account.

The calculation of diluted net income (loss) per ordinary share does not consider the effect of the warrants issued in connection with the Initial Public Offering and SPAC Private Placement since the exercise of the warrants are contingent upon the occurrence of future events and the inclusion of such warrants would be anti-dilutive as the exercise price of the warrants is in excess of the average ordinary share price for the period.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as of June 30, 2021.

JOBS Act

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") was signed into law. The JOBS Act contains provisions that, among other things, relax certain reporting requirements for qualifying public companies. SPAC qualifies as an "emerging growth company" under the JOBS Act and is allowed to comply with new or revised accounting pronouncements based on the effective date for private (not publicly traded) companies. SPAC elected to delay the adoption of new or revised accounting standards, and as a result, SPAC may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. As a result, SPAC's unaudited condensed financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

As an "emerging growth company", SPAC is not required to, among other things, (i) provide an auditor's attestation report on its system of internal controls over financial reporting pursuant to Section 404, (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board (United States) regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis), and (iv) disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer's compensation to median employee compensation. These exemptions will apply for a period of five years following the completion of the Initial Public Offering or until SPAC is no longer an "emerging growth company," whichever is earlier.

Recent Accounting Pronouncements

In August 2020, the FASB issued ASU No. 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity ("ASU 2020-06"), which simplifies accounting for convertible instruments by removing major separation models required under current GAAP. ASU 2020-06 also removes certain settlement conditions that are required for equity-linked contracts to qualify for the derivative scope exception, and it simplifies the diluted earnings per share calculation in certain areas. SPAC adopted ASU 2020-06 on January 1, 2021. SPAC elected the modified retrospective method for transition. Adoption of the ASU did not have a material impact on SPAC's financial position, results of operations or cash flows.

SPAC does not believe that any other recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on its financial statements.

EXECUTIVE COMPENSATION

SPAC

None of SPAC's officers or directors have received any cash compensation for services rendered to SPAC. Commencing on the date that SPAC's securities were first listed on Nasdaq through the earlier of consummation of the Initial Business Combination and SPAC's liquidation, SPAC has agreed to pay the Sponsor, a total of $10,000 per month for office space, utilities, secretarial support and administrative services. In addition, the Sponsor, SPAC's executive officers and directors, or any of their respective affiliates, will be reimbursed for any out-of-pocket expenses incurred in connection with activities on SPAC's behalf such as identifying potential target businesses and performing due diligence on suitable business combinations, which expenses were approximately $ as of , 2021. Other than these payments and reimbursements, no compensation of any kind, including finder's and consulting fees, will be paid by SPAC to the Sponsor and SPAC's officers and directors, or any of their respective affiliates, prior to completion of the Initial Business Combination.

For more information about the interests of the Sponsor and SPAC's directors and officers in the Business Combination, see the subsection entitled "*The Business Combination — Interests of Certain Persons in the Business Combination*."

Swvl

Swvl Executive and Senior Management Team Compensation

The amount of compensation, including benefits in kind but excluding Swvl Options, which are addressed in separate sections below, accrued or paid to Swvl's executives and senior management team with respect to the year ended December 31, 2020 is described in the table below:

(Dollars in thousands)	All individuals
Base salary	$ 652,715
Bonuses	$ —
Additional benefit payments	$ —
Total cash compensation	$ 652,715

Director Compensation

Swvl does not pay any compensation to its directors who are its executives or employees. For non-executive/employee directors, Swvl reimburses reasonable expenses incurred by such directors in connection with attending meetings.

Aggregate Equity Award Information as of December 31, 2020 for directors and senior management

Swvl's directors, executives and senior management held 1,102 Swvl Options (both vested and unvested) with a weighted average exercise price of $1,400.66 as of December 31, 2020, and expiration dates that are ten years following their original grant date (subject to earlier expiration as described below).

Swvl 2019 Share Option Plan

The Swvl Board adopted the 2019 Plan, in order to offer persons selected by the Swvl Board an opportunity to acquire a proprietary interest in the success of Swvl, or to increase such interests by acquiring Swvl Common Shares B. The 2019 Plan provides for the grant of Swvl Options. Eligible employees, consultants, advisors and/or directors of Swvl or its parent or applicable subsidiary may participate in the 2019 Plan.

Grants of Swvl Options under the 2019 Plan generally vest over a four-year period, with 25% of Swvl Options underlying such grant vesting on the first anniversary of the grant, and the remaining 75% vesting over the next three years, with 25% vesting per year. Vested Swvl Options become exercisable following the

occurrence of certain corporate transactions of Swvl, such as the Business Combination. To the extent any holder of vested Swvl Options terminates employment (other than due to fraud or cause) prior to such applicable corporate transaction, such vested Swvl Options remain outstanding until the three-month anniversary of such corporate transaction. Swvl founders and executive officers will be entitled to an additional year of vesting to the extent their employment is terminated without cause or constructively terminated within one-year after such corporate transaction.

Certain executive officers of Swvl, who will become executive officers of Holdings, have received grants of Swvl Options. For additional details, see the section entitled "*Certain Relationships and Related Party Transactions—Swvl*".

Holdings 2021 Omnibus Incentive Compensation Plan

In connection with the Business Combination, Holdings will adopt the 2021 Plan, subject to requisite shareholder approval, in order to give Holdings a competitive advantage in attracting, retaining, awarding and motivating directors, officers, employees and consultants by granting equity and equity-based awards. The 2021 Plan permits the grant of options to purchase Holdings Common Shares A, stock appreciation rights, restricted shares, restricted stock units, other equity or equity related awards in each case, in respect of Holdings Common Shares A and cash incentive awards, thus enhancing the alignment of employee and shareholder interests.

The initial share limit under the 2021 Plan will be the number of Holdings Common Shares A equal to 10% of Holdings' fully-diluted share capital as of immediately following the Closing, plus the number of Holdings Common Shares A underlying awards under the 2019 Plan that on or after the Company Merger Effective Time expire or become unexercisable, forfeited, cancelled or otherwise terminated, in each case, without delivery of Holdings Common Shares A or cash for such shares, and would have become available again for grant under the 2019 Plan in accordance with their respective terms. Such share limit will increase annually on the first day of each fiscal year after the Closing by the number of Holdings Common Shares A equal to the lesser 5% of (i) the total outstanding Holdings Common Shares A on the last day of the prior fiscal year or (ii) such lesser amount determined by the Holdings Board.

Employment Arrangements with Swvl Executive Officers

Certain executive officers of Swvl, who will become executive officers of Holdings, are party to employment agreements with Swvl or its subsidiaries. See the section entitled "*Certain Relationships and Related Party Transactions—Swvl*".

MANAGEMENT AFTER THE BUSINESS COMBINATION

Executive Officers and Directors After the Business Combination

Effective immediately after the Company Merger Effective Time, the business and affairs of the post-combination company will be managed by or under the direction of the Holdings Board. The management team of the post-combination company is expected to be composed of the management team of Swvl. The following table lists the names, ages as of September 24, 2021, and positions of the individuals who are expected to serve as directors and executive officers of Holdings upon consummation of the Business Combination:

Name	Age	Position(s)
Executive Officers		
Mostafa Kandil	29	Chief Executive Officer, Chairman
Youssef Salem	29	Chief Financial Officer
Non-Employee Directors		
Victoria Grace	46	Independent Director
Lone Fonss Schroder	61	Independent Director
Esther Dyson	70	Independent Director

Executive Officers

Mostafa Kandil is Swvl's co-founder and has served as its Chief Executive Officer since 2017. Prior to founding Swvl, Mr. Kandil held several leadership positions in the ridesharing and technology industries. Mr. Kandil began his career at Rocket Internet, where he launched the car sales platform Carmudi in the Philippines, which became the largest car classifieds company in the country in just six months. He then served as Rocket Internet's Head of Operations. In 2016, Mr. Kandil joined Careem, a ridesharing company and the first unicorn in the Middle East. He supported the platform's expansion into multiple new markets. Careem is now a subsidiary of Uber, based in Dubai, with operations across 100 cities and 15 countries. Mr. Kandil graduated from the American University in Cairo in 2014 with a Bachelor's Degree in Petroleum and Energy Engineering. We believe that Mr. Kandil is qualified to serve on the Holdings Board because of his experience founding and leading Swvl, and extensive experience in the ridesharing and technology industries.

Youssef Salem has served as Swvl's Chief Financial Officer since September 1, 2021 and leads accounting, tax, treasury, financial planning and analysis functions. Prior to joining Swvl, Mr. Salem spent nine years in investment banking at Moelis & Company and QInvest LLC, where he executed M&A, capital raises and other financing transactions across numerous sectors, including infrastructure, technology, media and telecommunications, financial services and real estate. Mr. Salem was previously an Adjunct Professor of Practice at the American University in Cairo. Mr. Salem received a Bachelor of Science in Actuarial Science from the American University in Cairo and is a CFA Charter-holder and Fellow of the Society of Actuaries.

Non-Employee Directors

Victoria Grace. For an overview of Ms. Grace's business experience, please see the section entitled "*Business of SPAC and Certain Information About SPAC — Management.*"

We believe that Ms. Grace's extensive experience in originating, structuring and monitoring venture capital transactions, as well as her substantial business, leadership and management experience, bring important and valuable skills and make her qualified to serve as a member of the Holdings Board.

Lone Fonss Schroder. For an overview of Ms. Fonss Schroder's business experience, please see the section entitled "*Business of SPAC and Certain Information About SPAC — Management.*"

We believe that Ms. Fonss Schroder's extensive experience as a global leader active in multiple industries, bring important and valuable skills and make her qualified to serve as a member of the Holdings Board.

Esther Dyson has served on the Swvl Board since April 2018. Ms. Dyson is the active executive founder of the nonprofit project Wellville and is a leading angel investor focused on technology and other core sectors, with notable investments including 23andMe (former board member), Evernote (former board member), Flickr, Ilara Health, Meetup (former board member), Omada Health, ProofPilot, Square, WPP Group (former board member) and Yandex (board member). Ms. Dyson is also an accomplished journalist, author, commentator, and philanthropist. Ms. Dyson was Founding Chair of ICANN (Internet Corporation for Assigned Names and Numbers) from 1998 to 2000 and currently sits on the boards of the Long Now Foundation, Open Corporates, and The Commons Project. Ms. Dyson's prior experience also includes working as a securities analyst for New Court Securities and then Oppenheimer & Co. from 1977 to 1982, where she covered companies in technology and logistics, including the startup Federal Express. Ms. Dyson is also author of the bestselling, widely translated 1996 book "Release 2.0: A Design for Living in the Digital Age."

We believe that Ms. Dyson is qualified to serve as a member of the Holdings Board due to her history with Swvl and her extensive and diverse experience, including as an angel investor focused on health, insurance, open government, digital technology, biotechnology, logistics, and aerospace, with an orthogonal interest in emerging markets.

Family Relationships

There are no familial relationships among the Holdings directors and executive officers.

Foreign Private Issuer Status

After the consummation of the Business Combination, Holdings will be considered a "foreign private issuer" under the securities laws of the U.S. and the rules of Nasdaq. Under the applicable securities laws of the U.S., "foreign private issuers" are subject to different disclosure requirements than U.S. domiciled issuers. Under Nasdaq's rules, a "foreign private issuer" is subject to less stringent corporate governance and compliance requirements and subject to certain exceptions, Nasdaq permits a "foreign private issuer" to follow its home country's practice in lieu of the listing requirements of Nasdaq. Accordingly, Holdings' shareholders may not receive the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Holdings intends to take all actions necessary for it to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and the Nasdaq corporate governance rules and listing standards.

Because Holdings is a foreign private issuer, its directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

Board Composition

Effective immediately after the Company Merger Effective Time, pursuant to the Business Combination Agreement, all of SPAC's current directors will resign as of the Company Merger Effective Time and will not serve as members of the Holdings Board after the Company Merger Effective Time, other than Victoria Grace and Lone Fonss Schroder.

If the Holdings Public Company Articles are approved, upon the consummation of the Business Combination, the Holdings Board will be comprised of nine directors and will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Holdings' directors will be divided among the three classes as follows:

- the Class I directors will be Esther Dyson and their terms will expire at the annual general meeting of shareholders to be held in 2022;
- the Class II directors will be Lone Fonss Schroder, and their terms will expire at the annual general meeting of shareholders to be held in 2023; and
- the Class III directors will be Mostafa Kandil, Victoria Grace and and their terms will expire at the annual general meeting of shareholders to be held in 2024.

Directors in a particular class will be elected for three-year terms at the annual general meeting of shareholders in the year in which their terms expire. As a result, only one class of directors will be elected at each annual meeting of Holdings' shareholders, with the other classes continuing for the remainder of their respective three-year terms. Each director's term continues until the election and qualification of his or her successor, or the earlier of his or her death, resignation or removal.

The Holdings Public Company Articles that will be in effect upon the consummation of the Business Combination provide that only the Holdings Board can fill vacant directorships, including newly-created seats.

Any additional directorships resulting from an increase in the authorized number of directors would be distributed pro rata among the three classes so that, as nearly as possible, each class would consist of one-third of the authorized number of directors.

Director Independence

Upon the consummation of the Business Combination, the Holdings Board anticipates that each member of the Holdings Board, other than Mostafa Kandil, will qualify as independent, as defined under the listing rules of Nasdaq.

Board Oversight of Risk

Upon the consummation of the Business Combination, one of the key functions of the Holdings Board will be informed oversight of the post-combination company's risk management process. The Holdings Board does not anticipate having a standing risk management committee, but rather anticipates administering this oversight function directly through the Holdings Board as a whole, as well as through various standing committees of the Holdings Board that address risks inherent in their respective areas of oversight. For example, the post-combination company audit committee will be responsible for overseeing the management of risks associated with the post-combination company's financial reporting, accounting and auditing matters, and the post-combination company's compensation committee will oversee the management of risks associated with Holding's compensation policies and programs.

Board Committees

Upon the consummation of the Business Combination, the Holdings Board will establish an audit committee, a compensation committee and a nominating and corporate governance committee. The Holdings Board may establish other committees to facilitate the management of the post-combination company's business. The Holdings Board and its committees will set schedules for meeting throughout the year and can also hold special meetings and act by written consent from time to time, as appropriate. The Holdings Board will delegate various responsibilities and authority to its committees as generally described below. The committees will regularly report on their activities and actions to the full Holdings Board. Each member of each committee of the Holdings Board is expected to qualify as an independent director in accordance with the listing standards of the Nasdaq. Each committee of the Holdings Board will have a written charter approved by the Holdings Board. Upon the consummation of the Business Combination, copies of each charter will be posted on the post-combination company's website at . The inclusion of the post-combination company's website address in this proxy statement/prospectus does not include or incorporate by reference the information on Swvl's website into this proxy statement/prospectus. Members will serve on these committees until their resignation or until otherwise determined by the Holdings Board.

Audit Committee

Upon the consummation of the Business Combination, the members of Holdings' audit committee will be Messrs. , and , each of whom can read and understand fundamental financial statements. Each of Messrs. , and is independent under the rules and regulations of the SEC and the listing rules of the Nasdaq applicable to audit committee members. will be the chair of the audit committee. qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the Nasdaq. Holdings' audit committee will assist the Holdings Board with its oversight of the following: the integrity of Holdings' financial statements; Holdings' compliance with legal and regulatory requirements; the qualifications, independence and performance of the independent registered public accounting firm; and the design and implementation of Holdings' internal audit function and risk assessment and risk management. Among other things, Holdings' audit committee will be responsible for reviewing and discussing with Holdings' management the adequacy and effectiveness of

Holdings' disclosure controls and procedures. The audit committee will also discuss with Holdings' management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope and timing of the annual audit of Holdings' financial statements, and the results of the audit, quarterly reviews of Holdings' financial statements and, as appropriate, will initiate inquiries into certain aspects of Holdings' financial affairs. Holdings' audit committee will be responsible for establishing and overseeing procedures for the receipt, retention and treatment of any complaints regarding accounting, internal accounting controls or auditing matters, as well as for the confidential and anonymous submissions by Holdings' employees of concerns regarding questionable accounting or auditing matters. In addition, Holdings' audit committee will have direct responsibility for the appointment, compensation, retention and oversight of the work of Holdings' independent registered public accounting firm. Holdings' audit committee will have sole authority to approve the hiring and discharging of Holdings' independent registered public accounting firm, all audit engagement terms and fees and all permissible non-audit engagements with the independent auditor. Holdings' audit committee will review and oversee all related person transactions in accordance with Holdings' policies and procedures.

Compensation Committee

Upon the consummation of the Business Combination, the members of Holdings' compensation committee will be Messrs. , and . Mr. will be the chair of the compensation committee. Each member of Holdings' compensation committee will be considered independent under the rules and regulations of the SEC and the listing rules of the Nasdaq applicable to compensation committee members. Holdings' compensation committee will assist the Holdings Board in discharging certain of Holdings' responsibilities with respect to compensating its executive officers, and the administration and review of its incentive plans for employees and other service providers, including its equity incentive plans, and certain other matters related to Holdings' compensation programs.

Nominating and Corporate Governance Committee

Upon the consummation of the Business Combination, the members of Holdings' nominating and corporate governance committee will be Messrs. , and . will be the chair of the nominating and corporate governance committee. Holdings' nominating and corporate governance committee will assist the Holdings Board with its oversight of and identification of individuals qualified to become members of the Holdings Board, consistent with criteria approved by the Holdings Board, and selects, or recommends that the Holdings Board selects, director nominees, develops and recommends to the Holdings Board a set of corporate governance guidelines and oversees the evaluation of the Holdings Board.

Code of Conduct

Upon the consummation of the Business Combination, the Holdings Board will adopt a Code of Conduct. The Code of Conduct will apply to all of Holdings' employees, officers and directors, as well as all of Holdings' contractors, consultants, suppliers and agents in connection with their work for Holdings. Upon the consummation of the Business Combination, the full text of the post-combination company's Code of Conduct will be posted on the post-combination company's website at . Holdings intends to disclose future amendments to, or waivers of, the post-combination company's Code of Conduct, as and to the extent required by SEC regulations, at the same location on the post-combination company's website identified above or in public filings. Information contained on the post-combination company's website is not incorporated by reference into this proxy statement/prospectus, and you should not consider information contained on the post-combination company's website to be part of this proxy statement/prospectus.

Compensation Committee Interlocks and Insider Participation

None of the intended members of Holdings' compensation committee has ever been a member of the board of directors or compensation committee of any other entity that has or has had one or more executive officers serving as a member of the Holdings Board or compensation committee.

Conflicts of Interest

Under British Virgin Islands law, the directors owe fiduciary duties at both common law and under statute, including a statutory duty to act honestly, in good faith and with a view to our best interests. When exercising powers or performing duties as a director, the director is required to exercise the care, diligence and skill that a reasonable director would exercise in the circumstances taking into account, without limitation, the nature of the company, the nature of the decision and the position of the director and the nature of the responsibilities undertaken by him. In exercising the powers of a director, the directors must exercise their powers for a proper purpose and shall not act or agree to the company acting in a manner that contravenes our post-offering memorandum and articles of association or the BVI Companies Act.

In addition to the above, directors also owe a duty of care which is not fiduciary in nature. This duty has been defined as a requirement to act as a reasonably diligent person having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as are carried out by that director in relation to the company and the general knowledge skill and experience which that director has.

British Virgin Islands law does not regulate transactions between a company and its significant members, however it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority members. Holdings has adopted a code of business conduct and ethics which requires employees to fully disclose any situations that could reasonably be expected to give rise to a conflict of interest, and sets forth relevant restrictions and procedures when a conflict of interest arises to ensure the best interest of Holdings.

As set out above, directors have a duty not to put themselves in a position of conflict and this includes a duty not to engage in self-dealing, or to otherwise benefit as a result of their position.

Accordingly, as a result of multiple business affiliations, the directors of Holdings may have similar legal obligations relating to presenting business opportunities meeting the above-listed criteria to multiple entities. In addition, conflicts of interest may arise when the board of Holdings evaluates a particular business opportunity with respect to the above-listed criteria. Holdings cannot assure you that any of the above mentioned conflicts will be resolved in their favor. Furthermore, each of the directors of Holdings may have pre-existing fiduciary obligations to other businesses of which they are officers or directors.

DESCRIPTION OF HOLDINGS SECURITIES

Holdings is a British Virgin Islands company limited by shares and its affairs are governed by its memorandum and articles of association and the BVI Companies Act (each as amended or modified from time to time). Following the SPAC Merger, Holdings will amend and restate its memorandum and articles of association to be in the form of the Holdings A&R Articles attached to this proxy statement/prospectus as *Annex C*. Following the SPAC Merger and under the Holdings A&R Articles, the issued and outstanding securities of Holdings, the rights and privileges of such securities and the composition of the holders of such securities will be substantially identical to those of SPAC as of immediately prior to the SPAC Merger Effective Time.

As provided in the Holdings A&R Articles, subject to the BVI Companies Act, Holdings has full capacity to carry on or undertake any business or activity, do any act or enter into any transaction, and, for such purposes, full rights, powers and privileges. The registered office of Holdings is c/o Maples Corporate Services Limited, P.O. Box 173, Road Town, Tortola, British Virgin Islands.

At the Company Merger Effective Time, pursuant to the terms of the Holdings A&R Articles, (a) each Holdings Common Share B that is outstanding immediately prior to the Company Merger Effective Time will be converted, on a one-for-one basis, into one Holdings Common Share A and (b) pursuant to their terms, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time will be automatically separated. As a result, following the Company Merger Effective Time the outstanding equity securities of Holdings will consist of Holdings Common Shares A and Holdings Warrants.

At the Company Merger Effective Time and in accordance with the Holdings A&R Articles, Holdings will again amend and restate its memorandum and articles of association to be in the form of the Holdings Public Company Articles attached to this proxy statement/prospectus as *Annex D*.

All securities of Holdings are subject to, and have been or will be created under, the laws of the British Virgin Islands. The following summary of the of the material terms of the securities of Holdings to be registered is qualified in its entirety by reference to the complete text of each of the Holdings A&R Articles and the Holdings Public Company Articles, copies of which are attached are attached to this proxy statement/prospectus as *Annex C* and *Annex D*, respectively. You are urged to read the Holdings A&R Articles and the Holdings Public Company Articles in their entirety for a complete description of the rights and preferences of securityholders of Holdings after the SPAC Merger and after the Company Merger.

Authorized Shares

The Holdings A&R Articles in effect following the SPAC Merger will authorize the issuance of up to 555,000,000 shares, consisting of (a) 500,000,000 Holdings Common Shares A, (b) 50,000,000 Holdings Common Shares B and (c) 5,000,000 preferred shares. The Holdings Public Company Articles in effect following the Company Merger will authorize the issuance of up to 555,000,000 shares, consisting of (a) 500,000,000 Holdings Common Shares A and (b) 55,000,000 preferred shares. All of Holdings' outstanding ordinary shares are fully paid and non-assessable. To the extent they are issued, certificates representing the Holdings Common Shares A are issued in registered form.

All options, regardless of grant dates, will entitle holders to an equivalent number of ordinary shares once the vesting and exercising conditions are met.

Holdings has applied to list its Holdings Common Shares A, on NASDAQ under the symbol "SWVL".

Initial settlement of the Holdings Common Shares A will take place on the closing date of this offering through The Depository Trust Company, or DTC, in accordance with its customary settlement procedures for

equity securities. Each person owning Holdings Common Shares A held through DTC must rely on the procedures thereof and on institutions that have accounts therewith to exercise any rights of a holder of the Holdings Common Shares A. Persons wishing to obtain certificates for their ordinary shares must make arrangements with DTC.

The following are summaries of material provisions of the Holdings A&R Articles and the BVI Companies Act insofar as they relate to the material terms of the Holdings Common Shares A that Holdings expects will become effective upon the closing of this offering.

Holdings Common Shares A

Voting Rights

The Holdings A&R Articles provide that, except as otherwise specified in the Holdings A&R Articles or as required by law or NASDAQ rules, holders of Holdings Common Shares A and Holdings Common Shares B registered in the register of members of Holdings (on an as-converted basis) will vote as a single class. Holders of Holdings Common Shares A and Holdings Common Shares B shall at all times vote together on all resolutions submitted to a vote of the members. Voting at any meeting of members is by show of hands unless a poll is demanded. A poll may be demanded by the chairman of such meeting or any one member.

Except as described below, the holders of Holdings Common Shares A will be entitled to one vote per share on all matters to be voted on by shareholders. Neither the Holdings A&R Articles nor the Holdings Public Company articles provides for cumulative voting with respect to the election of directors. Following the Company Merger, the Holdings Board will be divided into three classes (Class I, Class II and Class III), consisting of an approximately equal number of directors. The initial Class I directors shall stand for a term expiring at Holdings' first annual general meeting, the initial Class II directors shall stand for a term expiring at Holdings' second annual general meeting and the initial Class III directors shall stand for a term expiring at Holdings' third annual general meeting. Commencing at Holdings' first annual general meeting, directors will be appointed or elected for three-year terms.

Prior to the Company Merger Effective Time, (a) holders of Holdings Common Shares A will not be entitled to vote on the election of directors and (b) with respect to any vote to change the domicile of Holdings, holders of Holdings Common Shares B will hold ten votes per share and holders of Holdings Common Shares A will hold one vote per share. The holders of Holdings Common Shares A will not be entitled to vote to remove directors, either following the SPAC Merger or following the Company Merger.

Transfer

All Holdings Common Shares A will be issued in registered form and may be freely transferred under the Holdings A&R Articles and the Holdings Public Company Articles, unless any such transfer is restricted or prohibited by another instrument, NASDAQ rules or applicable securities laws.

Under the BVI Companies Act shares that are listed on a recognized exchange may be transferred without the need for a written instrument of transfer if the transfer is carried out in accordance with the laws, rules, procedures and other requirements applicable to shares listed on the recognized exchange and subject to Holdings Public Company Articles.

Among other things, the shareholders of Swvl and certain key shareholders of SPAC, including Sponsor, have agreed, pursuant to the Lock-Up Agreements and the Sponsor Agreement, not to transfer their Holdings Common Shares A during the 6 or 12 month period (as applicable) following the Closing. Additionally, any Holdings Common Shares A and Holdings Warrants received in the Transactions by persons who are or become affiliates of Holdings for purposes of Rule 144 under the Securities Act may be resold only in

transactions permitted by Rule 144, or as otherwise permitted under the Securities Act. Persons who may be deemed affiliates of Holdings generally include individuals or entities that control, are controlled by or are under common control with, Holdings and may include the directors and executive officers of Holdings, as well as its significant shareholders.

Redemption Rights

The BVI Companies Act and the Holdings Public Company Articles permit Holdings to purchase its own shares with the prior written consent of the relevant members, on such terms and in such manner as may be determined by its board of directors and by a resolution of directors and in accordance with the BVI Companies Act.

Dividends and Distributions

Pursuant to the Holdings A&R Articles, the Holdings Public Company Articles and the BVI Companies Act, the Holdings Board may from time to time declare dividends and other distributions, and authorize payment thereof, if, in accordance with the BVI Companies Act, the Holdings Board is satisfied that immediately after the payment of any such dividend or distribution, (a) the value of Holdings' assets will exceed its liabilities and (b) Holdings will be able to pay its debts as they fall due. Each Holdings Common Share A will have equal rights with regard to dividends and to distributions of the surplus assets of Holdings, if any.

Other Rights

Under the Holdings A&R Articles and the Holdings Public Company Articles, the holders of Holdings Common Shares A will not be entitled to any pre-emptive rights or anti-dilution rights. Holdings Common Shares A will not be subject to any sinking fund provisions.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares

The board of directors of Holdings may from time to time make calls upon members for any amounts unpaid on their Holdings Common Shares A and / or Holdings Common Shares B in a notice served to such members at least 14 clear days prior to the specified time of payment. The Holdings Common Shares A and / or Holdings Common Shares B that have been called upon and remain unpaid are subject to forfeiture.

Issuance of Additional Shares

The Holdings Public Company Articles authorizes the board of directors of Holdings to issue additional Holdings Common Shares A and Holdings Common Shares B from time to time as the board of directors shall determine, subject to the BVI Companies Act and the provisions, if any, in the Holdings Public Company Articles (and to any direction that may be given by Holdings in general meeting) and, where applicable, the rules and regulations of any applicable exchange, the SEC and/or any other competent regulatory authority and without prejudice to any rights attached to any existing shares.

However, under British Virgin Islands law, our directors may only exercise the rights and powers granted to them under the Holdings Public Company Articles for a proper purpose and for what they believe in good faith to be in the best interests of Holdings.

Meetings of Shareholders

Under the Holdings Public Company Articles, Holdings may, but is not obligated to, hold an annual general meeting each year. The Holdings Board or the chair, if in office, may call an annual general meeting or an extraordinary general meeting upon not less than seven (7) days' notice unless such notice is waived in accordance with The Holdings Public Company Articles. A meeting notice must specify the place, day and hour

of the meeting and the general nature of the business to be conducted at such meeting. At any general meeting of Holdings shareholders, a majority of the voting power of the Holdings shares entitled to vote at such meeting shall constitute a quorum. Subject to the requirements of the BVI Companies Act, only those matters set forth in the notice of the general meeting or (solely in the case of a meeting convened upon a Members' Requisition (as defined below)) properly requested in connection with a Members' Requisition may be considered or acted upon at a meeting of Holdings shareholders.

Each general meeting, other than an annual general meeting, shall be an extraordinary general meeting. Under the Holdings Public Company Articles, shareholders will have the right to call extraordinary general meetings of shareholders (a "Holdings Members' Requisition"). To properly call an extraordinary general meeting pursuant to a Holdings Members Requisition, (a) the request of shareholders representing not less than 30% of the voting power represented by all issued and outstanding shares of Holdings in respect of the matter for which such meeting is requested must be deposited at the registered office of Holdings and (b) the requisitioning shareholders must comply with certain information requirements specified in the Holdings Public Company Articles.

In connection with any meeting of shareholders, the right of a shareholder to bring other business or to nominate a candidate for election to the Holdings Board must be exercised in compliance with the requirements of the Holdings Public Company Articles. Among other things, notice of such other business or nomination must be received at the registered office of Holdings not later than the close of business on the date that is 120 days before, and not earlier than the close of business on the date that is 150 days before, the one-year anniversary of the preceding year's annual general meeting, subject to certain exceptions.

Liquidation

On a liquidation or winding up of Holdings assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis.

Inspection of Books and Records

A member of Holdings is entitled, on giving written notice to Holdings, to inspect (a) the memorandum and articles of association of Holdings; (b) the register of members; (c) the register of directors; and (d) the minutes of meetings and resolutions of members and of those classes of members of which he is a member; and to make copies of or take extracts from the documents and records. Subject to the Holdings Public Company Articles, the directors may, if they are satisfied that it would be contrary to the interests of Holdings to allow a member to inspect any document, or part of a document, specified in (b), (c) and (d) above, refuse to permit the member to inspect the document or limit the inspection of the document, including limiting the making of copies or the taking of extracts from the records.

Where a company fails or refuses to permit a member to inspect a document or permits a member to inspect a document subject to limitations, that member may apply to the BVI High Court for an order that he should be permitted to inspect the document or to inspect the document without limitation.

A company is required to keep at the office of its registered agent: its memorandum and articles of association of the company; the register of members or a copy of the register of members; the register of directors or a copy of the register of directors; and copies of all notices and other documents filed by the company in the previous ten years.

Preference Shares

The Holdings Public Company Articles provide that preference shares may be issued from time to time in one or more series. The board of directors of Holdings will be authorized to fix the voting rights, if any,

designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. The board of directors of Holdings will be able to, without shareholder approval, issue preference shares with voting and other rights that could adversely affect the voting power and other rights of the holders of the Holdings Common Shares A and Holdings Common Share B and could have anti-takeover effects. The ability of the board of directors of Holdings to issue preference shares without shareholder approval could have the effect of delaying, deferring or preventing a change of control of us or the removal of existing management. Holdings has no preference shares issued and outstanding at the date hereof. Although Holdings does not currently intend to issue any preference shares, Holdings cannot assure you that it will not do so in the future. No preference shares are being issued or registered in this offering and any issuance of preference shares would be subject to applicable directors duties.

Anti-Takeover Provisions

Some provisions of the Holdings Public Company Articles may discourage, delay or prevent a change of control of Holdings or management that members may consider favourable, including, among other things:

- a classified board of directors with staggered, three-year terms;
- the ability of the Holdings Board to issue preferred shares and to determine the price and other terms of those shares, including preferences and voting rights, potentially without shareholder approval;
- the right of Mostafa Kandil to serve as Chair of the Holdings Board so long as he remains Chief Executive Officer of Holdings and to serve as a director so long as he beneficially owns at least 1% of the outstanding shares of Holdings;
- until the completion of Holdings's third annual meeting of shareholders following the Closing, commitments by major shareholders to vote in favor of the appointment of Swvl designees to the Holdings Board at any shareholder meeting (and, thereafter, to vote in favor of the appointment of Mostafa Kandil or his designee to the Holdings Board, subject to specified conditions);
- the limitation of liability of, and the indemnification of and advancement of expenses to, members of the Holdings Board;
- advance notice procedures with which shareholders must comply to nominate candidates to the Holdings Board or to propose matters to be acted upon at a shareholders' meeting, which could preclude shareholders from bringing matters before annual or special meetings and delay changes in the Holdings Board and also may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise from attempting to obtain control of Holdings;
- that directors may be removed only for cause and only upon the vote of two-thirds of the directors then in office;
- that shareholders may not act by written consent in lieu of a meeting or call extraordinary meetings;
- the right of the Holdings Board to fill vacancies created by the expansion of the Holdings Board or the resignation, death or removal of a director; and
- that the Memorandum and Articles of Association may be amended only by the Holdings Board of Directors or by the affirmative vote of holders of at least two-thirds of the voting power of all of the then-outstanding shares of Holdings.

However, under British Virgin Islands law, the directors of Holdings may only exercise the rights and powers granted to them under our the Holdings Public Company Articles for a proper purpose and for what they believe in good faith to be in the best interests of Holdings.

Holdings Warrants

At the SPAC Merger Effective Time, each SPAC Warrant issued, outstanding and unexercised immediately prior to the SPAC Merger Effective Time will be automatically assumed by Holdings and converted into one Holdings Warrant. Pursuant to the Business Combination Agreement, Holdings and SPAC have agreed to, and to use reasonable best efforts to cause Continental Stock Transfer & Trust Company to, enter into an assignment and assumption agreement pursuant to which SPAC will assign to Holdings all of its rights, interests and obligations in and under the Warrant Agreement as of the SPAC Merger Effective time to reflect the assumption of the SPAC Warrants by Holdings. Immediately after the Company Merger Effective Time, Holdings anticipates that there will be approximately 17,433,33 Holdings Warrants outstanding.

Each Holdings Warrant will represent the right to purchase one Holdings Common Share A at a price of $11.50 per share in cash. The Holdings Warrants will become exercisable thirty (30) days after the Closing Date and will expire upon the earlier of (a) the date that is five (5) years after the Closing Date and (b) a liquidation of the Company.

The exercise price of the Holdings Warrants, and the number of Holdings Common Shares A issuable upon exercise thereof, will be subject to adjustment under certain circumstances, including if Holdings (a) pays any dividend in Holdings Common Shares A, (b) subdivides the outstanding Holdings Common Shares A, (c) pays an extraordinary dividend in cash or (d) issues additional Holdings Common Shares A at an issue price of less than $9.20 per share.

Once the Holdings Warrants become exercisable, Holdings will have the right to redeem not less than all of the Holdings Warrants at any time prior to their expiration, at a redemption price of $0.01 per warrant, if (i) the last reported sales price of Holdings Common Shares A has been at least $18.00 per share on each of twenty (20) trading days within the thirty (30) trading-day period ending on the third (3rd) trading day prior to the date on which notice of the redemption is given and (ii) there is an effective registration statement covering the Holdings Common Shares A issuable upon exercise of the Holdings Warrants, and a current prospectus relating thereto, available throughout the 30-day redemption period or the Company has elected to require the exercise of the Warrants on a “cashless basis”.

In addition, once the Holdings Warrants become exercisable, Holdings will have the right to redeem not less than all of the Holdings Warrants at any time while exercisable and prior to their expiration, at a redemption price of $0.10 per warrant, if the last reported sales price of Holdings Common Shares A has been at least $10.00 per share on each of twenty (20) trading days within the thirty (30) trading-day period ending on the third (3rd) trading day prior to the date on which notice of the redemption is given; provided that during the 30-day period following notice of the redemption, holders of the Holdings Warrants will be entitled to exercise such warrants on a “cashless basis” and to receive a number of Holdings Common Shares A determined by reference to an agreed table based on the redemption date and the “fair market value” (as defined in the Warrant Agreement) of Holdings Common Shares A.

No fractional shares will be issued upon exercise of the Holdings Warrants. If, upon exercise, a holder would be entitled to receive a fractional interest in Holdings Common Shares A, Holdings will round down to the nearest whole number of shares to be issued to the warrant holder.

In accordance with the Warrant Agreement, the Holdings Warrants represented by SPAC Private Placement Warrants prior to the SPAC Merger Effective Time will have terms identical Holdings Warrants formerly represented by SPAC Public Warrants except that, so long as such warrants are held by Sponsor or a permitted transferee, such Holdings Warrants (a) may not be redeemed by Holdings and (b) may be exercised on a cashless basis for a number of Holdings Common Shares A equal to the quotient of (i) the product of (A) the number of Holdings Common Shares A underlying such warrant *multiplied by* (B) the excess of the “fair market value” (as defined below) over the exercise price of such warrant *divided by* (ii) the “fair market value”. For

purposes of this paragraph, “fair market value” is equal to the average last reported sale price of the Holdings Common Shares A as reported for the ten (10) trading days ending on the third (3rd) trading day prior to the date on which notice of exercise of the warrant is sent to the warrant agent. In addition, Holdings Warrants formerly represented by SPAC Private Placement Warrants may not be transferred, sold or assigned by the holder thereof until the date that is thirty (30) days after the Closing Date.

Holdings Units

At the Company Merger Effective Time, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time will be automatically separated.

COMPARISON OF CORPORATE GOVERNANCE AND SHAREHOLDER RIGHTS

This section describes the material differences between the rights of SPAC shareholders before the consummation of the Business Combination, and the rights of Holdings shareholders after the Business Combination. These differences in shareholder rights result from the differences between Cayman Islands and British Virgin Islands law and the respective governing documents of SPAC and Holdings.

This section does not include a complete description of all differences among such rights, nor does it include a complete description of such rights. Furthermore, the identification of some of the differences of these rights as material is not intended to indicate that other differences that may be equally important do not exist. SPAC Shareholders are urged to carefully read the relevant provisions of the Cayman Companies Act, the BVI Companies Act, the SPAC Articles and Holdings Public Company Articles that will be in effect as at the Company Merger Effective Time. References in this section to the Holdings Public Company Articles are references thereto as they will be in effect following the Company Merger Effective Time. The Holdings Public Company Articles may be amended after the Company Merger Effective Time by amendment in accordance with their terms. If the Holdings Public Company Articles are amended, the below summary may cease to accurately reflect the Holdings Public Company Articles as so amended.

Rights of SPAC Shareholders **(a Cayman Islands Exempted Company)**	**Rights of Holdings Shareholders** **(a BVI Business Company)**
Authorized Capital / Shares	
SPAC is authorized to issue a maximum of 555,000,000 shares with a par value of $0.0001 each divided into three classes as follows: (i) 500,000,000 Class A ordinary shares of a nominal or par value of $0.0001 ("**SPAC Class A Ordinary Shares**"), (ii) 50,000,000 Class B ordinary shares of a nominal or par value of $0.0001 ("**SPAC Class B Ordinary Shares**") and (iii) 5,000,000 preferred shares of a nominal or par value of $0.0001 each. As at September 24, 2021 SPAC had 34,500,000 SPAC Class A Ordinary Shares and 8,625,000 SPAC Class B Ordinary Shares issued and outstanding. Under the SPAC Articles, the board of directors may, or the SPAC shareholders by ordinary resolution, divide shares into certain classes or series from time to time and to fix certain rights (including voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different classes or series.	Holdings is authorized to issue a maximum of 555,000,000 shares with a par value of $0.0001 each divided into two classes as follows: (i) 500,000,000 Class A ordinary shares (the "**Holdings Common Shares A**"); and (ii) 55,000,000 preferred shares (the "**Holdings Preference Shares**"). As at September 24, 2021 Holdings had 1 Holdings Common Share A issued and outstanding and 0 Holdings Preference Shares issued and outstanding. Under the Holdings Public Company Articles, the board of directors may, without shareholder approval, issue Holdings Preference Shares and amend the Holdings Public Company Articles to specify voting powers, preferences and rights of the Holdings Preference Shares and the qualifications, limitations or restrictions thereof.
Voting Rights	
Under the Cayman Companies Act and the SPAC Articles, routine corporate matters may be approved by an ordinary resolution (being the affirmative vote of at least a majority of the shareholders present in person or represented by proxy at the general meeting and entitled to vote on such matter). The SPAC shareholders will have one vote for each share held on all matters to be voted on by shareholders and vote together as a single	Under the BVI Companies Act and the Holdings Public Company Articles, and save for those matters prescribed as requiring a vote of the shareholders under either of the foregoing, routine corporate matters may be approved by the board. Under the Holdings Public Company Articles, where a vote of the shareholders is required, the Holdings shareholders will have one vote for each Holdings

class, except as required by law or the applicable stock exchange rules then in effect, except that (i) only holders of the SPAC Class B Ordinary Shares have the right to vote on the appointment and removal of directors prior to the SPAC's initial business combination, and (ii) in a vote to continue the SPAC in a jurisdiction outside the Cayman Islands (which requires a special resolution), holders of the SPAC Class B Ordinary Shares have ten (10) votes for every SPAC Class A Ordinary Share and holders of SPAC Class A Ordinary Shares will have one (1) vote for every SPAC Class A Ordinary Share.	Common Share A held on all matters to be voted on by shareholders.
Appraisal / Dissenters' Rights	
Under certain circumstances, shareholders may dissent to a merger of a Cayman Islands company by following the procedure set out in the Cayman Companies Act. Where dissenter rights apply, dissenters to a merger are entitled to receive fair value for their shares, which if necessary may ultimately be determined by the court.	A shareholder of a BVI business company may dissent from (i) a merger; (ii) a consolidation; (iii) any sale, transfer, lease, exchange or other disposition of more than 50% in value of the assets or business of the company if not made in the usual or regular course of the business carried on by the company, in which case the shareholder is entitled to receive "fair value" for their shares in accordance with section 179 of the BVI Companies Act. A shareholder who desires to exercise his right of dissent shall give to the company, before the meeting of members at which the action is submitted to a vote, or at the meeting but before the vote, written objection to the action. Upon the giving of a notice of election to dissent, the member to whom the notice relates ceases to have any of the rights of a member except the right to be paid the fair value of his shares.
Dividends	
Under the Cayman Companies Act and the SPAC Articles, the directors may, by resolution, declare dividends on shares in issue and authorize payment out of the funds of SPAC lawfully available therefor. The directors may, subject to the preference of any classes of shares, authorize a dividend at such time and of such an amount as they think fit if they are satisfied that the SPAC will, immediately after the payment of the dividend, satisfy the solvency test (that is, if the directors can determine based on the facts at the time that the company can in the future, following the payment of the dividend, pay its debts as they fall due in the ordinary course of business).	Under section 57 of the BVI Companies Act and the Holdings Public Company Articles, the directors may, by resolution, authorise a distribution by Holdings to shareholders at such time and of such an amount, as they think fit if they are satisfied, on reasonable grounds, that Holdings will, immediately after the distribution, satisfy the solvency test. A company satisfies the solvency test if (i) the value of Holdings' assets exceeds its liabilities; and (ii) Holdings is able to pay its debts as they fall due. Directors may, before resolving to pay any distribution, set aside such sums as they think proper as a reserve or reserves.

Directors may, before resolving to pay any distribution, set aside such sums as they think proper as a reserve or reserves.	Distributions may be made, wholly or partly, in cash or in specie.
Distributions may be made in cash or in specie.	Any distribution which remains unclaimed after a period of six (6) years from the date on which such distribution or redemption payment becomes payable shall be forfeited and shall revert to Holdings.
Dividends may be paid out of profits, share premium or any other sources permitted under Cayman Islands law.	
Purchase and Repurchase of Shares	
Subject to the Cayman Companies Act and the rules of the designated stock exchange, the SPAC may purchase its own shares (including redeemable shares) in such manner and on such other terms as the directors may determine and agree with such shareholder at the time of such purchase, provided that immediately after such purchase or repurchase the SPAC is able to pay its debts as they fall due in the ordinary course of business.	Subject to the BVI Companies Act and the rules of the designated stock exchange, Holdings may purchase or otherwise acquire its own shares (including any redeemable shares) in such manner and on such other terms as the directors may agree with the relevant shareholder, provided that immediately after such repurchase the value of Holdings' assets exceeds its liabilities and Holdings is able to pay its debts as they fall due.
Shares that the SPAC purchases, redeems or acquires may, at the option of the SPAC, be cancelled immediately or held as treasury shares in accordance with the Cayman Companies Act. In the event that the directors do not specify that the relevant Shares are to be held as treasury shares, such shares shall be cancelled.	Unless the shares are held as treasury shares in accordance with the BVI Companies Act, any shares acquired are deemed to be cancelled immediately on purchase, redemption or other acquisition.
Redemption Rights	
Upon consummation of the initial business combination, the SPAC Articles provide holders of the SPAC Class A Ordinary Shares with the opportunity to redeem their Class A Shares at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account as of two (2) business days prior to the consummation of the initial business combination, including interest (net of taxes payable and up to $100,000 of interest to pay dissolution expenses), divided by the number of then-outstanding Class A Ordinary Shares, provided that the SPAC shall not repurchase SPAC Class A Ordinary Shares to the extent that such repurchase would cause SPAC's net tangible assets to be less than $5,000,001.	Subject to the BVI Companies Act, Holdings may purchase or otherwise acquire its own shares (including any redeemable shares) in such manner and on such other terms as the directors may agree with the relevant shareholder.
If SPAC seeks to amend any provision of SPAC Articles that would affect the substance or timing of SPAC's obligation to redeem 100% of the shareholders' Class A Ordinary Shares if SPAC has not consummated an initial business combination within twenty-four months after the date of the closing of the SPAC IPO, SPAC must provide the public shareholders with the opportunity to redeem their Class A Ordinary Shares in connection with such vote.	Holdings may make a payment in respect of any such redemption in any means permitted by the BVI Companies Act. Under the Holdings Public Company Articles, the directors of Holdings may resolve that the redemption is paid wholly or partly by the distribution of specific assets and in particular (without limitation), by the distribution of shares, debentures or securities of any other company.

After consummation of the initial business combination, holders of SPAC Class A Ordinary Shares are not entitled to redemption rights with respect to their shares.	
Pre-emptive Rights	
None.	None.
Lien on Shares and Calls on Shares	
SPAC shall have a first and paramount lien on all shares (whether fully paid-up or not) registered in the name of a shareholder (whether solely or jointly with others) for all debts, liabilities or engagements to or with SPAC (whether presently payable or not) by such shareholder or his, her or its estate, either alone or jointly with any other person.	Holdings shall have a first and paramount lien on all shares (whether fully paid-up or not) registered in the name of a shareholder (whether solely or jointly with others) for all debts, liabilities or engagements to or with Holdings (whether presently payable or not) by such shareholder or his, her or its estate, either alone or jointly with any other person, whether a shareholder or not, but the directors may at any time declare any share to be wholly or in part exempt from the such provisions.
Forfeiture of Shares	
If a call or instalment of a call remains unpaid after it has become due and payable, SPAC may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred or sustained by SPAC by reason of such non-payment. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of directors.	If a call or instalment of a call remains unpaid after it has become due and payable, Holdings may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred or sustained by Holdings by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with, any share in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of directors.
Election of Directors	
The Cayman Companies Act provides that there must be at least one (1) director of the SPAC. The SPAC Articles provide that there shall be up to eight (8) directors of the SPAC, unless otherwise determined by a vote of a majority of the directors. SPAC Articles provide that prior to the initial business combination, a vote of the majority of the issued and outstanding SPAC Class B Ordinary Shares entitled to vote and voting will be required to appoint any person as director of SPAC.	Under section 109 of the BVI Companies Act, the board of directors must consist of at least one (1) director. Under the Holdings Public Company Articles, there shall be a board of directors consisting of nine (9) directors, provided however that Holdings may, by a resolution of directors, increase or reduce the number of directors. No increase or reduction in the number of directors constituting the board of directors shall shorten the term of any incumbent director.

After an initial business combination, a vote of a majority of the issued and outstanding SPAC Ordinary Shares entitled to vote and voting will be required to appoint any person as director of SPAC.	The directors shall be divided into three classes: Class I, Class II and Class III. The number of directors in each class shall be as nearly equal as possible. The Class I Directors shall stand appointed for a term expiring at Holdings' first annual general meeting, the Class II Directors shall stand appointed for a term expiring at Holdings' second annual general meeting and the Class III Directors shall stand appointed for a term expiring at Holdings' third annual general meeting. For nominations of candidates for appointment as director ("**Director Nominations**"), the Director Nomination must be (i) specified in the notice of the general meeting (or any supplement thereto) given by or at the direction of the directors by resolution of directors, (ii) brought before the general meeting by the person presiding over the meeting or (iii) otherwise properly requested to be brought before the meeting by a shareholder of Holdings or by the requisitioning shareholders, as applicable. Except as the BVI Companies Act may otherwise require, in the interim between annual general meetings or extraordinary general meetings called for the appointment of directors and the filling of any vacancy in that connection, additional directors and any vacancies in the board of directors, including unfilled vacancies resulting from the removal of directors for cause, may be filled by the vote of a majority of the remaining directors then in office, notwithstanding that such majority may be less than a quorum required for a resolution of directors. For the avoidance of doubt, any vacancies in the board of directors, including unfilled vacancies resulting from the removal of directors for cause and unfilled vacancies resulting from increases or reductions in the number of directors, may not be filled by a resolution of members. Alternate directors are not permitted. Holdings may by resolution of its shareholders, and in accordance with the Holdings Public Company Articles, appoint any person properly nominated for election as a director at any general meeting to appoint directors of Holdings.
Removal of Directors; Vacancies	
The SPAC Articles provide that the office of a director shall be vacated if the director: (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns his office by notice in	The Holdings Public Company Articles provides that the office of director will be vacated if: (i) the director gives notice in writing to Holdings that he, she or it resigns the office of director; (ii) the director dies; (iii) a court of competent jurisdiction has

writing to the company; or is removed from office pursuant to any other provisions of the SPAC Articles.	determined in a final non-appealable order that such director is permanently and totally disabled and unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death within twelve (12) months, or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or (iv) the director becomes disqualified to act as a director under the BVI Companies Act.
SPAC Articles provide that prior to the initial business combination, a vote of the majority of the issued and outstanding SPAC Class B Ordinary Shares entitled to vote and voting will be required to remove a director of the SPAC for cause.	Holdings may by resolution of directors passed by at least two-thirds of the directors remove any director with cause.
After an initial business combination, a vote of a majority of the issued and outstanding SPAC Ordinary Shares entitled to vote and voting will be required to remove any person as director of SPAC.	Shareholders may not act to remove directors.
For so long as the SPAC is listed on a stock exchange, any and all vacancies in the board of directors, however occurring, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining directors then in office, and not by the shareholders of the SPAC.	Directors shall serve a term in accordance with their class as noted above under "*Election of Directors*".
Manner of Acting by Board; Quorum	
The quorum for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two (2) directors where there are two or more directors of the company.	The quorum for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be a majority of the directors then in office.
Questions arising at any meeting of the directors shall be decided by a majority of votes of the directors. In the case of an equality of votes, the chairman shall have a second or casting vote.	Questions arising at any meeting of the directors shall be decided by a majority of votes of the directors, unless a higher threshold is required pursuant to the Holdings Public Company Articles. In the case of an equality of votes, the chairman shall not have a second or casting vote.
Director Action by Written Consent	
The SPAC Articles provide that a resolution in writing signed by all the directors shall be valid and effective as if it had been passed at a meeting of the directors.	In accordance with section 129 of the BVI Companies Act, a resolution of director(s) may be passed, subject to the memorandum and the articles as a written resolution. Under Holdings Public Company Articles, a resolution in writing signed by all of the directors or all of the members of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors.
Indemnification of Directors and Officers	
Every director and officer of SPAC (including any alternate director) shall be indemnified out of the assets of the SPAC to the fullest extent permissible under the laws of the Cayman Islands against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any	Every director and officer of Holdings (which for the avoidance of doubt, shall not include auditors) together with every former director and former officer shall be indemnified out of the assets of Holdings to the fullest extent permissible under the BVI Companies Act and the laws of the British

of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud, wilful default or wilful neglect.	Virgin Islands against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default.
Limitation on Liability of Directors	
No directors shall be liable to SPAC for any loss or damage incurred by SPAC as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud, wilful default or wilful neglect of such director.	No director shall be liable to Holdings for any loss or damage incurred by Holdings as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such director.
Annual General Meeting	
The SPAC Articles provide that for so long as the SPAC's shares are traded on a designated stock exchange, the SPAC shall in each year hold a general meeting as its annual general meeting at such time and place as may be determined by the directors in accordance with the rules of the stock exchange, unless such stock exchange does not require the holding of an annual general meeting.	Holdings may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and, where called, shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the directors shall appoint.
Extraordinary General Meeting	
The SPAC Articles provide that extraordinary general meetings may be called only by a majority vote of the directors, by the Chief Executive Officer or by the Chairman. Shareholders may bring certain business before a general meeting by following the relevant procedures set out in the SPAC Articles.	All general meetings other than annual general meetings shall be called extraordinary general meetings. The directors, by resolution of directors, or the chairman, if any, of the board of directors, acting alone, may, and the directors shall upon receipt of a valid requisition from shareholders holding at the date of deposit of the requisition not less than thirty (30) per cent. of the voting power of the issued shares which as at that date carry the right to vote in respect of the matter for which the meeting is requested, call general meetings.
Notice Provisions and Record Date	
At least ten (10) days' notice in writing (counting from the date service is deemed to take place) shall be given of any general meeting. For the purpose of determining shareholders entitled to receive notice of, attend or vote at any meeting of shareholders, or to determine those shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a shareholder for	At least seven (7) clear days' notice shall be given of any general meeting. For the purpose of determining shareholders entitled to notice of, or to vote at, any meeting of shareholders or entitled to receive payment of any distribution, or in order to make a determination of shareholders for any other purpose, the directors may provide that the register of members shall be closed

any other purpose, the directors may provide that the register of members shall be closed for transfers for a stated period which shall not exceed forty (40) days. If the register of members shall be so closed for the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at a meeting of shareholders the register of members shall be so closed for at least ten (10) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the register of members.	for transfers for a stated period which shall not in any case exceed forty (40) days. In lieu of, or apart from, closing the register of members, the directors may fix in advance or arrears a date as the record date for the purpose of determining shareholders entitled to notice of, or to vote at, any meeting or entitled to receive payment of any distribution, or in order to make a determination of shareholders for any other purpose. If the register of members is not so closed and no record date is fixed by the directors, the date on which notice of the meeting is sent or the date on which the resolution of directors resolving to pay such distribution is passed, as the case may be, shall be the record date for such determination of shareholders.
Quorum and Actions	
Business may only be transacted at a meeting if a quorum is present. A quorum for a general meeting of the shareholders is one or more shareholders holding at least a majority of the paid up voting share capital of the SPAC present in person or by proxy and entitled to vote at that meeting. The quorum necessary at a meeting to approve a matter pertaining to the modification of rights of shareholders shall be one or more shareholder holding (or represented by proxy) one-third in nominal or par value amount of the issued shares of the relevant class of shareholders.	Business may only be transacted at a meeting if a quorum is present, being a majority in voting power of the shares entitled to vote at such meeting, present in person or by proxy unless a higher threshold is required pursuant to the Holdings Public Company Articles. Unless otherwise provided in the Holdings Public Company Articles, absent shareholders, shareholders who are present but do not vote, blanks and abstentions shall not be counted for purposes of determining if a majority has been obtained). For Director Nominations or other business to be properly brought (x) by a shareholder before an annual general meeting or (y) by requisitioning shareholders before an extraordinary general meeting convened upon a requisition of shareholders, the Director Nomination or other business must be (i) specified in the notice of the general meeting (or any supplement thereto) given by or at the direction of the directors by resolution of directors, (ii) brought before the general meeting by the person presiding over the meeting or (iii) otherwise properly requested to be brought before the meeting by a shareholder of Holdings or by the requisitioning shareholders, as applicable. The quorum necessary at a meeting to approve any amendment to the Holdings Public Company Articles shall be a majority of not less than seventy five (75) per cent. of the votes of all those entitled to vote on the resolution regardless of how many actually vote or abstain, meaning that absent shareholders, shareholders who are present but do not vote, blanks

	and abstentions shall be counted for the purpose of determining if the requisite majority has been obtained.
Shareholder Action Without Meeting / Acting by Written Consent	
In relation to a special resolution, a resolution in writing signed by all the shareholders entitled to vote at a general meeting shall be valid and effective as if the special resolution had been passed at a meeting of the shareholders. In relation to an ordinary resolution, such a resolution may not be consented to in writing. In relation to an ordinary resolution of the SPAC Class B Ordinary Shares only, such a resolution may be consented to in writing by all of the holders of Class B Ordinary Shares entitled to vote at a general meeting.	Under the Holdings Public Company Articles, a resolution of members of Holdings may not be consented to in writing.
Inspection of Books and Records	
The directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the SPAC or any of them shall be open to the inspection of shareholders not being directors, and no shareholder (not being a director) shall have any right of inspecting any account or book or document of the SPAC except as conferred by law or authorised by the directors or by ordinary resolution of the SPAC.	The directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of Holdings or any of them shall be open to the inspection of shareholder not being directors and no shareholder (not being a director) shall have any right of inspecting any account or book or document of Holdings except as conferred by the BVI Companies Act or authorised by the directors or by Holdings in general meeting.
Class and Derivative Shareholder Suits	
SPAC's Cayman Islands counsel is not aware of any reported class action having been brought in a Cayman Islands court. Derivative actions have been brought in the Cayman Islands courts, and the Cayman Islands courts have confirmed the availability for such actions. In most cases, the company will be the proper plaintiff in any claim based on a breach of duty owed to it, and a claim against (for example) SPAC officers or directors usually may not be brought by a shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority and be applied by a court in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which: • a company is acting, or proposing to act, illegally or beyond the scope of its authority;	Under the provisions of the BVI Companies Act, the Holdings Public Company Articles are binding as between Holdings and its shareholders and between the shareholders. If the majority shareholders have infringed a minority shareholder's rights, the minority may seek to enforce its rights either by derivative action or by personal action. A derivative action concerns the infringement of Holdings' rights where the wrongdoers are in control of Holdings and are preventing it from taking action, whereas a personal action concerns the infringement of a right that is personal to the particular shareholder concerned. The BVI Companies Act provides for a series of remedies available to shareholders. Where Holdings

- the act complained of, although not beyond the scope of the authority, could be effected if duly authorized by more than the number of votes which have actually been obtained; or
- those who control the company are perpetrating a "fraud on the minority."

A shareholder may have a direct right of action against the SPAC where the individual rights of that shareholder have been infringed or are about to be infringed.

conducts some activity which breaches the BVI Companies Act or the Holdings Public Company Articles, the BVI High Court can issue a restraining or compliance order. Shareholders can also bring derivative, personal and representative actions under certain circumstances.

Generally any other claims against Holdings by its shareholders must be based on the general laws of contract or tort applicable in the BVI or their individual rights as shareholders as established by the Holdings Public Company Articles.

In certain circumstances, a shareholder has the right to seek various remedies against Holdings in the event the directors are in breach of their duties under the BVI Companies Act. Pursuant to Section 184B of the BVI Companies Act, if Holdings or a director of Holdings engages in, proposes to engage in or has engaged in, conduct that contravenes the provisions of the BVI Companies Act or the Holdings Public Company Articles, the courts of the British Virgin Islands may, on application of a member or director of Holdings, make an order directing Holdings or a director of Holdings to comply with, or restraining Holdings or its director from engaging in conduct that contravenes the BVI Companies Act or the Holdings Public Company Articles. Furthermore, pursuant to Section 184I(1) of the BVI Companies Act, a shareholder of a company who considers that the affairs of the company have been, are being or likely to be, conducted in a manner that is, or any acts of the company have been, or are likely to be oppressive, unfairly discriminatory, or unfairly prejudicial to him in that capacity, may apply to the courts of the British Virgin Islands for an order which, inter alia, can require the company or any other person to pay compensation to the members.

Anti-Takeover Provisions

The SPAC Articles provide that the board of directors will be classified into three (3) classes of directors. As a result, in most circumstances, a person can gain control of the board only by successfully engaging in a proxy contest at two or more annual general meetings.

The authorised but unissued ordinary shares and preferred shares are available for future issuances without shareholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued

The Holdings Public Company Articles provide that the board of directors will be classified into three (3) classes of directors. As a result, in most circumstances, a person can gain control of the board only by successfully engaging in a proxy contest at two or more annual general meetings.

The existence of authorized but unissued preference shares, the terms of which may be established and shares of which may be issued without shareholder approval and the establishment of advance notice requirements for nominations for election to the

and unreserved ordinary shares and preferred shares could render more difficult or discourage an attempt to obtain control of the SPAC by means of a proxy contest, tender offer, merger or otherwise.	board of directors or for proposing matters that can be acted upon at shareholder meetings could also render more difficult or discourage an attempt to obtain control of the Holdings by means of a proxy contest, tender offer, merger or otherwise.
Variation of Rights Attaching to a Class / Series of Shares	
Under Cayman Islands law and the SPAC Articles, the rights attached to any class of shares may only be materially adversely varied with the consent in writing of the holders of not less than two-thirds (2/3rds) of the issued shares of that class or with the sanction of a resolution of our shareholders passed at a separate meeting of the holders of the shares of that class by the holders of not less than two-thirds (2/3rds) of the issued shares of that class.	Holdings may vary the rights attached to the Holdings Common Shares A by amending the Holdings Public Company Articles by resolution of members passed by a majority of not less than seventy five (75) per cent. of the votes of all those entitled to vote on the resolution regardless of how many actually vote or abstain, or by a resolution of directors. The Holdings Public Company Articles do not contain a customary provision relating to the amendment of class rights of a class or series of shares.
Amendments to Governing Documents	
Amendment of any provision of the SPAC Articles requires a special resolution, meaning a resolution passed by holders of at least two-thirds of the issued and outstanding shares of the SPAC that are entitled to vote and that vote in a general meeting. The Sponsor and SPAC's executive officers and directors have agreed that they will not propose any amendment to the SPAC Articles that would affect the substance or timing of the SPAC's obligation to redeem 100% of its public shares if the SPAC does not complete its initial business combination within 24 months after the closing of the SPAC IPO, unless the SPAC provides public shareholders with the opportunity to redeem their shares upon approval of any such amendment. The provisions of the SPAC Articles relating to (i) the election and removal of directors prior to the business combination and (ii) the voting power in connection with the approval required to continue the SPAC in a jurisdiction outside the Cayman Islands, may each only be amended by a special resolution passed by holders representing a majority of at least 90% of the votes cast a quorate general meeting.	Amendment of any provision of the Holdings Public Company Articles requires a resolution of members passed by a majority of not less than seventy five (75) per cent. of the votes of all those entitled to vote on the resolution regardless of how many actually vote or abstain, or by a resolution of directors.
Dissolution /Liquidations	
The SPAC Articles provides that in the event that SPAC does not consummate a business combination by twenty-four months after the closing of the SPAC IPO,	If Holdings shall be wound up the liquidator shall apply the assets of Holdings in satisfaction of creditors' claims in such manner and order as such

the SPAC shall: (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the shares issued in the SPAC IPO, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust fund, including interest earned on the trust fund and not previously released to the company to fund regulatory withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of public shares then in issue, which

redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any), subject to applicable law; and (iii) as promptly as reasonably possible following such redemption, subject to the approval of SPAC's remaining shareholders and the directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

liquidator thinks fit. Subject to the rights attaching to the shares, each share will rank pari passu with each other share in relation to the distribution of surplus assets on a winding up.

If Holdings shall be wound up the liquidator may, subject to the rights attaching to any shares and subject to contrary direction by resolution of shareholders, divide amongst the shareholders in kind the whole or any part of the assets of Holdings (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders.

BENEFICIAL OWNERSHIP OF SECURITIES

The following table sets forth information known to SPAC regarding (a) the actual beneficial ownership of the SPAC Ordinary Shares as of the record date (prior to the Business Combination and PIPE Financing) and (b) the expected beneficial ownership of Holdings Common Shares immediately following consummation of the Business Combination and PIPE Financing, assuming alternatively (i) no redemptions of SPAC Public Shares, (ii) redemptions of SPAC Public Shares up to the minimum cash condition, resulting in 26,000,000 SPAC Public Shares being redeemed and (iii) maximum redemptions of SPAC Public Shares, resulting in 30,639,823 SPAC Public Shares being redeemed, in each case as further described in the subsection entitled "Unaudited Pro Forma Condensed Combined Financial Information," in each case, by:

- each person who is, or is expected to be, the beneficial owner of more than 5% of the outstanding shares of Holdings Common Shares A;
- each of SPAC's named executive officers and directors;
- each person who will become a named executive officer or director of Holdings post-Business Combination; and
- all current executive officers and directors of SPAC as a group pre-Business Combination, and all executive officers and directors of Holdings as a group post-Business Combination.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she, or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days.

The beneficial ownership of SPAC Ordinary Shares prior to the Business Combination and PIPE Financing is based on 43,125,000 SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares issued and outstanding in the aggregate as of September 24, 2021.

The expected beneficial ownership of Holdings Common Shares immediately following consummation of the Business Combination and PIPE Financing, assuming (x) none of the SPAC Public Shares are redeemed, is based on an aggregate of 155,343,285 shares of Holdings Common Shares A issued and outstanding, (y) 26,000,000 SPAC Public Shares have been redeemed, is based on an aggregate of 129,343,285 shares of Holdings Common Shares A issued and outstanding, and (z) assuming 30,639,823 SPAC Public Shares have been redeemed, is based on an aggregate of 124,703,462 shares of Holdings Common Shares A issued and outstanding.

All such scenarios (a) assume (i) that none of the Sponsor or the Swvl Shareholders purchase SPAC Class A Ordinary Shares in the open market, (ii) a Closing Date of , 2021, (iii) that there are no other issuances of equity interests of SPAC or Swvl, and (iv) the cash exercise of all Swvl Options and (b) do not take into account (i) Holdings Warrants that will remain outstanding following the Business Combination and may be exercised at a later date or (ii) the Earnout Shares.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all shares of Holdings Common Shares A beneficially owned by them.

Shares of Holdings Common Shares A that may be acquired by an individual or group within 60 days of , 2021, pursuant to the exercise of options or warrants, are deemed to be outstanding for the purpose of computing the percentage ownership of such individual or group, but are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person shown in the table.

Unless otherwise indicated, the address of each Swvl stockholder is c/o The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates.

			After the Business Combination					
	Prior to the Business Combination		Assuming no redemptions		Assuming redemptions to the minimum cash condition		Assuming maximum redemptions	
Beneficial Owner	**Shares**	**%**	**Shares**	**%**	**Shares**	**%**	**Shares**	**%**
Five Percent Holders of SPAC:								
Queen's Gambit Holdings LLC (2)	8,625,000	20.0						
Directors and Executive Officers of SPAC:								
Victoria Grace (2)	8,625,000	20.0						
Anastasia Nyrkovskaya								
Jennifer Barbetta								
Cheryl Martin, Ph.D.								
Jill Putman								
Jeannine Sargent								
Lone Fonss Schroder								
Elizabeth K. Weymouth								
All Directors and Executive Officers of SPAC as a Group (Eight Individuals)	8,625,000	20.0						
Five Percent Holders of Swvl:								
Entities affiliated with Memphis Equity Ltd.								
Entities affiliated with VNV (Cyprus) Limited								
Entities affiliated with DiGame Africa								
Directors and Named Executive Officers of Holdings After Consummation of the Business Combination								
Mostafa Kandil								
Youssef Salem								
Victoria Grace(2)								
Lone Fonss Schroder								
Esther Dyson								
All Directors and Executive Officers of Holdings as a Group (Ten Individuals)( )								

* Less than one percent.

(1) Interests shown consist solely of SPAC Class B Ordinary Shares.

(2) Queen's Gambit Holdings LLC is the record holder of the shares reported herein. Victoria Grace is the managing member of Queen's Gambit Holdings LLC.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

SPAC Related Party Transactions

SPAC Class B Ordinary Shares

On December 9, 2020, the Sponsor paid an aggregate of $25,000 for certain expenses on behalf of SPAC in exchange for issuance of 6,468,750 SPAC Class B Ordinary Shares. On January 13, 2020 and January 19, 2020, SPAC effected a share capitalization of 1,437,500 and 718,750 SPAC Class B Ordinary Shares, respectively, resulting in an aggregate of 8,625,000 SPAC Class B Ordinary Shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization. The holders of the SPAC Class B Ordinary Shares agreed to forfeit up to an aggregate of 1,125,000 SPAC Class B Ordinary Shares, on a pro rata basis, to the extent that the option to purchase additional units was not exercised in full by the underwriters, so that the SPAC Class B Ordinary Shares would represent 20% of SPAC's issued and outstanding shares after the Initial Public Offering. The over-allotment option was exercised in full on January 22, 2021; thus, these shares are no longer subject to forfeiture.

The holders of the SPAC Class B Ordinary Shares have agreed, subject to limited exceptions, not to transfer, assign or sell any of their SPAC Class B Ordinary Shares until the earlier to occur of: (a) one year after the completion of the Initial Business Combination and (b) subsequent to the Initial Business Combination, if (i) the last reported sale price of SPAC's Class A Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share sub-divisions, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the consummation of the Initial Business Combination, or (ii) the date on which SPAC completes a liquidation, merger, share exchange or other similar transaction that results in all of SPAC's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property.

SPAC Private Placement Warrants

Simultaneously with the closing of the Initial Public Offering, SPAC completed the Private Placement of 5,933,333 Private Placement warrants at a price of $1.50 per SPAC Private Placement Warrant in the Private Placement to the Sponsor, generating gross proceeds to SPAC of $8.9 million.

Each SPAC Private Placement Warrant is exercisable for one Class A Ordinary Share at an exercise price of $11.50 per share. A portion of the proceeds from the sale of the SPAC Private Placement Warrants was added to the proceeds from the Initial Public Offering to be held in the Trust Account. If SPAC does not complete an Initial Business Combination within the Combination Period, the SPAC Private Placement Warrants will expire and be worthless.

The SPAC Private Placement Warrants will be non-redeemable for cash and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Sponsor and SPAC's officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their SPAC Private Placement Warrants until 30 days after the completion of the Initial Business Combination.

Administrative Support Agreement

Pursuant to the Administrative Support Agreement between SPAC and the Sponsor, dated January 19, 2021, SPAC agreed to pay the Sponsor a total of $10,000 per month for office space, utilities, secretarial support and administrative services. Upon completion of the Initial Business Combination or SPAC's liquidation, the agreement will terminate. On June 21, 2021, SPAC entered into an amended letter agreement (the "Amended Administrative Support Agreement") with the Sponsor to confirm the agreement of SPAC and the Sponsor that, to the extent requested by SPAC, the Sponsor shall make available to SPAC certain office space, utilities and secretarial and administrative support as may be reasonably required by SPAC, and, upon the Sponsor's request

and provision of documentation evidencing the reasonable amounts incurred to provide such office space or support, SPAC shall reimburse the Sponsor for such amounts in cash, provided that such reimbursement shall not exceed $240,000 in the aggregate. As of June 30, 2021, SPAC has paid an aggregate of $0 for administrative support.

Related Party Loans and Advances

On December 9, 2020, the Sponsor agreed to loan SPAC up to $300,000 to be used for the payment of costs related to the Initial Public Offering pursuant to the Note. The Note was non-interest bearing, unsecured and due upon the closing of the Initial Public Offering. SPAC borrowed approximately $91,000 under the Note and repaid the Note in full on January 28, 2021.

In addition, in order to finance transaction costs in connection with an Initial Business Combination, the Sponsor and certain of SPAC's officers and directors or any of their respective affiliates may, but are not obligated to, provide SPAC Working Capital Loans. If SPAC completes an Initial Business Combination, SPAC would repay the Working Capital Loans out of the proceeds of the Trust Account released to SPAC. Otherwise, the Working Capital Loans would be repaid only out of funds held outside the Trust Account. In the event that an Initial Business Combination is not completed within the Combination Period, SPAC may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans, but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of an Initial Business Combination, without interest, or, at the lender's discretion, up to $1.5 million of such Working Capital Loans may be convertible into warrants of the post-combination company at a price of $1.50 per warrant. The warrants would be identical to the SPAC Private Placement Warrants. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of June 30, 2021, SPAC had no borrowings under the Working Capital Loans.

Registration Rights

In connection with the execution of the Business Combination Agreement, on July 28, 2021, Swvl, SPAC, Holdings, Sponsor and certain security holders of Swvl ("Reg Rights Holders") entered into the Registration Rights Agreement. Pursuant to the Registration Rights Agreement, within 20 business days after the consummation of the Company Merger, Holdings is required to (a) file with the SEC a registration statement (the "Resale Registration Statement") registering the resale of certain securities of Holdings held by the Reg Rights Holders and (b) use its reasonable best efforts to cause the Resale Registration Statement to become effective as soon as reasonably practicable after the filing thereof. Under the Registration Rights Agreement, the Reg Rights Holders may demand up to (i) three underwritten offerings and (ii) within any 12-month period, two block trades or "at-the-market" or similar registered offerings of their Registrable Securities through a broker or agent. The Reg Rights Holders will also be entitled to customary piggyback registration rights.

Sponsor Agreement

In connection with the execution of the Business Combination Agreement, on July 28, 2021, the Sponsor entered into the Sponsor Agreement with SPAC and Swvl, pursuant to which, among other things, the Sponsor agreed to (i) waive the anti-dilution rights set forth in the SPAC Articles with respect to SPAC Class B Ordinary Shares held by it, (ii) vote all the SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares held by it in favor of the adoption and approval of the Business Combination Agreement and the Business Combination, and, subject to certain other exceptions, (iii) not transfer the Holdings Common Shares A or Holdings Warrants (or Holdings Common Shares A underlying such warrants) until the earlier of (a) one year after the Closing or (b) (x) the first date on which the last sale price of the Holdings Common Shares A equals or exceeds $12.00 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing

(y) the date on which Holdings completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of Holdings' shareholders having the right to exchange their Holdings Common Shares A for cash, securities or other property subsequent to the Closing and (z) in the case of the Holdings Warrants (or Holdings Common Shares A underlying such warrants), until 30 days after the Closing.

SPAC Shareholder Support Agreements

In connection with the execution of the Business Combination Agreement, on July 28, 2021, the SPAC Key Shareholders delivered to Swvl the SPAC Shareholder Support Agreements, pursuant to which, among other things, such shareholders have agreed to vote any SPAC Class A Ordinary Shares held by them at the time of signing the SPAC Shareholder Support Agreements in favor of the adoption and approval of the Business Combination Agreement and the Transactions and not to redeem such SPAC shares.

PIPE Financing

In connection with the PIPE Financing, on July 28, 2021, the Concordium Foundation, a Swiss Foundation (Stiftung) and affiliate of Concordium AG, executed a Subscription Agreement agreeing to purchase 2,500 Holdings Common Shares A for $10.00 per share for an aggregate purchase price of $25,000. Lone Fonss Schroder, member of the SPAC Board and director nominee of the Holdings Board, currently serves as the Chief Executive Officer of Concordium AG.

Swvl

Salem Employment Agreement

On May 30, 2021, Swvl Global FZE entered into an employment agreement with Youssef Salem, pursuant to which, Mr. Salem serves as the chief financial officer of Swvl Global FZE, effective on or about September 1, 2021. Mr. Salem's employment agreement provides for, among other things, an unlimited term, annual base salary of AED1,020,000 per year, eligibility for grant of Swvl Options, relocation allowance and eligibility for end of service gratuity payment in connection with a termination other than for cause. Mr. Salem is subject to non-competition and non-solicitation covenants during his employment and for a period of one-year following termination of employment and confidentiality covenants during and following termination of his employment.

Kandil Employment Agreement

On July 28, 2021, Holdings and Swvl Global FZE entered into an employment agreement with Mostafa Kandil, pursuant to which, commencing upon the Company Merger Effective Time, Mr. Kandil will serve as Holdings' Chairman and Chief Executive Officer and Swvl Global FZE's manager. Mr. Kandil's employment agreement provides for, among other things, an annual base salary of $650,000 per year, an annual performance-based cash bonus in a targeted amount equal to 100% of his annual base salary, an initial grant of options to purchase Holdings Common Shares A with respect to Holdings Common Shares A with an aggregate financial accounting grant date fair value equal to $650,000 and a grant of restricted stock units with an aggregate value of $1,600,000 based on the closing price of Holdings Common Shares A on the grant date.

Mr. Kandil's employment agreement further provides that if Mr. Kandil's employment is terminated by the Company other than for cause, death or disability or, by Mr. Kandil for good reason (each as defined in Mr. Kandil's employment agreement), subject to Mr. Kandil's execution and non-revocation of a release of claims, Mr. Kandil will be entitled to receive (i) one times (and in the case of such qualifying termination within two years following a change in control, two times) the sum of his annual base salary and his annual bonus earned in respect of the fiscal year ending immediately prior to the effective termination date, (ii) payment of a pro rata portion of his annual bonus in respect of the fiscal year in which such termination or resignation occurs,

(iii) payment of any unpaid annual bonus earned for the year prior to the year of termination or resignation and (iv) full acceleration of the equity awards granted to him on connection with the commencement of his employment as summarized in the paragraph immediately above.

Mr. Kandil is subject to non-competition and non-solicitation covenants during his employment and for a period of one-year following termination of employment and non-disparagement and confidentiality covenants during and following termination of his employment.

Grant of Stock Options to Executive Officers

On July 8, 2019, Swvl granted Mostafa Kandil 552 Swvl Options with an exercise price of $0 per share. On September 1, 2021, Swvl granted Mr. Salem 250 Swvl Options with an exercise price of $1 per share. The Swvl Options underlying such grants are subject to the terms of the 2019 Plan as discussed in the section entitled "*Executive Compensation—2019 Share Option Plan*.

Partnership with Concordium

On August 11, 2021, Swvl and Concordium AG announced a strategic partnership to use blockchain technologies to develop mass transit solutions. Lone Fonss Schroder, member of the SPAC Board and director nominee of the Holdings Board, currently serves as the Chief Executive Officer of Concordium AG.

LEGAL MATTERS

The validity of Holdings Units and Holdings Common Shares and certain matters related to the assumption of the SPAC Warrants by Holdings shall be passed on by Maples, as counsel to Swvl with respect to certain legal matters as to Cayman and BVI law. The validity of Holdings Warrants under New York law shall be passed on by Cravath, Swaine & Moore LLP, as counsel to Swvl with respect to certain legal matters as to United States federal securities and New York State law. Vinson & Elkins L.L.P., as tax counsel for SPAC, has passed upon certain U.S. federal income tax consequences of the Business Combination for SPAC. Walkers has passed upon certain Cayman and BVI tax matters for SPAC.

EXPERTS

The consolidated financial statements of Swvl at December 31, 2020 and 2019, and for each of the two years in the period ended December 31, 2020, included in this proxy statement/prospectus, have been audited by Grant Thornton Audit and Accounting Limited (Dubai Branch), an independent registered public accounting firm, as set forth in their report appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in auditing and accounting.

The financial statements of SPAC as of December 31, 2020, and for the period from December 9, 2020 (inception) through December 31, 2020, appearing in this proxy statement/prospectus on Form F-4 have been audited by WithumSmith+Brown, PC, an independent registered public accounting firm, as stated in their report thereon and included in this proxy statement/prospectus, in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

HOUSEHOLDING INFORMATION

Unless SPAC has received contrary instructions, SPAC may send a single copy of this proxy statement/prospectus to any household at which two or more shareholders reside if it believes the shareholders are members of the same family. This process, known as “householding,” reduces the volume of duplicate information received at any one household and helps to reduce SPAC’s expenses. However, if shareholders prefer to receive multiple sets of SPAC’s disclosure documents at the same address this year, the shareholders should follow the instructions described below. Similarly, if an address is shared with another shareholder and together both of the shareholders would like to receive only a single set of SPAC’s disclosure documents, the shareholders should follow these instructions:

- if the shares are registered in the name of the shareholder, the shareholder should contact SPAC at its offices at 55 Hudson Yards, 44th Floor, New York, NY 10001 or its telephone number at (917) 907-4618 or send an email to info@queensgambitspac.com to inform SPAC of his or her request; or
- if a bank, broker, or other nominee holds the shares, the shareholder should contact the bank, broker, or other nominee directly.

FUTURE SHAREHOLDER MEETINGS

If the Business Combination is consummated, you will be entitled to attend and participate in Holdings’ annual meetings of shareholders. If Holdings holds a 2022 annual meeting of shareholders, it shall provide notice of or otherwise publicly disclose the date on which the 2022 annual meeting shall be held. As a foreign private issuer, Holdings will not be subject to the SEC’s proxy rules.

SERVICE OF PROCESS AND ENFORCEABILITY OF CIVIL LIABILITIES UNDER U.S. SECURITIES LAWS

Holdings is a British Virgin Islands company and substantially all of its assets and operations are located outside of the U.S. In addition, certain of Holdings' directors and officers reside outside the U.S. As a result, it may be difficult for you to effect service of process within the U.S. or elsewhere upon these persons. It may also be difficult for you to enforce in the jurisdictions in which Swvl operates or British Virgin Islands courts judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against Holdings and its officers and directors, certain of whom are not residents in the U.S. and the substantial majority of whose assets are located outside of the U.S. It may be difficult or impossible for you to bring an action against Holdings in the British Virgin Islands if you believe your rights under the U.S. securities laws have been infringed. In addition, there is uncertainty as to whether the courts of the British Virgin Islands or jurisdictions in which Swvl operates would recognize or enforce judgments of U.S. courts against Holdings or such persons predicated upon the civil liability provisions of the securities laws of the U.S. or any state and it is uncertain whether such British Virgin Islands or courts in jurisdictions in which Swvl operates would hear original actions brought in the British Virgin Islands or jurisdictions in which Swvl operates against Holdings or such persons predicated upon the securities laws of the U.S. or any state.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

Holdings has filed a Registration Statement on Form F-4 to register the issuance of securities described elsewhere in this proxy statement/prospectus. This proxy statement/prospectus is part of that Registration Statement on Form F-4. As a foreign private issuer, after the consummation of the Business Combination, Holdings shall be required to file its annual report on Form 20-F with the SEC no later than four months following its fiscal year end.

SPAC files reports, proxy statements, and other information with the SEC as required by the Exchange Act. You can read SPAC's SEC filings, including this proxy statement/prospectus, over the Internet at the SEC's website at *http://www.sec.gov*.

Swvl does not file any reports, proxy statements or other information with the SEC.

If you would like additional copies of this proxy statement/prospectus or if you have questions about the Business Combination or the Proposals to be presented at the SPAC Shareholders' Meeting, you should contact SPAC's proxy solicitation agent at the following address and telephone number:

Morrow Sodali LLC
470 West Avenue
Stamford, Connecticut 06902
Telephone: (800) 662-5200
(bank and brokers call collect at (203) 658-9400)
Email: GMBT.info@investor.morrowsodali.com

If you are a SPAC shareholder and would like to request documents, please do so by , 2021, in order to receive them before the SPAC Shareholders' Meeting. If you request any documents from SPAC, SPAC will mail them to you by first class mail, or another equally prompt means.

All information included in this proxy statement/prospectus relating to SPAC has been supplied by SPAC, and all such information relating to Swvl has been supplied by Swvl. Information provided by either SPAC or Swvl does not constitute any representation, estimate, or projection of any other party.

None of SPAC, Swvl or Holdings has authorized anyone to give any information or make any representation about the Business Combination or their companies that is different from, or in addition to, that included in this proxy statement/prospectus or in any of the materials that have been incorporated in this proxy statement/prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it. If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this proxy statement/prospectus or the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this proxy statement/prospectus does not extend to you. The information included in this proxy statement/prospectus speaks only as of the date of this proxy statement/prospectus unless the information specifically indicates that another date applies.

The information contained in this proxy statement/prospectus speaks only as of the date of this proxy statement/prospectus unless the information specifically indicates that another date applies.

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Queen's Gambit Growth Capital

Financial statements
For the year ended December 31, 2020

Swvl Inc. and its subsidiaries

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of
Queen's Gambit Growth Capital

Opinion on the Financial Statements

We have audited the accompanying balance sheet of Queen's Gambit Growth Capital (the "Company"), as of December 31, 2020, the related statement of operations, changes in shareholders' equity and cash flows for the period from December 9, 2020 (inception) through December 31, 2020 and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations and its cash flows for the period from December 9, 2020 (inception) through December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ WithumSmith+Brown, PC

We have served as the Company's auditor since 2020.

New York, New York

March 29, 2021

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
BALANCE SHEET
DECEMBER 31, 2020

Assets	
Deferred offering costs associated with initial public offering	$280,543
Total Assets	**$280,543**
Liabilities and Shareholders' Equity	
Current Liabilities:	
Accounts payable	$ 10,000
Accrued expenses	189,513
Note payable - related party	67,543
Total current and liabilities	267,056
Commitments and Contingencies	
Shareholders' Equity:	
Preference shares, $0.0001 par value; 5,000,000 shares authorized; none issued and outstanding	—
Class A ordinary shares, $0.0001 par value; 500,000,000 shares authorized; none issued and outstanding	—
Class B ordinary shares, $0.0001 par value; 50,000,000 shares authorized; 8,625,000 shares issued and outstanding (1)(2)	863
Additional paid-in capital	24,137
Accumulated deficit	(11,513)
Total shareholders' equity	13,847
Total Liabilities and Shareholders' Equity	**$280,543**

(1) This number includes up to 1,125,000 Class B ordinary shares subject to forfeiture if the over-allotment option was not exercised in full or in part by the underwriters. On January 22, 2021, the over-allotment option was fully exercised, thus, these Class B ordinary shares are no longer subject to forfeiture (see Note 4).

(2) On January 13, 2020 and January 19, 2020, the Company effected a share capitalization of 1,437,500 and 718,750 Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization (see Note 4 and Note 7).

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
STATEMENT OF OPERATIONS
FOR THE PERIOD FROM DECEMBER 9, 2020 (INCEPTION) THROUGH DECEMBER 31, 2020

General and administrative expenses	$ 11,513
Net loss	$ 11,513
Weighted average Class B ordinary shares outstanding, basic and diluted(1)(2)	7,500,000
Basic and diluted net loss per ordinary share	$ (0.00)

(1) This number excludes an aggregate of up to 1,125,000 Class B ordinary shares subject to forfeiture if the over-allotment option was not exercised in full or in part by the underwriters. On January 22, 2021, the over-allotment option was fully exercised, thus, these Class B ordinary shares are no longer subject to forfeiture (see Note 4).

(2) On January 13, 2020 and January 19, 2020, the Company effected a share capitalization of 1,437,500 and 718,750 Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization (see Note 4 and Note 7).

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE PERIOD FROM DECEMBER 9, 2020 (INCEPTION) THROUGH DECEMBER 31, 2020

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Shareholders' Equity
	Class A		Class B				
	Shares	Amount	Shares	Amount			
Balance - December 9, 2020 (inception)	—	$ —	—	$ —	$ —	$ —	$ —
Issuance of Class B ordinary shares to Sponsor (1)(2)	—	—	8,625,000	863	24,137	—	25,000
Net loss	—	—	—	—	—	(11,513)	(11,513)
Balance - December 31, 2020	**—**	**$ —**	**8,625,000**	**$ 863**	**$ 24,137**	**$ (11,513)**	**$ 13,487**

(1) This number includes up to 1,125,000 Class B ordinary shares subject to forfeiture if the over-allotment option was not exercised in full or in part by the underwriters. On January 22, 2021, the over-allotment option was fully exercised, thus, these Class B ordinary shares are no longer subject to forfeiture (see Note 4).

(2) On January 13, 2020 and January 19, 2020, the Company effected a share capitalization of 1,437,500 and 718,750 Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization (see Note 4 and Note 7).

The accompanying notes are an integral part of these financial statements.

QUEEN'S GAMBIT GROWTH CAPITAL
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM DECEMBER 9, 2020 (INCEPTION) THROUGH DECEMBER 31, 2020

Cash Flows from Operating Activities:	
Net loss	$ (11,513)
Changes in operating assets and liabilities:	
Accrued expenses	11,513
Net cash used in operating activities	—
Net change in cash	—
Cash – beginning of the period	—
Cash – ending of the period	$ —
Supplemental disclosure of non-cash investing and financing activities:	
Deferred offering costs included in accrued expenses	$178,000
Deferred offering costs paid in exchange for issuance of Class B ordinary shares to Sponsor	$ 25,000
Offering costs included in accounts payable	$ 10,000
Offering costs paid by related party under promissory note	$ 67,543

The accompanying notes are an integral part of these financial statements.

Note 1—Description of Organization, Business Operations and Basis of Presentation

Queen's Gambit Growth Capital (the "Company") was incorporated as a Cayman Islands exempted company on December 9, 2020. The Company was formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses (the "Business Combination"). The Company is an emerging growth company and, as such, the Company is subject to all of the risks associated with emerging growth companies.

As of December 31, 2020, the Company had not commenced any operations. All activity for the period from December 9, 2020 (inception) through December 31, 2020 relates to the Company's formation and the initial public offering (the "Initial Public Offering") described below. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company has selected December 31 as its fiscal year end.

The Company's sponsor is Queen's Gambit Holdings LLC, a Delaware limited liability company (the "Sponsor"). The registration statement for the Company's Initial Public Offering was declared effective on January 19, 2021. On January 22, 2021, the Company consummated its Initial Public Offering of 34,500,000 units (the "Units" and, with respect to the Class A ordinary shares included in the Units being offered, the "Public Shares"), including 4,500,000 additional Units to cover over-allotments (the "Over-Allotment Units"), at $10.00 per Unit, generating gross proceeds of $345.0 million, and incurring offering costs of approximately $16.2 million, of which approximately $10.0 million was for deferred underwriting commissions (Note 5).

Simultaneously with the closing of the Initial Public Offering, the Company consummated the private placement ("Private Placement") of 5,933,333 warrants (each, a "Private Placement Warrant" and collectively, the "Private Placement Warrants"), at a price of $1.50 per Private Placement Warrant with the Sponsor, generating gross proceeds of $8.9 million (Note 4).

Upon the closing of the Initial Public Offering and the Private Placement, $345.0 million ($10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement were placed in a trust account ("Trust Account"), located in the United States, with Continental Stock Transfer & Trust Company acting as trustee, and will be invested only in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended (the "Investment Company Act") having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act that invest only in direct U.S. government treasury obligations, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account as described below.

The Company's management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of Private Placement Warrants, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. There is no assurance that the Company will be able to complete a Business Combination successfully. The Company must complete one or more initial Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act.

The Company will provide the holders of its Public Shares (the "Public Shareholders"), with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a shareholder meeting called to approve the Business Combination or (ii) by means of a tender

offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion.

The Public Shareholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then in the Trust Account (initially anticipated to be $10.00 per Public Share). The per-share amount to be distributed to Public Shareholders who redeem their Public Shares will not be reduced by the deferred underwriting commissions the Company will pay to the underwriters (as discussed in Note 5). These Public Shares will be classified as temporary equity upon the completion of the Initial Public Offering in accordance with the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least $5,000,001 and the approval of an ordinary resolution. If a shareholder vote is not required by law and the Company does not decide to hold a shareholder vote for business or other legal reasons, the Company will, pursuant to its Amended and Restated Memorandum and Articles of Association (the "Amended and Restated Memorandum and Articles of Association"), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (the "SEC") and file tender offer documents with the SEC prior to completing a Business Combination. If, however, shareholder approval of the transactions is required by law, or the Company decides to obtain shareholder approval for business or legal reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each Public Shareholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed transaction. If the Company seeks shareholder approval in connection with a Business Combination, the Initial Shareholders (as defined below) agreed to vote their Founder Shares (as defined below in Note 4) and any Public Shares purchased during or after the Initial Public Offering in favor of a Business Combination. Subsequent to the consummation of the Initial Public Offering, the Company will adopt an insider trading policy which will require insiders to: (i) refrain from purchasing shares during certain blackout periods and when they are in possession of any material non-public information and (ii) to clear all trades with the Company's legal counsel prior to execution. In addition, the Initial Shareholders agreed to waive their redemption rights with respect to their Founder Shares and Public Shares in connection with the completion of a Business Combination.

Notwithstanding the foregoing, the Amended and Restated Memorandum and Articles of Association will provide that a Public Shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), will be restricted from redeeming its shares with respect to more than an aggregate of 20% or more of the Class A ordinary shares sold in the Initial Public Offering, without the prior consent of the Company.

The Company's Sponsor, officers and directors (the "Initial Shareholders") agreed not to propose an amendment to the Amended and Restated Memorandum and Articles of Association (i) that would modify the substance or timing of the Company's obligation to allow redemption in connection with the initial Business Combination or to redeem 100% of its Public Shares if the Company does not complete a Business Combination within 24 months from the closing of the Initial Public Offering, or January 22, 2023, (the "Combination Period") or (ii) with respect to any other provision relating to shareholders' rights or pre-initial Business Combination activity, unless the Company provides the Public Shareholders with the opportunity to redeem their Class A ordinary shares in conjunction with any such amendment.

If the Company is unable to complete a Business Combination within the Combination Period, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest will be net of taxes payable and up to $100,000 of interest to pay dissolution expenses), divided by the number of then issued and outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any) and (iii) as promptly as

reasonably possible following such redemption, subject to the approval of the remaining shareholders and the board of directors, liquidate and dissolve, subject, in the case of clauses (ii) and (iii), to the Company's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

The Initial Shareholders agreed to waive their liquidation rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the Combination Period. However, if the Initial Shareholders or members of the Company's management team acquire Public Shares in or after the Initial Public Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period. The underwriters agreed to waive their rights to its deferred underwriting commission (see Note 5) held in the Trust Account in the event the Company does not complete a Business Combination within in the Combination Period and, in such event, such amounts will be included with the other funds held in the Trust Account that will be available to fund the redemption of the Public Shares. In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution (including Trust Account assets) will be only $10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor agreed to be liable to the Company if and to the extent any claims by a vendor for services rendered or products sold to the Company, or a prospective target business with which the Company has discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account. This liability will not apply with respect to any claims by a third party who executed a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account or to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers (except for the Company's independent registered accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

Basis of Presentation

The accompanying financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the SEC.

Emerging Growth Company

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with

the requirements that apply to non-emerging growth companies but any such an election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

This may make comparison of the Company's financial statements with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Liquidity

As of December 31, 2020, the Company had no cash, and a working capital deficit of approximately $267,000.

The Company's liquidity needs to date have been satisfied through a payment of $25,000 from Sponsor to cover certain offering expenses on behalf of the Company in exchange for the issuance of the Founder Shares, a loan of approximately $68,000 through December 31, 2020 and approximately $91,000 in total prior to the Initial Public Offering from the Sponsor pursuant to the Note (see Note 4), and subsequent to the Initial Public Offering, the proceeds of approximately $3.2 million from the consummation of the Private Placement not held in the Trust

Account. The Company repaid the Note in full on January 28, 2021. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, provide the Company Working Capital Loans (see Note 4). As of December 31, 2020, there were no amounts outstanding under any Working Capital Loan.

Based on the foregoing, management believes that the Company will have sufficient working capital and borrowing capacity from the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors to meet its needs through the earlier of the consummation of a Business Combination or one year from this filing. Over this time period, the Company will be using these funds for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

Note 2—Summary of Significant Accounting Policies

Use of Estimates

The preparation of these financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates.

Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under the FASB ASC Topic 820, "Fair Value Measurements", approximates the carrying amounts represented in the balance sheet, primarily due to their short-term nature.

Deferred Offering Costs Associated with the Initial Public Offering

The Company complies with the requirements of FASB ASC Topic 340-10-S99-1. Deferred offering costs consisted of legal, accounting, and other costs incurred that were directly related to the Initial Public Offering and along with underwriting fees that were charged to shareholders' equity upon the completion of the Initial Public Offering on January 22, 2021. As of December 31, 2020, the Company incurred approximately $281,000 of deferred offering costs.

Net Loss Per Ordinary Share

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." Net loss per ordinary share is computed by dividing net loss by the weighted average number of ordinary shares outstanding during the period. At December 31, 2020, the Company did not have any dilutive securities and other contracts that could, potentially, be exercised or converted into ordinary shares and then share in the earnings of the Company. As a result, diluted loss per ordinary share is the same as basic loss per ordinary share for the period presented.

Income Taxes

FASB ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of December 31, 2020. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties as of December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

There is currently no taxation imposed on income by the Government of the Cayman Islands. In accordance with Cayman Islands income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

Recent Accounting Pronouncements

The Company's management does not believe that any recently issued, but not yet effective, accounting standards if currently adopted would have a material effect on the accompanying financial statements.

Note 3—Initial Public Offering

On January 22, 2021, the Company consummated its Initial Public Offering of 34,500,000 Units, including 4,500,000 Over-Allotment Units, at $10.00 per Unit, generating gross proceeds of $345.0 million, and incurring offering costs of approximately $16.2 million, of which approximately $10.0 million was for deferred underwriting commissions. Affiliates of Agility Public Warehousing Company K.S.C.P. ("Agility"), related parties, and Luxor Capital Group, LP ("Luxor") purchased 5,940,000 Units offered in the Initial Public Offering ("Affiliated Units").

Each Unit consists of one Class A ordinary share, par value $0.0001 per share and one-third of one redeemable warrant (each, a "Public Warrant"). Each whole Public Warrant entitles the holder to purchase one Class A ordinary share at a price of $11.50 per share, subject to adjustment (see Note 6).

Note 4—Related Party Transactions

Founder Shares

On December 9, 2020, the Sponsor paid $25,000, or approximately $0.004 per share, to cover certain offering expenses on behalf of the Company in exchange for the issuance of 6,468,750 Class B ordinary shares, par value $0.0001 (the "Founder Shares"). On January 13, 2021 and January 19, 2021, the Company effected a share capitalization of 1,437,500 and 718,750 Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization. Up to 1,125,000 Founder Shares were subject to forfeiture to the extent that the over-allotment option was not exercised in full by the underwriters, so that the Founder Shares would represent 20.0% of the Company's issued and outstanding shares after the Initial Public Offering. On January 22, 2021, the underwriters fully exercised the over-allotment option; thus, these 1,125,000 Founder Shares were no longer subject to forfeiture.

The Initial Shareholders agreed, subject to limited exceptions, not to transfer, assign or sell any of their Founder Shares until the earlier to occur of: (i) one year after the completion of the initial Business Combination or (ii) the date following the completion of the initial Business Combination on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders having the right to exchange their ordinary shares for cash, securities or other property. Notwithstanding the foregoing, if the closing price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, the Founder Shares will be released from the lockup.

Private Placement Warrants

Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 5,933,333 Private Placement Warrants, at a price of $1.50 per Private Placement Warrant with the Sponsor, generating gross proceeds of $8.9 million.

Each whole Private Placement Warrant is exercisable for one whole Class A ordinary share at a price of $11.50 per share. A portion of the proceeds from the Private Placement Warrants was added to the proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the Private Placement Warrants will expire worthless. The Private Placement Warrants will be non-redeemable and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Initial Shareholders agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Warrants until 30 days after the completion of the initial Business Combination.

Sponsor Loan

On December 9, 2020, the Sponsor agreed to loan the Company up to $300,000 to cover expenses related to the Initial Public Offering pursuant to a promissory note (the "Note"). This loan was non-interest bearing and due upon the completion of the Initial Public Offering. As of January 22, 2021, the Company borrowed approximately $91,000 under the Note. The Company repaid the Note in full on January 28, 2021.

Working Capital Loans

In order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). If the Company completes a Business

Combination, the Company would repay the Working Capital Loans. In the event that a Business Combination does not close, the Company may use a portion of the proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of a Business Combination, without interest, or, at the lender's discretion, up to $1.5 million of such Working Capital Loans may be convertible into Private Placement Warrants at a price of $1.50 per warrant. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of December 31, 2020, the Company had no borrowings under the Working Capital Loans.

Administrative Support Agreement

Commencing on the date the Company's securities were first listed on the NASDAQ, the Company agreed to pay the Sponsor a total of $10,000 per month for office space, secretarial and administrative services provided to the Company. Upon completion of the initial Business Combination or the Company's liquidation, the Company will cease paying these monthly fees.

Note 5—Commitments & Contingencies

Registration and Shareholder Rights

The holders of Founder Shares, Private Placement Warrants and securities that may be issued upon conversion of Working Capital Loans, if any, are entitled to registration rights pursuant to a registration rights agreement.

These holders were entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, these holders will have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

Underwriting Agreement

The Company granted the underwriters a 45-day option from the final prospectus relating to the Initial Public Offering to purchase up to 4,500,000 Over-Allotment Units, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On January 22, 2021, the underwriters fully exercised its over-allotment option.

The underwriters did not receive any underwriting discounts or commissions on the Affiliated Units. With respect to the remaining Units offered in the Initial Public Offering, the underwriters were entitled to an underwriting discount of $0.20 per unit, or $5.7 million in the aggregate, paid upon the closing of the Initial Public Offering. In addition, $0.35 per unit, or approximately $10.0 million in the aggregate will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

Risks and Uncertainties

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 6—Shareholders' Equity

Preference Shares—The Company is authorized to issue 5,000,000 preference shares with a par value of $0.0001 per share, with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of December 31, 2020, there were no preference shares issued or outstanding.

Class A Ordinary Shares—The Company is authorized to issue 500,000,000 Class A ordinary shares with a par value of $0.0001 per share. As of December 31, 2020, there were no Class A ordinary shares issued or outstanding.

Class B Ordinary Shares—The Company is authorized to issue 50,000,000 Class B ordinary shares with a par value of $0.0001 per share. Holders are entitled to one vote for each Class B ordinary share. As of December 31, 2020, there were 8,625,000 Class B ordinary shares issued and outstanding, which reflects the share capitalizations as discussed in Note 4 and Note 7. Of the 8,625,000 Class B ordinary shares issued and outstanding, up to 1,125,000 shares were subject to forfeiture to the Company for no consideration to the extent that the underwriters' over-allotment option was not exercised in full or in part, so that the Initial Shareholders would collectively own approximately 20% of the Company's issued and outstanding ordinary shares after the Initial Public Offering (see Note 4). On January 22, 2021, the underwriters fully exercised the over-allotment option; thus, these 1,125,000 Class B ordinary shares were no longer subject to forfeiture.

Holders of the Class A ordinary shares and holders of the Class B ordinary shares will vote together as a single class on all matters submitted to a vote of the Company's shareholders, except as required by law or stock exchange rule; provided that only holders of the Class B ordinary shares have the right to vote on the election of the Company's directors prior to the initial Business Combination.

The Class B ordinary shares will automatically convert into Class A ordinary shares at the time of the initial Business Combination on a one-for-one basis (as adjusted). In the case that additional Class A ordinary shares or equity-linked securities are issued or deemed issued in connection with the initial Business Combination, the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, 20% of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to any redemptions of Class A ordinary shares by Public Shareholders), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Warrants issued to the Sponsor, officers or directors upon conversion of Working Capital Loans; provided that such conversion of Founder Shares will never occur on a less than one-for-one basis.

Warrants—As of December 31, 2020, there were no warrants issued or outstanding. The Public Warrants will become exercisable at $11.50 per share on the later of (a) 30 days after the completion of a Business Combination or (b) 12 months from the closing of the Initial Public Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the warrants and a current prospectus relating to them is available (or the Company permits holders to exercise their warrants on a cashless basis and such cashless exercise is exempt from registration under the Securities Act). The Company agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial Business Combination, the Company will use commercially reasonable efforts to file with the SEC and have an effective registration statement covering the Class A ordinary shares issuable upon exercise of the warrants and to maintain a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th business day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain

an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption. Notwithstanding the above, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company so elects, it will not be required to file or maintain in effect a registration statement, and in the event the Company does not so elect, it will use commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

The warrants will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation.

The exercise price and number of ordinary shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a share dividend, or recapitalization, reorganization, merger or consolidation. In addition, if (x) the Company issues additional Class A ordinary shares or equity-linked securities for capital-raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than $9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the Initial Shareholders or their affiliates, without taking into account any Founder Shares held by the Initial Shareholders or such affiliates, as applicable, prior to such issuance) (the "Newly Issued Price"), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, plus interest thereon, available for the funding of the initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume-weighted average trading price of the Class A ordinary shares during the 10-trading day period starting on the trading day prior to the day on which the Company consummates the initial Business Combination (such price, the "Market Value") is below $9.20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the $18.00 per share redemption trigger price described below will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price, and the $10.00 per share redemption trigger price described below will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except that the Private Placement Warrants and the ordinary shares issuable upon exercise of the Private Placement Warrants, so long as they are held by the Sponsor or its permitted transferees, (i) will not be redeemable by the Company, (ii) may not (including the Class A ordinary shares issuable upon exercise of these warrants), subject to certain limited exceptions, be transferred, assigned or sold by the holders until 30 days after the completion of the initial Business Combination, (iii) may be exercised by the holders on a cashless basis and (iv) will be entitled to registration rights. If the Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants.

Once the warrants become exercisable, the Company may call the Public Warrants for redemption (except with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of $0.01 per warrant;
- upon a minimum of 30 days' prior written notice of redemption; and
- if, and only if, the last reported sale price (the "closing price") of the Class A ordinary shares equals or exceeds $18.00 per share (as adjusted) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders.

In addition, once the warrants become exercisable, the Company may call the warrants for redemption:

- in whole and not in part;
- at $0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of Class A ordinary shares to be determined by reference to an agreed table based on the redemption date and the "fair market value" of the Class A ordinary shares;
- if, and only if, the last reported sale price of the Class A ordinary shares equals or exceeds $10.00 per share (as adjusted) on the trading day before the Company sends the notice of redemption to the warrant holders; and

The "fair market value" of the Class A ordinary shares for the above purpose will mean the volume-weighted average price of the Class A ordinary shares during the ten trading days immediately following the date on which the notice of redemption is sent to the holders of warrants. In no event will the warrants be exercisable in connection with this redemption feature for more than 0.361 Class A ordinary shares per warrant (subject to adjustment).

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement. Additionally, in no event will the Company be required to net cash settle any Warrants. If the Company is unable to complete the initial Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

Note 7. Subsequent Events

On January 13, 2020 and January 19, 2020, the Company effected a share capitalization of 1,437,500 and 718,750 Class B ordinary shares, respectively, resulting in an aggregate of 8,625,000 Class B ordinary shares outstanding. All shares and associated amounts have been retroactively restated to reflect the share capitalization.

The Company repaid the Note in full on January 28, 2021 (Note 5).

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the financial statement was issued. Based upon this review, the Company did not identify any subsequent events, except as noted above in Note 1, 3, 4, 5 and 6, that would have required adjustment or disclosure in the financial statement.

To the Board of Directors and Shareholders
Swvl, Inc.

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Opinion on the financial statements

We have audited the accompanying consolidated financial position of Swvl Inc. (the "Parent Company") and its subsidiaries (together the "Group") as of December 31, 2020 and 2019, the related consolidated statement of comprehensive income, consolidated statement of changes in equity and the consolidated statement of cash flows for each of the two years in the year ended December 31, 2020, and the related notes to the consolidated financial statements (collectively referred to as the "consolidated financial statements").

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in accordance with International Financial Reporting Standards (IFRS), as issued by International Accounting Standards Board.

Basis for opinion

These consolidated financial statements are the responsibility of the Group's management. Our responsibility is to express an opinion on the Group's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Group in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Group is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such

Basis for opinion (continued)

procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Grant Thornton Audit and Accounting Limited (Dubai Branch)

We have served as the Group's auditor since 2020

Dubai, United Arab Emirates
September 24, 2021

Swvl Inc. and its subsidiaries

Consolidated statement of financial position

	Note	At 31 December 2020 USD	At 31 December 2019 USD	At 1 January 2019 USD
ASSETS				
Non-current assets				
Property and equipment	6	509,789	420,407	52,051
Right-of-use assets	14.1	863,645	1,110,486	65,130
Deferred tax assets	24.2	9,913,707	6,758,003	1,379,451
		11,287,141	**8,288,896**	**1,496,632**
Current assets				
Trade and other receivables	7	2,860,116	1,825,036	1,484,874
Prepaid expenses and other current assets	8	224,670	163,912	—
Advances to shareholders	26	36,091	—	—
Cash and cash equivalents	9	10,348,732	15,332,928	8,516,854
		13,469,609	**17,321,876**	**10,001,728**
Total assets		**24,756,750**	**25,610,772**	**11,498,360**
EQUITY AND LIABILITIES				
EQUITY				
Share capital	10	88,881,717	62,504,145	15,951,758
Employee share scheme reserve	11	3,318,292	489,297	55,953
Foreign currency translation reserve	12	860,374	1,168,808	14,183
Accumulated losses		(74,650,123)	(44,924,921)	(9,665,520)
Total equity		**18,410,260**	**19,237,329**	**6,356,374**
LIABILITIES				
Non-current liabilities				
Provision for employees' end of service benefits		164,511	—	—
Lease liabilities	14.2	625,864	776,186	38,427
		790,375	**776,186**	**38,427**
Current liabilities				
Accounts payable, accruals and other payables	13	3,938,603	4,182,560	4,487,984
Current tax liabilities		1,314,793	1,043,574	588,872
Lease liabilities	14.2	302,719	371,123	26,703
		5,556,115	**5,597,257**	**5,103,559**
Total liabilities		**6,346,490**	**6,373,443**	**5,141,986**
Total equity and liabilities		**24,756,750**	**25,610,772**	**11,498,360**

The accompanying notes from page F-8 to F-54 are an integral part of these consolidated financial statements.

Swvl Inc. and its subsidiaries

Consolidated statement of comprehensive income

	Note	For the year ended 31 December 2020 USD	2019 USD
Revenue	16	17,312,286	12,351,546
Cost of sales	17	(26,413,704)	(33,783,534)
Gross loss		**(9,101,418)**	**(21,431,988)**
General and administrative expenses	18	(18,583,735)	(10,757,537)
Selling and marketing costs	19	(4,727,415)	(8,347,644)
Provision for expected credit losses	7	(728,856)	(325,708)
Other expenses	21	(245,428)	(61,300)
Operating loss		**(33,386,852)**	**(40,924,177)**
Finance income	22	589,750	356,861
Finance cost	23	(83,804)	(70,637)
Loss for the year before tax		**(32,880,906)**	**(40,637,953)**
Tax	24	3,155,704	5,378,552
Loss for the year		**(29,725,202)**	**(35,259,401)**
Basic loss per share	*25*	*(538)*	*(809)*
Diluted loss per share	*25*	*(538)*	*(809)*
Other comprehensive income			
Items that may be reclassified subsequently to profit or loss:			
Exchange differences on translation of foreign operations		(308,434)	1,154,625
Total comprehensive loss for the year		**(30,033,636)**	**(34,104,776)**

The accompanying notes from page F-8 to F-54 are an integral part of these consolidated financial statements.

Swvl Inc. and its subsidiaries

Consolidated statement of changes in equity

	Note	Share capital USD	Employee share scheme reserve USD	Foreign currency translation reserve USD	Accumulated losses USD	Total equity USD
As at 1 January 2019		**15,951,758**	**55,953**	**14,183**	**(9,665,520)**	**6,356,374**
Total comprehensive loss for the year						
Loss for the year		—	—	—	(35,259,401)	(35,259,401)
Other comprehensive income for the year		—	—	1,154,625	—	1,154,625
		—	—	**1,154,625**	**(35,259,401)**	**(34,104,776)**
Issuance of shares	10	47,052,387	—	—	—	47,052,387
Cancelation of shares	10	(500,000)	—	—	—	(500,000)
Employee share scheme reserve	11	—	433,344	—	—	433,344
As at 31 December 2019		**62,504,145**	**489,297**	**1,168,808**	**(44,924,921)**	**19,237,329**
As at 1 January 2020		**62,504,145**	**489,297**	**1,168,808**	**(44,924,921)**	**19,237,329**
Total comprehensive loss for the year						
Loss for the year		—	—	—	(29,725,202)	(29,725,202)
Other comprehensive income for the year		—	—	(308,434)	—	(308,434)
		—	—	**(308,434)**	**(29,725,202)**	**(30,033,636)**
Issuance of shares	10	26,377,572	—	—	—	26,377,572
Employee share scheme	11	—	2,828,995	—	—	2,828,995
As at 31 December 2020		**88,881,717**	**3,318,292**	**860,374**	**(74,650,123)**	**18,410,260**

The accompanying notes from page F-8 to F-54 are an integral part of these consolidated financial statements.

Swvl Inc. and its subsidiaries

Consolidated statement of cash flows

	Note	For the year ended 31 December 2020 USD	2019 USD
Loss for the year before tax		(32,880,906)	(40,637,953)
Adjustments for:			
Depreciation of property and equipment	6	123,603	20,276
Depreciation of right-of-use assets	14	363,809	232,791
Provision for expected credit losses	7	728,856	325,708
Provision for employees' end of service benefits		164,511	—
Employee share-based payments charges	11	2,828,995	433,344
		(28,671,132)	**(39,625,834)**
Changes in working capital:			
Trade and other receivables		(1,791,335)	(837,746)
Prepaid expenses and other current assets		(60,758)	(163,912)
Accounts payable, accruals and other payables		(257,751)	186,070
Current tax liabilities		271,219	454,702
Advances to shareholders		(36,091)	—
Net cash outflow from operating activities		**(30,545,848)**	**(39,986,720)**
Cash flows from an investing activity			
Purchase of property and equipment	6	(212,985)	(388,632)
Net cash outflow from an investing activity		**(212,985)**	**(388,632)**
Cash flows from financing activities			
Increase in share capital	10	26,377,572	47,052,387
Cancellation of shares	10	—	(500,000)
Finance lease liabilities paid, net of accretion		(335,694)	(195,968)
Net cash inflow from financing activities		**26,041,878**	**46,356,419**
Net (decrease)/ increase in cash and cash equivalents		(4,716,955)	5,981,067
Cash and cash equivalents at the beginning of the year		15,332,928	8,516,854
Effects of exchange rate changes on cash and cash equivalents		(267,241)	835,007
Cash and cash equivalents at the end of the year	9	**10,348,732**	**15,332,928**

Non-cash financing and investing activities:

Acquisition of right-of-use assets – Note 14.1

Shares issued to employees under the Employee Share Scheme – Note 11

The accompanying notes from page F-8 to F-54 are an integral part of these consolidated financial statements.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019

1 Establishment and operations

Swvl Inc. (the "Parent Company") is a business company limited by shares incorporated under the laws of the British Virgin Islands and registered on 17 May 2017. The registered office of the Company is at P.O. Box 173, Kingston Chambers, Road Town, Tortola, the British Virgin Islands.

The consolidated financial statements as at 31 December 2020 consist of the Parent Company and its subsidiaries (together referred to as the "Group"). The Group's principal head office is located in The Offices 4, One Central, Dubai World Trade Centre, Street 1, Dubai, United Arab Emirates.

The Group operates multimodal transportation networks in Egypt, Pakistan and Kenya that offer access to transportation options through the Group's platform and mobile-based application. The Group operates a technology platform that uses a widespread transportation network in Egypt, Pakistan, and Kenya. The Group uses leading technology, operational excellence and product expertise to operate transportation services on predetermined routes. The Group develops and operates proprietary technology applications supporting a variety of offerings on its platform ("platform(s)" or "Platform(s)"). The Group provides transportation services through contracting with other service providers (or transportation operators). Riders are collectively referred to as "end-user(s)" or "consumer(s)". The drivers are referred to as "captain(s)."

1.1 Consolidated subsidiaries

The below mentioned subsidiaries are either legally and/or beneficially owned and/or controlled by the Parent Company as it is exposed to, or has right to, variable returns from its involvement with the subsidiaries and has the ability to affect those returns through its power over the subsidiaries. In certain cases, the Group is required to have a resident as one of the shareholders besides the Parent Company to comply with local laws and regulations. However, in such cases, the Group continues to remain the economic beneficiary of the shareholding held by such resident shareholder and therefore is said to have "beneficial ownership" of such non-controlling interests.

Company name	Country of incorporation	Legal ownership % 31-Dec-20	31-Dec-19	1-Jan-19	Principal business activities
Swvl for Smart Transport Applications and Services LLC	Egypt	99.80%	99.80%	99.80%	
Swvl Technologies (Pakistan) Ltd.	Pakistan	99.99%	99.99%	N/A	Providing a technology platform to enable passenger transportation.
Swvl NBO Limited *(i)*	Kenya	100%	100%	N/A	
Swvl Technologies Ltd.— Kenya	Kenya	100%	N/A	N/A	
Swvl Technologies FZE *(ii)*	UAE	—	N/A	N/A	
Swvl Global FZE *(ii)*	UAE	—	—	N/A	Headquarters and management activities

(i) The Parent Company's subsidiary Swvl NBO Limited transferred its business including operations, certain assets and liabilities to another subsidiary of the Parent Company, Swvl Technologies Limited (Kenya) on 1 December 2020. Management intends to retain Kenya based operations under Swvl Technologies Limited (Kenya) and liquidate Swvl NBO Limited.

(ii) The Parent Company's subsidiaries Swvl Global FZE and Swvl Technologies FZE were legally owned by one of the Group's shareholders, and the legal ownership of both subsidiaries has been subsequently transferred to the Parent Company during 2021, whereas Swvl Global FZE is 100% owned by the Parent

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

1 Establishment and operations (continued)

1.1 Consolidated subsidiaries (continued)

Company, and Swvl Technologies FZE is 100% owned by Swvl Global FZE. In 2020 and 2019, these subsidiaries have been consolidated based on the beneficial ownership and effective control.

1.2 Subsequent expansions

Subsequent to the year ended 31 December 2020, the Group has expanded its operations to the Kingdom of Saudi Arabia and Jordan.

On 19 August 2021, the Group signed a definitive Share Purchase Agreement ("SPA") to acquire a controlling interest of 55% in Shotl Transportation, S.L. ("Shotl"), a mass transit platform that partners with municipalities and corporations to provide on-demand bus and van services across Europe, Latin America and Asia-Pacific. The total value of the purchase is approximately USD 4.6 million as further detailed in Note 30.2. The transaction is subject to the finalisation of agreement requirements and applicable SPA clauses.

2 Summary of significant accounting policies

The principal accounting policies applied by the Group in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Basis of preparation

These consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards (IFRSs) as issued by the International Accounting Standards Board (IASB). They have been prepared under the historical cost convention except for share-based payments which are measured at fair value with reference to the equity instruments issued. Income and expenses have been accounted for using the accrual basis.

2.2 Going concern

Management of the Group ("Management") has assessed the going concern assumptions of the Group during the preparation of these consolidated financial statements which includes considerations of the impact of Covid-19. The Group had net losses of USD 29,725,202 for the year ended 31 December 2020 (USD 35,259,401 for the year ended 31 December 2019), accumulated losses of USD 74,650,123 as at 31 December 2020 (USD 44,924,921 as at 31 December 2019), and negative operating cash flows of USD 30,545,848 for the year ended 31 December 2020 (USD 39,986,720 for the year ended 31 December 2019). Notwithstanding these results, Management believes there are no events or conditions that give rise to doubt the ability of the Group to continue as a going concern for a period of twelve months after the preparation of the consolidated financial statements. The assessment includes knowledge of the Group's subsequent financial position, the estimated economic outlook and identified risks and uncertainties in relation thereto. Furthermore, the review of the strategic plan and budget, including expected developments in liquidity and capital from definitive agreements entered into (Notes 30.1 and 30.3), were considered. Consequently, it has been concluded that adequate resources and liquidity to meet the cash flow requirements for the next twelve months are present, and it is reasonable to apply the going concern basis as the underlying assumption for the consolidated financial statements.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.3 Covid-19

The onset of the Covid-19 pandemic during the first quarter of 2020 and the lockdowns introduced by governments across the Group's markets have had an impact on the Group's business. After initial disruption, the overall business performance started showing signs of recovery from the third quarter of 2020. The economic uncertainty caused by the Covid-19 pandemic and the extent to which the Covid-19 pandemic will continue to impact the Group's business, operations and financial results, including the duration and magnitude of such effects, will depend on numerous unpredictable factors.

Management has considered the effects of Covid-19 lockdowns along with other related events and conditions, and they have not hampered the Group's ability to expand its scale of operations. While certain sectors were negatively impacted, the Group has received further investment during the financial year ended 31 December 2020 from the issuance of Class D-1 shares, and has further raised investment subsequent to the year end from the definitive agreements it has entered into (Note 30.1 and 30.3). Management have determined that Covid-19 does not create conditions that cast significant doubt upon the Group's ability to continue as a going concern. Accordingly, the consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts, the amounts and classification of liabilities, or any other adjustments that might result in the event the Group is unable to continue as a going concern.

2.4 Statement of compliance

These are the Group's first consolidated financial statements prepared in accordance with IFRSs implying application of IFRS 1 "First-time adoption of International Financial Reporting Standards". In preparing these consolidated financial statements, the Group's opening statement of financial position was prepared as at 1 January 2019, the Group's date of transition to IFRS.

The preparation of the consolidated financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the accounting policies. The areas involving a higher degree of complexity, or areas where judgements, assumptions and estimates are significant to the consolidated financial statements are disclosed in Note 4.

2.5 Initial application of a standard, amendment or an interpretation to existing standards

i) New standards, amendments to published approved accounting and reporting standards and interpretations which are effective during the year:

Certain new or amended standards are applicable for the current reporting period ended 31 December 2020. The consolidated financial statements are the Group's first set of financial statements prepared in accordance with IFRS. The Group has applied the following standards and amendments for the first time for their annual reporting period commencing 1 January 2019:

- IFRS 16 'Leases'
- Prepayment Features with Negative Compensation – Amendments to IFRS 9 'Financial Instruments'
- Annual Improvements to IFRS Standards 2015 – 2017
- Cycle Plan Amendment, Curtailment or Settlement – Amendments to IAS 19 'Employee Benefits'
- Interpretation 23 Uncertainty over Income Tax Treatments

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.5 Initial application of a standard, amendment or an interpretation to existing standards (continued)

i) New standards, amendments to published approved accounting and reporting standards and interpretations which are effective during the year: (continued)

- Definition of Material – amendments to IAS 1 and IAS 8
- Definition of a Business – amendments to IFRS 3
- Interest Rate Benchmark Reform – amendments to IFRS 9, IAS 39 and IFRS 7
- Revised Conceptual Framework for Financial Reporting

ii) Standards, amendments to published standards and interpretations that are not yet effective and have not been early adopted by the Group

Certain new accounting standards and interpretations as detailed below, have been published that are not yet effective for reporting periods beginning on or after 1 January 2020 and have not been early adopted by the Group. The Group intends to adopt the below standards, if applicable, when they become effective (the effective date for the below standards is annual periods beginning on or after 1 January 2022).

- Annual improvements—IFRS 1-‘First-time Adoption of IFRS’
- Amendments to IFRS 3—‘Business combinations’
- Annual improvements—IFRS 9-‘Financial instruments’
- Annual improvements—IFRS 16-‘Leases’
- Amendments to IAS 1—‘Presentation of financial statements’ on classification of liabilities
- Amendments to IAS 16—‘Property, plant and equipment’
- Amendments to IAS 37 ‘Provisions, contingent liabilities and contingent assets’

2.6 Basis of consolidation

i) Subsidiaries

The consolidated financial statements comprise the financial statements of the Parent Company and its subsidiaries. A subsidiary is an entity over which the Group has control. Control is achieved when the Group is exposed or has rights to variable returns from its involvement in the entity and has the ability to affect those returns through its powers over the entity.

Specifically, the Group controls an entity if and only if the Group has:

- power, over the entity (i.e. existing rights that give it the current ability to direct the relevant activities of the entity);
- exposure, or rights, to variable returns from its involvement with the entity; and
- the ability to use its powers over the entity to affect its returns.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases. Financial statements of the subsidiaries are prepared for the same reporting year as the Group.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.6 Basis of consolidation (continued)

ii) Transactions eliminated on consolidation

Inter-company transactions, balances, income and expenses on transactions between Group companies are eliminated. Profits and losses resulting from inter-company transactions that are recognised in assets are also eliminated. Consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances.

2.7 Foreign currencies

i) Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The functional currencies of the entities in Egypt, Kenya, Pakistan and the United Arab Emirates are the Egyptian Pound, Pakistani Rupee, Kenyan Shilling, and United Arab Emirates Dirham respectively.

Subsidiaries determine their own functional currency and items included in the financial statements of these companies are measured using that functional currency. These consolidated financial statements are presented in USD which is the Group's presentation currency. All financial information presented in USD has been rounded to the nearest dollar, except when otherwise indicated.

ii) Foreign currency transactions

Transactions in foreign currencies are translated into the respective functional currency of Group entities at the spot exchange rates at the date of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated into the functional currency at the spot exchange rate at that date.

Non-monetary assets and liabilities that are measured at fair value in a foreign currency are translated into the functional currency at the spot exchange rate at the date on which the fair value is determined. Non-monetary items that are measured based on historical cost in a foreign currency are translated using the spot exchange rate at the date of the transaction. Foreign currency differences arising on translation are generally recognised in the consolidated statement of comprehensive income, except for investment securities designated at fair value through other comprehensive income, where the exchange translation is recognised in the consolidated statement of comprehensive income.

iii) Foreign operations

The assets and liabilities of foreign operations are translated to USD at exchange rates at the reporting date. The income and expenses of foreign operations are translated to USD at exchange rates at the dates of the transactions or an appropriate average rate. Equity elements are translated at the date of the transaction and not retranslated in subsequent periods.

Foreign currency differences are recognised in other comprehensive income and presented in the foreign currency translation reserve ('foreign exchange reserve') in equity.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.8 Property and equipment

Recognition and measurement

Items of property and equipment are stated at cost less accumulated depreciation and accumulated impairment losses, if any. Capital work in progress is stated at cost and subsequently transferred to assets when it is available for use. Cost of an item of property and equipment comprises its acquisition cost including borrowing costs and all directly attributable costs of bringing the asset to working conditions for its intended use. Such costs include the cost of replacing part of the plant and equipment when that cost is incurred, if the recognition criteria are met. Repair and maintenance costs are recognised in the consolidated statement of comprehensive income (within profit and loss) as incurred. Depreciation is computed using the straight-line method based on the estimated useful lives of assets as follows:

	Years
Furniture, fittings and equipment	3–5
Leasehold improvements	5

The assets' residual values and useful lives are reviewed and adjusted, if appropriate, at each financial year end to determine whether there is an indication of impairment. If any such indicator exists, an impairment loss is recognised in the consolidated statement of comprehensive income (within profit and loss). For the purpose of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (cash generating units).

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount, as detailed in the impairment section of this note below.

An item of property and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the consolidated statement of comprehensive income (within profit and loss) in the year the asset is derecognised.

Subsequent costs

The cost of replacing part of an item of property or equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably. The costs of the day-to-day servicing of property and equipment are recognised in the consolidated statement of comprehensive income as incurred. Subsequently, any gains or losses on disposal of assets are recognised in the consolidated statement of comprehensive income.

Impairment

The carrying values of property and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying values may not be recoverable. If such indications exist and where the carrying values exceed the estimated recoverable amounts, the assets are written down to the recoverable amounts.

Reversal of impairment is affected in the case of indications of a change in recoverable amount and is recognised in comprehensive income, however, is restricted to the net book value of the asset had there been no impairment.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.9 Intangible assets

Internally generated software development costs

The Group invests a substantial cost in development of its software and enhancement of its product platforms. Expenditure on research activities is recognised in the consolidated statement of comprehensive income as incurred. The costs associated with the development of new or substantially improved products or modules are capitalized when the following criteria are met:

- Technical feasibility to complete the development;
- Management intent and ability to complete the product and use or sell it;
- The likelihood of success is probable;
- Availability of technical and financial resources to complete the development phase;
- Costs can be reliably measured; and
- Probable future economic benefits can be demonstrated.

The technical feasibility of the Group's internally developed software or modules is not proven until significant development risks are resolved by testing working models and pre-launch versions. The software or modules, by then, are ready to be deployed in a live environment. Therefore, software development costs meeting the capitalization criteria are insignificant and have been charged to the consolidated statement of comprehensive income as incurred. However, the Group continues to assess these costs for capitalization eligibility on an ongoing basis at a project level.

2.10 Financial instruments

2.10.1 Financial assets

The financial assets consists of the following:

i) Cash and cash equivalents; and

ii) Trade and other receivables—the Group's customers include individuals (Regular and Travel) and corporate customers (TaaS)

- Regular—individual riders (not corporate customers) on intracity routes;
- Travel—individual riders (not corporate customers) on intercity routes; and
- Transport as a Service ('TaaS')—customised transport services to corporate customers

Individual customers—the individual customer pays for the transportation services through the end-users' authorised payment method (i.e. either through cash or through the application). When payment is made through the application (i.e. through the credit/debit card configured by the end-user in the application or through third party electronic payment solutions) and the fare charge has not yet been settled with third party payment processors, this causes a negative balance to appear in the customer wallet which is a receivable for the Group. There is a maximum limit to the customer wallet exclusively defined for each territory. The customer is required to settle the amount before booking further riders through the Group's platform; and

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.10 Financial instruments (continued)

2.10.1 Financial assets (continued)

Corporate customers—the corporate customers are billed on a monthly basis. In cases where the transactions have been completed and the amounts owed by the corporate customers have either been invoiced or are unbilled as of the reporting date, these are recognised as trade receivables by the Group.

Classification

The Group classifies its financial assets, which consists of cash and cash equivalents and trade and other receivables and to be measured at amortised cost.

The classification is driven on the Group's business model for managing the financial assets where the financial assets are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. Management determines the classification of its investment at initial recognition.

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at Fair Value Through Profit or Loss (FVTPL):

- the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- the contractual terms of the financial asset give rise to cash flows on specified date that are solely payments of principal and interest on the principal amount outstanding.

Recognition and measurement

i) Trade and other receivables

Trade and other receivables are recognised initially at the amount of consideration that is unconditional unless they contain significant financing components, in which case they are recognised at fair value. The Group holds the trade and other receivables with the objective to collect contractual cash flows and, therefore, measures them subsequently at amortised cost using effective interest method subject to credit loss impairment.

ii) Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash held in current and savings accounts, deposits held at call with financial institutions, and other short-term and highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Derecognition of financial assets

The Group derecognises financial assets when the contractual right to the cash flows from the financial assets expires, or when it transfers the rights to receive the contractual cash flows on the financial assets in a transaction in which substantially all the risk and rewards of the ownership of the financial assets are transferred or in which

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.10 Financial instruments (continued)

2.10.1 Financial assets (continued)

Derecognition of financial assets (continued)

the Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Impairment of financial assets

The Group has two types of financial assets that are subject to IFRS 9's Expected Credit Loss ("ECL") provisioning model:

- trade and other receivables; and
- cash and cash equivalents

i) Trade and other receivables

For trade and other receivables, the Group has applied the standard's simplified approach and has calculated ECLs based on lifetime expected credit losses. The Group calculates the ECL based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the customer and the economic environment.

The default definition determined by the Group in accordance with IFRS 9 is as follows:

- Corporate customers - the Group considers a corporate customer to be in default when it is overdue for more than 180 days for Egypt and for more than 90 days for Pakistan, Kenya and UAE; and
- Individual customers – the Group considers an individual customer to be in default when it is overdue for more than 90 days.

The amount of the provision is charged to the consolidated statement of comprehensive income. Trade and other receivables considered irrecoverable are written-off.

ii) Cash and cash equivalents

Cash and cash equivalents are subject to ECL allowance in accordance with IFRS 9. As the cash and cash equivalents are held in banks with high credit rating, the ECL is estimated to be immaterial.

2.10.2 Financial liabilities

Recognition and measurement – Accounts payable, accruals other payables

Accounts payable, accruals other payables consist of amounts payable to captains or operators and other vendors, accrued expenses, advance from riders and taxes payable.

Accounts payable, accruals other payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method. These are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liability.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.10 Financial instruments (continued)

2.10.2 Financial liabilities (continued)

Derecognition of financial liability

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled, or expired.

2.10.3 Offsetting financial instruments

Financial assets and financial liabilities are offset and the net amount presented in the consolidated statement of financial position when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

Income and expenses are presented on a net basis only when permitted by the accounting standards, or for gains and losses arising from a group of similar transactions.

2.11 Fair value

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- in the principal market for the asset or liability; or
- in the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible to the Group. The fair value of an asset or liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

In addition, for financial reporting purposes, fair value measurements are categorised into Level 1, 2 or 3 based on the degree to which the inputs to the fair value measurement are observable and the significance of the inputs to the fair value measurement in its entirety, which are described as follows:

Level 1: quoted market price (unadjusted) in an active market for identical assets or liabilities that the entity can access at the measurement date.

Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability; either directly or indirectly.

Level 3: inputs that are unobservable inputs for the asset or liability.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.12 Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash held in current and savings accounts, deposits held at call with financial institutions, and other short-term and highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

2.13 Share capital

Ordinary shares

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity.

Preferred shares

Preferred shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity. Preferred shares have similar rights to ordinary shares, in addition to rights of conversion into ordinary shares at a certain conversion ratio at any time, liquidation preferences, and the right to participate in non-liquidation asset distribution events.

2.14 Employees' end of service benefits

The Group provides end of service benefits to its employees in the United Arab Emirates as required by the UAE Labour Law. The entitlement to these benefits is based upon the employees' final salary and length of service, subject to the completion of a minimum service period. The expected costs of these benefits are accrued over the period of employment. Management considers these as long-term obligations and, accordingly, this obligation has been classified as a non-current liability. At each reporting date, Management assesses the impact of accounting for the provision at present value under IAS 19 'Employee benefits' while considering forward-looking factors such as the employees' expected salary increases and expected length of future service. Management has determined that the difference between accounting for the provision for employees' end of service benefits in accordance with UAE Labour Law compared to IAS 19 to be immaterial to the Group's consolidated financial statements.

2.15 Defined contribution plans

In Kenya, the Group has a defined contribution plan as required by relevant local laws.

The Group contributes to Kenya's National Social Security Fund. This is a defined contribution scheme registered under the National Social Security Fund Act. The Group's obligation under the scheme is limited to specific contributions legislated from time to time, per month per employee. The Group's contributions are charged to the consolidated statement of comprehensive income in the year to which they relate. The Group has no further obligation once the contributions have been paid.

2.16 Leases

The Group adopted IFRS 16 using the simplified modified approach with an effective date as of the beginning of the fiscal year, 1 January 2019. Under the simplified modified transition approach, the Group records lease

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.16 Leases (continued)

liabilities and right-of-use assets as at 1 January 2019. Lease liabilities are calculated as the discounted value of remaining minimum lease payments as of 1 January 2019.

Right-of-use assets recorded as at 1 January 2019 is equal to the lease liabilities determined as at 1 January 2019 adjusted for any initial direct costs, prepaid lease expense and lease incentives received by the Group.

The Group leases office spaces in multiple locations. In applying IFRS 16 for the first time, the Group has used the following practical expedients permitted by the standard:

- applying a single discount rate to a portfolio of leases with reasonably similar characteristics;
- accounting for operating leases with a remaining lease term of less than 12 months as at 1 January 2019 as short-term leases;
- excluding initial direct costs for the measurement of the right-of-use asset at the date of initial application; and
- using hindsight in determining the lease term where the contract contains options to extend or terminate the lease.

Group as a lessee

i) Identifying a lease

At inception of a contract, the Group assesses whether a contract is, or contains a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

To assess whether a contract conveys the right to control the use of an identified asset, the Group assesses whether:

- The contract involves the use of an identified asset;
- The Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and/or
- The Group has the right to direct the use of the asset.

In assessing whether a lessee is reasonably certain to exercise an option to extend a lease, or not to exercise an option to terminate a lease, the Group considers all relevant facts and circumstances that create an economic incentive for the lessee to exercise the option to extend the lease, or not to exercise the option to terminate the lease. The Group revises the lease term if there is a change in the non-cancellable period of a lease.

For determination of the lease term, the Group reassesses whether it is reasonably certain to exercise an extension option, or not to exercise a termination option, upon the occurrence of either a significant event or a significant change in circumstances that:

- is within the control of the Group; and

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.16 Leases (continued)

Group as a lessee (continued)

i) Identifying a lease (continued)

- affects whether the Group is reasonably certain to exercise an option not previously included in its determination of the lease term, or not to exercise an option previously included in its determination of the lease term.

For a contract that contains a lease component and one or more additional lease or non-lease components, the Group can allocate the consideration in the contract to each lease component on the basis of the relative stand-alone price of the lease component and the aggregate stand-alone price of the non-lease component, where applicable. For existing office rental contracts in multiple locations, the Group does not opt to segregate the lease and non-lease component as such non-lease components are inseparable in the contract and are insignificant in comparison to the overall lease payment.

At the commencement date, the Group recognises a right-of-use asset and a lease liability presented separately on the consolidated statement of financial position.

ii) Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities to short term leases that have a lease of 12 months or less and leases of low-value assets when new. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

iii) Right-of-use assets

The Group’s right-of-use assets include rental of office space across different locations of operation in Egypt, Kenya, Pakistan, and United Arab Emirates.

The right-of-use asset is initially recognised at cost comprising of:

- the amount of the initial measurement of the lease liability;
- any lease payments made at or before the commencement date, less any lease incentives received;
- any initial direct costs incurred by the Group; and
- an estimate of costs to be incurred by the Group in dismantling and removing the underlying asset, restoring the site on which it is located or restoring the underlying asset to the condition required by the terms and conditions of the lease. These costs are recognised as part of the cost of the right-of-use asset when the Group incurs an obligation for these costs. The obligation for these costs is incurred either at the commencement date or as a consequence of having used the underlying asset during a particular period.

After initial recognition, the Group amortises the right-of-use asset over the term of the lease. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re-measurements of the lease liability.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.16 Leases (continued)

Group as a lessee (continued)

iv) Lease liability

The lease liability is initially recognised at the present value of the lease payments that are not paid at the commencement date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Group uses its incremental borrowing rate, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security, and conditions. The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased. After initial recognition, the lease liability is measured by (a) increasing the carrying amount to reflect interest on the lease liability; (b) reducing the carrying amount to reflect the lease payments made; and (c) remeasuring the carrying amount to reflect any reassessment or lease modifications or to reflect revised in-substance fixed lease payments.

Where, (a) there is a change in the lease term as a result of the reassessment of certainty to exercise an option, or not to exercise a termination option as discussed above; or (b) there is a change in the assessment of an option to purchase the underlying asset, assessed considering the events and circumstances in the context of a purchase option, the Group remeasures the lease liabilities to reflect changes to lease payments by discounting the revised lease payments using a revised discount rate. The Group determines the revised discount rate as the interest rate implicit in the lease for the remainder of the lease term, if that rate can be readily determined, or its incremental borrowing rate at the date of reassessment, if the interest rate implicit in the lease cannot be readily determined. Where, (a) there is a change in the amounts expected to be payable under a residual value guarantee; or (b) there is a change in future lease payments resulting from a change in an index or a rate used to determine those payments, including a change to reflect changes in market rental rates following a market rent review, the Group remeasures the lease liabilities by discounting the revised lease payments using an unchanged discount rate, unless the change in lease payments results from a change in floating interest rates. In such cases, the Group uses a revised discount rate that reflects changes in the interest rate.

The Group recognises the amount of the re-measurement of the lease liability as an adjustment to the right-of-use asset. Where the carrying amount of the right-of-use asset is reduced to zero and there is a further reduction in the measurement of the lease liability, the Group recognises any remaining amount of the re-measurement in the consolidated statement of comprehensive income (within profit and loss).

The Group exercises the exemptions available to apply a portfolio approach to their leases when assessing application of the discount rate and lease term.

The Group accounts for a lease modification as a separate lease if both:

- the modification increases the scope of the lease by adding the right to use one or more underlying assets; and
- the consideration for the lease increases by an amount commensurate with the stand-alone price for the increase in scope and any appropriate adjustments to that stand-alone price to reflect the circumstances of the particular contract.

2 Summary of significant accounting policies (continued)

2.17 Provisions

Provisions are recognised when the Group has a legal or constructive obligation as a result of past events, and it is probable that outflow of economic benefits will be required to settle the obligation and a reliable estimate of the amount can be made. Provisions are reviewed at each reporting date and adjusted to reflect the current best estimate.

Provisions are measured at the present value of the expenditure expected to be required to settle the obligation at the end of the reporting period, using a rate that reflects current market assessments of the time value of money and the risks specific to the obligation.

2.18 Share-based payments

Employees (including senior executives) of the Group receive remuneration in the form of share-based payments, whereby employees render services as consideration for equity instruments i.e. equity-settled transactions. The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model, further details of which are given in Note 11.

That cost is recognised in employee benefits expense, together with a corresponding increase in equity (employee share scheme reserve), over the period in which the service and, where applicable, the performance conditions are fulfilled (the vesting period). The cumulative expense recognised for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The expense or credit in the consolidated statement of comprehensive income for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

The Group has issued share-based payment awards, for which "grant date" is not achieved, due to the absence of a formal approval of the terms and conditions of the grant that reflect the intent of this long-term incentive scheme. The services provided by the employees prior to the grant date counts towards the vesting period of the awards. Therefore, the cost of awards is recognised in advance of the grant date, over the period services are rendered by the employees, by estimating the fair value of the equity instruments at the end of each reporting period. The grant date will be achieved subsequently, as the formal terms and conditions (which were finalised by the Board of Directors of the Parent Company (the "Board of Directors") in July 2021) are communicated and clarified with the employees.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other conditions attached to an award, but without an associated service requirement, are non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expense of an award unless there are also service and/or performance conditions.

No expense is recognised for awards that do not ultimately vest because non-market performance and/or service conditions have not been met. Where awards include a market or non-vesting condition, the transactions are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service conditions are satisfied.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.18 Share-based payments (continued)

When the terms of an equity-settled award are modified, the minimum expense recognised is the grant date fair value of the unmodified award, provided the original vesting terms of the award are met. An additional expense, measured as at the date of modification, is recognised for any modification that increases the total fair value of the share-based payment transaction, or is otherwise beneficial to the employee. Where an award is cancelled by the entity or by the counterparty, any remaining element of the fair value of the award is expensed immediately through comprehensive income.

The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings/(loss) per share.

2.19 Revenue recognition

The Group derives its revenue principally from end-users who use the Group's platform to access routes predetermined by the Group. Revenue for transport represents the gross amount of fees charged to the end user for these services. Costs incurred with captains for transportation are recorded in cost of sales.

The end-user contracts with the Group to utilize the Group's network of independent operators and individual captains to deliver the transportation services. The Group enters into contracts with the end-users that define the price for each ride and payment terms. The Group's acceptance of the ride request establishes enforceable rights and obligations for each contract. By accepting the end-user's ride request, the Group has responsibility for transportation of the end user from origin to destination. The Group enters into separate contracts with independent operators and is responsible for payment to the operator/individual captains regardless of the payment by the end user.

The Group operates their business under the following models:

- Regular—transportation services provided to individual riders (not corporate customers) on intracity routes;
- Travel—transportation services provided to individual riders (not corporate customers) on intercity routes; and
- Transport as a Service ('TaaS')—customised transport services to corporate customers where the corporate customer defines the authorised end users of the service and pre-agrees the pick-up and drop-off point(s) with the Group.

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the amount of revenue can be measured reliably. Revenue is measured at the fair value of the consideration received or receivable. The principle for revenue recognition is based on the five steps in accordance with IFRS 15 as follows:

- Identify the contract with the customer;
- Identifying the performance obligations in the contract;
- Determine the transaction price;
- Allocating the transaction price to the performance obligations in the contract; and
- Recognising revenue when (or as) the Group satisfies a performance obligation.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.19 Revenue recognition (continued)

Principal versus agent considerations

The Group evaluates the presentation of revenue on a gross versus net basis based on whether they control the service provided to the end-user and are the principal in the transaction (gross), or they arrange for other parties (operators and individual captains) to provide the service to the end-user and are the agent in the transaction (net).

The Group considers itself a principal for the transportation services because it controls the services provided to riders. The control over the services provided to riders is demonstrated through the following key considerations:

- The Group determines the routes on which the transportation services are operated which includes deciding on the pickup and drop off points;
- The Group reserves the right to assign the routes to the captains;
- The Group reserves the right to decide the fares and the captain does not have the right to amend the fare;
- The captains are entitled to a fixed fee irrespective of the ride fare collected on a particular route whereas the Group is entitled to the entire ride fare revenue. There is no cost-plus arrangement or revenue sharing arrangement with the captain or the operator;
- The Group has complete discretion over assigning the buses to the various business models;
- The Group is responsible for accepting or rejecting the ride request once placed on the platform. There is no involvement of the captain in this process;
- The credit risk is borne entirely by the Group. The Group pays the consideration due to the operators or captains irrespective of whether the rider has paid the ride fare.
- The riders associate the Group as a primary obligor in the arrangement as the identity of the captains is not disclosed to the end-users;
- The Group assumes responsibility for receiving and resolving the complaints registered by the end-users over the quality of the service;
- The Group defines the quality standards, provides training to the captains and inspects vehicles to ensure that service provided meet the expectations of end-users;
- The captain has no share in the cancellation fee paid by the end-users;
- Any tips paid by the end-user are not covered by the contractual arrangement of the service arrangement; and
- Any incentives and discounts given to the end-users are entirely determined by the Group.

Performance obligation and recognition of revenue

As the Group is acting as a principal in accordance with IFRS 15 (as discussed above), the Group considers the end-users to be its customers. The sole performance obligation of the Group is to provide transportation services to the end-users by integrating the use of the Swvl platform and a network of captains and buses registered on the platform. The end-users are charged for using transportation services (i.e. fare charges net off the discounts and

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.19 Revenue recognition (continued)

Performance obligation and recognition of revenue (continued)

incentives) and are given various incentives (discussed below). The Group recognises revenue when its performance obligation towards the end-users has been satisfied, i.e. when the ride is completed. It is at this point in time that the end-user becomes liable to transfer the due consideration to the Group.

End-user discounts and promotions

The Group offers discounts and promotions to end-users to encourage use of the transportation services provided by the Group. These are offered in various forms and include:

- Targeted discounts and promotions: these discounts and promotions are offered to specific end-users in a market to acquire, re-engage, or generally increase end-users' use of the platform. An example of a specific end-user discount is the discount given to a new user on the first ride booked using the Group's platform. The end-user does not provide the Group with a distinct good or service against these promotions and discounts; therefore the Group deducts the amount of these discounts from the transaction price while recognising revenue. Furthermore, as the discount is provided at the completion of the ride when the Group has satisfied the performance obligation and the rider pays for the ride, no liability in relation to the issued discount schemes (i.e. promotion codes) is recognised at the time of revenue recognition.
- Free credits: this is specific to the end-users using the Travel service (intercity routes) to encourage booking a two-way trip between the cities with Swvl. A credit is transferred to the end-users' wallet on the application after the completion of the first trip that the end-user can consume while paying for the return trip. As the Group provides the discount that is to be used in the future by the end-user, this is recognised as a liability until either it is redeemed by the end-user or the validity period of such credit lapses. However, this liability is not recognised when it is immaterial.
- Referrals—these referrals are earned when an existing end-user (the referring end-user) refers a new end-user (the referred end-user) to the platform and the new end-user books their first ride on the platform. These referrals are typically paid in the form of a credit given to the referring end-user. Therefore, as the existing end-user provides a distinct good or service against the end-user referral discounts, therefore, the existing end-user is deemed to provide growth and marketing services to the Group. As a result of this, the end-user referrals are recognised as selling and marketing costs.
- Market-wide promotions—these promotions are pricing actions in the form of discounts that reduce the end-user fare charged to end-users for all or substantially all rides in a specific market. Accordingly, the Group records the cost of these promotions as a reduction of revenue when the performance obligation is satisfied and revenue is recognised, i.e. when the ride is completed.

Sales refunds and waivers

The Group has a policy which entitles the end-users to register complaints regarding quality of service within a certain number of days. Once registered, the Group assesses the complaint and decides whether the end-users are entitled to a refund ("Sales waivers"). The Group defers a portion from the fare and recognises it as refund liability at the completion of every ride. Upon the conclusion of refund claims or when the time to register such complaints lapses, the refund liability is reversed against revenue or cash (or customer wallet). However, the refund liability is not recognised when it is immaterial. The riders are entitled to a full or partial refund upon the

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

2 Summary of significant accounting policies (continued)

2.19 Revenue recognition (continued)

Sales refunds and waivers (continued)

cancellation of trips (“Sales refunds”). These Sales refunds are accounted for as a reversal of revenue at the time of recognition.

2.20 Earnings/(loss) per share

Basic earnings/(loss) per share amounts are calculated by dividing the profit/(loss) of the Group by the weighted average number of ordinary shares in issue during the financial period.

Diluted earnings/(loss) per share adjusts the figures used in the determination of basic earnings / (loss) per share to take into account the after-income tax effect of interest and other financing costs associated with dilutive potential ordinary shares, and the weighted average number of additional ordinary shares that would have been outstanding assuming the conversion of all dilutive potential ordinary shares.

2.21 Taxes

Current income taxes

The Group provides for income taxes in accordance with IAS 12. As the Parent Company is incorporated in the British Virgin Islands, profits from operations of the Parent Company are not subject to taxation. However, certain subsidiaries of the Parent Company are based in taxable jurisdictions and are therefore liable for tax. Income tax on the profit or loss for the year comprises current and deferred tax on the profits of these subsidiaries. Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in countries where the Group operates and generates taxable income.

Management periodically evaluates the position taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretations and establishes provision where appropriate.

Deferred tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss; or
- temporary differences related to investments in subsidiaries to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future.

Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date. Deferred tax

2 Summary of significant accounting policies (continued)

2.21 Taxes (continued)

Deferred tax (continued)

assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis, or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

2.22 Segment reporting

Operating segments are defined as components of an entity for which separate financial information is available and that is regularly reviewed by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources to an individual segment and in assessing performance. The Group's Chief Executive Officer is the Group's CODM. The CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, the Group has determined that it operates as one operating segment.

3 Financial risk management objectives and policies

The Group's activities expose it to a variety of financial risks: market risk (including currency risk, interest rate risk and other price risk), credit risk and liquidity risk. Management reviews and agrees on policies for managing each of these risks which are summarised below:

a) Market risk

Market risk is the risk that changes in market prices such as foreign exchange rates, interest and equity prices will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

b) Interest rate risk

Interest rate risk is the risk that the Group's earnings will be affected as a result of fluctuations in the value of financial instruments due to changes in market interest rates. The Group does not have any borrowings which are exposed to interest rate risk**.** The Group has certain financial assets that generate interest income, however the Group is not exposed to material interest rate risk on these financial assets.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

3 Financial risk management objectives and policies (continued)

c) Currency risk

Currency risk is the risk that the value of a financial instrument will fluctuate because of changes in foreign exchange rates. The Group is not exposed in its transactions denominated in AED as it is pegged against USD. The Group's significant exposure by currency are as follows:

	Cash and cash equivalents	Trade and other receivables	Accounts payable, accruals and other payables	Total
	USD	USD	USD	USD
31 December 2020				
EGP	3,544,692	2,495,855	(2,863,323)	3,177,224
KES	376,829	43,586	(331,403)	89,012
PKR	342,662	317,346	(209,317)	450,691
	4,264,183	**2,856,787**	**(3,404,043)**	**3,716,927**
31 December 2019				
EGP	7,365,825	1,716,967	(2,108,558)	6,974,234
KES	197,496	69,889	(565,023)	(297,638)
PKR	340,072	38,180	(466,153)	(87,901)
	7,903,393	**1,825,036**	**(3,139,734)**	**6,588,695**
1 January 2019				
EGP	**1,249,832**	**1,484,874**	**(4,246,119)**	**(1,511,413)**

The following are exchange rates applied during the year in respect of currencies where the Group has significant exposures to currency risk:

	Spot rate			Average rate		
	At 31 December		At 1 January	At 31 December		At 1 January
	2020	2019	2019	2020	2019	2019
EGP	15.78	16.09	17.96	15.86	16.85	16.85
KES	109.27	101.44	101.93	106.57	102.11	102.11
PKR	159.83	154.85	138.90	161.90	149.90	149.90

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

3 Financial risk management objectives and policies (continued)

c) Currency risk (continued)

Sensitivity analysis

A 10% strengthening/(weakening) of the following currency against USD currency at 31 December would have increased/(decreased) financial instruments by USD equivalent amounts shown below:

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Strengthening			
EGP to USD	311,602	697,423	(151,141)
KES to USD	8,901	(29,764)	—
PKR to USD	45,069	(8,790)	—
Weakening			
EGP to USD	(311,602)	(697,423)	151,141
KES to USD	(8,901)	29,764	—
PKR to USD	(45,069)	8,790	—

d) Other price risk

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from currency risk or interest rate risk), whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market.

The Group is not exposed to price risk at reporting date as it has no financial instruments which are sensitive to market prices.

e) Credit risk

Credit risk is a risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group’s trade and other receivables and cash and cash equivalents held with banks.

The Groups’ exposure to credit risk is influenced mainly by the individual characteristics of each counterparty. However, Management also considers the factors that may influence the credit risk of its counterparties, including the default risk of the industry and the country in which counterparties operate.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

3 Financial risk management objectives and policies (continued)

e) Credit risk (continued)

The carrying value of the financial assets represents the maximum credit exposure, which is as follows:

Exposure to credit risk

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Cash at bank	10,348,732	15,332,928	8,516,854
Trade and other receivables			
-Corporate customers	2,596,637	1,628,105	1,484,874
-Individual customers	189,253	105,766	—
-Other receivables	74,226	91,165	—
Advances to shareholders	36,091	—	—
	13,244,939	**17,157,964**	**10,001,728**

(i) Expected credit losses on trade receivables

As at 31 December 2020

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	1,713,633	552,498	299,314	171,872	213,247	86,431	44,492	331,806	**3,413,293**
Loss rate	8.03%	15.16%	18.48%	21.85%	45.82%	53.20%	68.70%	98.91%	**23.93%**
Expected credit losses	137,603	83,752	55,305	37,546	97,716	45,984	30,567	328,183	**816,656**

As at 31 December 2019

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	1,213,367	169,297	118,650	193,895	26,826	87,824	73,307	26,418	**1,909,584**
Loss rate	4.00%	16.00%	21.00%	29.00%	39.00%	53.00%	69.00%	75.00%	**15.00%**
Expected credit losses	47,174	26,553	24,606	55,951	10,401	46,725	50,365	19,704	**281,479**

Totals of expected credit losses as a percentage of the exposure may not tie due to percentage rounding.

(ii) Expected credit losses on customer wallet receivables

As at 31 December 2020

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	—	—	85,259	—	35,753	24,514	28,009	275,741	**449,276**
Loss rate	—	—	—	—	22.50%	31.50%	45.00%	84.01%	**57.88%**
Expected credit losses	—	—	—	—	8,044	7,722	12,604	231,653	**260,023**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

3 Financial risk management objectives and policies (continued)

e) Credit risk (continued)

Exposure to credit risk (continued)

(ii) Expected credit losses on customer wallet receivables (continued)

As at 31 December 2019

Days outstanding	Current	0 – 30	31 – 60	61 – 90	91 – 120	121 – 150	151 – 180	180+	Total
Exposure at default	—	—	23,519	—	16,446	19,832	43,276	69,037	**172,110**
Loss rate	—	—	—	—	22.50%	31.50%	45.00%	53.48%	**38.55%**
Expected credit losses	—	—	—	—	3,700	6,247	19,474	36,923	**66,344**

Totals of expected credit losses as a percentage of the exposure may not tie due to percentage rounding.

Movement in the provision for expected credit losses in respect of trade and other receivables during the year were as follows:

	2020 USD	2019 USD
At 1 January	347,823	22,115
Provision made during the year, net	728,856	325,708
At 31 December	**1,076,679**	**347,823**

(iii) Expected credit losses on other financial assets

Credit risk is managed on a Group basis. For banks and financial institutions, only independently rated parties with a minimum rating of BB+' are accepted. The Group considers 'low credit risk' in relation to the bank balances as they have a low risk of default supported by high credit rating carried by a major credit rating agency. These financial institutions have a strong capacity to meet its contractual cash flow obligations in the near term.

f) Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting obligations associated with its financial liabilities. Liquidity requirements are monitored on a daily basis and management ensures that sufficient cash and cash equivalents are available to meet their commitments for liabilities as they fall due.

The Group's liquidity management involves projecting cash flows and considering the level of liquid assets necessary to meet these, monitoring liquidity ratios against internal and external regulatory requirements and maintaining debt financing plans.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

3 Financial risk management objectives and policies (continued)

f) Liquidity risk (continued)

The table below analyses the Group's financial liabilities into relevant maturity groupings based on the remaining period at the reporting date to contractual maturity dates excluding the impact of netting agreements. The amounts disclosed in the table below are the contractual undiscounted cash flows.

	Maturity up to one year USD	Maturity after one year USD	Total USD
31 December 2020			
Accounts payable, accruals and other payables	3,938,603	—	3,938,603
Lease liabilities	302,719	625,864	928,583
	4,241,322	**625,864**	**4,867,186**
31 December 2019			
Accounts payable, accruals and other payables	4,182,560	—	4,182,560
Lease liabilities	371,123	776,186	1,147,309
	4,553,683	**776,186**	**5,329,869**
1 January 2019			
Accounts payable, accruals and other payables	4,487,984	—	4,487,984
Lease liabilities	26,703	38,427	65,130
	4,514,687	**38,427**	**4,553,114**

g) Capital risk management

The Group's objective when managing capital is to safeguard the Group's ability to continue as a going concern in order to provide returns for shareholders and benefit for other stakeholders and to maintain an optimal capital structure to reduce the cost of capital. The Group manages its capital structure and makes adjustments to it in the light of changes in economic conditions. To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders or issue new shares. Management seeks to maintain a balance between higher returns and a sound capital position.

4 Critical accounting judgments and estimates

The preparation of the Group's consolidated financial statements in conformity with the above requirements requires Management to make certain critical accounting estimates and assumptions that affect the reported amounts of assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revision to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected. Uncertainty about these assumptions and estimates could result in outcomes that require a material

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

4 Critical accounting judgments and estimates (continued)

adjustment to the carrying amount of asset or liability affected in future periods. Such estimates and assumptions are as follows:

a) Leases

(i) Determination of lease term

IFRS 16 requires the Group to assess the lease term as the non-cancellable lease term in line with the lease contract together with the period for which the Group has extension options which the Group is reasonably certain to exercise and the periods for which the Group has termination options for which the Group is not reasonably certain to exercise those termination options. The Group assesses the options to extend or terminate their leases offices in multiple locations across Egypt, Kenya, Pakistan and United Arab Emirates. Management has not assessed the lease extension term where such clauses are required to be mutually agreed between the Group and the lessor. In cases where the lease extension is solely at the discretion of the Group as a lessee, Management is reasonably certain that such leases will not be renewed beyond the non-cancellable lease term and no extension options have been exercised.

(ii) Discount rate

The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Group, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security, and conditions.

b) Deferred tax asset

Deferred tax is recognised and provides for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax reflects the manner of recovery of underlying assets and is measured at the prevailing tax rates that are expected to be applied to the temporary differences when they reverse. A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which temporary differences can be utilized. Deferred tax assets are reviewed periodically and reduced to the extent that it is no longer probable that the related tax benefit will be realised. Deferred tax assets have been recognised by a certain subsidiary of the Group on their trading losses where utilisation is probable, given that there are probable future taxable profits to offset against these losses. The Group continuously reviews the recoverability of the deferred tax asset for any significant changes to these assumptions. The details of the deferred tax asset recognised on unused tax losses is disclosed in Note 24.2.

c) Share-based payments

The Group issued share-based payment awards to employees starting from May 2017. While there was a mutual understanding with the employees regarding the terms of the award, its formal approval was pending, and therefore "grant date" was not achieved. The grant date will be achieved on an "exit event" which includes "merger, consolidation, sale of assets, or other change in control of the Parent Company, or otherwise in accordance with the terms of the Option Rules and the Award agreement". However, the cost of awards is recognised in advance of the grant date, over the period services are rendered by the employees, by estimating

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

4 Critical accounting judgments and estimates (continued)

c) Share-based payments (continued)

the fair value of the equity instruments at the end of each reporting period to comply with the requirements of IFRS.

The award's terms include a condition that the employees would be eligible to exercise their vested options only on an exit event occurring. If an employee leaves the Group before the exit event, the employee could exercise options on a pro-rata basis (based on the length of time that the employee has served since the award was granted). The probability of an exit event occurring is a non-vesting condition and is included in the fair value of the awards, which charge is amortised over the period services are rendered by the employees.

d) ECL assumptions

The Group estimates the expected credit loss under the simplified approach using a provision matrix which applies the relevant loss rates to the outstanding trade receivable balances (i.e. an aged analysis). Different loss rates are determined depending on the number of days that the trade and other receivables are outstanding. Depending on the diversity of the end-user base, the Group uses appropriate groupings (known as customer segments) based on homogeneous risk characteristics.

The estimates mainly involve the following:

- *Determining appropriate customer segments*—Estimating the risk characteristics and concluding whether a group of customers will exhibit similar loss patterns in the future;
- *Appropriateness of historical loss rates*—Estimating whether the macroeconomic outlook for the prior periods is consistent with the current outlook or if any adjustment is needed;
- *Default definition*—Management defines its policy of what is considered as a default which is consistent with the internal credit risk management policy of the Group. The default definition includes the impact of qualitative factors wherever necessary; and
- *Forward-looking analysis*—Management assesses whether in the past, there has been a plausible relationship between the macroeconomic indicators and the historical loss patterns. In case there is a plausible relationship and a strong correlation, Management estimates the impact of the future economic outlook on the loss patterns based on forecasted statistics.

The Group uses a simplified approach which includes a provision matrix for large portfolio of customers which have similar risk characteristics (through 'determining appropriate customer segments' discussed above) to calculate expected credit losses (ECL) for trade receivables and other receivables based on the Group's historical observed default rates, derived from the number of days past due for various customer segments that have similar loss patterns. These historical observed default rates are then adjusted for forward-looking information through the forward looking analysis discussed above.

The assessment of the correlation between historical observed default rates, forecast economic conditions and resulting ECL is a significant estimate. The amount of ECL is sensitive to changes in circumstances and of forecast economic conditions. The Group's historical credit loss experience and forecast of economic conditions may also not be representative of the customer's actual default in the future.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

5 First time adoption of IFRS

For all years up to and including the year ended 31 December 2020, the Group had not prepared its consolidated financial statements. As noted in Note 2, these consolidated financial statements are the Group's first consolidated financial statements and are prepared in accordance with IFRS.

Accordingly, the Group has prepared its consolidated financial statements in compliance with applicable IFRS as at 31 December 2020, together with the comparative period as at 31 December 2019 and 1 January 2019, date of first time adoption of IFRS. In preparing these consolidated financial statements, the Group's opening statement of financial position was prepared as at 1 January 2019, the Group's date of transition to IFRS.

Certain optional exemptions have been availed by the Group in preparing these consolidated financial statements in accordance with IFRS 1 from full retrospective application of IFRS as follows:

- The Group has elected to apply the "optional exemptions" under IFRS 16 to measure the lease liability and right of use asset as at 1 January 2019 using the simplified modified approach. The Group has further elected to:
  - apply a single discount rate to a portfolio of leases with reasonably similar characteristics; and
  - apply the short term and low value leases exemption as applicable to their leases.
- The Group has elected to apply the "optional exemption" under IAS 21 to set the cumulative translation differences to zero on the transition date.

6 Property and equipment

	Furniture, fittings and equipment USD	Leasehold improvements USD	Total USD
Cost			
At 1 January 2019	25,827	31,877	57,704
Additions	285,355	103,277	388,632
Disposals	—	—	—
At 31 December 2019	**311,182**	**135,154**	**446,336**
Additions	192,976	20,009	212,985
Disposals	—	—	—
At 31 December 2020	**504,158**	**155,163**	**659,321**
Accumulated depreciation			
At 1 January 2019	2,235	3,418	5,653
Charge for the year	12,705	7,571	20,276
Disposals	—	—	—
At 31 December 2019	**14,940**	**10,989**	**25,929**
Charge for the year	109,777	13,826	123,603
Disposals	—	—	—
At 31 December 2020	**124,717**	**24,815**	**149,532**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

6 Property and equipment (continued)

	Furniture, fittings and equipment USD	Leasehold improvements USD	Total USD
Net book value			
At 31 December 2020	**379,441**	**130,348**	**509,789**
At 31 December 2019	**296,242**	**124,165**	**420,407**
At 1 January 2019	**23,592**	**28,459**	**52,051**

Depreciation is allocated as detailed below:

	2020 USD	2019 USD
General and administrative expenses (Note 18)	(123,603)	(20,276)
	(123,603)	**(20,276)**

7 Trade and other receivables

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Trade receivables	3,413,293	1,909,584	1,506,989
Customer wallet receivables	449,276	172,110	—
Less: provision for expected credit losses	(1,076,679)	(347,823)	(22,115)
Tax receivables	25,052	—	—
Other receivables	49,174	91,165	—
	2,860,116	**1,825,036**	**1,484,874**

Trade receivables are non-interest bearing and are generally on up to 60 days terms. It is not the practice of the Group to obtain collateral over trade receivables and are therefore, unsecured.

Provision for expected credit losses for receivables consists of the following:

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Provision for expected credit losses for trade receivables	(816,656)	(281,479)	(22,115)
Provision for expected credit losses for customer wallet receivables	(260,023)	(66,344)	—
	(1,076,679)	**(347,823)**	**(22,115)**

7 Trade and other receivables (continued)

The movement in provision for expected credit losses are as follows:

	2020 USD	2019 USD
At 1 January	347,823	22,115
Charge during the year	728,856	325,708
At 31 December	**1,076,679**	**347,823**

8 Prepaid expenses and other current assets

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Prepaid expenses	203,024	163,912	—
Advances to suppliers	21,646	—	—
	224,670	**163,912**	**—**

9 Cash and cash equivalents

For the purpose of the cash flow statement, cash and cash equivalents comprise the following:

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Cash at banks	7,648,482	7,080,329	8,516,854
Cash sweep account *(i)*	2,700,250	3,902,820	—
Treasury bills with one month maturity *(ii)*	—	4,349,779	—
	10,348,732	**15,332,928**	**8,516,854**

(i) Cash sweep account consists of highly liquid investments with original maturities of less than three months that are readily convertible to known amounts of cash with 24 hours' notice with no loss of interest. These investments generate interest and dividend income as disclosed in Note 22. The average rate of interest and dividend income represented are insignificant.

(ii) The treasury bill held by the Group as at 31 December 2019 (issued by the Egyptian Government) had an original maturity of 1 month, bearing an average interest rate of 12% per annum.

Net debt reconciliation

This section sets out an analysis of net debt and the movements in net debt for each of the periods presented.

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Cash and cash equivalents	10,348,732	15,332,928	8,516,854
Lease liabilities	(928,583)	(1,147,309)	(65,130)
	9,420,149	**14,185,619**	**8,451,724**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

10 Share capital

The authorised share capital of the Parent Company consists of 62,202 shares as at 31 December 2020 (31 December 2019: 55,232 shares) of no par value.

10.1 Authorised capital

	At 31 December		At 1 January
	2020	2019	2019
	Number of shares		
Authorised share capital			
Common A shares	15,000	15,000	15,000
Common B shares	3,936	3,936	1,666
Class A shares	5,555	5,555	5,555
Class B shares	7,756	7,756	7,450
Class C shares	8,186	8,186	5,631
Class D shares	14,799	14,799	—
Class D-1 shares	6,970	—	—
	62,202	**55,232**	**35,302**

Subsequent to year end in July 2021, the Board of Directors resolved to increase the authorised Common B Shares from 3,936 shares to 6,115. The total authorised shares as at the date of the authorisation of these consolidated financial statements are 64,381 shares.

10.2 Share capital, subscribed and paid-up capital

	At 31 December		At 1 January
	2020	2019	2019
	Number of shares		
Issued share capital			
Common A shares	12,666	12,666	15,000
Common B shares	552	552	—
Class A shares	5,555	5,555	5,555
Class B shares	7,756	7,756	7,450
Class C shares	8,186	8,186	5,631
Class D shares	14,799	14,799	—
Class D-1 shares	6,970	—	—
	56,484	**49,514**	**33,636**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

10 Share capital (continued)

10.2 Share capital, subscribed and paid-up capital (continued)

Movement in share capital, subscribed and paid-up capital

	Number of shares	Total value in USD
Balance as at 1 January 2019	33,636	15,951,758
Issuance of Common B shares	552	—
Issuance of Class B shares	306	206,260
Issuance of Class C shares	2,555	4,754,642
Issuance of Class D shares	14,799	42,091,485
Cancelation of Common A shares	(2,334)	(500,000)
Balance as at 31 December 2019	**49,514**	**62,504,145**
Balance as at 1 January 2020	49,514	62,504,145
Issuance of shares–Class D-1	6,970	26,377,572
Balance as at 31 December 2020	**56,484**	**88,881,717**

10.3 Rights of share classes

- Common Shares A and Common Shares B are ordinary shares, with the exception that Common Shares B are non-voting.
- Class A, Class B, Class C, Class D, and Class D-1 shares are preferred shares that are (i) convertible into Common Shares A at the respective Conversion Ratio at any time, (ii) have a liquidation preference, and (iii) have the right to participate in non-liquidation asset distribution events.

11 Employee share-based payments

The Group issued share-based payment awards to employees starting May 2017 to select employees. While there was a mutual understanding with the employees regarding the terms of the award, and the formal approval was pending. In June 2019, the Board of Directors adopted a draft version of Swvl Inc's 2019 Share Option Plan (the Plan) and a draft version of the sample award agreement for granting of options to employees as identified by the Management, up to 3,936 shares. The Board of Directors also ratified all awards issued prior to its adoption of draft documents. Although the formal terms and conditions were subsequently approved by the Board of Directors in July 2021, the grant date will be achieved when these are communicated and clarified with the employees. However, employees have rendered services to the Group based on mutual understanding, and this counts towards employees meeting their service conditions.

Under the Plan, 25% of the options vest annually from the issue date. These options are exercisable up to 10 years from the issue date, but only if an "exit event" as defined in the Plan occurs. An employee that leaves the Group before an exit event has occurred could exercise options on a pro-rata basis (based on the length of time that the employee has served since the award was granted).

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

11 Employee share-based payments (continued)

When exercisable, each option is convertible into one Common Share B. The exercise price of the options is based on the fair value of shares as determined in the immediately previous round of financing.

	2020		2019	
	Average exercise price per share option USD	Number of options	Average exercise price per share option USD	Number of options
At 1 January	2,203	1,926	867	508
Issued during the year (i)	3,559	2,267	2,688	1,418
Exercised during the year (ii)	—	(552)	—	—
Forfeited during the year	2,961	(683)	—	—
Lapsed/expired during the year	—	—	—	—
At 31 December	**3,478**	**2,958**	**2,208**	**1,926**
Vested and exercisable	1,894	585	815	128

(i) Since the grant date is achieved only in the future on the “exit event” while the vesting period commences when awards are issued to employees, the disclosure considers “number of awards issued” in place of “number of awards granted”.

(ii) The weighted average share price at the date of exercise of options exercised during the year ended 31 December 2020 was $0 (31 December 2019 – N.A., 1 January 2019 – N.A.).

Share options outstanding at the end of each year have the following expiry date and exercise prices:

	At 31 December		At 1 January
	2020	2019	2019
Number of options	2,958	1,926	508
Range of exercise price	$ 540 - $3,781	$ 0 - $2,844	$ 0 - $1,861
Range of expiry dates	January 2030 – December 2030	January 2029 – December 2029	May 2027 – November 2028
Weighted average remaining contractual life (in years)	8.95	9.33	9.49

Since the grant date is not achieved, the options are fair valued using an estimate of fair value of options on equity at the end of each reporting period using Monte Carlo simulation that takes into account the exercise price, the term of the option, the impact of dilution (where material), the share price at grant date and expected price volatility of the underlying share, the expected dividend yield, the risk-free interest rate for the term of the

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

11 Employee share-based payments (continued)

option, and the correlations and volatilities of the peer group companies. The fair value of the options was as follows:

Strike price	31 December 2020	31 December 2019	1 January 2019
$0	2,353.60	1,372.92	717.41
$540	2,121.06	1,163.35	567.79
$645	2,075.66	1,122.44	538.57
$1,861	1,552.37	662.44	245.04
$2,844	1,160.23	409.39	—
$3,781	878.90	—	—

The following assumptions are used in calculating the fair values of the options:

Particulars	31 December 2020	31 December 2019	1 January 2019
Expected weighted average volatility (%)	60%	40%	40%
Expected dividends (%)	0%	0%	0%
Expected term (in years)	1.25	2.29	3.12
Risk free rate (%)	0.10%	1.58%	2.5%
Market price	2,353.60	1,372.92	717.41

The volatility has been measured as the standard deviation of quoted share prices of comparable peer entities over the last one year from each respective/expected grant date.

Total expenses arising from share-based payment transactions recognised in the consolidated statement of comprehensive income as part of employee benefit expense was USD 2,828,995 for the year ended 31 December 2020 (USD 433,344 for the year ended 31 December 2019).

12 Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entities are recognised in other comprehensive income, as described in Note 2.7 (iii), and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.

The following table represents the movement of the foreign currency translation reserve during the year:

	Foreign currency reserve USD
At 1 January 2019	**14,183**
Currency translation difference	1,154,625
At 31 December 2019	**1,168,808**
Currency translation difference	(308,434)
At 31 December 2020	**860,374**

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Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

13 Accounts payable, accruals and other payables

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
Financial items			
Accounts payables	1,057,599	1,356,585	3,894,621
Captain payables	289,426	2,096,644	593,363
Accrued expenses	31,727	14,886	—
Other payables	36,243	4,292	—
	1,414,995	**3,472,407**	**4,487,984**
Non-financial items			
Advances from individual customers (e-wallets) (i)	**2,523,608**	**710,153**	**—**
Total accounts payable, accruals and other payables	**3,938,603**	**4,182,560**	**4,487,984**

(i) Advances from individual customers (e-wallets) are used by customers against future bookings, therefore, the Group does not expect to repay these amounts.

14 Lease liabilities and right-of-use assets

The Group has assessed whether a contract is, or contains, a lease as at 1 January 2019. The Group's lease environment includes rental of office space across different locations of operation in Egypt, Kenya, Pakistan, and United Arab Emirates. As noted in Note 5—the Group has elected optional exemptions available under IFRS 16 to:

- calculate the lease liability and right of use asset prospectively using the simplified modified approach;
- apply a single discount rate to a portfolio of leases with reasonably similar characteristics; and
- apply the short term and low value leases exemption as applicable to their leases.

Office leases

The Group has leased office space across different locations of operations with lease terms ranging from 1—5 years. The Group has determined the non-cancellable lease term for individual leases based on the requirements under IFRS 16 and considering the options available to extend the lease agreement or not to terminate the lease agreements.

Lease term

The Group's contractual arrangements with the lessors generally contain lease term extension and early termination options that are to be mutually agreed upon between the lessor and the Group. Certain other leased office spaces contractually allow the lease agreement to be extended or terminated beyond the non-cancellable period solely upon the Group's discretion.

Low value leases

The Group has not identified any low value leases for the year ended 31 December 2020. The tables below show the Group's right of use asset and lease liability as at the reporting date:

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Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

14 Lease liabilities and right-of-use assets (continued)

14.1 Right-of-use assets

	At 31 December	
	2020 USD	2019 USD
Balance as at 1 January	1,110,486	65,130
Additions during the year	116,968	1,278,147
Depreciation charge for the year	(363,809)	(232,791)
Balance as at 31 December	**863,645**	**1,110,486**

14.2 Lease liabilities

	At 31 December	
	2020 USD	2019 USD
Balance as at 1 January	1,147,309	65,130
Additions during the year	116,968	1,278,147
Accretion of interest	83,804	70,637
Repayments	(419,498)	(266,605)
Balance as at 31 December	**928,583**	**1,147,309**

Maturity analysis

	At 31 December	
	2020 USD	2019 USD
Less than one year (current)	302,719	371,123
One to five years (non-current)	625,864	776,186
Lease liabilities as at 31 December	**928,583**	**1,147,309**

Amounts recognised in the consolidated statement of comprehensive income:

	31 December	
	2020 USD	2019 USD
Interest expense on lease liabilities	(83,804)	(70,637)
Depreciation for right-of-use assets	(363,809)	(232,791)
	(447,613)	**(303,428)**

15 Contingencies and commitments

Other than lease commitments disclosed under lease liabilities (Note 14), the Group does not have any other commitments or contingencies as at 31 December 2020 and 2019.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

15 Contingencies and commitments (continued)

Subsequent capital commitments

On 19 August 2021, the Group signed a definitive SPA to acquire a controlling interest of 55% in Shotl as further detailed in Note 30.2. The total value of the purchase is approximately USD 4.6 million and the transaction is subject to the finalisation of agreement requirements and applicable SPA clauses.

The Group anticipates the payments to be made for the acquisition as follows:

- USD 1 million in Pivotal Holdings (as defined in Note 30.1) shares at closing of the SPAC transaction;
- approximately USD 1 million in cash at closing of acquisition;
- approximately USD 1 million in cash 6 months after closing of the acquisition;
- approximately USD 1 million in cash 12 months after closing of the acquisition; and
- approximately USD 0.6 million in cash payable 18 months after closing and satisfaction of certain revenue and grants earn-out condition.

In addition to the above, the Group has subsequently provided Shotl with a USD 100,000 convertible note on 26 August 2021.

16 Revenue

16.1 Revenue reconciliation

The Group derives its revenue principally from end-users who use the Group's platform to access routes predetermined by the Group. Revenue for transport services represents the total amount of fees charged to the end user for these services, net of certain items as disclosed in Note 2.19 and further detailed in the revenue reconciliation table below.

Revenue reconciliation table

	For the year ended 31 December	
	2020 USD	2019 USD
Gross revenue	26,226,711	25,895,024
Less: end-user discounts and promotions (i)	(6,037,756)	(9,456,202)
Less: sales refunds (ii)	(1,840,173)	(2,133,897)
Less: uncollected cash	(542,022)	(681,017)
Less: sales waivers (ii)	(494,474)	(1,272,362)
Revenue	**17,312,286**	**12,351,546**

(i) End-user discounts and promotions: the Group offers discounts and promotions to end-users to encourage use of the transportation services provided by the Group. These are offered in various forms which are detailed in Note 2.19.

(ii) Sales refunds and waivers: as detailed in Note 2.19, sales refunds represent refunds given to customers upon cancelation of their trips, which can be whole or partial depending on the lapsed time of cancelation in accordance with the Group's cancelation policy. Sales waivers represent refunds to customers due to approved registered complaints regarding the quality of services.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

16 Revenue (continued)

16.2 Disaggregation of revenue from contracts with customers

The Group derives revenue from the transfer of services at a point in time. The following table presents the Group's revenue reconciliation disaggregated by geographical location. Revenue by geographical location is based on where the transaction occurred. This level of disaggregation takes into consideration how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

Revenue is presented in the following tables for the years ended 31 December 2020 and 2019:

Revenue by geographical location

	For the year ended 31 December	
	2020 USD	2019 USD
Egypt	14,981,243	12,010,701
Pakistan	1,502,884	154,818
Kenya	824,656	186,027
UAE	3,503	—
Revenue	**17,312,286**	**12,351,546**

16.3 Reconciliation of contract balances

Contract liabilities

The Group receives advances from individual customers (e-wallets), which is used by customers against future bookings. The Group does not expect to repay these amounts. A reconciliation is presented in the following table:

	2020 USD	2019 USD
At 1 January	710,153	—
Additions during the year	17,073,186	10,365,800
Gross revenue recognised	(15,259,731)	(9,655,647)
At 31 December	**2,523,608**	**710,153**

The Group has no contract assets or unbilled revenue balances.

17 Cost of sales

	For the year ended 31 December	
	2020 USD	2019 USD
Captain costs	(23,720,753)	(31,287,527)
Captain bonuses, net of deductions	(1,159,717)	(2,326,497)
Captain deductions	569,008	1,209,819
Tolls and fines	(2,102,242)	(1,379,329)
	(26,413,704)	**(33,783,534)**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

18 General and administrative expenses

	For the year ended 31 December	
	2020 USD	**2019 USD**
Staff costs (Note 20)	(11,257,729)	(4,110,436)
Other expenses	(1,610,598)	(2,575,656)
Professional fees	(1,603,846)	(1,487,090)
Technology costs	(1,033,047)	(708,308)
Telephone and internet	(604,470)	(266,568)
Outsourced employees' expenses	(517,695)	(59,242)
Travel and accommodation	(394,572)	(67,482)
Deprecation of right-of-use assets (Note 14.1)	(363,809)	(232,791)
Office expenses	(233,832)	(131,238)
IT and business tools	(230,024)	(146,593)
Insurance	(202,840)	—
Rent expense	(130,532)	(192,898)
Depreciation of property and equipment (Note 6)	(123,603)	(20,276)
Customer experience costs	(104,743)	(264,903)
Bank fees	(54,613)	(50,450)
Expansion expenses	(35,704)	(421,700)
Events	(28,468)	(39,150)
Utilities	(26,890)	(877)
Entertainment	(11,321)	(17,196)
Foreign exchange (losses)/gains	(8,430)	54,079
General expenses	(6,969)	(18,762)
	(18,583,735)	**(10,757,537)**

19 Selling and marketing expenses

	For the year ended 31 December	
	2020 USD	**2019 USD**
Growth marketing expenses	(2,418,005)	(3,908,499)
Offline marketing expenses	(928,431)	(3,542,096)
Staff costs (Note 20)	(1,297,236)	(527,210)
Referrals	(83,743)	(45,460)
Stamp taxes on marketing activities	—	(324,379)
	(4,727,415)	**(8,347,644)**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

20 Staff costs

	For the year ended 31 December	
	2020 USD	2019 USD
Salaries and other benefits	(9,561,459)	(4,204,302)
Share-based payments charges (Note 11)	(2,828,995)	(433,344)
Employee end of service benefits	(164,511)	—
	(12,554,965)	**(4,637,646)**

Staff costs are allocated as detailed below:

	2020 USD	2019 USD
General and administrative expenses (Note 18)	(11,257,729)	(4,110,436)
Selling and marketing expenses (Note 19)	(1,297,236)	(527,210)
	(12,554,965)	**(4,637,646)**

21 Other expenses

	For the year ended 31 December	
	2020 USD	2019 USD
Non-recoverable VAT and other indirect taxes	(236,795)	(49,715)
Others	(8,633)	(11,585)
	(245,428)	**(61,300)**

22 Finance income

	For the year ended 31 December	
	2020 USD	2019 USD
Interest income	546,872	303,753
Dividend income	42,878	53,108
	589,750	**356,861**

Interest and dividend income are generated from the Group’s cash sweep account and short-term treasury bills as disclosed in Note 9.

23 Finance cost

	For the year ended 31 December	
	2020 USD	2019 USD
Lease finance charges (Note 14.2)	(83,804)	(70,637)
	(83,804)	**(70,637)**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

24 Taxes

24.1 Components of provision for income taxes

The Group did not incur income tax expenses for the years ended 31 December 2020 and 2019 as it has not generated taxable income. The components of the provision for income taxes were as follows:

	For the year ended 31 December	
	2020 USD	2019 USD
Deferred tax credit	3,155,704	5,378,552
	3,155,704	**5,378,552**

24.2 Deferred tax asset

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes at the enacted rates. The significant components of the Group's deferred tax assets as of the year ended indicated below were as follows:

	31 December		1 January
	2020 USD	2019 USD	2019 USD
Deferred tax assets:			
Unused tax losses	9,798,923	6,686,705	1,374,475
Tax reconciling items (ECL)	114,784	71,298	4,976
	9,913,707	**6,758,003**	**1,379,451**

	For the year ended 31 December		1 January
	2020 USD	2019 USD	2019 USD
Deferred tax asset movement:			
Deferred tax credits	**3,155,704**	**5,378,552**	**1,379,451**

The Group incurs taxable losses in its subsidiaries in taxable jurisdictions, namely Egypt, Kenya and Pakistan. These unused tax losses entitle the Group to a deferred tax benefit to be used against future tax expenses.

24.2.1 Egypt – Deferred tax asset recognised

The Group's Egyptian subsidiary (Swvl for Smart Transport Applications and Services LLC) has incurred net taxable losses in the previous years of approximately USD 12.2 million, USD 23.7 million and USD 4.6 million for the years ended 31 December 2020, 2019 and 2018 respectively. Management believes it is probable that the deferred tax benefit from these unused tax losses will be recoverable based on future tax plans and projected taxable profits and has accordingly recognised the amounts in these consolidated financial statements.

24.2.2 Kenya and Pakistan – Deferred tax asset not recognised

The Group's subsidiaries in Kenya and Pakistan also incurred tax losses, however Management believes that it is not probable that it will recover the deferred tax benefits of approximately USD 2.78 million and USD 2.47 million

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

24 Taxes (continued)

24.2 Deferred tax asset (continued)

24.2.2 Kenya and Pakistan – Deferred tax asset not recognised (continued)

for each respective country and have accordingly not recorded the amounts in the financial statements. These tax losses expire in the following manner:

	Expires on	
	31 December 2025	31 December 2024
Swvl NBO Limited (Kenya)	1,054,695	1,691,330
Swvl Technologies Limited (Kenya)	32,756	—
Swvl Technologies (Pakistan) Limited	1,473,916	999,043
	2,561,367	**2,690,373**

Except for unused tax losses, the Group does not have any other components which give rise to any other material deferred tax assets or liabilities.

24.3 Relationship between tax expense and accounting profit

The tax on the Group's loss before tax differs from the theoretical amount that would arise using the Group's applicable tax rate as follows:

	At 31 December	
	2020 USD	2019 USD
Loss before tax	(32,880,906)	(40,637,953)
Tax using the Group's domestic tax rate (BVI-0%)	—	—
Tax effect of:		
Difference in tax rates within group entities	5,730,842	8,068,925
Unrecognised deferred tax assets	(2,561,367)	(2,690,373)
	3,169,475	**5,378,552**

25 Loss per share – basic and diluted

Basic loss per share has been calculated by dividing the loss for the year by the weighted average number of ordinary shares outstanding during the year.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

25 Loss per share – basic and diluted (continued)

As at 31 December 2020, there is no dilutive effect on the basic loss per share of the Group. Loss per share is based on following:

	At 31 December	
	2020 USD	2019 USD
Loss for the year	(29,725,202)	(35,259,401)
Weighted average number of ordinary shares outstanding during the year	55,300	43,591
Loss per share - basic	*(538)*	*(809)*
Loss per share - diluted	*(538)*	*(809)*

Since the Group was in a loss position for the years ended 31 December 2020 and 2019, basic net loss per share was the same as diluted net income per share for the years presented. The potentially dilutive vested employee stock options (Note 11) were excluded from the computation of diluted net loss per share because their effect would have been anti-dilutive for the years presented, and the issuance of such shares is contingent upon the satisfaction of certain conditions which were not yet satisfied by 31 December 2020 and 2019.

26 Related party transactions and balances

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties include associates, parent, subsidiaries, and key management personnel or their close family members. The terms and conditions of these transactions have been mutually agreed between the Group and the related parties. To determine significance, the Group considers various qualitative and quantitative factors including whether transactions with related parties are conducted in the ordinary course of business.

Interest in subsidiaries

The details of interests in the subsidiaries with whom the Group had entered into transactions or had agreements or arrangements in place during the year are disclosed in Note 1 of the consolidated financial statements.

Compensation of key management personnel

Key management personnel of the Group comprise the Parent Company’s directors.

	At 31 December	
	2020 USD	2019 USD
Short-term employee benefits	652,175	320,871
Provision for end of service benefits	32,399	—
Share-based payments	829,746	259,236
Termination benefits	—	33,991
	1,514,320	**614,098**

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

26 Related party transactions and balances (continued)

Transactions with related parties

Details of transactions with related parties during the year, other than those which have been disclosed elsewhere in these consolidated financial statements, are as follows:

	At 31 December	
	2020 USD	2019 USD
Advances to shareholders	36,091	—
Cancelation of shares	—	(500,000)

Balances with related parties

The following balances are outstanding at the end of the reporting period in relation to the above transactions with related parties:

	At 31 December	
	2020 USD	2019 USD
Advances to shareholders	36,091	—

The advances to shareholders outstanding at year end are unsecured, interest free, payable on demand and have been subsequently settled in cash. No impairment charge has been recognised during the year ended 2020 and 2019 in respect of amounts owed by related parties.

27 Financial instruments by category

Financial assets as per statement of financial position

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
At amortised cost			
Trade and other receivables	2,860,116	1,825,036	1,484,874
Advances to shareholders	36,091	—	—
Cash and cash equivalents	10,348,732	15,332,928	8,516,854
	13,244,939	**17,157,964**	**10,001,728**

Financial liabilities as per statement of financial position

	At 31 December		At 1 January
	2020 USD	2019 USD	2019 USD
At amortised cost			
Accounts payable, accruals and other payables excluding non-financial items (i)	1,414,995	3,472,407	4,487,984
Lease liabilities	928,583	1,147,309	65,130
	2,343,578	**4,619,716**	**4,553,114**

(i) Non-financial items include advances from individual customers (e-wallets) as disclosed in Note 13.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

28 Fair value of financial instruments

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at measurement date.

The Group analyses the assets carried at fair value by valuation method. The different levels have been defined as follows:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1);
- Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices) (level 2); and
- Inputs for the asset or liability that are not based on observable market data (level 3).

The carrying amounts of the financial assets and financial liabilities approximate their fair values.

29 Segment information

Operating segments are defined as components of an entity for which separate financial information is available and that is regularly reviewed by the CODM in deciding how to allocate resources to an individual segment and in assessing performance. The CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. As such, the Group has determined that it operates as one operating segment.

The Group operates in multiple geographical locations namely in Egypt, Kenya, Pakistan and United Arab Emirates. The Parent Company is domiciled in British Virgin Islands. The following information presents operating results information regarding operating segment for the year ended 31 December 2020 and asset information regarding operating segment as at 31 December 2020 for the domicile country and the rest of the world.

	Domicile – Egypt USD	Rest of the world USD	Total USD
Year ended 31 December 2020			
Results for the year			
Revenue	**14,981,243**	**2,331,043**	**17,312,286**
Depreciation	168,266	319,146	487,412
Total comprehensive loss	(8,896,993)	(21,136,643)	(30,033,636)
Total assets	16,207,690	8,549,060	24,756,750
Year ended 31 December 2019			
Results for the year			
Revenue	**12,010,701**	**340,845**	**12,351,546**
Depreciation	168,173	84,894	253,067
Total comprehensive loss	(15,970,523)	(18,134,253)	(34,104,776)
Total assets	16,190,241	9,420,531	25,610,772

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

30 Subsequent events

30.1 Business combination

On 28 July 2021, the Parent Company and Queen's Gambit Growth Capital, a special purpose acquisition company ("SPAC") listed on the Nasdaq Capital Market ("NASDAQ"), and certain other parties have entered into a definitive agreement for a business combination that would result in the Group becoming a publicly listed company upon completion of the aforementioned transaction. The transaction is expected to generate gross proceeds of up to approximately USD 445 million, which includes a USD 100 million fully committed private placement of common shares of the combined company (the "PIPE"), a portion of which has been advanced to the Group pursuant to exchangeable notes as further described below. The implied, fully diluted equity value of the combined company is approximately USD 1.5 billion, subject to redemptions by the SPAC's public shareholders, with existing Parent Company shareholders expected to own approximately 65% of the combined company ("Pivotal Holdings").

On 25 August 2021, certain PIPE investors have pre-funded to the Group a portion of USD 35.5 million of the aggregate PIPE subscription raised in connection with the proposed business combination.

In accordance with the executed subscription agreements, the investors that pre-funded the PIPE have purchased exchangeable notes of the Parent Company. At the closing of the Group's business combination with the SPAC, each exchangeable note will be automatically exchanged for shares of the combined company at an exchange price of USD 8.50 per share. Upon the issuance of the exchangeable notes, the amount pre-funded by each participating investor reduces their remaining respective commitment in the PIPE.

30.2 Acquisition of controlling interest in a Europe-based mass transit platform provider

On 19 August 2021, the Group signed a definitive SPA to acquire a controlling interest of 55% in Shotl, a mass transit platform that partners with municipalities and corporations to provide on-demand bus and van services across Europe, Latin America and Asia-Pacific. The total value of the purchase is approximately USD 4.6 million. The transaction is subject to the finalisation of agreement requirements and applicable SPA clauses.

The Group anticipates the payments to be made for the acquisition as follows:

- USD 1 million in Pivotal Holdings shares at closing of the SPAC transaction;
- approximately USD 1 million in cash at closing of acquisition;
- approximately USD 1 million in cash 6 months after closing of the acquisition;
- approximately USD 1 million in cash 12 months after closing of the acquisition; and
- approximately USD 0.6 million in cash payable 18 months after closing and satisfaction of certain revenue and grants earn-out condition.

In addition to the above, the Group has subsequently provided Shotl with a USD 100,000 convertible note on 26 August 2021.

30.3 Issuance of convertible notes

During 2021, the Parent Company issued convertible notes, with aggregate principal amounts of USD 27.7 million with the maturity date of 5 September 2022, convertible either into common or preferred shares of the Parent Company upon maturity, depending on certain criteria detailed in the note agreement.

Swvl Inc. and its subsidiaries

Notes to the consolidated financial statements
for the years ended 31 December 2020 and 2019 (continued)

30 Subsequent events (continued)

30.3 Issuance of convertible notes (continued)

The Parent Company intends to use the net proceeds from the issue of the convertible notes for general corporate purposes as well as to provide the Group with financial flexibility to act on strategic opportunities which may arise.

The interest rate varies to be (i) a rate of 12% per annum from the date of issuance of each convertible note, until the date on which the aggregate principal amount raised by the Parent Company reaches the predetermined benchmark, and (ii) at any time thereafter, and in respect of all amounts raised by the Parent Company, a rate of 6.5% per annum.

30.4 Amendment to ESOP

As detailed in Note 11, the Group issued share-based payment awards to employees starting May 2017 to select employees. While there was a mutual understanding with the employees regarding the terms of the award, its formal approval was pending. In June 2019, the Board of Directors adopted a draft version of Swvl Inc.'s 2019 Share Option Plan (the Plan) and a draft version of the sample award agreement for granting of options to employees as identified by the Management, up to 3,936 shares. The Board of Directors also ratified all awards issued prior to its adoption of draft documents.

Subsequently on 28 July 2021, the Board of Directors approved the formal terms and conditions of these awards. The Board of Directors further resolved to increase the authorised Common B Shares from 3,936 shares to 6,115. The total authorised shares as at the date of the authorisation of these consolidated financial statements is 64,381 shares.

ANNEX A

BUSINESS COMBINATION AGREEMENT

by and among

SWVL INC.,

QUEEN'S GAMBIT GROWTH CAPITAL,

PIVOTAL HOLDINGS CORP,

PIVOTAL MERGER SUB COMPANY I,

and

PIVOTAL MERGER SUB COMPANY II LIMITED

Dated as of July 28, 2021

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BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement, dated as of July 28, 2021 (this "**Agreement**"), is entered into by and among Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands (the "**Company**"), Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("**SPAC**"), Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned Subsidiary of the Company ("**Holdings**"), Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned Subsidiary of Holdings ("**Cayman Merger Sub**"), and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned Subsidiary of SPAC ("**BVI Merger Sub**");

WHEREAS, upon the terms and subject to the conditions of this Agreement, on the SPAC Merger Date, in accordance with the Cayman Islands Companies Act (As Revised) (the "**Cayman Companies Act**"), SPAC will merge with and into Cayman Merger Sub (the "**SPAC Merger**"), with Cayman Merger Sub surviving the SPAC Merger (Cayman Merger Sub, in its capacity as the surviving company of the SPAC Merger, is sometimes referred to herein as, and from and after the SPAC Merger shall mean, the "**SPAC Surviving Company**") and becoming the sole owner of all of the issued and outstanding BVI Merger Sub Common Shares;

WHEREAS, upon the terms and subject to the conditions of this Agreement, on the SPAC Merger Date and concurrently with the consummation of the SPAC Merger, and subject to the BVI Business Companies Act, 2004 (as amended, the "**BVI Companies Act**"), Holdings will redeem each Holdings Common Share issued and outstanding immediately prior to the SPAC Merger for par value (the "**Holdings Redemption**");

WHEREAS, upon the terms and subject to the conditions of this Agreement, following the SPAC Merger Date, on or prior to the Closing Date and prior to the Company Merger, and subject to the Cayman Companies Act and the BVI Companies Act, SPAC Surviving Company will distribute all of the issued and outstanding BVI Merger Sub Common Shares to Holdings (the "**BVI Merger Sub Distribution**");

WHEREAS, upon the terms and subject to the conditions of this Agreement, on the Closing Date and following the BVI Merger Sub Distribution, in accordance with the BVI Companies Act, BVI Merger Sub will merge with and into the Company (the "**Company Merger**" and, together with the SPAC Merger, the "**Mergers**"), with the Company surviving the Company Merger as a wholly owned Subsidiary of Holdings (the Company, in its capacity as the surviving company of the Company Merger, is sometimes referred to herein as, and from and after the Company Merger shall mean, the "**Company Surviving Company**");

WHEREAS, for U.S. federal income tax purposes, (a) the parties intend that (i) the SPAC Merger and the Holdings Redemption, taken together, qualify as a "reorganization" described in Section 368(a)(1)(F) of the Code to which SPAC and Holdings are parties within the meaning of Section 368(b) of the Code and (ii) the Company Merger and the Convertible Note Conversion, taken together, qualify as a "reorganization" within the meaning of Section 368(a) of the Code to which Holdings and the Company are parties within the meaning of Section 368(b) of the Code (clause (a), the "**Intended Tax Treatment**") and (b) the parties intend this Agreement to constitute, and this Agreement is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a);

WHEREAS, Holdings, concurrently with the execution and delivery of this Agreement, is entering into subscription agreements (the "**Subscription Agreements**") with certain investors ("**PIPE Investors**"), pursuant to which the PIPE Investors, upon the terms and subject to the conditions set forth therein, have agreed to purchase newly issued Holdings Common Shares A at a purchase price of $10.00 per share in a private placement or placements (the "**Private Placements**") to be consummated on the Closing Date prior to or substantially concurrently with the consummation of the Company Merger, except as otherwise provided in the Subscription Agreements;

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has unanimously (a) determined that this Agreement, the BVI Plan of Merger, the BVI Articles of Merger and the Transactions are in the best interests of the Company, (b) approved and adopted this Agreement, the BVI Plan of Merger, the BVI Articles of Merger and the Transactions and declared their advisability, and (c) recommended that the shareholders of the Company approve and adopt this Agreement and the BVI Plan of Merger and approve the Transactions and directed that this Agreement, the BVI Plan of Merger and the Transactions be submitted for consideration by the Company's shareholders;

WHEREAS, the Board of Directors of SPAC (the "**SPAC Board**") has unanimously (a) determined that this Agreement, the Cayman Plan of Merger and the Transactions are in the best interests of SPAC, (b) approved and adopted this Agreement, the Cayman Plan of Merger and the Transactions and declared their advisability, (c) directed that this Agreement, the Cayman Plan of Merger and the Transactions be submitted for consideration by the shareholders of SPAC at the SPAC Shareholders' Meeting and recommended that the shareholders of SPAC approve and adopt this Agreement and the Cayman Plan of Merger and approve the Transactions, including the appointment of the New Board, the adoption of the Holdings A&R Articles and the Holdings Public Company Articles and the appointments in respect of the Holdings Board following the SPAC Merger Effective Time in accordance with Section 7.16(e), at the SPAC Shareholders' Meeting, and (d) approved the Transactions and related documents, including this Agreement;

WHEREAS, the Board of Directors of Cayman Merger Sub (the "**Cayman Merger Sub Board**") has unanimously (a) determined that this Agreement, the Cayman Plan of Merger and the Transactions are in the best interests of Cayman Merger Sub, (b) approved and adopted this Agreement, the Cayman Plan of Merger and the Transactions, including the BVI Merger Sub Distribution, and declared their advisability and (c) recommended that the sole shareholder of Cayman Merger Sub approve and adopt this Agreement and the Cayman Plan of Merger and approve the Transactions and directed that this Agreement, the Cayman Plan of Merger and the Transactions, including the BVI Merger Sub Distribution, be submitted for consideration by the sole shareholder of Cayman Merger Sub;

WHEREAS, the Board of Directors of BVI Merger Sub (the "**BVI Merger Sub Board**") has unanimously (a) determined that this Agreement, the BVI Plan of Merger, the BVI Articles of Merger and the Transactions are in the best interests of BVI Merger Sub, (b) approved and adopted this Agreement and the Transactions and declared their advisability, and (c) recommended that the sole shareholder of BVI Merger Sub immediately prior to the date of this Agreement, being SPAC, approve and adopt this Agreement and approve the Transactions and that the sole shareholder of BVI Merger Sub immediately prior to the Company Merger, being Holdings, approve and adopt the BVI Plan of Merger and approve the Transactions and directed that this Agreement, the BVI Plan of Merger and the Transactions be submitted for consideration by the sole shareholder of BVI Merger Sub immediately prior to this Agreement, being SPAC, and immediately prior to the Company Merger, being Holdings;

WHEREAS, the Board of Directors of Holdings (the "**Holdings Board**") has unanimously (a) determined that this Agreement, the BVI Plan of Merger and the Transactions are in the best interests of Holdings, (b) approved and adopted this Agreement, the BVI Plan of Merger (in its capacity as the sole shareholder of BVI Merger Sub immediately prior to the Company Merger) and the Transactions and declared their advisability, and (c) recommended that the sole shareholder of Holdings approve and adopt this Agreement and approve the Transactions and directed that this Agreement and the Transactions be submitted for consideration by the sole shareholder of Holdings;

WHEREAS, concurrently with the execution and delivery of this Agreement, SPAC, the Key Company Shareholders, as Company shareholders holding Company Shares sufficient to constitute the Requisite Company Shareholder Approval, and the holders of the Company Convertible Notes (other than the holders of any Company Exchangeable Notes in their capacities as such), are entering into the Company Transaction Support Agreement, dated as of the date hereof (the "**Company Transaction Support Agreement**"), providing

that, among other things, (a) the Key Company Shareholders (i) provide their consent in writing to the entry into this Agreement, the Holdings Redemption, the SPAC Merger and the Transactions for the purpose of the Company Articles, (ii) provide their written approval in respect of their Company Shares in favor of this Agreement, the BVI Plan of Merger, the adoption of the Company Surviving Company Articles and the Transactions, and (iii) enter into the Written Consents in accordance with the terms of this Agreement and (b) that the holders of the Company Convertible Notes (other than the holders of any Company Exchangeable Notes in their capacities as such) consent to the Convertible Note Conversion;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Holdings and the Key SPAC Shareholders are entering into the SPAC Shareholder Support Agreement, dated as of the date hereof (the "**SPAC Shareholder Support Agreement**"), providing that, among other things the Key SPAC Shareholders will vote their SPAC Shares in favor of this Agreement and the Transactions and commit to not redeem such SPAC Shares and, in their capacity as shareholders of Holdings, provide their written consent and approval to the appointment of the New Board, the adoption of the Holdings A&R Articles and the Holdings Public Company Articles, the appointments with respect to the Holdings Board at the SPAC Merger Effective Time in accordance with Section 7.16(e) and the Transactions to be undertaken by Holdings pursuant to this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, Queen's Gambit Holdings LLC, a Delaware limited liability company (the "**Sponsor**"), is entering into a letter agreement with the Company, Holdings and SPAC (the "**Sponsor Agreement**"), pursuant to which the Sponsor has agreed to, among other things, (a) waive any anti-dilution adjustment to the conversion ratio of the SPAC Class B Ordinary Shares set forth in the SPAC Articles of Association that may be triggered by the Transactions and, in its capacity as shareholder of Holdings, provide its written consent and approval to the appointment of the New Board, the adoption of the Holdings A&R Articles and the Holdings Public Company Articles, the appointments in respect of the Holdings Board at the SPAC Merger Effective Time in accordance with Section 7.16(e) and the Transactions to be undertaken by Holdings pursuant to this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, Holdings is entering into an employment agreement with Mostafa Kandil (the "**Employment Agreement**"), to be effective as of the Closing; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Holdings, certain shareholders of SPAC and certain shareholders of the Company are entering into (i) a Registration Rights Agreement (the "**Registration Rights Agreement**"), (ii) a Lock-Up Agreement (the "**Lock-Up Agreement**") and (iii) a Shareholders Agreement (the "**Holdings Shareholders Agreement**"), each to be effective as of the Closing.

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

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Definitions. For purposes of this Agreement:

"**2020 Balance Sheet**" has the meaning given to such term in Section 4.07(a).

"**2021 Amendments**" means the amendments to the Company Existing Shareholders' Agreement and the Company Articles relating to the changes to the Company Common Shares B to provide that (i) the right to

call shares at cost in connection with a termination without cause, exclusion from dividends and payments upon liquidation, in each case, shall not apply to Company Common Shares B after such amendments; and (ii) Company Common Shares B will be subject to the same transfer restrictions as Company Common Shares A after such amendments.

"**Action**" has the meaning given to such term in Section 4.09.

"**Advisory Board**" has the meaning given to such term in Section 7.16(d).

"**affiliate**" of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

"**Aggregate Exercise Price**" means the sum of the aggregate exercise prices of all In-the-Money Company Options.

"**Agreement**" has the meaning given to such term in the Preamble.

"**Alternative Transaction**" has the meaning given to such term in Section 7.01(a).

"**Ancillary Agreements**" means the Subscription Agreements, the Registration Rights Agreement, the SPAC Shareholder Support Agreement, the Sponsor Agreement, the Company Transaction Support Agreement, the Lock-Up Agreement, the Holdings Shareholders Agreement and all other agreements, certificates and instruments executed and delivered by SPAC, Cayman Merger Sub, BVI Merger Sub, the Company or Holdings in connection with the Transactions and specifically contemplated by this Agreement.

"**Anti-Corruption Laws**" means (i) the FCPA, (ii) the UK Bribery Act 2010, (iii) Articles 103-111 of Egypt's Penal Code, (iv) Articles 170-174 of Jordan's Penal Code, (v) Kenya's Bribery Act, No. 46 of 2016 and Anti-Corruption and Economic Crimes Act, (vi) Pakistan's Prevention of Corruption Act and the National Accountability Ordinance, (vii) Saudi Arabia's Royal Decree M/36, dated 29/12/1412H and Royal Decree 4 of 1440, (viii) Articles 234-239 of the UAE Penal Code, (ix) the anti-bribery legislation promulgated by the European Union and implemented by its member states, (x) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, (xi) Law No. 3 of 1987, as amended, promulgating the United Arab Emirates (UAE) Federal Penal Code, (xii) Law No.16 of 1960, as amended, promulgating the Jordanian Penal Code, (xiii) Bribery Act (No. 47 of 2016, Laws of Kenya) and (xiv) all other applicable anti-corruption, anti-bribery and similar Laws.

"**Antitrust Laws**" has the meaning given to such term in Section 7.13(a).

"**Audited Financial Statements**" has the meaning given to such term in Section 7.19(a).

"**Blue Sky Laws**" has the meaning given to such term in Section 4.05(b).

"**Business Combination**" has the meaning ascribed to such term in the SPAC Articles of Association.

"**Business Day**" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in New York, NY, the Cayman Islands or the British Virgin Islands; *provided*, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place," "non-essential employee" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day; *provided*, *further*, that public holidays in the United Arab Emirates shall not be deemed to be Business Days for any purpose under this Agreement.

"**Business Systems**" means all Software, computer hardware (whether general or special purpose), communications and telecommunications networks, servers, peripherals, and computer systems that are owned or used in the conduct of the business of the Company or any Company Subsidiaries.

"**BVI Articles of Merger**" has the meaning given to such term in Section 2.02(b).

"**BVI Companies Act**" has the meaning given to such term in the Recitals.

"**BVI Dissenter Consideration**" has the meaning given to such term in Section 3.07(b).

"**BVI Merger Sub**" has the meaning given to such term in the Preamble.

"**BVI Merger Sub Articles**" means the memorandum and articles of association of BVI Merger Sub, as amended, modified or supplemented from time to time.

"**BVI Merger Sub Board**" has the meaning given to such term in the Recitals.

"**BVI Merger Sub Common Shares**" means shares of US$1.00 par value of BVI Merger Sub.

"**BVI Merger Sub Distribution**" has the meaning given to such term in the Recitals.

"**BVI Merger Sub Shareholder Approvals**" has the meaning given to such term in Section 5.04.

"**BVI Plan of Merger**" has the meaning given to such term in Section 2.02(b).

"**Cayman Companies Act**" has the meaning given to such term in the Recitals.

"**Cayman Merger Sub**" has the meaning given to such term in the Preamble.

"**Cayman Merger Sub Articles**" means the memorandum and articles of association of Cayman Merger Sub, as amended, modified or supplemented from time to time.

"**Cayman Merger Sub Board**" has the meaning given to such term in the Recitals.

"**Cayman Merger Sub Common Share**" has the meaning given to such term in Section 4.03(f).

"**Cayman Merger Sub Shareholder Approval**" has the meaning given to such term in Section 4.04.

"**Cayman Plan of Merger**" has the meaning given to such term in Section 2.02(a).

"**Certificates**" has the meaning given to such term in Section 3.03(b)(i).

"**Change in Recommendation**" has the meaning given to such term in Section 7.04(a).

"**Change of Control**" means any transaction or series of transactions occurring after the Closing (i) following which a person or "group" (within the meaning of Section 13(d) of the Exchange Act) of persons, acquires direct or indirect beneficial ownership of securities (or rights convertible or exchangeable into securities) representing more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of Holdings; (ii) constituting a merger, consolidation, reorganization or other business combination, however effected, following which either (a) the members of the board of directors of Holdings immediately prior to such merger, consolidation, reorganization or other business combination do not constitute at least a majority of the board of directors of the company surviving the combination or, if the surviving

company is a Subsidiary, the ultimate parent thereof or (b) the voting securities of Holdings immediately prior to such merger, consolidation, reorganization or other business combination do not continue to represent or are not converted into fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the person resulting from such combination or, if the surviving company is a Subsidiary, the ultimate parent thereof; or (iii) the result of which is a sale of all or substantially all of the assets of Holdings and its Subsidiaries, taken as a whole, to any person.

"**Claims**" has the meaning given to such term in Section 6.04.

"**Class I**" has the meaning given to such term in Section 7.16(a).

"**Class II**" has the meaning given to such term in Section 7.16(a).

"**Class III**" has the meaning given to such term in Section 7.16(a).

"**Closing**" has the meaning given to such term in Section 2.02(b).

"**Closing Date**" has the meaning given to such term in Section 2.02(b).

"**Closing Statements**" has the meaning given to such term in Section 3.05(b).

"**Code**" has the meaning given to such term in Section 3.03(h).

"**Company**" has the meaning given to such term in the Preamble.

"**Company Articles**" means the Amended and Restated Memorandum and Articles of Association of the Company, dated March 3, 2020, as the same may be amended, supplemented or modified from time to time, including by the 2021 Amendments.

"**Company Board**" has the meaning given to such term in the Recitals.

"**Company Class A Preferred Shares**" means the Company's convertible Class A Shares of no par value.

"**Company Class B Preferred Shares**" means the Company's convertible Class B Shares of no par value.

"**Company Class C Preferred Shares**" means the Company's convertible Class C Shares of no par value.

"**Company Class D Preferred Shares**" means the Company's convertible Class D Shares of no par value.

"**Company Class D-1 Preferred Shares**" means the Company's Class D-1 Shares of no par value.

"**Company Closing Consideration**" has the meaning given to such term in Section 3.02(b)(iii).

"**Company Closing Statement**" has the meaning given to such term in Section 3.05(a).

"**Company Common Shares A**" means the Company's ordinary common shares A of no par value.

"**Company Common Shares B**" means the Company's ordinary common shares B of no par value.

"**Company Convertible Notes**" means (a) the Convertible Notes issued by the Company to (i) Esther Dyson on March 19, 2021 for a purchase price of $100,000, (ii) Hatberg Investments Limited on April 22, 2021 for a purchase price of $2,000,000, (iii) VNV (Cyprus) Limited on March 8, 2021 for a purchase price of

$10,000,000, (iv) Youssef Samy Elsayed Fathy Salem on March 17, 2021 for a purchase price of $100,000, (v) Digame Africa on March 25, 2021 for a purchase price of $1,500,000, (vi) Ayman Ismail Mohamed Ahmad Soliman on May 20, 2021 for a purchase price of $1,000,000, (vii) Chimera Investment LLC on May 20, 2021 for a purchase price of $8,000,000, and (viii) Chimera Global Fund I L.P. on May 20, 2021 for a purchase price of $5,000,000, and (b) any convertible notes exchangeable for Holdings Common Shares A issued after the date of this Agreement pursuant to and in accordance with Section 6.01(b)(ix)(C) and Section 6.01(b)(ix) of the Company Disclosure Letter.

"**Company D&O Insurance**" has the meaning given to such term in Section 7.08(c).

"**Company Designees**" has the meaning given to such term in Section 7.16(b).

"**Company Disclosure Letter**" has the meaning given to such term in Article IV.

"**Company Exchangeable Notes**" means any Company Convertible Notes described in clause (b) of the definition thereof.

"**Company Existing Shareholders Agreement**" means the Amended and Restated Shareholders' Agreement, dated on or about March 3, 2020, by and among the Company and certain of its shareholders, as may be amended from time to time, including by the 2021 Amendments.

"**Company Expenses"** means all reasonable and documented third-party, out-of-pocket, fees and expenses, commissions or other amounts incurred by or on behalf of, or otherwise payable by, the Company and its Subsidiaries in connection with the negotiation, preparation or execution of this Agreement or any other Transaction Document, the performance of its covenants or agreements in this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby or thereby, including (i) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants or other agents or service providers of the Company or its Subsidiaries and (ii) any other fees, expenses or other amounts that are expressly allocated to the Company or its Subsidiaries pursuant to this Agreement or any other Transaction Document, in each case including applicable Taxes. Notwithstanding anything to the contrary herein, Company Expenses shall not include any SPAC Expenses.

"**Company Interested Party Transaction**" has the meaning given to such term in Section 4.20(a).

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

"**Company-Licensed IP**" means all Intellectual Property rights owned by a third party and licensed to the Company or any Company Subsidiary and used in the conduct of the business of the Company and its Company Subsidiaries.

"**Company Material Adverse Effect**" means any Effect that, individually or in the aggregate with all other Effects, (i) has had or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and the Company Subsidiaries, taken as a whole or (ii) would reasonably be expected to prevent, materially delay or materially impede the performance by the Company of its obligations under this Agreement or the consummation of the Transactions; *provided*, *however*, that none of the following, and none of the Effects resulting therefrom, shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be, a Company Material Adverse Effect for purposes of clause (i) of this definition: (a) any change or proposed change in or change in the interpretation of any Law, GAAP or IFRS; (b) Effects generally affecting the industries or geographic areas in which the Company and the Company Subsidiaries operate; (c) any change in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any

geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date hereof, and including any impact of such pandemics on the health of any officer, employee or consultant of the Company or the Company Subsidiaries); (e) any actions taken or not taken by the Company or the Company Subsidiaries as required by this Agreement or at the written request of, or with the written consent of SPAC; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Mergers or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities) (*provided* that this clause (f) shall not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from this Agreement or the consummation of the Transactions); or (g) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position; *provided* that this clause (g) shall not prevent a determination that any Effect underlying such failure has resulted in a Company Material Adverse Effect (to the extent such Effect is not otherwise excluded from this definition of Company Material Adverse Effect), except in the cases of clauses (a) through (d), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which the Company and the Company Subsidiaries operate (in which case only the incremental disproportionate impact may be taken into account).

"**Company Merger**" has the meaning given to such term in the Recitals.

"**Company Merger Effective Time**" has the meaning given to such term in Section 2.02(b).

"**Company Merger Shares**" means a number of Holdings Common Shares A equal to the quotient obtained by dividing (a) the sum of (i) $1,000,000,000 *plus* (ii) the Aggregate Exercise Price by (b) $10.00.

"**Company Options**" means all outstanding options to purchase Company Common Shares B, whether or not exercisable and whether or not vested, granted under the Company Stock Plan or otherwise; *provided* that this shall exclude any rights to purchase Company Common Shares B under any Company Convertible Note or any right to subscribe for further convertible notes in the Company.

"**Company Outstanding Shares**" means the total number of Company Common Shares A, Company Common Shares B and Company Preferred Shares in each case outstanding immediately prior to the Company Merger Effective Time, and including the number of Company Common Shares A issuable upon the Hypothetical Convertible Note Conversion and the number of Company Common Shares B subject to unexpired, issued and outstanding Company Options as of immediately prior to the Company Merger Effective Time (assuming the payment in cash of the exercise price of such Company Options).

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

"**Company Permit**" has the meaning given to such term in Section 4.06.

"**Company Preferred Shares**" means the Company Class A Preferred Shares, the Company Class B Preferred Shares, the Company Class C Preferred Shares, the Company Class D Preferred Shares and the Company Class D-1 Preferred Shares.

"**Company Redemption Consent**" has the meaning given to such term in Section 2.01(b).

"**Company Shares**" means the Company Common Shares A, the Company Common Shares B and the Company Preferred Shares.

"**Company Stock Plan**" means the Company's 2019 Share Option Plan, as may be amended from time to time.

"**Company Subsidiary**" means each Subsidiary of the Company and, to the extent applicable, its branches, including those Subsidiaries set forth in Section 4.01(b) of the Company Disclosure Letter.

"**Company Surviving Company**" has the meaning given to such term in the Recitals.

"**Company Surviving Company Articles**" has the meaning given to such term in Section 2.04(b).

"**Company Transaction Support Agreement**" has the meaning given to such term in the Recitals.

"**Confidential Information**" means any information, knowledge or data concerning the businesses or affairs of (i) the Company or the Company Subsidiaries that is not already generally available to the public, or (ii) any suppliers or customers of the Company or any Company Subsidiaries, in each case that either (a) the Company or the Company Subsidiaries are bound to keep confidential or are restricted in use or (b) with respect to clause (i), the Company or the applicable Company Subsidiary purport to maintain as a trade secret under applicable Laws.

"**Confidentiality Agreement**" has the meaning given to such term in Section 7.05(b).

"**Contract**" has the meaning given to such term in Section 4.05(a).

"**Contracting Parties**" has the meaning given to such term in Section 10.11.

"**control**" (including the terms "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"**Convertible Note Conversion**" has the meaning given to such term in Section 2.01(d).

"**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof.

"**COVID-19 Measures**" means any quarantine, "shelter in place," "work from home," workforce reduction, social distancing, shut down, closure, sequester, safety or any other Law, Governmental Order, Action, directive, guidelines or recommendations by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19, including the Coronavirus Aid, Relief, and Economic Security Act (CARES) or any changes thereto.

"**D&O Indemnitees**" has the meaning given to such term in Section 7.08(a).

"**Data Security Requirements**" has the meaning given to such term in Section 4.13(g).

"**Director**" has the meaning given to such term in Section 7.16(b).

"**Disabling Devices**" means Software viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, or other computer instructions, intentional devices or techniques that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, maliciously encumber, hack into, incapacitate, infiltrate or slow or shut down a computer system or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner, other than those incorporated by the Company or the applicable third party intentionally to protect Company IP from misuse or otherwise protect the Business Systems.

"**Earnout Period**" means the time period beginning on the Closing Date and ending on the five-year anniversary of the Closing Date.

"**Earnout RSUs**" means a restricted stock unit in respect of one Holdings Common Share A issued in accordance with Sections 3.02(b) and 3.04(h).

"**Earnout RSU Share**" means a Holdings Common Share A issued in settlement of an Earnout RSU in accordance with Section 3.04(h).

"**Earnout Shares**" has the meaning given to such term in Section 3.04(a).

"**Effect**" has the meaning given to such term in the definition of "SPAC Material Adverse Effect".

"**Eligible Company Equityholders**" means, with respect to a Triggering Event or a Change of Control, each holder, as of immediately prior to the Company Merger Effective Time (but assuming the Hypothetical Convertible Note Conversion had occurred at such time), of (i) a Company Share or (ii) a Company Option. The Eligible Company Equityholders with respect to a Triggering Event or a Change of Control shall include the holder of a Company Option to the extent (a) the Exchanged Option related to such Company Option was vested upon the Company Merger Effective Time, (b) the Exchanged Option related to such Company Option became vested after the Company Merger Effective Time but prior to such Triggering Event or Change of Control, as applicable, or (c) the Exchanged Option related to such Company Option remained outstanding but unvested as of such Triggering Event or Change of Control, as applicable. The Eligible Company Equityholders with respect to a Triggering Event or a Change of Control shall not include the holder of a Company Option to the extent the Exchanged Option related to such Company Option was forfeited after the Company Merger Effective Time but prior to such Triggering Event or Change of Control, as applicable, regardless of whether, at the time of such forfeiture, the Exchanged Option was vested or unvested.

"**Employee Benefit Plan**" means any plan that is a bonus, stock or share option, stock or share purchase, restricted stock or shares, profit sharing, other equity-based compensation, performance award, incentive, deferred compensation, retiree medical or life insurance, death or disability benefit, supplemental retirement, severance, retention, change in control, employment, consulting, fringe benefit, sick pay and vacation plans or arrangements, medical, deferred compensation or other employee benefit plans, programs, agreements or arrangements, whether written or unwritten, other than, in any case, any statutory plan, program or arrangement that is required under applicable Laws and maintained by any Governmental Authority.

"**Employment Agreement**" has the meaning given to such term in the Recitals.

"**Environmental Law**" means any Law relating to: (i) pollution; (ii) the protection of the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or natural resources; (iii) the sale or marketing of products or services as renewable, green, sustainable, or similar such claims; or (iv) with respect to exposure to hazardous or toxic material, protection of human health and safety.

"**Environmental Permits**" has the meaning given to such term in Section 4.15.

"**Exchange Act**" means the Securities Exchange Act of 1934.

"**Exchange Agent**" has the meaning given to such term in Section 3.03(a).

"**Exchange Fund**" has the meaning given to such term in Section 3.03(a).

"**Exchange Ratio**" means the following ratio (rounded to ten decimal places): (i) the Company Merger Shares divided by (ii) the difference of (A) the Company Outstanding Shares *minus* (B) the number of Company Shares, if any, issued following the date hereof and prior to the Company Merger Effective Time in connection with the transaction described in Item 1 of Section 1.01(c) of the Company Disclosure Letter.

"**Exchanged Option**" has the meaning given to such term in Section 3.02(c).

"**Excluded Company Shares**" has the meaning given to such term in Section 3.02(b)(ii).

"**Export Control and Economic Sanctions Laws**" means those trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures administered or enforced by (i) the United States (including the Arms Export Control Act (22 U.S.C. § 2751, et seq.), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the Export Control Reform Act of 2018 (50 U.S.C. Chapter 58), the Export Administration Act of 1979 (50 U.S.C. Chapter 56), the Export Administration Regulations (15 C.F.R. Parts 730-774), regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 C.F.R. Parts 500-599) and corresponding enabling statutes, including but not limited to the International Emergency Economic Powers Act (50 U.S.C. Chapter 35) and the Trading With the Enemy Act (50 U.S.C. Chapter 53)), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury, or (v) any other Governmental Authority with jurisdiction over the Company or any Company Subsidiary from time to time.

"**FCPA**" means U.S. Foreign Corrupt Practices Act of 1977, as amended.

"**Financial Statement Delivery Date**" has the meaning given to such term in Section 7.19(a).

"**Fraud**" means actual, intentional and knowing fraud with respect to the representations and warranties expressly set forth in this Agreement that is made by the party making such representations and warranties.

"**Go-Forward D&O Insurance**" has the meaning given to such term in Section 7.08(e).

"**Governmental Authority**" has the meaning given to such term in Section 4.05(b).

"**Government Official**" means any officer or employee of a Governmental Authority or a public international organization, or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of such government or department, agency or instrumentality, or for or on behalf of any such public international organization, including: (i) a foreign official as defined by the FCPA, (ii) an officer or employee of a government-owned, -controlled, or -operated enterprise, such as a national oil company, and (iii) any non-U.S. political party or party official, or any candidate for non-U.S. political office.

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

"**Hazardous Materials**" means any petroleum or petroleum products, radioactive materials or wastes, asbestos, polychlorinated biphenyls, per- or polyfluoroalkyl substances, and any other substance, material, or waste defined or regulated as hazardous, toxic, or words of similar import under any Environmental Law.

"**Holdings**" has the meaning given to such term in the Preamble.

"**Holdings A&R Articles**" has the meaning given to such term in Section 7.17.

"**Holdings Articles**" means the memorandum and articles of association of Holdings dated as of July 28, 2021.

"**Holdings Board**" has the meaning given to such term in the Recitals.

"**Holdings Common Shares**" means Holdings Common Shares A and Holdings Common Shares B.

"**Holdings Common Shares A**" means Holdings' Class A ordinary shares of par value US$0.0001 per share.

"**Holdings Common Shares B**" means Holdings' Class B ordinary shares of par value US$0.0001 per share.

"**Holdings Public Company Articles**" has the meaning given to such term in Section 7.17.

"**Holdings Redemption**" has the meaning given to such term in the Recitals.

"**Holdings Shareholder Approval**" has the meaning given to such term in Section 4.04.

"**Holdings Shareholders Agreement**" has the meaning given to such term in the Recitals.

"**Holdings Unit**" means one Holdings Common Shares A and one-third of one SPAC Warrant exercisable for Holdings Common Shares A after giving effect to the SPAC Merger.

"**Holdings Warrant**" has the meaning given to such term in Section 3.02(a)(ii).

"**Hypothetical Convertible Note Conversion**" has the meaning given to such term in Section 2.01(d).

"**IFRS**" has the meaning given to such term in Section 4.07(a).

"**In-the-Money Company Options**" means all Company Options that are unexercised, issued and outstanding as of immediately prior to the Company Merger Effective Time and, if such Company Options were Exchanged Options, would have a per share exercise price of less than $10.00 per share.

"**Intellectual Property**" means any and all proprietary, industrial and intellectual property rights, under the law of any jurisdiction or rights under international treaties, both statutory and common law rights, including: (i) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (iv) trade secrets, know-how (including ideas, formulas, compositions and inventions (whether or not patentable or reduced to practice)), and database rights and (v) Internet domain names and social media accounts.

"**Intended Tax Treatment**" has the meaning given to such term in the Recitals.

"**Intervening Event**" has the meaning given to such term in Section 7.04(a).

"**Key Company Shareholders**" means the persons and entities listed on Section 1.01(a) of the Company Disclosure Letter.

"**Key SPAC Shareholders**" means the persons and entities listed on Section 1.01(a) of the SPAC Disclosure Letter.

"**knowledge**" or "**to the knowledge**" of a person means in the case of the Company, the actual knowledge of each person listed on Section 1.01(b) of the Company Disclosure Letter after reasonable inquiry of the individuals with operational responsibility in the functional area of such person, and in the case of SPAC, the actual knowledge of each person listed on Section 1.01(b) of the SPAC Disclosure Letter after reasonable inquiry.

"**Law**" means any federal, national, state, county, municipal, provincial, local, foreign or multinational, statute, constitution, law (including common law), ordinance, code, decree, order, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"**Lease**" has the meaning given to such term in Section 4.12(b).

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

"**Letter of Transmittal**" has the meaning given to such term in Section 3.03(b)(i).

"**Lien**" means any lien, charge, security interest, mortgage, pledge, adverse claim or other encumbrance of any kind that secures the payment or performance of an obligation (other than those created under applicable securities laws).

"**Lock-Up Agreement**" has the meaning given to such term in the Recitals.

"**Material Contracts**" has the meaning given to such term in Section 4.16(a).

"**Merger Materials**" has the meaning given to such term in Section 7.02(a).

"**Mergers**" has the meaning given to such term in the Recitals.

"**New Board**" has the meaning given to such term in Section 7.16(a).

"**Nonparty Affiliates**" has the meaning given to such term in Section 10.11.

"**Officer**" has the meaning given to such term in Section 7.16(c).

"**Omnibus Incentive Plan**" has the meaning given to such term in Section 7.06.

"**Open Source Software**" means any Software that is licensed pursuant to any license that is a license approved by the open source initiative and listed at http://www.opensource.org/licenses, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL).

"**Outside Date**" has the meaning given to such term in Section 9.01(b).

"**PCAOB**" means the Public Company Accounting Oversight Board and any division or subdivision thereof.

"**Per Share Earnout Consideration**" means, with respect to each Triggering Event (or the date on which a Change of Control occurs as described in Sections 3.04(c)(ii)-3.04(c)(iv)), with respect to each Eligible Company Equityholder, a number of Holdings Common Shares A equal to (i) the sum of (A) the number of Holdings Common Shares A issued in connection with such Triggering Event or Change of Control plus (B) the number of Earnout RSU Shares issued in connection with such Triggering Event or Change of Control, *divided by* (ii) the Company Outstanding Shares.

"**Permitted Liens**" means (i) such imperfections of title, easements, encumbrances, Liens or restrictions that do not materially impair the current use of the Company's or any Company Subsidiary's assets that are subject thereto, (ii) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising in the ordinary course of business, or deposits to obtain the release of such Liens, (iii) Liens for Taxes not yet due and delinquent or, if delinquent, which are being contested in good faith through appropriate actions and for which appropriate reserves have been established in accordance with IFRS or GAAP, as applicable, (iv) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities, (v) non-exclusive licenses (or sublicenses) of Company-Owned IP granted in the ordinary course of business, (vi) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights-of-way and similar restrictions of record) that do not materially interfere with the present uses of such real property, (vii) any (A) statutory Liens in favor of any lessor or landlord, (B) Liens set forth in leases, subleases, easements, licenses, rights of use, rights to access and rights-of-way or (C) Liens benefiting or encumbering any superior estate, right or interest, (viii) any immaterial Liens that are discharged at or prior to the Closing, (ix) any purchase money Liens, equipment leases or similar financing arrangements arising in the ordinary course of business and (x) any Liens that are not, individually or in the aggregate, material to the Company or the Company Subsidiaries, as applicable, taken as a whole.

"**person**" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"**Personal Information**" means any information relating to an identified or identifiable natural person and any similar information or data regulated under applicable data privacy and data protection Laws. For purposes of this definition, an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**PIPE Investment Amount**" means the aggregate dollar amount to be invested by the PIPE Investors pursuant to the Subscription Agreements.

"**PIPE Investors**" has the meaning given to such term in the Recitals.

"**Plan**" has the meaning given to such term in Section 4.10(a).

"**Privacy/Data Security Laws**" means all applicable Laws governing the receipt, collection, use, storage, processing, sharing, security, disclosure, or transfer of Personal Information, or the security of Company's Business Systems, including the General Data Protection Regulation (EU) 2016/679 and Egypt's Personal Data Protection Law No.151 of 2020.

"**Private Placements**" has the meaning given to such term in the Recitals.

"**Proxy Statement**" has the meaning given to such term in Section 7.02(a).

"**Redemption Rights**" means the redemption rights provided for in Sections 165-178 of the SPAC Articles of Association.

"**Registered Intellectual Property**" means all Intellectual Property that is the subject of a registration (or an application for registration) with a Governmental Authority or domain name registrar, including domain names.

"**Registration Rights Agreement**" has the meaning given to such term in the Recitals.

"**Registration Statement**" has the meaning given to such term in Section 7.02(a).

"**Remedies Exceptions**" has the meaning given to such term in Section 4.04.

"**Representatives**" has the meaning given to such term in Section 7.05(a).

"**Required SPAC Proposals**" has the meaning given to such term in Section 7.02(a).

"**Requisite Company Shareholder Approval**" means the requisite consent of the Company's shareholders under the BVI Companies Act, the Company Articles and the Company Existing Shareholders Agreement to approve this Agreement, the BVI Plan of Merger and the Transactions, which shall require either the consent in writing of the holders of not less than (i) two-thirds of the issued Company Common Shares A; (ii) two-thirds of the issued Company Common Shares B; (iii) two-thirds of the issued Company Class A Preferred Shares; (iv) three-fourths of the issued Company Preferred Shares (voting together as a single class); (v) three-fourths of the issued Company Class B Preferred Shares; (vi) three-fourths of the issued Company Class C Preferred Shares; (vii) three-fourths of the issued Company Class D Preferred Shares; and (viii) three-fourths of the issued Company Class D-1 Preferred Shares; **or** the affirmative vote of (i) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of the Company Common Shares A, (ii) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of the Company Common Shares B, (iii) a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of the Company Class A Preferred Shares, (iv) not less than three-fourths of the holders of the Company Preferred Shares present (or represented at) voting at a duly constituted meeting of the holders of the Company Preferred Shares (voting together as a single class), (v) not less than three-fourths of the holders of Company Class B Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class B Preferred Shares, (vi) not less than three-fourths of the holders of Company Class C Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class C Preferred Shares, (vii) not less than three-fourths of the holders of Company Class D Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class D Preferred Shares, and (viii) not less than three-fourths of the holders of Company Class D-1 Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class D-1 Preferred Shares.

"**Requisite SPAC Shareholder Approval**" has the meaning given to such term in Section 5.04.

"**Sanctioned Jurisdiction**" means any country, state, territory or region which is subject to comprehensive economic or trade restrictions under applicable Export Control and Economic Sanctions Laws, which may change from time to time (which includes, as of the date hereof, Cuba, Iran, North Korea, Syria, and the Crimea region).

"**Sanctioned Person**" means at any time (i) any person listed on any sanctions-related list of designated or blocked persons, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List of the U.S. Department of the Treasury's Office of Foreign Assets Control; the Denied Persons, Entity, or Unverified Lists of the U.S. Department of Commerce's Bureau of Industry and Security; the Debarred List of the U.S. Department of State's Directorate of Defense Trade Controls; any list of sanctioned persons administered and maintained by the U.S. Department of State relating to nonproliferation, terrorism, Cuba, Iran, or Russia; and any similar lists of other jurisdictions to the extent applicable to the Company, (ii) the government of, or any person resident in or organized under the laws of a Sanctioned Jurisdiction, or (iii) any person majority-owned or controlled by any of the foregoing.

"**SEC**" has the meaning given to such term in Section 5.07(a).

"**Securities Act**" has the meaning given to such term in Section 4.05(b).

"**Selected Stock Exchange**" means the Nasdaq Global Market or, if Holdings does not qualify for such market, the Nasdaq Capital Market, or any other public stock market or exchange in the United States as may be mutually agreed by the Company and SPAC.

"**Service Provider**" means any employee, officer, director, individual independent contractor or individual consultant of the Company or any Company Subsidiary.

"**Software**" means all computer programs, applications, middleware, firmware, or other computer software (in object code, bytecode or source code format) and related documentation.

"**SPAC**" has the meaning given to such term in the Preamble.

"**SPAC Alternative Transaction**" has the meaning given to such term in Section 7.01(d).

"**SPAC Articles of Association**" means the Amended and Restated Memorandum and Articles of Association of the SPAC, adopted by special resolution dated January 19, 2021.

"**SPAC Board**" has the meaning given to such term in the Recitals.

"**SPAC Class A Ordinary Shares**" means SPAC's Class A ordinary shares, par value US$0.0001 per share.

"**SPAC Class B Ordinary Shares**" means SPAC's Class B ordinary shares, par value US$0.0001 per share.

"**SPAC Consideration**" means (i) the Holdings Common Shares A issuable to holders of SPAC Class A Ordinary Shares, (ii) the Holdings Common Shares B issuable to holders of SPAC Class B Ordinary Shares, (iii) the Holdings Warrants (or fraction thereof) issuable to holders of SPAC Warrants (or fraction thereof) and (iv) without duplication of the foregoing, the Holdings Units issuable to holders of SPAC Units, in each case in accordance with Section 3.02(a).

"**SPAC D&O Indemnitees**" has the meaning given to such term in Section 7.08(b).

"**SPAC D&O Insurance**" has the meaning given to such term in Section 7.08(d).

"**SPAC Designee**" has the meaning given to such term in Section 7.16(b).

"**SPAC Disclosure Letter**" has the meaning given to such term in Article V.

"**SPAC Expenses**" means all reasonable and documented third-party, out-of-pocket fees and expenses, commissions or other amounts incurred by or on behalf of, or otherwise payable by, SPAC and its Subsidiaries in connection with the negotiation, preparation or execution of this Agreement or any other Transaction Document, the performance of its covenants or agreements in this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby or thereby, including (i) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants or other agents or service providers of SPAC or its Subsidiaries, and (ii) any other fees, expenses or other amounts that are expressly allocated to SPAC or its Subsidiaries pursuant to this Agreement or any other Transaction Document, in each case including applicable Taxes. Notwithstanding anything to the contrary herein, SPAC Expenses shall not include any Company Expenses.

"**SPAC Independent Designee**" has the meaning given to such term in Section 7.16(b).

"**SPAC Material Adverse Effect**" means any event, circumstance, change or effect (collectively "**Effect**") that, individually or in the aggregate with all other Effects, (i) has had or would reasonably be expected to have a

material adverse effect on the business, financial condition, assets, liabilities or operations of SPAC or (ii) would reasonably be expected to prevent, materially delay or materially impede the performance by SPAC or BVI Merger Sub of their respective obligations under this Agreement or the consummation of the Transactions; *provided*, *however*, that none of the following, and none of the Effects resulting therefrom, shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether there has been or will be, a SPAC Material Adverse Effect for purposes of clause (i) of this definition: (a) any change or proposed change in or change in the interpretation of any Law, GAAP or IFRS; (b) Effects generally affecting the industries or geographic areas in which SPAC operates; (c) any change in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date hereof, and including any impact of such pandemics on the health of any officer, employees or consultant of SPAC); (e) any actions taken or not taken by SPAC or BVI Merger Sub as required by this Agreement or at the written request of, or with the written consent of, the Company; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Mergers or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities) (*provided* that this clause (f) shall not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from this Agreement or the consummation of the Transactions); or (g) the accounting treatment of the SPAC Warrants, except in the cases of clauses (a) through (d) to the extent that SPAC is disproportionately affected thereby as compared with other participants in the industry in which SPAC operates (in which case only the incremental disproportionate impact may be taken into account). Notwithstanding the foregoing, the amount of redemptions from the Trust Fund pursuant to the exercise of Redemption Rights shall not be deemed to be a SPAC Material Adverse Effect.

"**SPAC Merger**" has the meaning given to such term in the Recitals.

"**SPAC Merger Certificate**" means a certificate of the Company, dated as of the SPAC Merger Date, signed by a director or officer of the Company, certifying that: (i) the representations and warranties of the Company contained in (a) Sections 4.01, 4.02, 4.03(e), 4.03(f), 4.04, 4.14(l), and 4.22, in each case solely with respect to Holdings and Cayman Merger Sub, are true and correct in all material respects (without giving effect to any "materiality," "Company Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the SPAC Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly shall be so made as of an earlier date, in which case such representation and warranty is true and correct as of such specified date), (b) Sections 4.05, 4.08(d), 4.18(b) and 4.18(c), in each case solely with respect to Holdings and Cayman Merger Sub, are true and correct in all respects (without giving effect to any "materiality," "Company Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the SPAC Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date), except where the failures of any such representations and warranties in this clause (b) to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect, and (c) Sections 4.08(a) and 4.08(b), in each case solely with respect to Holdings and Cayman Merger Sub, are true and correct in all respects as of the SPAC Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly shall be so made as of an earlier date, in which case such representation and warranty is true and correct as of such specified date) and (ii) the Company, Holdings and Cayman Merger Sub have performed or complied in all material respects with the agreements and covenants set forth in Sections 6.03, 7.03(b) and 7.03(c) prior to the SPAC Merger Effective Time.

"**SPAC Merger Conditions Precedent**" means the conditions set forth in Section 8.01(b) through Section 8.01(f), in each case, with respect to the SPAC Merger.

"**SPAC Merger Date**" has the meaning given to such term in Section 2.02(a).

"**SPAC Merger Effective Time**" has the meaning given to such term in Section 2.02(a).

"**SPAC Organizational Documents**" means the SPAC Articles of Association, the Trust Agreement and the SPAC Warrant Agreement, in each case as amended, modified or supplemented from time to time.

"**SPAC Permit**" has the meaning given to such term in Section 5.06.

"**SPAC Preferred Stock**" has the meaning given to such term in Section 5.03(a).

"**SPAC Recommendation**" has the meaning given to such term in Section 7.04(a).

"**SPAC Related Party**" has the meaning given to such term in Section 5.17(a).

"**SPAC Related Party Transactions**" has the meaning given to such term in Section 5.17(a).

"**SPAC SEC Reports**" has the meaning given to such term in Section 5.07(a).

"**SPAC Shareholder Support Agreement**" has the meaning given to such term in the Recitals.

"**SPAC Shareholders' Meeting**" has the meaning given to such term in Section 7.02(a).

"**SPAC Shares**" means the SPAC Class A Ordinary Shares and the SPAC Class B Ordinary Shares.

"**SPAC Surviving Company**" has the meaning given to such term in the Recitals.

"**SPAC Surviving Company Articles**" has the meaning given to such term in Section 2.04(a).

"**SPAC Unit**" means one SPAC Class A Ordinary Share and one-third of one SPAC Warrant.

"**SPAC Warrant Agreement**" means that certain warrant agreement dated January 19, 2021, by and between SPAC and Continental Stock Transfer & Trust Company, as amended, modified or supplemented from time to time.

"**SPAC Warrants**" means whole warrants to purchase SPAC Class A Ordinary Shares as contemplated under the SPAC Warrant Agreement, with each whole warrant exercisable for one SPAC Class A Ordinary Share at an exercise price of $11.50.

"**Sponsor**" has the meaning given to such term in the Recitals.

"**Sponsor Agreement**" has the meaning given to such term in the Recitals.

"**Subscription Agreements**" has the meaning given to such term in the Recitals.

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

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

"**Tax Authority**" means any Governmental Authority responsible for the collection, imposition or administration of Taxes or Tax Returns.

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

"**Terminating Company Breach**" has the meaning given to such term in Section 9.01(f).

"**Terminating SPAC Breach**" has the meaning given to such term in Section 9.01(g).

"**Trading Day**" means any day on which Holdings Common Shares A are actually traded on the Selected Stock Exchange (or the exchange on which Holdings Common Shares A are then listed).

"**Transaction Documents**" means this Agreement, including all Schedules and Exhibits hereto, the Company Disclosure Letter, the SPAC Disclosure Letter and the Ancillary Agreements.

"**Transactions**" means the transactions contemplated by this Agreement and the Transaction Documents.

"**Transfer Taxes**" has the meaning given to such term in Section 7.15(b).

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

"**Triggering Event I**" means the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which the Holdings Common Shares A are then listed) is greater than or equal to $12.50 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Event II**" means the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which the Holdings Common Shares A are then listed) is greater than or equal to $15.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Event III**" means the date on which the daily volume-weighted average sale price of one Holdings Common Share A quoted on the Selected Stock Exchange (or the exchange on which the Holdings Common Shares A are then listed) is greater than or equal to $17.50 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Events**" means Triggering Event I, Triggering Event II and Triggering Event III, collectively.

"**Trust Account**" has the meaning given to such term in Section 5.12.

"**Trust Agreement**" has the meaning given to such term in Section 5.12.

"**Trust Fund**" has the meaning given to such term in Section 5.12.

"**Trustee**" has the meaning given to such term in Section 5.12.

"**Unaudited Annual Financial Statements**" has the meaning given to such term in Section 4.07(a).

"**Unit Separation**" has the meaning given to such term in Section 3.01.

"**Virtual Data Room**" means the virtual data room established by the Company, access to which was given to SPAC in connection with its due diligence investigation of the Company relating to the Transactions.

"**Willful Breach**" means a material breach that is a consequence of an act undertaken or a failure to act by the breaching party hereto with the knowledge that the taking of such act or such failure to act would, or would reasonably be expected to, constitute or result in a breach of this Agreement.

"**Written Consent Failure**" has the meaning given to such term in Section 9.01(e).

"**Written Consents**" has the meaning given to such term in Section 7.03(a).

SECTION 1.02. Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the definitions contained in this Agreement are applicable to the other grammatical forms of such terms, (iv) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (v) the terms "Article," "Section," "Schedule" and "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (vi) the word "including" means "including without limitation," (vii) the word "or" shall be disjunctive but not exclusive, (viii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto, (ix) references to any Law shall include all rules and regulations promulgated thereunder and references to any Law shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law, (x) the phrase "made available" when used in this Agreement with respect to the Company means that the information or materials referred to have been posted to the Virtual Data Room in each case, on or prior to 5:00pm Eastern Time on July 26, 2021, (xi) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if", (xii) the word "will" shall be construed to have the same meaning and effect as the word "shall" and (xiii) the words "date hereof" when used in this Agreement shall refer to the date of this Agreement.

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

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

(d) All accounting terms used herein and not expressly defined herein shall (i) when used with respect to the Company and the Company Subsidiaries, have the meanings given to them under IFRS and (ii) when used with respect to SPAC and its Subsidiaries, have the meanings given to them under GAAP.

(e) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) References in Articles V through X to (i) "SPAC" shall refer to Queens' Gambit Growth Capital for all periods prior to the completion of the SPAC Merger and to SPAC Surviving Company for all periods after the completion of the SPAC Merger; *provided* that the foregoing shall not apply to the representations and warranties set forth in Sections 5.03 5.04, 5.05 and 5.10, and (ii) "SPAC Class A Ordinary Shares," "SPAC Class B Ordinary Shares," "SPAC Warrants" and "SPAC Units" shall refer to such securities solely for periods prior to the SPAC Merger.

ARTICLE II

THE TRANSACTIONS

SECTION 2.01. The Transactions.

(a) Upon the terms and subject to the conditions set forth in this Article II and in accordance with the Cayman Companies Act, on the SPAC Merger Date at the SPAC Merger Effective Time, SPAC, being a constituent party for the purpose of the Cayman Companies Act, shall be merged with and into Cayman Merger Sub, being a constituent party for the purpose of the Cayman Companies Act. As a result of and following the SPAC Merger, (i) the separate corporate existence of SPAC shall cease, (ii) Cayman Merger Sub shall continue as the surviving company (for the purposes of the Cayman Companies Act) of the SPAC Merger as a wholly owned Subsidiary of Holdings (*provided* that references to SPAC or Cayman Merger Sub herein for periods after the SPAC Merger Effective Time shall include the SPAC Surviving Company), and (iii) Cayman Merger Sub shall become the sole owner of all of the issued and outstanding BVI Merger Sub Common Shares.

(b) Upon the terms and subject to the conditions set forth in this Article II, on the SPAC Merger Date at the SPAC Merger Effective Time and concurrently with the consummation of the SPAC Merger, Holdings shall redeem each Holdings Common Share issued and outstanding immediately prior to the SPAC Merger (all of which are and shall be at the SPAC Merger Effective Time directly held by the Company) for par value. The Company, by execution of this Agreement, provides its written consent to such redemption for the purposes of the BVI Companies Act (the "**Company Redemption Consent**").

(c) Upon the terms and subject to the conditions set forth in this Article II and in Article VIII, following the SPAC Merger Date, on or prior to the Closing Date and prior to the Company Merger Effective Time, Cayman Merger Sub shall distribute, transfer, convey, assign and deliver to Holdings, as the sole shareholder of Cayman Merger Sub, and Holdings shall accept and acquire, all of the BVI Merger Sub Common Shares.

(d) Upon the terms and subject to the conditions set forth in this Article II and in Article VIII and the Company Transaction Support Agreement on the Closing Date and concurrently with the consummation of the Company Merger at the Company Merger Effective Time:

(i) the Company Convertible Notes, other than any Company Exchangeable Notes, shall convert into the right to receive Holdings Common Shares A as if such Company Convertible Notes had first converted into Company Common Shares A in connection with a "SPAC Transaction" as defined in and in accordance with Section 2.3 of the terms of such Company Convertible Notes immediately prior to the Company Merger Effective Time (the hypothetical conversion of such Company Convertible Notes into Company Common Shares A, the "**Hypothetical Convertible Note Conversion**") and immediately thereafter each such Company Common Share A was canceled, extinguished and converted into the right to receive a number of Holdings Common Shares A equal to the Exchange Ratio; and

(ii) each Company Exchangeable Note shall be exchanged for the number of Holdings Common Shares A issuable in exchange therefor in connection with a "De-SPAC Completion Exchange" as defined in and in accordance with the terms of such Company Exchangeable Note

(the conversion or exchange of such Company Convertible Notes directly into Holdings Common Shares A pursuant to this Section 2.01(d), the "**Convertible Note Conversion**"). As a result of the Convertible Note Conversion and in accordance with the terms of the Company Convertible Notes and the Company Transaction Support Agreement, the Company Convertible Notes shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each former holder of Company Convertible Notes shall thereafter cease to have any rights with respect to such Company Convertible Notes (including any rights to acquire Company Shares upon conversion or exchange thereof).

(e) Upon the terms and subject to the conditions set forth in this Article II and in Article VIII and in accordance with the Subscription Agreements, on the Closing Date and prior to or substantially concurrent with the consummation of the Company Merger and the Company Merger Effective Time, Holdings will consummate the Private Placements.

(f) Upon the terms and subject to the conditions set forth in this Article II and in Article VIII and in accordance with the BVI Companies Act, on the Closing Date at the Company Merger Effective Time, BVI Merger Sub, being a constituent party for the purpose of the BVI Companies Act, shall be merged with and into the Company, being a constituent party for the purpose of the BVI Companies Act. As a result of the Company Merger, the separate corporate existence of BVI Merger Sub shall cease, and the Company shall continue as the surviving company (for the purposes of the BVI Companies Act) of the Company Merger as a wholly owned Subsidiary of Holdings (*provided* that references to the Company or BVI Merger Sub herein for periods after the Company Merger Effective Time shall include the Company Surviving Company).

(g) Upon the terms and subject to the conditions set forth in this Article II and in Article VIII, on the Closing Date at the Company Merger Effective Time, in accordance with the Holdings A&R Articles, each Holdings Common Share B that is outstanding immediately prior to the Company Merger Effective Time shall be converted, on a one-for-one basis, into one Holdings Common Share A.

(h) At or prior to the SPAC Merger Effective Time and the Company Merger Effective Time (as applicable), the parties hereto and their respective boards, as applicable, shall adopt any resolutions and take any similar actions that are necessary to effectuate the Transactions.

SECTION 2.02. Effective Times; Closing.

(a) Subject only to (a) SPAC's prior receipt from the Company of the SPAC Merger Certificate and (b) the satisfaction or waiver of the SPAC Merger Conditions Precedent, the parties hereto (as relevant) shall execute a plan of merger in compliance with the Cayman Companies Act and substantially in form and substance of Exhibit E hereto (the "**Cayman Plan of Merger**") and the relevant parties hereto shall file the Cayman Plan of Merger and other documents required under the Cayman Companies Act to effect the SPAC Merger with the Registrar of Companies of the Cayman Islands. The SPAC Merger shall become effective upon the date and time of registration of the Cayman Plan of Merger by the Registrar of Companies of the Cayman Islands or at such later date and time as may be agreed by the Company and SPAC and specified in the Cayman Plan of Merger in accordance with the Cayman Companies Act (such time, the "**SPAC Merger Effective Time**"). The date on which the SPAC Merger Effective Time occurs is referred to herein as the "**SPAC Merger Date**". The Company shall deliver the SPAC Merger Certificate (i) promptly upon SPAC's request or (ii) if not previously requested by SPAC, on the Business Day prior to the time the Closing is required to occur pursuant to Section 2.02(b) (without giving effect to the condition set forth in Section 8.01(h)).

(b) No earlier than one (1) Business Day after the SPAC Merger Date, and no later than three (3) Business Days after the satisfaction (or, to the extent permitted by Law, waiver by the parties hereto entitled to the benefit

thereof in accordance with the terms of this Agreement) of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or, if permissible, waiver of such conditions at the Closing), the parties hereto (as relevant) shall execute a plan of merger (the "**BVI Plan of Merger**") and articles of merger (the "**BVI Articles of Merger**") in compliance with applicable Law and substantially in form and substance of Exhibit F hereto and the relevant parties hereto shall instruct the registered agent of the Company and the registered agent of BVI Merger Sub to file the BVI Articles of Merger and other documents required under the BVI Companies Act to effect the Company Merger with the Registrar of Corporate Affairs of the British Virgin Islands. The Company Merger shall become effective upon the time of registration of the BVI Articles of Merger by the Registrar of Corporate Affairs of the British Virgin Islands or at such later date and time as may be agreed by the Company and SPAC and specified in the BVI Articles of Merger in accordance with the BVI Companies Act (such time, the "**Company Merger Effective Time**"). The consummation of the Company Merger is referred to herein as the "**Closing**" and the date on which the Company Merger Effective Time occurs is referred to herein as the "**Closing Date**".

(c) For the avoidance of doubt, the Holdings Redemption, the SPAC Merger, the SPAC Merger Date and the SPAC Merger Effective Time shall all occur at least one (1) Business Day prior to, and be independent of, the Closing, the Closing Date and the Company Merger Effective Time.

SECTION 2.03. Effects of the Mergers.

(a) At the SPAC Merger Effective Time, the effect of the SPAC Merger shall be as provided in this Agreement, the Cayman Plan of Merger and the applicable provisions of the Cayman Companies Act. Without limiting the generality of the foregoing, and subject thereto, at the SPAC Merger Effective Time, all the property, rights, agreements, privileges, immunities, powers, franchises, licenses and authority of SPAC and Cayman Merger Sub shall vest in the SPAC Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of SPAC and Cayman Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the SPAC Surviving Company (including all rights and obligations with respect to the Trust Account).

(b) At the Company Merger Effective Time, the effect of the Company Merger shall be as provided in this Agreement, the BVI Plan of Merger and the BVI Articles of Merger and the applicable provisions of the BVI Companies Act. Without limiting the generality of the foregoing, and subject thereto, at the Company Merger Effective Time, all the property, rights, agreements, privileges, immunities, powers, franchises, licenses and authority of the Company and BVI Merger Sub shall vest in the Company Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and BVI Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Company Surviving Company.

SECTION 2.04. Memorandum and Articles of Association of the Surviving Company.

(a) At the SPAC Merger Effective Time, in accordance with the Cayman Plan of Merger, the memorandum and articles of association of Cayman Merger Sub, as in effect immediately prior to the SPAC Merger Effective Time, shall become the memorandum and articles of association of the SPAC Surviving Company, (the "**SPAC Surviving Company Articles**") until thereafter amended in their entirety in accordance with applicable Law and such SPAC Surviving Company Articles.

(b) At the Company Merger Effective Time, in accordance with the BVI Articles of Merger, the memorandum and articles of association of the Company Surviving Company shall be amended in form and substance to as set forth on Exhibit G hereto (the "**Company Surviving Company Articles**") until thereafter amended in their entirety in accordance with applicable Law and such Company Surviving Company Articles.

SECTION 2.05. Directors and Officers of the Surviving Company.

(a) The parties hereto will take all requisite action such that the directors and officers of SPAC as of immediately prior to the SPAC Merger Effective Time continue as the initial directors and officers of the SPAC Surviving Company immediately after the SPAC Merger Effective Time, each to hold office in accordance with the provisions of the Cayman Companies Act and the SPAC Surviving Company Articles until their respective successors are duly elected or appointed and qualified, as applicable.

(b) The parties hereto will take all requisite action such that the directors and officers of the Company as of immediately prior to the Company Merger Effective Time continue as the initial directors and officers of the Company Surviving Company immediately after the Company Merger Effective Time, each to hold office in accordance with the provisions of the BVI Companies Act and the Company Surviving Company Articles until their respective successors are duly elected or appointed and qualified, as applicable.

ARTICLE III

EFFECTS OF THE MERGERS

SECTION 3.01. Unit Separation. At the Company Merger Effective Time, the Holdings Common Shares A and the Holdings Warrants comprising each existing and outstanding Holdings Unit immediately prior to the Company Merger Effective Time shall be automatically separated (the "**Unit Separation**") in accordance with the Holdings A&R Articles.

SECTION 3.02. Conversion of Securities.

(a) At the SPAC Merger Effective Time:

(i) by virtue of the SPAC Merger and without any action on the part of SPAC, Cayman Merger Sub, BVI Merger Sub, the Company, Holdings or the holders of any of the following securities:

(A) each Cayman Merger Sub Common Share issued and outstanding immediately prior to the SPAC Merger Effective Time shall be automatically converted into one share of the SPAC Surviving Company, which shall constitute the only outstanding shares of the SPAC Surviving Company;

(B) each SPAC Class A Ordinary Share issued and outstanding immediately prior to the SPAC Merger Effective Time shall be automatically canceled, extinguished and converted into the right to receive one Holdings Common Share A; and

(C) each SPAC Class B Ordinary Share issued and outstanding immediately prior to the SPAC Merger Effective Time shall be automatically canceled, extinguished and converted into the right to receive one Holdings Common Share B;

(ii) each fraction of or whole SPAC Warrant issued and outstanding and unexercised immediately prior to the SPAC Merger Effective Time shall automatically, without any action on the part of the holder thereof, be assumed and converted into a fraction or whole warrant, as the case may be, to acquire (in the case of a whole warrant) one Holdings Common Share A, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrant (or fraction held thereof) immediately prior to the SPAC Merger Effective Time, taking into account any changes thereto by reason of this Agreement or the Transactions (each such resulting warrant, a "**Holdings Warrant**"). Accordingly, effective as of the SPAC Merger Effective Time: (A) each whole SPAC Warrant shall be exercisable solely for Holdings Common Shares A; (B) the number of shares of Holdings Common Shares A subject to each such Holdings Warrant shall be equal to the number of SPAC Shares subject to the applicable SPAC Warrant and (C) the per share exercise price for Holdings Common Shares A issuable upon exercise of such Holdings Warrant shall be equal to the per share exercise price for SPAC Shares subject to the applicable SPAC Warrant as in effect immediately prior to the SPAC Merger Effective Time. Holdings shall take all corporate action necessary to reserve for future issuance, and shall maintain such

reservation for so long as any of the Holdings Warrants remain outstanding, a sufficient number of Holdings Common Shares A for delivery upon the exercise of such Holdings Warrants; and

(iii) without duplication of Sections 3.02(a)(i) and 3.02(a)(ii), each SPAC Unit (comprised of one SPAC Class A Ordinary Share and one-third of one SPAC Warrant) existing and outstanding immediately prior to the SPAC Merger Effective Time shall be automatically canceled, extinguished and converted into one Holdings Unit, comprised of one Holdings Common Share A and one-third of one Holdings Warrant.

(b) At the Company Merger Effective Time, by virtue of the Company Merger and without any action on the part of BVI Merger Sub, the Company, Holdings or the holders of any of the following securities:

(i) each BVI Merger Sub Common Share issued and outstanding immediately prior to the Company Merger Effective Time shall be automatically canceled, extinguished and converted into one share of no par value in the Company Surviving Company in accordance with this Agreement and the BVI Plan of Merger, which shall constitute the only issued and outstanding shares of the Company Surviving Company;

(ii) all Company Shares that are held in the treasury of the Company immediately prior to the Company Merger Effective Time ("**Excluded Company Shares**") shall be automatically canceled and extinguished, and no consideration shall be delivered or deliverable in exchange therefor; and

(iii) subject to Section 3.07(b), each Company Share issued and outstanding immediately prior to the Company Merger Effective Time (excluding any Excluded Company Shares) shall be automatically canceled, extinguished and converted into the right to receive (A) a number of Holdings Common Shares A equal to the Exchange Ratio (the aggregate amount of consideration payable to holders of Company Shares pursuant to this clause (A) together with the aggregate amount of consideration payable to holders of Company Convertible Notes pursuant to the Convertible Note Conversion, the "**Company Closing Consideration**") and (B) upon a Triggering Event (or the date on which a Change of Control occurs as described in Sections 3.04(c)(ii)-3.04(c)(iv)), the applicable Per Share Earnout Consideration (with any fractional share to which any holder of Company Shares would otherwise be entitled rounded down to the nearest whole share) in accordance with Section 3.04, in each case without interest.

(c) Each Company Option that is outstanding and unexercised as of immediately prior to the Company Merger Effective Time, whether or not vested, shall be assumed and converted into an option to purchase a number of Holdings Common Shares A (such option, an "**Exchanged Option**") equal to (i) the number of Company Common Shares B subject to such Company Option (assuming payment in cash of the exercise price of such Company Option) immediately prior to the Company Merger Effective Time, *multiplied by* (ii) the Exchange Ratio (such product rounded down to the nearest whole share), at an exercise price per share (rounded up to the nearest whole cent) equal to (A) the exercise price per share of such Company Option immediately prior to the Company Merger Effective Time, *divided by* (B) the Exchange Ratio; *provided* that to the extent necessary to avoid any Taxes or penalties as a result of Section 409A of the Code, the exercise price and number of Holdings Common Shares A purchasable pursuant to the Exchanged Options shall be determined in a manner consistent with the requirements of Section 409A of the Code. In addition, at the Company Merger Effective Time, each holder of an Exchanged Option shall receive Earnout RSUs in respect of a number of Earnout RSU Shares in accordance with Section 3.04(h), equal to (i) the number of Company Common Shares B subject to such Company Option (assuming payment in cash of the exercise price of such Company Option) immediately prior to the Company Merger Effective Time *multiplied by* (ii) the Per Share Earnout Consideration. Except as specifically provided above, following the Company Merger Effective Time, each Exchanged Option shall continue to be governed by the same terms and conditions (including vesting and exercisability terms) as were applicable to the corresponding Company Option immediately prior to the Company Merger Effective Time, except to the extent such terms or conditions are rendered inoperative by the Mergers or any related transactions.

SECTION 3.03. Exchange Procedures.

(a) Exchange Agent. Following the SPAC Merger Effective Time but prior to the Company Merger Effective Time, Holdings shall cause to be transferred or deposited into a balance account (or the applicable

equivalent), with an exchange agent designated by Holdings and reasonably satisfactory to SPAC (the "**Exchange Agent**"), for the benefit of the holders of Company Shares and Company Convertible Notes (giving effect to the Convertible Note Conversion), the number of Holdings Common Shares A sufficient to deliver the Company Closing Consideration pursuant to this Agreement (such Holdings Common Shares A together with any dividends or distributions with respect thereto pursuant to Section 3.03(c), being hereinafter referred to as the "**Exchange Fund**"). Holdings shall cause the Exchange Agent, pursuant to irrevocable instructions, to pay the Company Closing Consideration out of the Exchange Fund in accordance with this Agreement. Except as contemplated by Section 3.03(c), the Exchange Fund shall not be used for any other purpose.

(b) Exchange Procedures for Company Shares Evidenced by Certificates; Exchange Procedures for Company Shares in Book-Entry.

(i) As promptly as practicable after the Company Merger Effective Time, if required by the Exchange Agent, Holdings shall use its reasonable best efforts to cause the Exchange Agent to mail to each holder of Company Shares evidenced by certificates (the "**Certificates**") entitled to receive the applicable Company Closing Consideration pursuant to Section 3.02: a letter of transmittal, which shall be in a form reasonably acceptable to SPAC and the Company (the "**Letter of Transmittal**") and shall specify (A) that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent, and (B) instructions for use in effecting the surrender of the Certificates pursuant to the Letter of Transmittal. Prior to the Company Merger Effective Time, Holdings shall enter into an agreement with the Exchange Agent providing that, following the surrender to the Exchange Agent of all Certificates held by such holder for cancellation (but in no event prior to the Company Merger Effective Time), together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may be required pursuant to such instructions, the holder of such Certificates shall be entitled to receive in exchange therefor, and the Exchange Agent shall deliver, the applicable Company Closing Consideration in accordance with the provisions of Section 3.02(b), and the Certificate so surrendered shall forthwith be cancelled. Until surrendered as contemplated by this Section 3.03, each Certificate entitled to receive the applicable Company Closing Consideration in accordance with Section 3.02(b) shall be deemed at all times after the Company Merger Effective Time to represent only the right to receive upon such surrender the applicable Company Closing Consideration and any additional Per Share Earnout Consideration that such holder is entitled to receive in accordance with the provisions of Section 3.02(b).

(ii) Holdings shall use its reasonable best efforts to cause the Exchange Agent to issue to the holders of the Company Shares that are, in each case, represented by book entry the applicable Company Closing Consideration, as the case may be, in accordance with the provisions of Sections 3.02(a) and 3.02(b), without such holders being required to deliver a Certificate or Letter of Transmittal to the Exchange Agent.

(c) Distributions with Respect to Unexchanged Certificates. No dividends or other distributions declared or made after the Company Merger Effective Time with respect to Holdings Common Shares with a record date after the Company Merger Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the Holdings Common Shares represented thereby until the holder of such Certificate shall surrender such Certificate in accordance with Section 3.03(b). Subject to the effect of escheat, Tax or other applicable Laws, following surrender of any such Certificate, Holdings shall pay or cause to be paid or cause the Exchange Agent to pay to the holder of the Holdings Common Shares issued in exchange therefor, without interest, (i) promptly, but in any event within five (5) Business Days of such surrender, the amount of dividends or other distributions with a record date after the Company Merger Effective Time and theretofore paid with respect to such Holdings Common Shares, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Company Merger Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such Holdings Common Shares.

(d) No Further Rights in Company Shares. Except for the Per Share Earnout Consideration set forth in Section 3.04, the Company Closing Consideration payable upon conversion of the Company Shares and the

Company Convertible Notes pursuant to Sections 3.02(b) and 3.03(l) shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such Company Shares and the Company Convertible Notes.

(e) Adjustments to the Company Closing Consideration. The Company Closing Consideration to be issued in accordance with Section 3.02 shall be adjusted to reflect appropriately the effect of any stock split or share division, reverse stock or share split, stock or share dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Company Shares occurring on or after the date hereof and prior to the Company Merger Effective Time, as applicable; *provided*, *however*, that this Section 3.03(e) shall not be construed to permit the Company to take any actions with respect to its securities that is prohibited by this Agreement.

(f) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of Company Shares or Company Convertible Notes for one (1) year after the Closing Date shall be delivered to Holdings, upon demand, and any holders of Company Shares who have not theretofore complied with this Section 3.03 shall thereafter look only to Holdings for the applicable Company Closing Consideration, other than as provided in Section 3.04. Any portion of the Exchange Fund remaining unclaimed by holders of the Company Shares or Company Convertible Notes as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any government entity shall, to the extent permitted by applicable law, become the property of Holdings free and clear of any claims or interest of any person previously entitled thereto.

(g) No Liability. None of the Exchange Agent, the SPAC Surviving Company, the Company Surviving Company or Holdings shall be liable to any holder of Company Shares for any Holdings Common Shares (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 3.03.

(h) Withholding Rights. Notwithstanding anything in this Agreement to the contrary, each of Holdings and the Exchange Agent shall be entitled to deduct and withhold from amounts (including shares, warrants, options or other property) otherwise payable, issuable or transferable pursuant to this Agreement, such amounts as it is required to deduct and withhold with respect to such payment, issuance or transfer under the United States Internal Revenue Code of 1986 (the "**Code**") or any provision of state, local or non-U.S. Tax Law. If the applicable withholding agent intends to withhold any Taxes from any amounts payable to holders of equity interests in SPAC or the Company (other than with respect to any withholding on amounts treated as compensation for applicable Tax purposes), the applicable withholding agent shall use reasonable best efforts to provide prior notice of such withholding to the party in respect of whom such withholding is required as soon as reasonably practicable after it determines withholding is required, and shall reasonably cooperate to reduce or eliminate such withholding to the extent permissible under applicable Law. To the extent that amounts are deducted or withheld consistent with this Section 3.03(h) and timely paid to the applicable Governmental Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid, issued or transferred to the person in respect of which such deduction and withholding was made.

(i) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent or, solely in respect of Earnout Shares issuable pursuant to Section 3.04, Holdings, will issue or cause to be issued in exchange for such lost, stolen or destroyed Certificate, the applicable Company Closing Consideration or Per Share Earnout Consideration that such holder is otherwise entitled to receive pursuant to, and in accordance with, the provisions of Sections 3.02(b) or 3.04, as applicable.

(j) Fractional Shares. No certificates or scrip or shares representing fractional Holdings Common Shares shall be issued upon the exchange of Company Shares and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a shareholder of Holdings or a holder of Holdings Common Shares. In lieu of any fractional Holdings Common Share to which any holder of Company Shares would otherwise be

entitled in connection with the payment of the Company Closing Consideration or the Per Share Earnout Consideration, as applicable, the Exchange Agent shall round up or down to the nearest whole Holdings Common Share. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

(k) SPAC Warrants. In connection with the SPAC Merger, Holdings and SPAC shall, and shall use reasonable best efforts to cause Continental Stock Transfer & Trust Company to, enter into an assignment and assumption agreement in customary form and substance reasonably acceptable to the Company, SPAC and Continental Stock Transfer & Trust Company, pursuant to which SPAC will assign to Holdings all of its rights, interests and obligations in and under the SPAC Warrant Agreement as of the SPAC Merger Effective Time to reflect the assumption of the SPAC Warrants by Holdings as set forth in Section 3.02(a)(ii).

(l) Exchange Procedures for Company Convertible Notes for Holdings Common Shares A. As promptly as practicable after the Company Merger Effective Time, if required by the Exchange Agent, Holdings shall use its reasonable best efforts to cause the Exchange Agent to mail to each holder of Company Convertible Notes entitled to receive Holdings Common Shares A: a Letter of Transmittal and shall specify (A) that delivery shall be effected, and risk of loss and title to the Company Convertible Notes shall pass, only upon proper delivery of the Company Convertible Notes to the Exchange Agent, and (B) instructions for use in effecting the surrender of the Company Convertible Notes pursuant to the Letter of Transmittal. Prior to the Company Merger Effective Time, Holdings shall enter into an agreement with the Exchange Agent providing that, following the surrender to the Exchange Agent of all Company Convertible Notes held by such holder for cancellation (but in no event prior to the Company Merger Effective Time), together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may be required pursuant to such instructions, the holder of such Company Convertible Note shall be entitled to receive in exchange therefor, and the Exchange Agent shall deliver, the applicable Holdings Common Shares A, and the Company Convertible Note so surrendered shall forthwith be cancelled. Until surrendered as contemplated by this Section 3.03, each Company Convertible Note entitled to receive the applicable Holdings Common Shares A shall be deemed at all times after the Company Merger Effective Time to represent only the right to receive upon such surrender the applicable Holdings Common Shares A. Notwithstanding anything to the contrary herein, if the Exchange Agent agrees to issue the applicable Holdings Common Shares A to each holder of Company Convertible Notes without requiring the delivery of the Company Convertible Notes or a Letter of Transmittal, the other provisions of this Section 3.03(l) shall not apply and Holdings shall instead use its reasonable best efforts to cause the Exchange Agent to issue to each such holder the applicable Holdings Common Shares A in accordance with the provisions of Section 2.01(d), without such holders being required to deliver the Company Convertible Notes or a Letter of Transmittal to the Exchange Agent.

SECTION 3.04. Earnout.

(a) Following the Closing, as additional consideration for the Company interests acquired in connection with the Company Merger, within five Business Days after the occurrence of a Triggering Event, Holdings shall issue or cause to be issued to the Eligible Company Equityholders (excluding Eligible Company Equityholders in their capacity as holders of Company Options who shall instead be eligible to receive Earnout RSU Shares pursuant to Section 3.04(h)) with respect to such Triggering Event the following number of Holdings Common Shares A (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Holdings Common Shares A occurring after the Closing and upon or prior to the applicable Triggering Event) (the "**Earnout Shares**"), upon the terms and subject to the conditions set forth in this Agreement:

(i) upon the occurrence of Triggering Event I, a one-time issuance of 5,000,000 Earnout Shares *minus* the number of Earnout RSU Shares issued in connection with the occurrence of Triggering Event I pursuant to Section 3.04(h);

(ii) upon the occurrence of Triggering Event II, a one-time issuance of 5,000,000 Earnout Shares *minus* the number of Earnout RSU Shares issued in connection with the occurrence of Triggering Event II pursuant to Section 3.04(h); and

(iii) upon the occurrence of Triggering Event III, a one-time issuance of 5,000,000 Earnout Shares *minus* the number of Earnout RSU Shares issued in connection with the occurrence of Triggering Event III pursuant to Section 3.04(h).

(b) For the avoidance of doubt, the Eligible Company Equityholders (excluding Eligible Company Equityholders in their capacity as holders of Company Options who shall instead be eligible to receive Earnout RSU Shares pursuant to Section 3.04(h)) with respect to a Triggering Event shall be entitled to receive Earnout Shares upon the occurrence of each Triggering Event; *provided*, *however*, that each Triggering Event shall only occur once, if at all, and in no event shall the sum of the Earnout Shares issued pursuant to Sections 3.04(a)-3.04(c), together with the number of Earnout RSU Shares issued pursuant to Section 3.04(h), exceed 15,000,000 Earnout Shares pursuant to this Section 3.04.

(c) If, during the Earnout Period, there is a Change of Control (or a definitive agreement providing for a Change of Control is entered into during the Earnout Period and such Change of Control is ultimately consummated, even if such consummation occurs after the Earnout Period) pursuant to which Holdings or its shareholders have the right to receive consideration implying a value per Holdings Common Share A (as determined in good faith by the board of directors of Holdings) of:

(i) less than $12.50, then this Section 3.04 shall terminate and no Earnout Shares or Earnout RSU Shares shall be issuable hereunder;

(ii) greater than or equal to $12.50 but less than $15.00, then, (A) immediately prior to such Change of Control, Holdings shall issue 5,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control pursuant to Section 3.04(a), (y) any Earnout RSU Shares issued prior to such Change of Control pursuant to Section 3.04(h) and (z) any Earnout RSU Shares issued in connection with such Change of Control pursuant to Section 3.04(h)) to the Eligible Company Equityholders with respect to the Change of Control , and (B) thereafter, this Section 3.04 shall terminate and no further Earnout Shares or Earnout RSU Shares shall be issuable hereunder;

(iii) greater than or equal to $15.00 but less than $17.50, then, (A) immediately prior to such Change of Control, Holdings shall issue 10,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control pursuant to Section 3.04(a), (y) any Earnout RSU Shares issued prior to such Change of Control pursuant to Section 3.04(h) and (z) any Earnout RSU Shares issued in connection with such Change of Control pursuant to Section 3.04(h)) to the Eligible Company Equityholders with respect to the Change of Control, and (B) thereafter, this Section 3.04 shall terminate and no further Earnout Shares or Earnout RSU Shares shall be issuable hereunder; or

(iv) greater than or equal to $17.50, then, (A) immediately prior to such Change of Control, Holdings shall issue 15,000,000 Holdings Common Shares A (less (x) any Earnout Shares issued prior to such Change of Control pursuant to Section 3.04(a), (y) any Earnout RSU Shares issued prior to such Change of Control pursuant to Section 3.04(h) and (z) any Earnout RSU Shares issued in connection with such Change of Control pursuant to Section 3.04(h)) to the Eligible Company Equityholders with respect to the Change of Control, and (B) thereafter, this Section 3.04 shall terminate and no further Earnout Shares or Earnout RSU Shares shall be issuable hereunder.

(d) The Holdings Common Share A price targets set forth in the definitions of Triggering Event I, Triggering Event II and Triggering Event III, and in clauses (i), (ii), (iii) and (iv) of Section 3.04(c), and the number of Holdings Common Shares A described in clauses (i), (ii), (iii) and (iv) of Section 3.04(c), shall be equitably adjusted for stock splits, share divisions, reverse stock splits, stock or share dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Holdings Common Shares A occurring after the Closing and prior to the Change of Control.

(e) At all times during the Earnout Period, Holdings shall keep available for issuance a sufficient number of shares of unissued Holdings Common Shares A to permit Holdings to satisfy in full its issuance obligations set forth in this Section 3.04 and shall take all actions reasonably required (including by convening any shareholder

meeting and soliciting any required consents or approvals from shareholders) to increase the authorized number of Holdings Common Shares A if at any time there shall be insufficient unissued Holdings Common Shares A to permit such reservation. In no event will any right to receive Earnout Shares or Earnout RSU Shares be represented by any negotiable certificates of any kind, and in no event will any holder of a contingent right to receive Earnout Shares or Earnout RSU Shares take any steps that would render such rights readily marketable.

(f) Holdings shall take such actions as are reasonably requested by the Eligible Company Equityholders to evidence the issuances pursuant to this Section 3.04, including through the provision of an updated register of members showing such issuances (as certified by a director or officer of Holdings responsible for maintaining such register of members or the applicable registrar or transfer agent of Holdings).

(g) During the Earnout Period, Holdings shall use reasonable best efforts for Holdings to remain listed as a public company on, and for the Holdings Common Shares A (including, when issued, the Earnout Shares) to be tradable over the national securities exchange (as defined under Section 6 of the Exchange Act) on which the Holdings Common Shares A are then listed; *provided*, *however*, that subject to Section 3.04(c), the foregoing shall not limit Holdings from consummating a Change of Control or entering into a Contract that contemplates a Change of Control.

(h) Notwithstanding anything to the contrary contained herein, in lieu of receiving Earnout Shares, holders of Company Options that are unexercised, issued and outstanding as of immediately prior to the Company Merger Effective Time shall be issued Earnout RSUs at the Company Merger Effective Time in accordance with Section 3.02(c) and this Section 3.04(h). The number of Earnout RSUs issued with respect to each Company Option shall be equal to (i) (A) 15,000,000, *divided by* (B) the Company Outstanding Shares *multiplied by* (ii) the aggregate number of Company Common Shares B underlying the applicable Company Option (assuming payment in cash of the exercise price of such Company Option). Each Earnout RSU shall be subject to forfeiture, and such forfeiture restrictions shall lapse with respect to a pro rata portion of the Earnout RSUs held by each holder of Earnout RSUs upon the occurrence of a Triggering Event (or on the date on which a Change of Control occurs as described in Sections 3.04(c)(ii)-3.04(c)(iv)) and the relevant Earnout RSU Shares shall be issued to such holder, but only to the extent that such Earnout RSU Share would have been issued upon the Triggering Event (or Change of Control) had it instead been an Earnout Share and issued pursuant to Sections 3.04(a)-3.04(c). Earnout RSUs also shall be subject to forfeiture and shall be reallocated pro rata to the other holders of Earnout RSUs to the extent the portion of the Exchanged Option to which they relate is forfeited after the Company Merger Effective Time and prior to the applicable Triggering Event (or Change of Control) regardless of whether at the time of such forfeiture such Exchanged Option was vested or unvested. Any Earnout RSU that remains subject to forfeiture at the expiration of the Earnout Period shall automatically and without further action be forfeited, and the Eligible Company Equityholder shall have no further right, title or interest in such Earnout RSU or the related Earnout RSU Share. Each Earnout RSU shall be subject to adjustment in accordance with Section 3.04(a) as if such Earnout RSU were an Earnout Share, and shall not be entitled to dividends paid with respect to the Holdings Common Shares A during the Earnout Period. Notwithstanding anything to the contrary in this Section 3.04, in no event shall the sum of the Earnout Shares issued pursuant to pursuant to Sections 3.04(a)-3.04(c), together with the number of Earnout RSU Shares issued in accordance with this Section 3.04(h), exceed 15,000,000 in the aggregate.

(i) In any issuance of Holdings Common Shares A to Eligible Company Equityholders pursuant to Sections 3.04(a) or 3.04(c), each Eligible Company Equityholder shall receive a number of Holdings Common Shares A or Earnout RSU Shares, as applicable, equal to the applicable Per Share Earnout Consideration multiplied by the number of Company Outstanding Shares held by such Eligible Company Equityholder, subject to further adjustment and reallocation, to the extent applicable, as a result of forfeiture of any Earnout RSUs as provided in Section 3.04(h).

(j) Any Earnout Shares received by an Eligible Company Equityholder pursuant to Sections 3.04(a) or 3.04(c) shall be treated as additional Holdings Common Shares A received in the Company Merger (or the

Convertible Note Conversion, as applicable) for all applicable U.S. federal, state and local Tax purposes, except as otherwise required by applicable Law pursuant to a "final determination" within the meaning of Section 1313(a) of the Code (or any similar provision of applicable U.S. state or local Law).

SECTION 3.05. Closing Statements.

(a) Two (2) Business Days prior to the Closing Date, the Company shall prepare and deliver to SPAC a statement (the "**Company Closing Statement**") setting forth in good faith (x) a capitalization table containing the information set forth in Section 4.03(a), and, with respect to each holder of the Company Options, the information set forth in Section 4.10(i) of the Company Disclosure Letter, in each case, as of the date of the Company Closing Statement is delivered to SPAC and (y) the estimated amount of unpaid Company Expenses as of the Closing. From and after the delivery of the Company Closing Statement until the Closing, the Company shall (i) use reasonable best efforts to cooperate with and provide SPAC and its Representatives all information reasonably requested by SPAC or any of its Representatives and within the Company or its Representatives possession or control in connection with Holdings' review of the Company Closing Statement and (ii) consider in good faith any comments to the Company Closing Statement SPAC shall deliver to the Company no later than one (1) Business Day prior to the Closing Date, and the Company shall revise such Company Closing Statement to incorporate any changes the Company determines are reasonably necessary or appropriate given such comments.

(b) Two (2) Business Days prior to the Closing Date, SPAC shall prepare and deliver to the Company a statement (the "**SPAC Closing Statement"**, together with the Company Closing Statement, the "**Closing Statements**") setting forth in good faith (i) the aggregate amount of cash proceeds that will be required to satisfy any exercise of Redemption Rights, (ii) the estimated amount of SPAC's cash on hand, including in the Trust Fund, as of the Closing, (iii) the estimated amount of unpaid SPAC Expenses as of the Closing and (iv) the number of Holdings Common Shares A to be outstanding as of immediately prior to the Company Merger Effective Time. From and after the delivery of the SPAC Closing Statement until the Closing, SPAC shall (i) use reasonable best efforts to cooperate with and provide the Company and its Representatives all information reasonably requested by the Company or any of its Representatives and within SPAC or its Representatives possession or control in connection with the Company's review of the SPAC Closing Statement and (ii) consider in good faith any comments to the SPAC Closing Statement the Company shall deliver to SPAC no later than one (1) Business Day prior to the Closing Date, and SPAC shall revise such SPAC Closing Statement to incorporate any changes SPAC determines are reasonably necessary or appropriate given such comments.

(c) The Company and SPAC shall seek in good faith to resolve any disagreements they have with respect to any matters set forth in the Closing Statements prior to the Closing; *provided*, that, notwithstanding any failure to resolve any such disagreements, nothing in this Section 3.05 shall operate to delay, impede or prevent the Closing.

SECTION 3.06. Stock Transfer Books.

(a) At the SPAC Merger Effective Time, the register of members of SPAC shall be closed and there shall be no further registration of transfers of SPAC Units, SPAC Shares or SPAC Warrants thereafter on the records of SPAC.

(b) At the Company Merger Effective Time, the register of members of the Company shall be closed and there shall be no further registration of transfers of Company Shares thereafter on the records of the Company. From and after the Company Merger Effective Time, the holders of Certificates representing Company Shares outstanding immediately prior to the Company Merger Effective Time shall cease to have any rights with respect to such Company Shares, except as otherwise provided in this Agreement or by Law. On and after the Company Merger Effective Time, any Certificates presented to the Exchange Agent or Holdings for any reason shall be converted into the applicable consideration provided for in Section 3.02(b).

SECTION 3.07. Dissenters' Rights.

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the Cayman Companies Act, SPAC Shares that are outstanding immediately prior to the SPAC Merger Effective Time and that are held by shareholders of SPAC who shall have demanded properly in writing dissenters' rights for such SPAC Shares in accordance with Section 238 of the Cayman Companies Act, and otherwise complied with all of the provisions of the Cayman Companies Act relevant to the exercise and perfection of dissenters' rights shall not be converted into, and such shareholders shall have no right to receive, the applicable SPAC Consideration unless and until such shareholder fails to perfect or withdraws or otherwise loses his, her or its right to dissenters' rights under the Cayman Companies Act. Upon the exercise and perfection of dissenters' rights pursuant to the Cayman Companies Act, such shareholder shall have the right to be paid the fair value of such shareholder's SPAC Shares and such shares shall then be cancelled by the SPAC. The SPAC Shares owned by any shareholder of SPAC who fails to perfect or who effectively withdraws or otherwise loses his, her or its rights to appraisal of such SPAC under Section 238 of the Cayman Companies Act shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the SPAC Merger Effective Time, the right to receive the applicable SPAC Consideration, without any interest thereon.

(b) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the BVI Companies Act, if a holder of Company Shares shall have demanded properly in writing dissenters' rights for such Company Shares in accordance with Section 179 of the BVI Companies Act, and otherwise complied with all of the provisions of the BVI Companies Act relevant to the exercise and perfection of dissenters' rights:

(i) if such demand occurs prior to the Company Merger Effective Time, such Company Shares shall automatically convert at the Company Merger Effective Time into a right to receive an amount for such Company Shares calculated in accordance with Section 179 of the BVI Companies Act (the "**BVI Dissenter Consideration**"); or

(ii) if such demand occurs at or after the Company Merger Effective Time, any right to receive the applicable Company Closing Consideration or the Per Share Earnout Consideration in respect of such Company Shares shall, immediately and automatically convert into the right to receive the BVI Dissenter Consideration.

For the avoidance of doubt, in each case, the holders of such Company Shares shall have no right to receive the applicable Company Closing Consideration or the Per Share Earnout Consideration; *provided*, that if any holder of Company Shares fails to perfect or effectively withdraws or otherwise loses his, her or its rights to appraisal of such Company Shares under Section 179 of the BVI Companies Act, such Company Shares shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Company Merger Effective Time, the right to receive the applicable Company Closing Consideration and, if applicable, the Per Share Earnout Consideration, without any interest thereon, upon surrender, if applicable, in the manner provided in Section 3.03(b), of the Certificate or Certificates that formerly evidenced such Company Shares.

(c) Prior to SPAC Merger Date or the Closing Date, as applicable, each of SPAC and the Company shall give the other (i) prompt notice of any demands for dissenters' rights received by such party and any withdrawals of such demands, and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for dissenters' rights under the Cayman Companies Act or BVI Companies Act, as applicable. Each of SPAC, Holdings, and the Company shall not, except with the prior written consent of the other, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule delivered by the Company to SPAC on the date hereof (the "**Company Disclosure Letter**") (*provided* that any matter required to be disclosed shall only be disclosed by specific disclosure in the corresponding Section of the Company Disclosure Letter (unless such disclosure has sufficient detail on its face that it is reasonably apparent that it relates to another Section of this Article IV) or by cross-reference to another Section of the Company Disclosure Letter), the Company hereby represents and warrants to SPAC and BVI Merger Sub as follows:

SECTION 4.01. Organization and Qualification; Subsidiaries.

(a) Each of the Company, Holdings and Cayman Merger Sub is a corporation, company, exempted company or other organization duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (to the extent such jurisdiction recognizes the concept of good standing or any equivalent thereof). Each of the Company, Holdings and Cayman Merger Sub has the requisite corporate or similar power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each other Company Subsidiary is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (to the extent such jurisdiction recognizes the concept of good standing or any equivalent thereof) and has the requisite corporate or other organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, except in each case where the failure to be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company and each Company Subsidiary is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing (to the extent the applicable jurisdiction recognizes the concept of good standing or any equivalent thereof), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) A true and complete list of all of the Company Subsidiaries, together with the jurisdiction of incorporation of each Company Subsidiary and the percentage of the outstanding capital stock or shares of each Company Subsidiary owned by the Company and each other Company Subsidiary, in each case as of the date hereof, is set forth in Section 4.01(b) of the Company Disclosure Letter. The Company and the Company Subsidiaries do not directly or indirectly own, and have never directly or indirectly owned, any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any other corporation, partnership, joint venture or business association or other entity, other than the Company Subsidiaries.

SECTION 4.02. Organizational Documents. The Company has, prior to the date hereof, made available to SPAC a complete and correct copy of the Company Articles and the certificate of incorporation and the bylaws or equivalent organizational documents of each Company Subsidiary, each as amended to the date hereof. Such organizational documents are in full force and effect. Neither the Company nor any Company Subsidiary is in violation of any of the provisions of its applicable organizational documents in any material respect.

SECTION 4.03. Capitalization.

(a) The authorized shares of the Company consist of 15,000 Company Common Shares A, 3,936 Company Common Shares B, 5,555 Company Class A Preferred Shares, 7,756 Company Class B Preferred Shares, 8,186 Company Class C Preferred Shares, 14,799 Company Class D Preferred Shares and 6,970 Company Class D-1 Preferred Shares. As of the date hereof, (i) 12,666 Company Common Shares A are issued and outstanding,

(ii) there are no Company Common Shares B issued and outstanding, (iii) 5,555 Company Class A Preferred Shares are issued and outstanding, (iv) 7,756 Company Class B Preferred Shares are issued and outstanding, (v) 8,186 Company Class C Preferred Shares are issued and outstanding, (vi) 14,799 Company Class D Preferred Shares are issued and outstanding, (vii) 6,970 Company Class D-1 Preferred Shares are issued and outstanding, (viii) no Company Common Shares A, Company Common Shares B or Company Preferred Shares are held in the treasury of the Company and (ix) 6,115 Company Common Shares B are reserved for future issuance pursuant to outstanding Company Options granted pursuant to the Company Stock Plan, of which 5,576 Company Common Shares B are subject to outstanding Company Options. Each outstanding share of the Company is duly authorized, validly issued and allotted and fully paid and nonassessable , and was issued free and clear of all Liens, options, rights of first offer and refusal, other than transfer restrictions under applicable securities laws, the Company Articles and the Company Existing Shareholders Agreement.

(b) As of the date hereof, other than (i) the Company Options, (ii) the Company Preferred Shares, (iii) the Company Convertible Notes, (iv) this Agreement, (v) the Company Existing Shareholders Agreement and (vi) the Subscription Agreements, there are no options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character obligating the Company or any Company Subsidiary to issue or sell any shares of capital stock of, or other equity or voting interests in, or any securities convertible into or exchangeable or exercisable for shares of capital stock, or other equity or other voting interests in, the Company or any Company Subsidiary. As of the date hereof, other than the Company Preferred Shares, Company Options and the Company Convertible Notes, neither the Company nor any Company Subsidiary is a party to, or otherwise bound by, and neither the Company nor any Company Subsidiary has granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other securities or ownership interests in, the Company or any Company Subsidiary. Other than the Company Existing Shareholders Agreement, there are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements to which the Company or any Company Subsidiary is a party, or to the Company's knowledge as of the date hereof, among any holder of Company Shares or any other equity interests or other securities of the Company or any Company Subsidiary to which the Company or any Company Subsidiary is not a party, with respect to the voting of the Company Shares or any of the equity interests or other securities of the Company.

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

(d) All outstanding Company Shares and all outstanding shares of capital stock of each Company Subsidiary have been issued and granted in compliance in all material respects with (A) all applicable securities laws and other applicable Laws and (B) all preemptive rights and other requirements set forth in applicable Contracts to which the Company or any Company Subsidiary is a party and the organizational documents of the Company and the Company Subsidiaries.

(e) As of the date hereof, and at all times prior to the SPAC Merger Effective Time, the authorized shares and equity securities of Holdings consist of 25,000 Holdings Common Shares A and 25,000 Holdings Common Shares B. As of the date hereof, and at all times prior to the SPAC Merger Effective Time, no Holdings Warrants, no Holdings Units, 1 Holdings Common Shares A and no Holdings Common Shares B are issued and outstanding. All outstanding Holdings Common Shares have been duly authorized, validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and are held by the Company free and clear of all Liens, options, rights of first refusal and limitations on the Company's voting rights, other than transfer restrictions under applicable securities laws and the Holdings Articles.

(f) As of the date hereof and at all times prior to the SPAC Merger Effective Time, the authorized share capital of Cayman Merger Sub consists of 50,000 ordinary shares, par value $1.00 per share (each, a "**Cayman**

Merger Sub Common Share"). As of the date hereof and at all times prior to the SPAC Merger Effective Time, 50,000 Cayman Merger Sub Common Shares are issued and outstanding. All outstanding Cayman Merger Sub Common Shares have been duly authorized, validly issued and allotted, fully paid and are non-assessable and are not subject to preemptive rights, and are held by Holdings free and clear of all Liens, options, rights of first refusal and limitations on Holdings' voting rights, other than transfer restrictions under applicable securities laws and the Cayman Merger Sub Articles.

(g) The Holdings Common Shares, Holdings Warrants, Exchanged Options and Holdings Units that will be issued pursuant to the terms of this Agreement shall be duly and validly issued, fully paid and nonassessable (to the extent applicable), and each such share or security shall be issued free and clear of preemptive rights and all Liens, options, rights of first refusal and limitations on the holders' voting rights, other than transfer restrictions under applicable securities laws and the Holdings A&R Articles.

(h) Each outstanding share of capital stock or shares of each Company Subsidiary is duly authorized, validly issued and allotted, fully paid and nonassessable, and each such share is owned one hundred percent (100%) by the Company or another Company Subsidiary free and clear of all Liens, options, rights of first refusal and limitations on the Company's or any Company Subsidiary's voting rights, other than transfer restrictions under applicable securities laws and their respective organizational documents.

SECTION 4.04. Authority Relative to this Agreement. Each of the Company, Holdings and Cayman Merger Sub has all necessary corporate or similar organizational power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receiving the Requisite Company Shareholder Approval, the Written Consents, the Holdings Shareholder Approval and the Cayman Merger Sub Shareholder Approval, to consummate the Transactions. The execution and delivery of this Agreement by each of the Company, Holdings and Cayman Merger Sub and the consummation by each of the Company, Holdings and Cayman Merger Sub of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company, Holdings or Cayman Merger Sub are necessary to authorize this Agreement, the BVI Plan of Merger, the BVI Articles of Merger or the Cayman Plan of Merger or to consummate the Transactions (other than (w) the Requisite Company Shareholder Approval, which the Written Consents shall satisfy, (x) the approval and adoption of this Agreement and the Cayman Plan of Merger by the holders of two-thirds of the then-outstanding Cayman Merger Sub Common Shares who, being entitled to do so, vote in person or by proxy at an extraordinary general meeting or by unanimous written resolutions of the outstanding Cayman Merger Sub Common Shares (the "**Cayman Merger Sub Shareholder Approval**"), (y) the approval and adoption of this Agreement by the holders of a majority of the outstanding Holdings Common Shares (the "**Holdings Shareholder Approval**") and (z) the filing and recordation of appropriate merger documents as required by the BVI Companies Act (in respect of the BVI Plan of Merger and the BVI Articles of Merger) and the Cayman Companies Act (in respect of the Cayman Plan of Merger)). This Agreement has been duly and validly executed and delivered by the Company, Holdings and Cayman Merger Sub and, assuming the due authorization, execution and delivery by SPAC and BVI Merger Sub, constitutes a legal, valid and binding obligation of the Company, Holdings and Cayman Merger Sub, enforceable against the Company, Holdings and Cayman Merger Sub in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, by general equitable principles (the "**Remedies Exceptions**").

SECTION 4.05. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and each of the other Transaction Documents, as applicable, by each of the Company, Holdings and Cayman Merger Sub do not (and with respect to the Ancillary Agreements to be effective as of Closing, will not upon effectiveness), and subject to receipt of the filing and recordation of appropriate merger documents as required by the Cayman Companies Act and the BVI Companies Act and of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions contemplated by Section 4.05(b) and assuming all other required

filings, waivers, approvals, consents, authorizations and notices disclosed in Section 4.05(a) of the Company Disclosure Letter, including the Written Consents, have been made, obtained or given, the performance of this Agreement and each of the other Transaction Documents, as applicable, by each of the Company, Holdings and Cayman Merger Sub will not (i) conflict with or violate the Company Articles or the certificate of incorporation or bylaws or any equivalent organizational documents of any Company Subsidiary, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Section 4.05(b) have been obtained and all filings and obligations described in Section 4.05(b) have been made, conflict with or violate any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any equity interest in any Company Subsidiary or any Lien (other than any Permitted Lien) on any property or asset of the Company or any Company Subsidiary pursuant to, any note, bond, mortgage, indenture, contract, agreement, arrangement, lease, license, permit, franchise or other instrument, obligation, or understanding, whether written or oral (each, a "**Contract**") to which the Company or any Company Subsidiary is a party or by which Company or any Company Subsidiary or any of their property or assets is bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) The execution and delivery of this Agreement and each of the other Transaction Documents, as applicable, by each of the Company, Holdings and Cayman Merger Sub do not (and with respect to the Ancillary Agreements to be effective as of Closing, will not upon effectiveness), and the performance of this Agreement and each of the other Transaction Documents, as applicable, by each of the Company, Holdings and Cayman Merger Sub will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any United States federal, state, county, municipal or other local or non-United States government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body (a "**Governmental Authority**"), except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act of 1933 (the "**Securities Act**"), state securities or "blue sky" laws ("**Blue Sky Laws**"), state takeover laws and the rules and regulations of the Selected Stock Exchange, (ii) the filing and recordation of appropriate merger documents as required by the Cayman Companies Act and the BVI Companies Act, (iii) the pre-merger notification requirements set forth on Section 4.05(b) of the Company Disclosure Letter and (iv) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.06. Permits; Compliance. Each of the Company and the Company Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for each of the Company and the Company Subsidiaries to own, lease and operate its properties in all material respects and to carry on its business in all material respects as it is now being conducted (each, a "**Company Permit**"). As of the date hereof, no suspension or cancellation of any of the Company Permits is pending or, to the knowledge of the Company, threatened in writing. Neither the Company nor any Company Subsidiary is, or since January 1, 2018 has been, in conflict with, or in default, breach or violation of, (a) any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected or (b) any Company Permit, except, in each case, for any such conflicts, defaults, breaches or violations that, individually or in the aggregate, have not been, and would not reasonably be, material to the Company and the Company Subsidiaries, taken as a whole.

SECTION 4.07. Financial Statements.

(a) Attached as Section 4.07(a) of the Company Disclosure Letter are true and complete copies of (x) the unaudited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2019,

(y) the unaudited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2020 (the "**2020 Balance Sheet**") and (z) the related unaudited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for the years then ended (collectively, the "**Unaudited Annual Financial Statements**"). The Unaudited Annual Financial Statements (i) were prepared in accordance with the International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the date thereof and for the period indicated therein, except as otherwise noted therein.

(b) Except as and to the extent set forth on the 2020 Balance Sheet, none of the Company or any of the Company Subsidiaries has any liability or obligation of a nature required to be disclosed on a balance sheet in accordance with IFRS (whether accrued, absolute, contingent or otherwise), except for: (i) liabilities that were incurred in the ordinary course of business consistent with past practice since the date of such 2020 Balance Sheet, none of which are material, individually or in the aggregate, (ii) obligations for future performance under any contract to which the Company or any Company Subsidiary is a party, or (iii) liabilities incurred for transaction expenses in connection with this Agreement and the Transactions.

(c) From January 1, 2018, (i) neither the Company nor any Company Subsidiary nor, to the Company's knowledge, any director, officer, employee, auditor, accountant or Representative of the Company or any Company Subsidiary, has received or otherwise had or obtained knowledge of (x) any complaint, allegation, assertion or claim, whether written or, to the knowledge of the Company, oral, regarding weaknesses or deficiencies in the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls (including any significant deficiency relating thereto), including any such complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices and (ii) there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, general counsel, the Company Board or any committee thereof.

SECTION 4.08. Business Activities; Absence of Certain Changes or Events.

(a) Holdings was formed on July 23, 2021, solely for the purpose of engaging in the Transactions and is, and will be at all times prior to the SPAC Merger Effective Time, wholly owned by the Company. Since the date of its incorporation, Holdings has not engaged, and at all times prior to the SPAC Merger Effective Time will not engage, in any activities other than the execution of this Agreement and the other Transaction Documents to which Holdings is party, the performance of its obligations hereunder and thereunder in furtherance of the Transactions, and matters ancillary thereto. Holdings does not have, and prior to the SPAC Merger Effective Time will not have, any operations, assets, liabilities or obligations of any nature other than those incurred in connection with its formation and pursuant to this Agreement and the Transactions.

(b) Cayman Merger Sub was formed on June 22, 2021, solely for the purpose of engaging in the SPAC Merger and is, and will be at all times prior to the SPAC Merger Effective Time, wholly owned by Holdings. Since the date of its incorporation, Cayman Merger Sub has not engaged, and at all times prior to the SPAC Merger Effective Time will not engage, in any activities other than the execution of this Agreement and the other Transaction Documents to which Cayman Merger Sub is party, the performance of its obligations hereunder and thereunder in furtherance of the Transactions, and matters ancillary thereto. Cayman Merger Sub does not have, and prior to the SPAC Merger Effective Time will not have, any operations, assets, liabilities or obligations of any nature other than those incurred in connection with its formation and pursuant to this Agreement and the SPAC Merger.

(c) From December 31, 2020 through the date hereof, except as otherwise reflected in the Unaudited Annual Financial Statements or as expressly contemplated by this Agreement, (i) the Company and the Company

Subsidiaries have conducted their respective businesses in all material respects in the ordinary course and in a manner consistent with past practice, other than due to any actions taken due to COVID-19 Measures, (ii) the Company and the Company Subsidiaries have not sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title, or interest in or to any of its or their respective material assets (including Company-Owned IP) other than non-exclusive licenses (or sublicenses) of Company-Owned IP granted in the ordinary course of business consistent with past practice, and (iii) neither the Company nor any Company Subsidiary has taken any action that, if taken after the date hereof, would constitute a breach of any of the covenants set forth in clauses (ii), (v), (vi), (viii), (ix), (x), (xi), (xiv), (xv), (xviii) or (xix) of Section 6.01(b) (or, only with respect to the covenants in each of the foregoing clauses of Sections 6.01(b), Section 6.01(b)(xxiii)).

(d) Since December 31, 2020, there has not been a Company Material Adverse Effect.

SECTION 4.09. Absence of Litigation. There is no litigation, suit, claim, charge, grievance, action, proceeding, audit or investigation by or before any Governmental Authority (an "**Action**") pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or any property or asset of the Company or any Company Subsidiary, in each case, that (i) as of the date hereof would reasonably be expected to involve an amount in controversy (not counting insurance deductibles) in excess of $100,000 individually, (ii) is outside of the ordinary course of business and would reasonably be expected to involve an amount in controversy (not counting insurance deductibles) in excess of $500,000 or (iii) as of the Closing would reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any Company Subsidiary nor any property or asset of the Company or any Company Subsidiary is, subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority, in each case that (x) as of the date hereof would, individually or in the aggregate, reasonably be expected to result in liability (whether alone or due to a series of related orders, writs, judgments, injunctions, decrees, determinations or awards) or continuing obligations with a value in excess of $100,000 or to otherwise prevent, materially delay or materially impede the consummation of the Transactions or (y) would reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.10. Employee Benefit Plans.

(a) Section 4.10(a) of the Company Disclosure Letter lists, as of the date hereof, all material Plans. "**Plan**" means each Employee Benefit Plan that is maintained, contributed to, required to be contributed to, or sponsored by the Company or any Company Subsidiary for the benefit of any current or former Service Provider or under which the Company or any Company Subsidiary has or could incur any liability (contingent or otherwise).

(b) With respect to each material Plan, the Company has made available to SPAC, to the extent applicable: (i) a copy of the current plan document (or, if applicable, a representative form thereof) and all amendments thereto, (ii) any related trust or other funding arrangement, (iii) the most recent determination or similar opinion letter from the applicable Governmental Authority relating to its qualification for tax purposes or otherwise and (iv) for the most recent plan year (A) any annual report required pursuant to applicable Law, with all schedules attached thereto and (B) audited financial statements. Neither the Company nor any Company Subsidiary has, as of the date hereof, any express commitment to modify, change or terminate a Plan, other than with respect to a modification, change or termination required by applicable Law or the terms of the applicable Plan.

(c) Neither the Company nor any Company Subsidiaries contributes to or has any obligation to contribute to a plan maintained by any entity other than the Company or a Company Subsidiary for the benefit of unionized or collectively bargaining employees of the Company or any Company Subsidiaries and at least one (1) unrelated employer.

(d) Neither the Company nor any Company Subsidiary is obligated, whether under any Plan or otherwise, to provide any Service Provider with separation pay, severance, termination or similar benefits to any person as a

result of the consummation of the Transactions, nor will the consummation of the Transactions accelerate the time of payment or vesting, or materially increase the amount, of any benefit or other compensation due to any Service Provider; *provided* that this Section 4.10(d) shall not include arrangements entered into by the Company in connection with the Transactions, including the Omnibus Incentive Plan. The 2021 Amendments will not (i) accelerate the time of payment or vesting, or materially increase the amount, of any benefit or compensation due to any Service Provider or (ii) result in any increase in the number of Company Shares issuable upon exercise of any Company Options.

(e) None of the Plans provides, nor does the Company nor any Company Subsidiary have any obligation to provide, retiree medical benefits to any current or former Service Provider after termination of employment or service, except for coverage mandated by applicable Law.

(f) Neither the Company nor any Company Subsidiary maintains, sponsors, contributes to or has any obligation to contribute to a defined benefit pension plan or scheme, whether such plan or scheme is mandatory or discretionary pursuant to the applicable governing jurisdiction.

(g) Except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect, (i) each Plan has been established and administered in accordance with its terms and the requirements of all applicable Laws, (ii) the Company has performed all obligations required to be performed by the Company under, is not in default under or in violation of, and has no knowledge of any default or violation by any third party to, any Plan, and (iii) no Action is pending or, to the knowledge of the Company, threatened with respect to any Plan (other than claims for benefits in the ordinary course).

(h) The Company has timely made all contributions and satisfied all obligations with respect to any statutory plan, program or arrangement that is required under applicable Laws and maintained by any Governmental Authority covering current or former Service Providers, except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect.

(i) Section 4.10(i) of the Company Disclosure Letter sets forth, the following information with respect to each Company Option outstanding as of July 18, 2021, as applicable: (i) the name of the Company Option recipient; (ii) the number of Company Common Shares B subject to such Company Option; (iii) the exercise or purchase price of such Company Option; (iv) the date on which such Company Option was granted; (v) the vesting schedule applicable to such Company Option; and (vi) the date on which such Company Option expires. There are no commitments or agreements of any character to which the Company is bound obligating the Company to accelerate the vesting of any Company Option as a result of the Transactions. The Company has made available to SPAC accurate and complete copies of the Company Stock Plan pursuant to which the Company has granted the Company Options that are currently outstanding and the form of all stock and stock-based award agreements evidencing the Company Options. No Company Option was granted with an exercise price per share less than the fair market value of the underlying Company Common Shares B as of the date such Company Option was granted. The Company Options have been granted in compliance in all material respects with all applicable securities Laws and other applicable Laws, including, to the extent applicable to the holder of such Company Option, Section 409A of the Code.

SECTION 4.11. Labor and Employment Matters.

(a) No employee of the Company or any Company Subsidiary is represented by a labor union, works council, trade union, or similar representative of employees with respect to their employment with the Company or any Company Subsidiary, and neither the Company nor any Company Subsidiary is a party to, subject to, or bound by a collective bargaining agreement, collective agreement, or any other contract or agreement with a labor union, works council, trade union, or similar representative of employees. There are no, and since January 1, 2018, there have not been any, strikes, lockouts or work stoppages existing or, to the Company's knowledge, threatened, with respect to the Company or any Company Subsidiary or any of their respective

employees and there have been no labor union (or works council, trade union, or similar representative) certification or representation petitions or demands with respect to the Company or any Company Subsidiary or any of their respective employees and, to the Company's knowledge, no labor union (or works council, trade union, or similar representative) organizing campaign or similar effort is pending or threatened with respect to the Company or any Company Subsidiary or any of their respective employees.

(b) Except as set forth on Section 4.11(b) of the Company Disclosure Letter, there are no material Actions pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary by or on behalf of any of their respective current or former Service Providers with respect to unlawful labor or employment practices (including wage practices).

(c) The Company and the Company Subsidiaries are and have been since January 1, 2018 in compliance in all material respects with all applicable Laws relating to labor and employment, including all such Laws regarding employment practices, collective bargaining, consultation and negotiation, employment discrimination, terms and conditions of employment, immigration, meal and rest breaks, pay equity, workers' compensation, family and medical leave and all other employee leaves, recordkeeping, classification of employees and independent contractors, wages and hours, anti-harassment and anti-retaliation and occupational safety and health requirements. Since January 1, 2018, current and former employees and individual independent contractors of the Company and the Company Subsidiaries have been paid, and as of the Closing will have been paid in all material respects all wages, bonuses, and other compensation owed to them by the Company and each Company Subsidiary.

(d) The Company has provided SPAC with a true and complete listing as of June 30, 2021 that sets forth the name (or, in lieu of his or her name, a number or other identifier associated with such person) of each individual employed by the Company or any Company Subsidiary and his or her: (i) employing entity; (ii) job title and principal location of employment; (iii) base salary or hourly rate of pay; (iv) incentive bonus compensation received in respect of 2020; (v) hire date; and (vi) leave status. The Company has also provided SPAC with a true and complete listing that sets forth the name of each individual who provides material services to the Company or a Company Subsidiary in the capacity of an independent contractor (other than with respect to outsourced customer care, captains or drivers) and, with respect to each, his or her services provided, compensation terms, and other material terms of his or her engagement.

SECTION 4.12. Real Property; Title to Assets.

(a) The Company does not own any real property.

(b) Section 4.12(b) of the Company Disclosure Letter lists as of the date hereof the street address of each parcel of Leased Real Property that is leased by the Company and the Company Subsidiaries and requires base monthly rental payments in excess of $15,000 per month and the Contract, including each material amendment with respect thereto (any such Contracts, collectively, the "**Leases**"). True, correct and complete copies of all such Leases have been made available to SPAC. As of the date hereof, other than the Leases, there are no leases, subleases, sublicenses, concessions or other Contracts granting to any person other than the Company or Company Subsidiaries the right to use or occupy any portion of any Leased Real Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, all Leases are in full force and effect, valid and enforceable in accordance with their respective terms, subject to the Remedies Exceptions, and there is not, under any of such Leases, any existing default or event of default (or event which, with notice or lapse of time, or both, would constitute a default) by the Company or any Company Subsidiary or, to the Company's knowledge, by the other party to such Leases.

(c) Other than due to any actions taken or required to be taken due to any COVID-19 Measures, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any Company Subsidiary to use any Leased Real Property by such party for the purposes for which it is currently being used, except as would

not, individually or in the aggregate, be material to the Company and the Company Subsidiaries, taken as a whole. To the knowledge of the Company, there are no defects or adverse physical conditions affecting the Leased Real Property, and improvements thereon, other than those that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(d) Each of the Company and the Company Subsidiaries has legal and valid title to, or valid leasehold or subleasehold interests in, all of its personal properties and assets, used or held for use in its business, free and clear of all Liens other than Permitted Liens, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.13. Intellectual Property.

(a) Section 4.13 of the Company Disclosure Letter contains, as of the date hereof, a true, correct and complete list of all: (i) Registered Intellectual Property constituting Company-Owned IP (showing in each, as applicable, the filing date, date of issuance or registration, registration or application number, and registrar), (ii) material contracts or agreements to use any Company-Licensed IP, including for the Software or Business Systems of any other person (other than (A) agreements for commercially available, unmodified "off-the-shelf" Software involving consideration of less than $100,000, (B) commercially available service agreements to Business Systems involving consideration of less than $100,000, or (C) feedback and similar licenses that are not material to the business); and (iii) any Software or Business Systems constituting Company-Owned IP that are material to the business of the Company or any Company Subsidiary as currently conducted or as contemplated to be conducted as of the date hereof. To the Company's knowledge, the Company IP is sufficient in all material respects for the conduct of the business of the Company and the Company Subsidiaries as currently conducted.

(b) Except as would not be material to the Company and the Company Subsidiaries, taken as a whole, the Company or one of the Company Subsidiaries solely owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Company-Owned IP and has the right to use all Company-Licensed IP (*provided*, *however*, that the foregoing shall not be interpreted to be a representation regarding non-infringement). All Registered Intellectual Property constituting Company-Owned IP is subsisting and, to the knowledge of the Company, valid and enforceable.

(c) The Company and each of its applicable Company Subsidiaries have taken commercially reasonable actions to maintain in confidence all material Company-Owned IP rights that are trade secrets. To the knowledge of the Company, neither the Company nor any Company Subsidiary has disclosed any trade secrets or other material Confidential Information that is material to the business of the Company and any applicable Company Subsidiaries to any other person other than (i) pursuant to a written confidentiality agreement under which such other person agrees to maintain the confidentiality and protect such Confidential Information or (ii) intentionally in the ordinary course of business, through marketing materials made available by the Company or a Company Subsidiary, which such marketing materials do not contain trade secrets of the Company or any Company Subsidiary or any other sensitive or proprietary information of the Company or any Company Subsidiary. Without limiting the generality of the foregoing, no person other than the Company, one of the Company Subsidiaries or its or their respective employees or contractors has been granted any license or other right with respect to, any source code to proprietary Software of the Company or the Company Subsidiaries. Neither the Company nor any Company Subsidiary has disclosed, licensed, released, delivered, or otherwise granted any right to any person or agreed to disclose, license, release, deliver, or otherwise grant any right to any person (under any circumstances), any such source code, other than employees or contractors who are subject to written confidentiality and non-use obligations. To the Company's knowledge, no event has occurred and no circumstance or condition exists, that (whether with or without the passage of time, the giving of notice or both) will, or would reasonably be expected to, result in a requirement that any such source code be disclosed, licensed, released, or delivered to, or any other grant of any right be made with respect thereto, any person by the Company or any of the Company Subsidiaries.

(d) (i) From January 1, 2018 through the date hereof, there have been no written claims filed and served, against the Company or any Company Subsidiary in any forum, by any person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any of the Company-Owned IP (other than office actions received from the US Patent and Trademark Office and its foreign counterparts in the course of applying for or registering any Company-Owned IP), or (B) alleging any infringement, misappropriation of, or other violation by the Company or any Company Subsidiary of, any Intellectual Property rights of other persons; (ii) to the Company's knowledge, the operation of the business of the Company and the Company Subsidiaries has not and does not infringe, misappropriate or violate such Intellectual Property of other persons; (iii) to the Company's knowledge, no other person has infringed, misappropriated or violated any of the Company-Owned IP; and (iv) from January 1, 2018 through the date hereof, neither the Company nor any of the Company Subsidiaries has received written notice of any of the foregoing.

(e) To the Company's knowledge, the Company and Company Subsidiaries do not use and have not used any Open Source Software in a manner that would (i) obligate the Company to license or provide the source code to any of the Software constituting Company-Owned IP for the purpose of making derivative works, or to make available for redistribution to any person the source code to any of the Software constituting Company-Owned IP at no or minimum charge or (ii) grant or purport to grant to any person any rights to or immunities under any of the Company-Owned IP (including any patent non-asserts or patent licenses) or impose any present economic limitations on the Company's or any Company Subsidiary's commercial exploitation thereof.

(f) The Company and the Company Subsidiaries maintain commercially reasonable disaster recovery, business continuity and risk assessment plans, procedures and facilities, including by implementing systems and procedures designed to (i) provide monitoring and alerting of any issues with the Business Systems owned by the Company and the Company Subsidiaries, and (ii) monitor network traffic for threats and scan and assess vulnerabilities in the Business Systems owned by the Company and the Company Subsidiaries. Since January 1, 2018 through the date hereof, except as set forth on Section 4.13(f) of the Company Disclosure Letter, there has not been any material failure with respect to any of the Business Systems that has materially disrupted the business of the Company or, to the Company's knowledge, resulted in any unauthorized disclosure of or access to any data owned, collected or controlled by the Company or any of the Company Subsidiaries.

(g) The Company and each of the Company Subsidiaries have complied in all material respects with: (i) all Privacy/Data Security Laws applicable to the Company or a Company Subsidiary, (ii) any applicable written external privacy policies of the Company or the Company Subsidiary, respectively, concerning the collection, dissemination, storage or use of Personal Information, including any privacy policies or disclosures posted to websites or other media maintained or published by the Company or a Company Subsidiary, and (iii) all written contractual commitments that the Company or any Company Subsidiary has entered into with respect to privacy or data security (collectively, the "**Data Security Requirements**"). The Company's and the Company Subsidiaries' employees receive reasonable training on information security issues to the extent required by Privacy/Data Security Laws. To the Company's knowledge, there are no Disabling Devices in any of the Business Systems. Since January 1, 2018 through the date hereof, except as set forth on Section 4.13(g) of the Company Disclosure Letter, neither the Company nor any of the Company Subsidiaries has (x) to the Company's knowledge, experienced any material data security breaches, material unauthorized access or use of any of the Business Systems or Personal Information or (y) prior to the date hereof, received written notice of any audits, proceedings or investigations by any Governmental Authority, or received any written claims or complaints regarding the collection, dissemination, storage, use, or other processing of Personal Information, or the violation of any applicable Data Security Requirements. Neither the Company nor any of the Company Subsidiaries has provided or, to the Company's knowledge, been legally required to provide any notice to data owners in connection with any unauthorized access, use or disclosure or other processing of Personal Information.

(h) The Company and the Company Subsidiaries are not subject to any written contractual requirements or privacy policies, including based on the Transactions, that would prohibit the Company or the Company Subsidiaries, as applicable, from receiving or using Personal Information after the Closing Date, in substantially

the same manner in which the Company or such Company Subsidiaries receive and use such Personal Information prior to the Closing Date or result in any liabilities pursuant to Data Security Requirements.

SECTION 4.14. Taxes.

(a) The Company and the Company Subsidiaries: (i) have duly filed (taking into account any extension of time within which to file) all material Tax Returns they are required to file as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all material Taxes that they are required to pay (whether or not shown as due on such filed Tax Returns); (iii) with respect to all material Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which such waiver or extension remains in effect; and (iv) do not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending, asserted or proposed or threatened in writing.

(b) Neither the Company nor any Company Subsidiary is a party to, is bound by or has any obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement (including any agreement, contract or arrangement providing for the sharing or ceding of credits or losses) or has a potential liability or obligation to any person as a result of or pursuant to any such agreement, contract, arrangement or commitment, in each case, other than (i) an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes, or (ii) an agreement among only the Company and the Company Subsidiaries.

(c) Each of the Company and the Company Subsidiaries has withheld and paid to the appropriate Tax Authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party and has complied in all material respects with all applicable laws, rules and regulations relating to the reporting, payment, and withholding of Taxes.

(d) Neither the Company nor any Company Subsidiary has been a member of an affiliated group filing a consolidated, combined or unitary income Tax Return (other than a group of which the Company is the common parent or of which the Company and the Company Subsidiaries are the only members).

(e) Neither the Company nor any Company Subsidiary has any material liability for the Taxes of any other person (other than the Company or any Company Subsidiaries) as a result of the failure by such other person to discharge such Tax in circumstances where such other person is primarily liable for such Tax, as a transferee or successor, by contract or otherwise (other than, in each case, liabilities for Taxes pursuant to an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes).

(f) Neither the Company nor any Company Subsidiary has (i) any request for a material ruling in respect of Taxes pending between the Company or any Company Subsidiary, on the one hand, and any Tax Authority, on the other hand or (ii) entered into any closing agreements, private letter rulings, technical advice memoranda or similar agreements with a Tax Authority in respect of material Taxes, in each case, that will be in effect after the Closing.

(g) No Tax Authority has asserted in writing or, to the knowledge of the Company or any Company Subsidiary, has threatened to assert against the Company or any Company Subsidiary any deficiency or claim for material Taxes.

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

(i) Neither the Company nor any Company Subsidiary: (i) is a "passive foreign investment company" within the meaning of Section 1297 of the Code, or (ii) has received written notice from a Tax Authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(j) Neither the Company nor any Company Subsidiary has received written notice of any claim from a Tax Authority in a jurisdiction in which the Company or such Company Subsidiary does not file Tax Returns stating that the Company or such Company Subsidiary is or may be subject to material taxation in such jurisdiction.

(k) As of the date hereof, to the knowledge of the Company, there are no current facts or circumstances that could reasonably be expected to prevent or impede the SPAC Merger (taken together with the Holdings Redemption) or the Company Merger (taken together with the Convertible Note Conversion) from qualifying for the Intended Tax Treatment. Neither the Company nor any Company Subsidiary has taken any action, or has any current plan, intention or obligation to take any action, that could reasonably be expected to prevent or impede the SPAC Merger (taken together with the Holdings Redemption) or the Company Merger (taken together with the Convertible Note Conversion) from qualifying for the Intended Tax Treatment.

(l) As of the SPAC Merger Date, Holdings has made a protective initial entity classification election on IRS Form 8832, effective as of the date of its formation, to be classified as an association taxable as a corporation for U.S. federal income tax purposes, and Cayman Merger Sub has made an initial entity classification election on IRS Form 8832, effective as of the date of its formation, to be classified as an entity that is disregarded as separate from its owner for U.S. federal income tax purposes.

SECTION 4.15. Environmental Matters (a) None of the Company nor any of the Company Subsidiaries has violated since January 1, 2018, nor is it in violation of, applicable Environmental Law; (b) each of the Company and each Company Subsidiary possesses or has timely applied for all, and since January 1, 2018 has not violated any, Company Permits required under applicable Environmental Law ("**Environmental Permits**"); (c) none of the Company or any Company Subsidiaries has received any unresolved written notice alleging it has violated or is liable under applicable Environmental Laws for any off-site contamination caused by the disposal of by Hazardous Materials; (d) none of the Company or any Company Subsidiaries is the subject of any pending or threatened Action alleging any violation of, or liability under, Environmental Laws; (e) none of the Company or any Company Subsidiaries is conducting or funding any investigation or remediation of contamination by Hazardous Materials required under Environmental Law or Environmental Permit at any of their respective currently or formerly owned, leased or operated real properties; and (f) the Company has made available to SPAC all environmental site assessment reports or other written reports, to the extent in the Company's possession or reasonable control, relating to compliance by the Company or any Company Subsidiaries with Environmental Laws, except in each of cases (a) through (f) that would not reasonably be expected to have a Company Material Adverse Effect.

SECTION 4.16. Material Contracts.

(a) Section 4.16(a) of the Company Disclosure Letter contains a true and complete list, as of the date hereof, of each of the following types of Contracts (whether written or oral) to which the Company or any Company Subsidiary is a party or bound (such contracts and agreements as are required to be set forth in Section 4.16(a) of the Company Disclosure Letter, excluding any Plan listed on Section 4.10(a) of the Company Disclosure Letter, being the "**Material Contracts**"):

(i) all Contracts with consideration paid or payable to the Company or any of the Company Subsidiaries of more than $100,000, in the aggregate, over any twelve (12)-month period;

(ii) all Contracts with suppliers to the Company or any Company Subsidiary for expenditures paid or payable by the Company or any Company Subsidiary of more than $100,000, in the aggregate, over any twelve (12)-month period, or pursuant to which the Company or any Company Subsidiary has agreed to purchase goods or services on a preferred supplier or "most favored supplier" basis;

(iii) to the extent not already provided pursuant to Sections 4.10 or 4.11 above, all management Contracts (excluding contracts for employment) and contracts with other consultants, in each case, excluding Plans;

(iv) to the extent not already provided pursuant to Sections 4.10 or 4.11 above, all bonus and commission plans of the Company or any Company Subsidiary;

(v) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which the Company or any Company Subsidiary is a party that provide for payments by the Company or any Company Subsidiary or to the Company or any Company Subsidiary in excess of $100,000 in the aggregate, over any twelve (12)-month period;

(vi) all Contracts or agreements involving the payment of amounts calculated based upon the revenues or income of the Company or any Company Subsidiary or income or revenues related to any services provided by the Company or any Company Subsidiary to which the Company or any Company Subsidiary is a party;

(vii) all Contracts evidencing indebtedness for borrowed money, and any pledge agreements, security agreements or other collateral agreements in which the Company or any Company Subsidiary granted to any person a security interest in or lien on any of the property or assets of the Company or any Company Subsidiary, and all agreements or instruments guarantying the debts or other obligations of any person;

(viii) all partnership, joint venture or similar agreements (excluding any partnership agreement or similar agreement solely among one or more of the Company and any wholly-owned Company Subsidiary);

(ix) all Contracts with any Governmental Authority to which the Company or any Company Subsidiary is a party;

(x) all Contracts that materially limit, or purport to materially limit, the ability of the Company or any Company Subsidiary to compete in any line of business or with any person or entity or in any geographic area or during any period of time, excluding customary confidentiality agreements and agreements that contain customary confidentiality clauses;

(xi) all Contracts that result in any person or entity holding a power of attorney from the Company or any Company Subsidiary;

(xii) all leases or master leases of personal property reasonably likely to result in annual payments of $100,000 or more in a twelve (12)-month period;

(xiii) all Contracts which involve the license or grant of rights by the Company or any Company Subsidiary to a third party of Company-Owned IP other than (A) agreements with contractors of the Company or any Company Subsidiary to use Company-Owned IP to the extent necessary for such contractor's performance of services for the Company or any Company Subsidiary, (B) non-exclusive licenses granted to Company's customers in the ordinary course, (C) non-disclosure agreements entered into in the ordinary course or (D) non-exclusive licenses that are merely incidental to the transaction contemplated in such license, including Contracts that include an incidental license to use the trademarks of the Company for marketing or advertising purposes;

(xiv) any agreement required to be disclosed pursuant to Section 4.13(a)(ii);

(xv) agreement for the development of Company-Owned IP for the benefit of the Company (other than employee invention assignment and confidentiality agreements entered into on the Company's standard form of such agreement made available to SPAC);

(xvi) agreement pursuant to which the Company agrees to jointly own any Intellectual Property with any third party;

(xvii) agreement pursuant to which the Company is obligated to develop any Intellectual Property to be owned by any third party;

(xviii) all Contracts that relate to the direct or indirect acquisition or the disposition of any securities or business (whether by merger, sale of stock, sale of shares, sale of assets or otherwise) other than Contracts in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing;

(xix) all Contracts relating to a Company Interested Party Transaction;

(xx) all Contracts involving any resolution or settlement of any actual or threatened Action or other dispute which require payment in excess of $100,000 or impose continuing obligations on the Company or any Company Subsidiary, including injunctive or other non-monetary relief (other than customary confidentiality obligations); and

(xxi) collective bargaining agreement, collective agreement or other contract or agreement with a labor union, trade union, works council, or similar representative of Company employees.

(b) (i) Except with respect to any Contract that has expired in accordance with its terms, each Material Contract is a legal, valid and binding obligation of the Company or the Company Subsidiaries (as applicable) and, to the knowledge of the Company, the other parties thereto, subject to the Remedies Exceptions, and neither the Company nor any Company Subsidiary is in breach or violation of, or default under, any Material Contract nor has any Material Contract been canceled by the other party; (ii) to the Company's knowledge, as of the date hereof, no other party is in breach or violation of, or default under, any Material Contract; and (iii) as of the date hereof, the Company and the Company Subsidiaries have not received any notice or claim of any such breach, violation or default under any such Material Contract, in each case of the foregoing except for any such conflicts, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries. The Company has made available to SPAC true and complete copies of all Material Contracts, including any amendments thereto.

SECTION 4.17. Customers and Suppliers. Section 4.17 of the Company Disclosure Letter sets forth (i) the top ten (10) customers of the Company for the 12-month period ended December 31, 2020 (based upon the aggregate consideration paid to the Company for goods or services rendered during such 12-month period) and (ii) the top ten (10) suppliers of the Company for the 12-month period ended December 31, 2020 (based upon the aggregate consideration paid by the Company for goods or services rendered during such 12-month period). To the knowledge of the Company as of the date hereof, there is no present intent, and the Company has not received written notice that, any such customer or supplier will discontinue or materially alter its relationship with the Company.

SECTION 4.18. Board Approval; Vote Required.

(a) The Company has made available to SPAC a complete and correct copy of the resolutions of the Company Board in respect of the Transactions, which such resolutions were duly adopted by written consent and have not been subsequently rescinded or modified in any way. The Company Transaction Support Agreement, the Requisite Company Shareholder Approval and the Written Consents constitute the required approvals of the holders of any class or series of shares or other securities of the Company necessary to adopt this Agreement, the BVI Plan of Merger and the BVI Articles of Merger and approve the Transactions. The Written Consents, if executed and delivered, would qualify as the Requisite Company Shareholder Approval and no additional approval or vote from any holders of any class or series of shares of the Company would then be necessary to adopt this Agreement, the BVI Plan of Merger, the BVI Articles of Merger and approve the Transactions.

(b) Holdings has made available to SPAC a complete and correct copy of the resolutions of the Holdings Board in respect of the Transactions, which such resolutions were duly adopted by written consent and have not been subsequently rescinded or modified in any way. The only votes of the holders of any class of shares of Holdings that are necessary to approve this Agreement and the other Transactions is the Company Redemption Consent and the affirmative vote or prior written consent of the sole shareholder of Holdings Common Shares as at the date hereof.

(c) Cayman Merger Sub has made available to SPAC a complete and correct copy of the resolutions of the Cayman Merger Sub Board in respect of the Transactions, which such resolutions were duly adopted by written consent and have not been subsequently rescinded or modified in any way. The only votes of the holders of any shares of Cayman Merger Sub that are necessary to approve this Agreement, the Cayman Plan of Merger and the other Transactions is the Cayman Merger Sub Shareholder Approval.

SECTION 4.19. Certain Business Practices.

(a) The Company, each of the Company Subsidiaries, and each of their respective directors, officers, employees and, to the Company's knowledge, each of their respective ultimate beneficial owners (in connection with the Company's or Company Subsidiaries' businesses), agents and other third parties acting on behalf of the Company or any of the Company Subsidiaries, is and has been in compliance with applicable Anti-Corruption Laws since the date of the Company's formation.

(b) Since the date of the Company's formation, the Company, the Company Subsidiaries, and each of their respective directors, officers, employees and, to the Company's knowledge, their respective ultimate beneficial owners (in connection with the Company's or Company Subsidiaries' businesses), agents and other third parties acting on behalf of the Company or any of the Company Subsidiaries, have not: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; or (ii) directly or indirectly, made, given, offered, authorized, or promised to make, give, offer or authorize the unlawful payment of any money, commission, reward, gift, hospitality, entertainment, inducement or anything else of value (including any facilitation payment), to: (A) any Government Official; (B) any non-U.S. political party or party official or any candidate for non-U.S. political office; or (C) any other person, in each case in violation of applicable Anti-Corruption Laws.

(c) None of the Company's, the Company Subsidiaries', or the Company's ultimate beneficial owners, directors, officers, employees or, to the Company's knowledge, agents or other third parties acting on behalf of the Company or any of the Company Subsidiaries is a Government Official.

(d) Since the date of the Company's formation through the date hereof, none of the Company, the Company Subsidiaries, nor their respective directors, employees, officers, or to the Company's knowledge, each of their respective agents and other third parties acting on behalf of the Company or any of the Company Subsidiaries has conducted or initiated an internal investigation or made any voluntary or involuntary disclosure to any Government Authority or similar agency with respect to any alleged act or omission arising under or relating to any potential noncompliance with any Anti-Corruption Law, (ii) been the subject of a prior, current, pending, or threatened investigation, formal or informal inquiry or enforcement proceeding relating to an actual or alleged violation of any Anti-Corruption Laws, or (iii) received any notice, request, or citation for any actual or potential noncompliance with any Anti- Corruption Law. To the Company's knowledge, prior to the date hereof, no event has occurred which is reasonably likely to result in any such investigation, inquiry or proceeding.

(e) Since the date of the Company's formation, none of the Company, the Company Subsidiaries, any of their respective directors or officers, or any of their respective employees or agents acting on behalf of the Company or any of the Company Subsidiaries has directly or indirectly violated any applicable Export Control and Economic Sanctions Laws.

(f) Since the date of the Company's formation, none of the Company, the Company Subsidiaries, any of their respective directors or officers, or to the Company's knowledge, any of their respective owners, employees or agents acting on behalf of the Company or any of the Company Subsidiaries is or has been (i) a Sanctioned Person, (ii) controlled by a Sanctioned Person, (iii) located in, organized under the laws of, or resident in a Sanctioned Jurisdiction, (iv) operating, conducting business, or participating in any transaction in or with any Sanctioned Jurisdiction in any manner that would violate applicable Export Control and Economic Sanctions Laws, or (v) engaging in dealings with any Sanctioned Person in any manner that would violate applicable Export Control and Economic Sanctions Laws.

(g) From the date of the Company's formation to the date hereof there are no, and there have not been any, internal or external investigations, audits, actions or proceedings, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to any apparent or suspected violation by the Company, any Company Subsidiary, or any of their respective officers or directors, or their respective employees, agents or other third parties acting on behalf of the Company or any of the Company Subsidiaries with respect to any Anti-Corruption Laws or Export Control and Economic Sanctions Laws, nor to the Company's knowledge, is such an investigation, audit, action or proceeding threatened.

SECTION 4.20. Interested Party Transactions.

(a) Except for employment relationships and the payment of compensation, benefits and expense reimbursements in the ordinary course of business, no director, officer, or, to the Company's knowledge, equityholder or other affiliate of the Company or any Company Subsidiary (other than the Company or the Company Subsidiaries), has or has had, directly or indirectly: (i) a beneficial interest in any Contract disclosed in Section 4.16(a) of the Company Disclosure Letter, in any counterparty thereto (or any of its affiliates) or in any material asset (including Company IP) owned or held for use by the Company or any Company Subsidiary (*provided* that ownership of no more than five percent (5%) of the outstanding voting stock of a company shall not be deemed an "beneficial interest" in any person for purposes of this clause (i)), or (ii) any contractual or other arrangement with the Company or any Company Subsidiary, other than customary indemnity arrangements (each, a "**Company Interested Party Transaction**"); *provided, however*, that for clarity, no disclosure shall be required under this Section 4.20 with respect to any matter set forth in the foregoing clauses (i) or (ii) involving any portfolio company of any venture capital, private equity, angel or strategic investor in the Company (except to the extent such disclosure would be required pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act). The Company and the Company Subsidiaries have not, since January 1, 2018, (x) extended or maintained credit, arranged for the extension of credit or renewed an extension of credit in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Company, or (y) materially modified any term of any such extension or maintenance of credit. There are no Contracts between the Company or any of the Company Subsidiaries, on the one hand, and any family member of any director, officer, equityholder or other affiliate of the Company or any of the Company Subsidiaries, on the other hand.

(b) Except for the Company Articles and the Company Existing Shareholders Agreement, there are no transactions, Contracts, arrangements or understandings between the Company or any Company Subsidiary, on the one hand, and any other person, on the other hand, which grant or purport to grant any board observer or management rights.

(c) Effective as of the Closing, the Company Existing Shareholders Agreement shall terminate pursuant to the Written Consents, and shall be of no further force or effect.

SECTION 4.21. Exchange Act. Neither the Company nor any Company Subsidiary is currently (nor has it previously been) subject to the requirements of Section 12 of the Exchange Act.

SECTION 4.22. Brokers. Except for Barclays Capital Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company, Holdings or Cayman Merger Sub. The Company has provided SPAC with a true and complete copy of all contracts, agreements and arrangements including its engagement letter, between the Company and Barclays Capital Inc., other than those that have expired or terminated and as to which no further services or payments are contemplated thereunder to be provided in the future.

SECTION 4.23. Private Placements. Other than the Subscription Agreements, there are no agreements, side letters, arrangements or other Contracts between the Company or any of its affiliates and any PIPE Investor or any of its affiliates that would affect the obligation of such PIPE Investor to contribute to Holdings the applicable

portion of the PIPE Investment Amount set forth in the Subscription Agreement of such PIPE Investor, and the Company does not know of any facts or circumstances that would result in any of the conditions set forth in any Subscription Agreement not being satisfied. Except as expressly set forth in the Subscription Agreements, no fees, consideration (other than Holdings Common Shares A issued in connection with the PIPE Investment Amount) or other discounts are payable or have been agreed by the Company or any of its affiliates to any PIPE Investor or any of its affiliates in respect of its portion of the PIPE Investment Amount.

SECTION 4.24. Sexual Harassment and Misconduct. Since January 1, 2018, none of the Company or the Company Subsidiaries has entered into a settlement agreement with a current or former officer, director, employee or independent contractor of the Company or any of the Company Subsidiaries resolving allegations of sexual harassment or sexual misconduct by an executive officer, director or supervisory employee of the Company or any of the Company Subsidiaries. Since January 1, 2018, there have not been any Actions pending or, to the knowledge of the Company, threatened against the Company or any of the Company Subsidiaries, in each case, involving allegations of sexual harassment or sexual misconduct by an officer, director or supervisory employee of the Company or any of the Company Subsidiaries.

SECTION 4.25. Company's, Holdings' and Cayman Merger Sub's Independent Investigation and Reliance. Each of the Company, Holdings and Cayman Merger Sub is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the SPAC and its Subsidiaries and the Transactions, which investigation, review and analysis were conducted by the Company, Holdings and Cayman Merger Sub together with expert advisors, including legal counsel, that they have engaged for such purpose. The Company, Holdings and Cayman Merger Sub and their respective Representatives have been provided with full and complete access to the Representatives, properties, offices, plants and other facilities, books and records of SPAC and its Subsidiaries and other information that they have requested in connection with their investigation of SPAC and its Subsidiaries and the Transactions. None of the Company, Holdings and Cayman Merger Sub is relying on any statement, representation or warranty, oral or written, express or implied, made by SPAC or any of its Subsidiaries or any of their respective Representatives, except as expressly set forth in Article V (as modified by the SPAC Disclosure Letter), in the Transaction Documents or in the corresponding representations and warranties contained in the certificate delivered pursuant to Section 8.03(c). Neither SPAC nor any of its respective shareholders, affiliates or Representatives shall have any liability to any of the Company, Holdings or Cayman Merger Sub or any of their respective shareholders, affiliates or Representatives resulting from the use of any information, documents or materials made available to the Company, Holdings or Cayman Merger Sub or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions, except as expressly set forth in this Agreement (as modified by the SPAC Disclosure Letter), the Transaction Documents or in any certificate delivered by SPAC pursuant to this Agreement. The Company, Holdings and Cayman Merger Sub acknowledge that, except as expressly set forth in this Agreement (as modified by the SPAC Disclosure Letter) or in any certificate delivered by SPAC pursuant to this Agreement, neither SPAC nor any of its shareholders, affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving SPAC and/or any of its Subsidiaries.

SECTION 4.26. Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article IV (as modified by the Company Disclosure Letter) or in the corresponding representations and warranties contained in the certificate delivered by the Company pursuant to Section 8.02(c) and in the Transaction Documents to which it is or will be a party, each of the Company, Holdings and Cayman Merger Sub hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, Holdings, Cayman Merger Sub, their respective affiliates and Representatives, and any matter relating to any of them, including their affairs, the condition, value or quality of the assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to SPAC, its affiliates or any of their respective Representatives by, or on behalf of, the Company, Holdings or Cayman Merger Sub, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as

expressly set forth in this Agreement (as modified by the Company Disclosure Letter), in any certificate delivered by the Company, Holdings or Cayman Merger Sub pursuant to this Agreement or in any Transaction Document to which it is or will be a party, none of the Company, Holdings, Cayman Merger Sub nor any other person on behalf of the Company, Holdings or Cayman Merger Sub has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to SPAC, its affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation or in any other information made available to SPAC, its affiliates or any of their respective Representatives or any other person, and any such representations or warranties are expressly disclaimed.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SPAC AND BVI MERGER SUB

Except as set forth in the SPAC SEC Reports filed prior to the date hereof or SPAC's disclosure schedule delivered by SPAC to the Company on the date hereof (the "**SPAC Disclosure Letter**") (*provided* that any matter required to be disclosed shall only be disclosed (i) with respect to the SPAC Disclosure Letter by specific disclosure in the corresponding Section of the SPAC Disclosure Letter (unless such disclosure has sufficient detail on its face that it is reasonably apparent that it relates to another Section of this Article V or by cross-reference to another Section of the Company Disclosure Letter or (ii) with respect to the SPAC SEC Reports, to the extent the qualifying nature of such disclosure is readily apparent from the content of such SPAC SEC Reports, but excluding disclosures referred to in "Forward-Looking Statements," "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward-looking statements (it being acknowledged that nothing disclosed in such a SPAC SEC Report will be deemed to modify or qualify the representations and warranties set forth in Section 5.01 (Organization and Qualification; Subsidiaries), Section 5.03 (Capitalization) and Section 5.04 (Authority Relative to this Agreement)), SPAC and BVI Merger Sub hereby represent and warrant to the Company, Holdings and Cayman Merger Sub as follows:

SECTION 5.01. Organization and Qualification; Subsidiaries.

(a) Each of SPAC and BVI Merger Sub is a corporation, company, exempted company or other organization duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (to the extent such jurisdiction recognizes the concept of good standing or any equivalent thereof). Each of SPAC and BVI Merger Sub has the requisite corporate or similar power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each of SPAC and BVI Merger Sub is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing (to the extent the applicable jurisdiction recognizes the concept of good standing or any equivalent thereof), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) Prior to the SPAC Merger, BVI Merger Sub is the only Subsidiary of SPAC. Except for BVI Merger Sub, prior to the SPAC Merger, SPAC does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture or business association or other entity.

SECTION 5.02. Organizational Documents. SPAC has, prior to the date hereof, furnished to the Company complete and correct copies of the SPAC Organizational Documents and the BVI Merger Sub Articles, each as

amended to the date hereof. The SPAC Organizational Documents and the BVI Merger Sub Articles are in full force and effect. Neither SPAC nor BVI Merger Sub is in violation of any of the provisions of the SPAC Organizational Documents or the BVI Merger Sub Articles, as applicable, in any material respect.

SECTION 5.03. Capitalization.

(a) As of the date hereof, the authorized share capital of SPAC consists of 500,000,000 SPAC Class A Ordinary Shares, 50,000,000 SPAC Class B Ordinary Shares and 5,000,000 preferred shares, par value $0.0001 per share ("**SPAC Preferred Stock**"). As of the date hereof, (i) 34,500,000 SPAC Class A Ordinary Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and not subject to any preemptive rights, (ii) 8,625,000 SPAC Class B Ordinary Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and not subject to any preemptive rights, (iii) no SPAC Class A Ordinary Shares or SPAC Class B Ordinary Shares are held in the treasury of SPAC, (iv) 17,433,333 SPAC Warrants are issued and outstanding and (v) 17,433,333 SPAC Class A Ordinary Shares are reserved for future issuance pursuant to the SPAC Warrants. As of the date hereof, there are no shares of SPAC Preferred Stock issued and outstanding. Each SPAC Warrant is exercisable for one SPAC Class A Ordinary Share at an exercise price of $11.50, subject to the terms of such SPAC Warrant and the SPAC Warrant Agreement. Each outstanding share of capital stock of SPAC is duly authorized, validly issued and allotted and fully paid and nonassessable.

(b) All outstanding SPAC Units, SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares and SPAC Warrants have been issued and granted in compliance in all material respects with all applicable securities laws and other applicable Laws.

(c) Except as described in Section 5.03(a), as of the date hereof, there are no outstanding shares of capital stock of, or other equity interests in, SPAC. Except for this Agreement, the SPAC Warrants (including any SPAC Warrants to be issued as repayment for any loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the Transactions or other expenses unrelated to the Transactions) and the SPAC Class B Ordinary Shares, there are no options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments obligating SPAC to issue or sell any shares of capital stock of, or other equity or voting interests in SPAC, or any securities convertible into or exchangeable or exercisable for shares of capital stock, or other equity or other voting interests in, SPAC. All SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. Neither SPAC nor any Subsidiary of SPAC is a party to, or otherwise bound by, and neither SPAC nor any Subsidiary of SPAC has granted, any equity appreciation rights, participations, phantom equity or similar rights. As of the date hereof, SPAC is not a party to, or otherwise bound by, and SPAC has not granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other securities or ownership interests in, SPAC. Except for the SPAC Shareholder Support Agreement and the Sponsor Agreement, there are no voting trust, voting agreements, proxies, shareholder agreements or other agreements to which SPAC is a party, or to SPAC's knowledge, among any holder of SPAC Shares or any other equity interests or other securities of SPAC to which SPAC is not a party, with respect to the voting or transfer of SPAC Class A Ordinary Shares or any of the equity interests or other securities of SPAC. Except with respect to the Redemption Rights and the SPAC Warrants, there are no outstanding contractual obligations of SPAC to repurchase, redeem or otherwise acquire any SPAC Shares or any capital stock of SPAC. There are no outstanding contractual obligations of SPAC to make any investment (in the form of a loan, capital contribution or otherwise) in any person.

(d) As of the date hereof, and at all times prior to the Company Merger Effective Time, the authorized shares and equity securities of BVI Merger Sub consist of 50,000 BVI Merger Sub Common Shares. As of the date hereof, and at all times prior to the Company Merger Effective Time, 50,000 BVI Merger Sub Common Shares are issued and outstanding. All outstanding BVI Merger Sub Common Shares have been duly authorized,

validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and are held by SPAC (or Holdings from and after the BVI Merger Sub Distribution, as applicable) free and clear of all Liens, options, rights of first refusal and limitation on SPAC's (or Holdings' from and after the BVI Merger Sub Distribution, as applicable) voting rights, other than transfer restrictions under applicable securities laws and the BVI Merger Sub Articles.

SECTION 5.04. Authority Relative to this Agreement. Each of SPAC and BVI Merger Sub has all necessary corporate or similar organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, subject to receiving (i) the approval of the SPAC Merger by the holders of two thirds of the then-outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares who, being entitled to do so, vote in person or by proxy at the quorate SPAC Shareholders' Meeting and (ii) the approval of the Transactions and related documents by the holders of a majority of the then-outstanding SPAC Class A Ordinary Shares and SPAC Class B Ordinary Shares (including all of the "Founder Shares" voted as defined in the SPAC Articles of Association) who, being entitled to do so, vote in person or by proxy at the quorate SPAC Shareholders' Meeting (together, the "**Requisite SPAC Shareholder Approval**") and the approval and adoption of this Agreement by the sole shareholder of BVI Merger Sub Common Shares immediately prior to the date of this Agreement, being SPAC, and the approval and adoption of the BVI Plan of Merger and the BVI Articles of Merger by the sole shareholder of BVI Merger Sub immediately prior to the Company Merger, being Holdings (the "**BVI Merger Sub Shareholder Approvals**"), to consummate the Transactions. The execution and delivery of this Agreement by each of SPAC and BVI Merger Sub and the consummation by each of SPAC and BVI Merger Sub of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of SPAC or BVI Merger Sub are necessary to authorize this Agreement or to consummate the Transactions (other than the Requisite SPAC Shareholder Approval, the BVI Merger Sub Shareholder Approvals and the filing and recordation of appropriate merger documents as required by the Cayman Companies Act and the BVI Companies Act). This Agreement has been duly and validly executed and delivered by SPAC and BVI Merger Sub, assuming due authorization, execution and delivery by each of the Company, Holdings and Cayman Merger Sub, and constitutes a legal, valid and binding obligation of SPAC and BVI Merger Sub, enforceable against SPAC and BVI Merger Sub in accordance with its terms subject to the Remedies Exceptions. The SPAC Board has approved this Agreement and the Transactions, and such approvals are sufficient so that the restrictions on business combinations set forth in the SPAC Organizational Documents shall not apply to the Mergers, this Agreement, any Transaction Documents or any of the other Transactions.

SECTION 5.05. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and each of the other Transaction Documents, as applicable, by each of SPAC and BVI Merger Sub do not (and with respect to the Ancillary Agreements to be effective as of the Closing, will not upon effectiveness), and the performance of this Agreement and each of the other Transaction Documents, as applicable, by each of SPAC and BVI Merger Sub will not, (i) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Sections 5.04 and 5.05(b) have been obtained and/or made accordingly, conflict with or violate the SPAC Organizational Documents or the BVI Merger Sub Articles, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Sections 5.04 and 5.05(b) have been obtained and all filings and obligations described in Section 5.05(b) have been made, conflict with or violate any Law applicable to each of SPAC or BVI Merger Sub or by which any of its properties or assets are bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of each of SPAC or BVI Merger Sub pursuant to, any Contract to which each of SPAC or BVI Merger Sub is a party or by which each of SPAC or BVI Merger Sub or any of its properties or assets are bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) The execution and delivery of this Agreement and each of the other Transaction Documents, as applicable, by each of SPAC and BVI Merger Sub do not (and with respect to the Ancillary Agreements to be effective as of the Closing, will not upon effectiveness), and the performance of this Agreement and each of the other Transaction Documents, as applicable, by each of SPAC and BVI Merger Sub will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, Blue Sky Laws, state takeover laws and the rules and regulations of Nasdaq Capital Market and the Selected Stock Exchange, (ii) the filing and recordation of appropriate merger documents as required by the Cayman Companies Act and the BVI Companies Act, (iii) the pre-merger notification requirements set forth on Section 5.05 of the SPAC Disclosure Letter and (iv) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, individually or in the aggregate, has not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

SECTION 5.06. Compliance. Neither SPAC nor BVI Merger Sub has been or is in conflict with, or in default, breach or violation of, (a) any Law applicable to SPAC or BVI Merger Sub or by which any property or asset of SPAC or BVI Merger Sub is bound or affected, or (b) any SPAC Permit, except, in each case, for any such conflicts, defaults, breaches or violations that, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect. Each of SPAC and BVI Merger Sub is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for SPAC or BVI Merger Sub to own, lease and operate its properties in all material respects or to carry on its business in all material respects as it is now being conducted (each, a "**SPAC Permit**").

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

(a) SPAC has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the Securities and Exchange Commission (the "**SEC**"), together with any amendments, restatements or supplements thereto (collectively, the "**SPAC SEC Reports**"). SPAC has hereto furnished to the Company true and correct copies of all amendments and modifications that have not been filed by SPAC with the SEC to all agreements, documents and other instruments that previously had been filed by SPAC with the SEC and are currently in effect. As of their respective dates, the SPAC SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, and the rules and regulations promulgated thereunder, and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SPAC SEC Report that is a registration statement, or include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of any other SPAC SEC Report.

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

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

(d) SPAC is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq Capital Market.

(e) There are no outstanding loans or other extensions of credit made by SPAC to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of SPAC, and SPAC has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(f) Neither SPAC (including, to the knowledge of SPAC, any employee thereof) nor SPAC's independent auditors has identified or been made aware of (i) any fraud that involves SPAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by SPAC or (ii) as of the date hereof, any claim or allegation regarding any of the foregoing.

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

(h) Notwithstanding anything to the contrary in this Section 5.07, no representation or warranty is made in this Agreement as to the accounting treatment of the SPAC Warrants.

SECTION 5.08. Business Activities; Absence of Certain Changes or Events.

(a) Since its incorporation, SPAC has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination. Except as set forth in the SPAC Organizational Documents, there is no Contract or Governmental Order binding upon SPAC or to which SPAC is a party which has had or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of SPAC or any acquisition of property by SPAC or the conduct of business by SPAC as currently conducted or as contemplated to be conducted as of the Closing.

(b) Except for this Agreement and the Transactions, SPAC does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Transactions, SPAC has no interests, rights, obligations or liabilities with respect to, and is not party to, bound by or have its assets or property subject to, in each case whether directly or indirectly, any contract or transaction which is, or could reasonably be interpreted as constituting, a Business Combination.

(c) BVI Merger Sub was formed on July 15, 2021, solely for the purpose of engaging in the Transactions and is, and will be (a) at all times prior to the SPAC Merger Effective Time, wholly owned by SPAC and (b) at all times following the SPAC Merger Effective Time and prior to the Company Merger Effective Time, owned by Holdings. Since the date of its incorporation, BVI Merger Sub has not engaged, and at all times prior to the Company Merger Effective Time will not engage, in any activities other than the execution of this Agreement and the other Transaction Documents to which BVI Merger Sub is party, the performance of its obligations hereunder and thereunder in furtherance of the Transactions, and matters ancillary thereto. BVI Merger Sub does not have, and prior to the Company Merger Effective Time will not have, any operations, assets, liabilities or obligations of any nature other than those incurred in connection with its formation and pursuant to this Agreement and the Transactions.

(d) Since January 19, 2021, and on and prior to the date hereof, except as expressly contemplated by this Agreement, (i) SPAC has conducted its business in all material respects in the ordinary course, other than due to any actions taken due to any COVID-19 Measures, (ii) SPAC has not sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title, or interest in or to any of its material assets and (iii) SPAC has not taken any action that, if taken after the date hereof, would constitute a breach of any of the covenants set forth in Section 6.02.

(e) Since January 19, 2021, except as expressly contemplated by this Agreement, there has not been a SPAC Material Adverse Effect.

SECTION 5.09. Absence of Litigation. (a) As of the date hereof, there is no Action pending or, to the knowledge of SPAC, threatened against SPAC or its affiliates, or any property or asset of SPAC or its affiliates, before any Governmental Authority, and (b) as of the Closing, there is no Action pending or, to the knowledge of SPAC, threatened against SPAC or its affiliates, or any property or asset of SPAC or its affiliates, before any Governmental Authority that would reasonably be expected to have a SPAC Material Adverse Effect. Neither SPAC nor BVI Merger Sub nor any property or asset of SPAC or BVI Merger Sub is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of SPAC, continuing investigation by, any Governmental Authority, in each case that would, individually or in the aggregate, reasonably be expected to have a SPAC Material Adverse Effect.

SECTION 5.10. Board Approval; Vote Required.

(a) The SPAC Board has made available to the Company a complete and correct copy of the resolutions of the SPAC Board in respect of the Transactions, which such resolutions were duly adopted by written consent and have not been subsequently rescinded or modified in any way.

(b) The only vote of the holders of any class or series of share capital of SPAC necessary to approve the Transactions is the Requisite SPAC Shareholder Approval.

(c) BVI Merger Sub Board has made available to the Company a complete and correct copy of the resolutions of the BVI Merger Sub Board in respect of the Transactions, which such resolutions were duly adopted by written consent and have not been subsequently rescinded or modified in any way.

(d) The only vote of the holders of any class or series of shares of BVI Merger Sub that is necessary to approve the Transactions is the BVI Merger Sub Shareholder Approvals.

SECTION 5.11. Brokers. Except for Guggenheim Securities, LLC and Barclays Capital Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of SPAC or BVI Merger Sub. SPAC has provided the Company with a true and complete copy of all contracts, agreements and arrangements, including its engagement letters, with Guggenheim Securities, LLC and Barclays Capital Inc., other than those that have expired or terminated and as to which no further services or payments are contemplated thereunder to be provided in the future.

SECTION 5.12. SPAC Trust Fund. As of the date hereof, SPAC has no less than $345,000,000 in the trust fund established by SPAC for the benefit of its public shareholders (the "**Trust Fund**") (including, if applicable, an aggregate of approximately $12,075,000 of deferred underwriting discounts and commissions being held in the Trust Fund) maintained in a trust account at J.P. Morgan Chase Bank, N.A. (the "**Trust Account**"). The monies of such Trust Account are invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, and held in trust by Continental Stock Transfer & Trust Company (the "**Trustee**") pursuant to the Investment Management Trust Agreement, dated as of January 19, 2021, between SPAC and the Trustee (as amended, the "**Trust Agreement**"). The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms, subject to the Remedies Exceptions. SPAC has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder and there does not exist any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by SPAC or the Trustee. There are no separate contracts, agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied): (i) between SPAC or its affiliates and the Trustee that would cause the description of the Trust Agreement in the SPAC SEC

Reports to be inaccurate in any material respect; or (ii) that would entitle any person (other than shareholders of SPAC who shall have validly exercised their Redemption Rights) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except: (A) to pay income and franchise Taxes from any interest income earned in the Trust Account; and (B) upon the exercise of Redemption Rights in accordance with the provisions of the SPAC Organizational Documents. To SPAC's knowledge, as of the date hereof, following the Company Merger Effective Time, no shareholder of SPAC shall be entitled to receive any amount from the Trust Account except to the extent such shareholder is exercising its Redemption Rights. As of the date hereof, there are no Actions pending or, to the knowledge of SPAC, threatened in writing with respect to the Trust Account. As of the date hereof, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to SPAC at the Company Merger Effective Time.

SECTION 5.13. Employees. SPAC and BVI Merger Sub each have no (and have not at any point had any) employees on their payroll, and have not retained any contractors, other than consultants and advisors in the ordinary course of business. Other than reimbursement of any out-of-pocket expenses incurred by SPAC's officers and directors in connection with activities on SPAC's behalf in an aggregate amount not in excess of the amount of cash held by SPAC outside of the Trust Account, SPAC has no unsatisfied material liability with respect to any officer or director. SPAC and BVI Merger Sub have never and do not currently maintain, sponsor, or contribute to any Employee Benefit Plan. Neither the execution and delivery of this Agreement nor the consummation of the Transactions contemplated hereunder (either alone or upon the occurrence of any additional or subsequent events or the passage of time) will (i) cause any compensatory payment or benefit, including any retention, bonus, fee, distribution, remuneration, or other compensation payable to any person who is or has been an employee of or independent contractor to SPAC or BVI Merger Sub (other than fees (including any success fees) paid to consultants, advisors, placement agents or underwriters engaged by SPAC or BVI Merger Sub in connection with its initial public offering or this Agreement and the Transactions) to increase or become due to any such person or (ii) result in forgiveness of indebtedness with respect to any employee of SPAC or BVI Merger Sub.

SECTION 5.14. Taxes.

(a) SPAC and BVI Merger Sub: (i) have duly filed (taking into account any extension of time within which to file) all material Tax Returns they are required to file as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all material Taxes that they are required to pay (whether or not shown as due on such filed Tax Returns); (iii) with respect to all material Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which such waiver or extension remains in effect; and (iv) do not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending, asserted or proposed or threatened in writing.

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

(c) Each of SPAC and BVI Merger Sub has withheld and paid to the appropriate Tax Authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party and has complied in all material respects with all applicable laws, rules and regulations relating to the reporting, payment, and withholding of Taxes.

(d) Neither SPAC nor BVI Merger Sub has been a member of an affiliated group filing a consolidated, combined or unitary income Tax Return (other than a group of which SPAC is the common parent).

(e) Neither SPAC nor BVI Merger Sub has had any material liability for the Taxes of any other person as a result of the failure by such other person to discharge such Tax in circumstances where such other person is primarily liable for such Tax, as a transferee or successor, by contract or otherwise (other than, in each case, liabilities for Taxes pursuant to an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes).

(f) Neither SPAC nor BVI Merger Sub has (i) any request for a material ruling in respect of Taxes pending between SPAC or BVI Merger Sub, on the one hand, and any Tax Authority, on the other hand or (ii) entered into any closing agreements, private letter rulings, technical advice memoranda or similar agreements with a Tax Authority in respect of material Taxes, in each case, that will be in effect after the Closing.

(g) No Tax Authority has asserted in writing or, to the knowledge of SPAC, has threatened to assert against SPAC or BVI Merger Sub any deficiency or claim for material Taxes.

(h) There are no Tax liens upon any assets of SPAC or BVI Merger Sub except for Permitted Liens.

(i) Neither SPAC nor BVI Merger Sub has received written notice from a Tax Authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(j) Neither SPAC nor BVI Merger Sub has received written notice of any claim from a Tax Authority in a jurisdiction in which SPAC or BVI Merger Sub does not file Tax Returns stating that SPAC or BVI Merger Sub (as applicable) is or may be subject to material taxation in such jurisdiction.

(k) SPAC has no Subsidiaries (and has not had any Subsidiary), other than BVI Merger Sub.

(l) As of the date hereof, to the knowledge of the SPAC, there are no current facts or circumstances that could reasonably be expected to prevent or impede the SPAC Merger (taken together with the Holdings Redemption) or the Company Merger (taken together with the Convertible Note Conversion) from qualifying for the Intended Tax Treatment. SPAC has neither taken any action, nor has any current plan, intention or obligation to take any action, that could reasonably be expected to prevent or impede the SPAC Merger (taken together with the Holdings Redemption) or the Company Merger (taken together with the Convertible Note Conversion) from qualifying for the Intended Tax Treatment.

(m) As of the SPAC Merger Date, BVI Merger Sub has made a protective initial entity classification election on IRS Form 8832, effective as of the date of its formation, to be classified as an association taxable as a corporation for U.S. federal income tax purposes.

SECTION 5.15. Registration and Listing. As of the date hereof, the existing and outstanding SPAC Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq Capital Market under the symbol “GMBTU”, the issued and outstanding SPAC Class A Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq Capital Market under the symbol “GMBT,” and the issued and outstanding SPAC Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq Capital Market under the symbol “GMBTW”. Except as disclosed on Section 5.15 of the SPAC Disclosure Letter, (a) SPAC has complied in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq Capital Market and (b) as of the date hereof, there is no Action pending or, to the knowledge of SPAC, threatened in writing against SPAC by Nasdaq Capital Market or the SEC with respect to any intention by such entity to deregister the SPAC Units, the SPAC Class A Ordinary Shares or SPAC Warrants or terminate the listing of SPAC on Nasdaq Capital Market. As of

the date hereof, none of SPAC or any of its affiliates has taken any action in an attempt to terminate the registration of the SPAC Units, the SPAC Class A Ordinary Shares or the SPAC Warrants under the Exchange Act.

SECTION 5.16. Agreements; Contracts and Commitments.

(a) Section 5.16 of the SPAC Disclosure Letter sets forth a true, correct and complete list of, and SPAC has made available to Company complete and correct copies of, each "material contract" (as such term is defined in Regulation S-K) to which SPAC or BVI Merger Sub is party (the "**SPAC Material Contracts**"), other than any such SPAC Material Contract that is listed as an exhibit to any SPAC SEC Report or any of the Transaction Documents.

(b) Neither SPAC nor BVI Merger Sub nor, to the knowledge of SPAC, any other party thereto, is in breach of or in default under, and to the knowledge of SPAC, no event has occurred which with notice or lapse of time or both would become a breach of or default under, any SPAC Material Contract.

SECTION 5.17. Interested Party Transactions.

(a) Section 5.17 of the SPAC Disclosure Letter sets forth, and SPAC has made available to the Company complete and correct copies of, all Contracts between SPAC or its Subsidiaries, on the one hand, and any SPAC Related Party, on the other hand, as of the date hereof. No SPAC Related Party (a) owns any interest in any material asset used or held by SPAC or its Subsidiaries or (b) owes any material amount to, or is owed any material amount by, SPAC or its Subsidiaries. All Contracts, arrangements, understandings, interests and other matters that are required to be disclosed pursuant to this Section 5.17 are referred to herein as "**SPAC Related Party Transactions**". "**SPAC Related Party**" shall mean any affiliate of either SPAC or the Sponsor, or any of their respective current, former or future directors, officers, general or limited partners, direct or indirect equityholders (including the Sponsor), members, managers, controlling person, employees, family members or other representatives and the respective successors and assigns of any of the foregoing persons.

SECTION 5.18. Investment Company Act. Neither SPAC nor BVI Merger Sub is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 5.19. Private Placements. Other than the Subscription Agreements, there are no agreements, side letters, arrangements or other Contracts between SPAC or any of its affiliates and any PIPE Investor or, to the knowledge of SPAC, any of its affiliates that would affect the obligation of such PIPE Investor to contribute to Holdings the applicable portion of the PIPE Investment Amount set forth in the Subscription Agreement of such PIPE Investor, and SPAC does not know of any facts or circumstances that would result in any of the conditions set forth in any Subscription Agreement not being satisfied. Except as set forth in the Subscription Agreements, no fees, consideration (other than Holdings Common Shares A issued in connection with the PIPE Investment Amount) or other discounts are payable or have been agreed by SPAC or any of its affiliates to any PIPE Investor or, to the knowledge of SPAC, any of its affiliates in respect of its portion of the PIPE Investment Amount.

SECTION 5.20. SPAC's and BVI Merger Sub's Investigation and Reliance. Each of SPAC and BVI Merger Sub is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and any Company Subsidiary and the Transactions, which investigation, review and analysis were conducted by SPAC and BVI Merger Sub together with expert advisors, including legal counsel, that they have engaged for such purpose. SPAC, BVI Merger Sub and their Representatives have been provided with full and complete access to the Representatives, properties, offices, plants and other facilities, books and records of the Company and any Company Subsidiary and other information that they have requested in connection with their investigation of the Company and the Company Subsidiaries and the Transactions. Neither SPAC nor BVI Merger Sub is relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any Company Subsidiary or any of its or their respective Representatives, except as expressly set

forth in Article IV (as modified by the Company Disclosure Letter), in the Transaction Documents or in the corresponding representations and warranties contained in the certificate delivered pursuant to Section 8.02(c). Neither the Company nor any of its respective shareholders, affiliates or Representatives shall have any liability to SPAC, BVI Merger Sub or any of their respective shareholders, affiliates or Representatives resulting from the use of any information, documents or materials made available to SPAC, BVI Merger Sub or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions, except as expressly set forth in this Agreement (as modified by the Company Disclosure Letter), the Transaction Documents or in any certificate delivered by the Company pursuant to this Agreement. SPAC and BVI Merger Sub acknowledge that, except as expressly set forth in this Agreement (as modified by the Company Disclosure Letter) or in any certificate delivered by the Company pursuant to this Agreement, neither the Company nor any of its shareholders, affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company and/or any Company Subsidiary.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE TRANSACTIONS

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

(a) The Company agrees that, between the date hereof and the Company Merger Effective Time or the earlier termination of this Agreement, except as (i) expressly contemplated by any other provision of this Agreement or any Ancillary Agreement, (ii) set forth in Section 6.01 of the Company Disclosure Letter, or (iii) required by applicable Law or Governmental Order, unless SPAC shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) the Company shall use commercially reasonable efforts, and shall cause the Company Subsidiaries to use commercially reasonable efforts, to conduct their business in the ordinary course of business in all material respects (taking into account recent past practice in light of COVID-19, including any actions taken by the Company due to COVID-19 Measures prior to the date hereof); *provided* that any action taken, or omitted to be taken, that is required by applicable Law or Governmental Order (including COVID-19 Measures) shall be deemed to be in the ordinary course of business; and

(ii) the Company shall use commercially reasonable efforts to preserve substantially intact the business organization of the Company and the Company Subsidiaries, to keep available the services of the current officers, key employees and consultants of the Company and the Company Subsidiaries and to preserve the current relationships of the Company and the Company Subsidiaries with customers, suppliers and other persons with which the Company or any Company Subsidiary has significant business relations, in each case in all material respects.

(b) Except as (i) expressly contemplated by any other provision of this Agreement, including any subclause of this Section 6.01(b), or any Ancillary Agreement, (ii) set forth in Section 6.01 of the Company Disclosure Letter, or (iii) required by applicable Law or Governmental Order (including COVID-19 Measures), the Company shall not, and shall cause each Company Subsidiary not to, between the date hereof and the Company Merger Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of SPAC (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) amend or otherwise change the memorandum and article of association, bylaws or other organizational documents of the Company, Holdings or Cayman Merger Sub or any other Company Subsidiary;

(ii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company, Holdings or Cayman Merger Sub or any other Company Subsidiary;

(iii) other than transactions among solely the Company and the Company Subsidiaries or among solely the Company Subsidiaries, issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock of the Company or any Company Subsidiary, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of the Company or any Company Subsidiary; *provided* that (1) the exercise of any Company Options in effect and outstanding on the date hereof as expressly permitted by this Agreement, (2) the issuance of Company Common Shares A (or other class of equity security of the Company, as applicable) pursuant to the terms of the Company Preferred Shares or Company Convertible Notes, in each case in effect and outstanding on the date hereof and (3) the issuance of Company Common Shares A (or other class of equity security of the Company, as applicable) as consideration for an acquisition otherwise permitted by this Section 6.01(b));

(iv) sell, pledge, dispose of, or encumber any material assets of the Company or any Company Subsidiary, except for (1) dispositions of obsolete or worthless equipment or assets that are no longer used or useful in the conduct of business, (2) transactions among solely the Company and the Company Subsidiaries or among solely the Company Subsidiaries and (3) the sale or provision of goods or services to customers in the ordinary course of business;

(v) enter into a joint venture or similar partnership or alliance with any other person;

(vi) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than any dividends or other distributions from any wholly owned Company Subsidiary to the Company or any other wholly owned Company Subsidiary;

(vii) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its shares or capital stock, other than (x) acquisitions of any such shares or capital stock or other Company securities in connection with the exercise of Company Options, (y) such transactions among solely the Company and the Company Subsidiaries or among solely the Company Subsidiaries or (z) any such transaction by a wholly owned Company Subsidiary that remains a wholly owned Company Subsidiary after consummation of such transaction;

(viii) acquire (including by merger, consolidation, acquisition of stock or any other business combination) any equity interests in or substantially all of the assets of any corporation, partnership, other business organization or any division thereof, if the aggregate amount of consideration paid or transferred by the Company and the Company Subsidiaries would exceed $5,000,000 in the aggregate; *provided*, that such acquisitions would not require the presentation of any financial statements of a business acquired or to be acquired pursuant to Rule 3-05 of Regulation S-X and would not reasonably be expected to prevent or materially delay the consummation of the Transactions;

(ix) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for (including by entering into any “keep well” or similar agreement to maintain the financial condition of any other person), any such indebtedness or debt securities of any person, except for (A) the incurrence of indebtedness of any kind under any credit facilities or other debt instruments (including under any applicable credit line) of the Company or the Company Subsidiaries in existence as of the date hereof, (B) intercompany indebtedness among the Company and any wholly-owned Company Subsidiary or among wholly-owned Company Subsidiaries and (C) other indebtedness in an aggregate principal amount not to exceed the amount set forth on Section 6.01(b)(ix) of the Company Disclosure Letter and incurred in accordance with Section 6.01(b)(ix) of the Company Disclosure Letter;

(x) make any loans, advances or capital contributions to, or investments in, any other person (including to any of its officers, directors, agents or consultants, except, (A) reimbursement to employees or officers of the Company or any Company Subsidiaries of expenses incurred by such persons on behalf of the Company

or any Company Subsidiaries in the ordinary course of business and consistent with past practices and the policies of the Company and the Company Subsidiaries in effect as of the date hereof, (B) prepayments and deposits paid to suppliers of the Company or any Company Subsidiary in the ordinary course of business consistent with past practice, (C) trade credit extended to customers of the Company or any Company Subsidiary in the ordinary course of business consistent with past practice or (D) as permitted pursuant to Section 6.01(b)(viii);

(xi) make any capital expenditures in excess of $1,000,000, individually or in the aggregate;

(xii) acquire any fee interest in real property;

(xiii) except as required by applicable Law or pursuant to the terms of any Plan as in effect on the date hereof, (A) grant any increase in the compensation, incentives or benefits paid, payable, or to become payable to any current or former Service Provider of the Company, except for increases in salary or hourly wage rates (and any corresponding bonus opportunity increases) made in the ordinary course of business in a manner consistent with past practice to any such Service Provider (other than directors or executive officers of the Company or a Company Subsidiary); (B) grant any retention, change in control, severance or termination pay to any Service Provider, other than severance or other termination pay or benefits in the ordinary course of business in a manner consistent with past practice to terminated Service Providers who are not directors or executive officers of the Company or a Company Subsidiary and who are not employees with an annual base salary at or above $100,000; (C) accelerate or commit to accelerate the funding, time of payment, or vesting of any compensation or benefits to any current or former Service Provider or holder of Company Options; (D) become obligated under or enter into any collective bargaining agreement, collective agreement or other contract or agreement with a labor union, trade union, works council, or similar representative of Company employees; (E) hire any employee of the Company or any Company Subsidiary except (1) to replace a departed employee, as permitted hereunder (in which case such hiring shall be on terms substantially similar to the terms applicable to the employment of the employee being replaced) or (2) if such new employee has an annual base salary below $180,000 and is hired in the ordinary course; or (F) terminate the employment of any employee with an annual base salary at or above $100,000, other than any such termination for cause (as determined by the Company) or due to death or disability;

(xiv) make any material change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as (A) contemplated by this Agreement or the Transactions or (B) required by a concurrent amendment in IFRS or applicable Law or Governmental Order made subsequent to the date hereof, as agreed to by its independent accountants;

(xv) (A) amend any material Tax Return, (B) change any material method of Tax accounting, (C) make, change or rescind any material election relating to Taxes, or (D) settle or compromise any material Tax audit, assessment, Tax claim or other controversy relating to Taxes, in each case that is reasonably likely to result in an increase to Tax liability, which increase is material to the Company and the Company Subsidiaries taken as a whole;

(xvi) (A) materially amend or modify, or consent to the termination (excluding any expiration in accordance with its terms) of, any Material Contract or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of the Company's or any Company Subsidiary's material rights thereunder, in each case in a manner that would be adverse to the Company and the Company Subsidiaries or (B) enter into any contract or agreement that would have been a Material Contract had it been entered into prior to the date hereof, in each case of the foregoing, except in the ordinary course of business consistent with past practice;

(xvii) enter into any Contract that obligates the Company or any Company Subsidiary to develop any Intellectual Property related to the business of the Company, which such Intellectual Property would be owned by a third-party;

(xviii) permit any material item of Company-Owned IP to lapse or to be abandoned, dedicated to the public or disclaimed, fail to perform or make any required filings or recordings, fail to pay all required fees

required to maintain and protect its interest in material items of Company-Owned IP or otherwise fail to use commercially reasonable efforts to defend the validity and enforceability of any material item of Company-Owned IP;

(xix) waive, release, assign, settle or compromise any Action, other than waivers, releases, assignments, settlements or compromises that do not involve payments by the Company and the Company Subsidiaries in excess of $500,000 in the aggregate, in each case in excess of insurance proceeds; *provided* that no such waiver, release, assignment, settlement or compromise may involve any material injunctive or equitable relief, or impose material restrictions, on the business activities of the Company and the Company Subsidiaries, taken as a whole (other than customary confidentiality obligations);

(xx) enter into any material new line of business outside of the business currently conducted by the Company or the Company Subsidiaries as of the date hereof, which, for the avoidance of doubt, shall not prohibit any geographic expansion of the business lines of the Company and the Company Subsidiaries conducted as of the date hereof;

(xxi) (A) voluntarily fail to maintain or cancel without replacing any coverage under any insurance policy existing as of the date hereof in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to the Company and any Company Subsidiaries and their assets and properties or change coverage in a manner materially detrimental to the Company and the Company Subsidiaries, taken as a whole, or (B) except as permitted by Sections 7.07 and 7.08, enter into any material insurance policy insuring the business of the Company or any of the Company Subsidiaries (including any directors' and officers' liability policy);

(xxii) amend or modify, or consent to the termination (excluding any expiration in accordance with its terms) of, the SPAC Shareholder Support Agreement or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of the Company's or any Company Subsidiary's rights thereunder; or

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

(c) Nothing herein shall require the Company to obtain consent from SPAC to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law (including any COVID-19 Measures), and nothing contained in this Section 6.01 shall give to SPAC, directly or indirectly, the right to control the Company or any of the Company Subsidiaries prior to the Closing Date. Prior to the Closing Date, each of SPAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

SECTION 6.02. Conduct of Business by SPAC and Merger Sub Pending the Transactions.

(a) Except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement and except as required by applicable Law or Governmental Order, SPAC agrees that from the date hereof until the earlier of the termination of this Agreement and the Company Merger Effective Time, unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), SPAC shall use commercially reasonable efforts to, and shall cause BVI Merger Sub to use commercially reasonable efforts to, conduct their respective businesses in the ordinary course of business in all material respects.

(b) Except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement and as required by applicable Law or Governmental Order, neither SPAC nor BVI Merger Sub shall, between the date hereof and the Company Merger Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) amend or otherwise change the SPAC Organizational Documents or the BVI Merger Sub Articles or form any Subsidiary of SPAC other than BVI Merger Sub;

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

(iii) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the SPAC Shares or SPAC Warrants, except for redemptions from the Trust Fund and conversion of the SPAC Class B Ordinary Shares that are required pursuant to the SPAC Organizational Documents;

(iv) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of SPAC or BVI Merger Sub, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of SPAC or BVI Merger Sub, except in connection with conversion of the SPAC Class B Ordinary Shares that are required pursuant to the SPAC Organizational Documents or in connection with a loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the Transactions or other expenses unrelated to the Transactions;

(v) (i) acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or otherwise acquire any securities or material assets from any third party, (ii) enter into any strategic joint ventures, partnerships or alliances with any other person or (iii) make any loans, advances or capital contributions to, or investments in, any other person (including to any of its officers, directors, agents or consultants) or initiate the start up of any new business, non-wholly owned Subsidiary or joint venture;

(vi) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person or persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of SPAC, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing, in each case, except for any loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the Transactions or other expenses unrelated to the Transactions;

(vii) make any change in any method of financial accounting or financial accounting principles, policies, procedures or practices, except as required by a concurrent amendment in GAAP or applicable Law made subsequent to the date hereof, as agreed to by its independent accountants;

(viii) (A) amend any material Tax Return, (B) change any material method of Tax accounting, (C) make, change or rescind any material election relating to Taxes, or (D) settle or compromise any material U.S. federal, state, local or non-U.S. Tax audit, assessment, Tax claim or other controversy relating to Taxes, in each case that is reasonably likely to result in an increase to a Tax liability, which increase is material to SPAC and BVI Merger Sub taken as a whole;

(ix) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of, or otherwise liquidate, dissolve, reorganize or wind up the business and operations of, SPAC or BVI Merger Sub;

(x) amend or modify the Trust Agreement or any other agreement related to the Trust Account;

(xi) (i) hire any employee or (ii) adopt or enter into any Employee Benefit Plan (including grant or establish any form of compensation or benefits to any current or former employee, officer, director or other individual service provider of SPAC (for the avoidance of doubt, other than consultants, advisors, including legal counsel, or institutional service providers engaged by SPAC));

(xii) enter into, renew, modify, amend or revise any SPAC Related Party Transactions (or any Contract that if entered into prior to the execution and delivery of this Agreement would be a SPAC Related Party Transaction), except for any loan from the Sponsor or an affiliate thereof or certain of SPAC's officers and directors to finance SPAC's transaction costs in connection with the Transactions or other expenses unrelated to the Transactions; or

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

(c) Nothing herein shall require SPAC to obtain consent from the Company to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law (including any COVID-19 Measures) and nothing contained in this Section 6.02 shall give to the Company, directly or indirectly, the right to control SPAC or any of its Subsidiaries prior to the Closing Date. Prior to the Closing Date, each of the Company and SPAC shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

SECTION 6.03. Conduct of Business by Holdings, Cayman Merger Sub and BVI Merger Sub. Between the date hereof and the Company Merger Effective Time or the earlier termination of this Agreement, none of Holdings, Cayman Merger Sub or BVI Merger Sub shall engage in any activities other than the execution of any Transaction Documents to which it is party and the performance of its obligations hereunder and thereunder in furtherance of the Transactions (and matters ancillary thereto).

SECTION 6.04. Claims Against Trust Account. The Company agrees that, notwithstanding any other provision contained in this Agreement, the Company does not now have, and shall not at any time prior to the Company Merger Effective Time have, any claim to, or make any claim against, the Trust Fund, regardless of whether such claim arises as a result of, in connection with or relating in any way to, the business relationship between the Company on the one hand, and SPAC on the other hand, this Agreement, or any other agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to in this Section 6.04 as the "**Claims**"). Notwithstanding any other provision contained in this Agreement, the Company hereby irrevocably waives any Claim it may have, now or in the future and will not seek recourse against the Trust Fund for any reason whatsoever in respect thereof; *provided*, *however*, that the foregoing waiver will not limit or prohibit the Company from pursuing a claim against SPAC, BVI Merger Sub or any other person (a) for legal relief against monies or other assets of SPAC or BVI Merger Sub held outside of the Trust Account or for specific performance or other equitable relief in connection with the Transactions (including a claim for SPAC to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Redemption Rights)) or (b) for damages (subject to the provisions of this Agreement) for breach of this Agreement against SPAC (or any successor entity) or BVI Merger Sub in the event this Agreement is terminated for any reason and SPAC consummates a business combination transaction with another party. In the event that the Company commences any Action against or involving the Trust Fund in violation of the foregoing, SPAC shall be entitled to recover from the Company the associated reasonable legal fees and costs in connection with any such action, in the event SPAC prevails in such Action.

ARTICLE VII

ADDITIONAL AGREEMENTS

SECTION 7.01. No Solicitation.

(a) From the date hereof and ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, the Company shall not, and shall cause the Company Subsidiaries not to, and shall direct its and their respective Representatives acting on its or their behalf not to, directly or indirectly, (i) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning any (x) sale of 5% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, (y) sale of 5% or more of the outstanding shares or capital stock of the Company or one or more Company Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, or (z) merger, consolidation, liquidation, dissolution or similar transaction involving the Company or one or more of the Company Subsidiaries holding assets constituting, individually or in the aggregate, 5% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, in each case, other than with SPAC and its Representatives (an "**Alternative Transaction**"), (ii) amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of the Company Subsidiaries, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Alternative Transaction, (iv) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any Alternative Transaction or any proposal or offer that could reasonably be expected to lead to an Alternative Transaction, (v) commence, continue or renew any due diligence investigation regarding any Alternative Transaction, or (vi) resolve or agree to do any of the foregoing or otherwise authorize or permit any of its Representatives acting on its behalf to take any such action. The Company shall, and shall cause the Company Subsidiaries to, and shall direct its and their respective affiliates and Representatives acting on their behalf to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any Alternative Transaction. The Company also agrees that it will promptly request each special purpose acquisition company that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of an Alternative Transaction to return or destroy all confidential information furnished to such person by or on behalf of the Company prior to the date hereof.

(b) From the date hereof and ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, the Company shall notify SPAC promptly after receipt (and in any event no later than forty-eight (48) hours following such receipt) by the Company, the Company Subsidiaries or any of their respective Representatives of any inquiry or proposal with respect to an Alternative Transaction, any inquiry that would reasonably be expected to lead to an Alternative Transaction or any request for non-public information relating to the Company or any of the Company Subsidiaries or for access to the business, properties, assets, personnel, books or records of the Company or any of the Company Subsidiaries by any third party, in each case that is related to or that would reasonably be expected to lead to an Alternative Transaction. In such notice, the Company shall identify the third party making any such inquiry, proposal, indication or request with respect to an Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request. The Company shall keep SPAC informed, on a reasonably current and prompt basis, of the status and material terms of any such inquiry, proposal, indication or request with respect to an Alternative Transaction, including any material amendments or proposed amendments thereto.

(c) If the Company or any of the Company Subsidiaries or any of its or their respective Representatives receives any inquiry or proposal with respect to an Alternative Transaction at any time from the date hereof and

ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, then the Company shall promptly (and in any event no later than forty-eight (48) hours after the Company becomes aware of such inquiry or proposal) notify such person in writing that the Company is subject to an exclusivity agreement with respect to the Alternative Transaction that prohibits them from considering such inquiry or proposal. Without limiting the foregoing, the parties agree that any violation of the restrictions set forth in this Section 7.01 by the Company or any of the Company Subsidiaries or its or their respective affiliates or Representatives shall be deemed to be a breach of this Section 7.01 by the Company.

(d) From the date hereof and ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, each of SPAC and BVI Merger Sub shall not, and shall direct their respective affiliates and Representatives acting on their behalf not to, directly or indirectly, (i) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning any merger, consolidation, or acquisition of stock or assets or any other business combination involving SPAC or any of its Subsidiaries, on the one hand, and any other corporation, partnership or other business organization other than the Company and Company Subsidiaries, on the other hand (a "**SPAC Alternative Transaction**"), (ii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any SPAC Alternative Transaction, (iii) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any SPAC Alternative Transaction or any proposal or offer that could reasonably be expected to lead to a SPAC Alternative Transaction, (iv) commence, continue or renew any due diligence investigation regarding any SPAC Alternative Transaction, or (v) resolve or agree to do any of the foregoing or otherwise authorize or permit any of its affiliates or Representatives acting on its behalf to take any such action. Each of SPAC and BVI Merger Sub shall, and shall direct their respective affiliates and Representatives acting on their behalf to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any SPAC Alternative Transaction; *provided*, *however*, for the avoidance of doubt, nothing in this Section 7.01 shall limit the rights of any affiliate of SPAC, including Sponsor, or any of its Representatives with respect to any transaction involving any person (other than SPAC or its Subsidiaries) and any corporation, partnership or other business organization (other than the Company and its Subsidiaries). The parties agree that any violation of the restrictions set forth in this Section 7.01 by SPAC or BVI Merger Sub or their respective affiliates or Representatives shall be deemed to be a breach of this Section 7.01 by SPAC and BVI Merger Sub.

(e) From the date hereof and ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, SPAC shall notify the Company promptly after receipt (and in any event no later than 48 hours following such receipt) by SPAC, any of its Subsidiaries or any of its or their respective Representatives of any inquiry or proposal with respect to a SPAC Alternative Transaction, any inquiry that would reasonably be expected to lead to a SPAC Alternative Transaction or any request for non-public information relating to SPAC or any of its Subsidiaries or for access to the business, properties, assets, personnel, books or records of SPAC by any third party, in each case that is related to or that would reasonably be expected to lead to a SPAC Alternative Transaction. In such notice, SPAC shall identify the third party making any such inquiry, proposal, indication or request with respect to a SPAC Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request. SPAC shall keep the Company informed, on a reasonably current and prompt basis, of the status and material terms of any such inquiry, proposal, indication or request with respect to a SPAC Alternative Transaction, including any material amendments or proposed amendments thereto.

(f) If SPAC, any of its Subsidiaries or any of its or their respective Representatives receives any inquiry or proposal with respect to a SPAC Alternative Transaction at any time from the date hereof and ending on the earlier of the Closing and the termination of this Agreement in accordance with Section 9.01, then SPAC shall

promptly notify such person in writing that SPAC is subject to an exclusivity agreement with respect to the Alternative Transaction that prohibits them from considering such inquiry or proposal.

SECTION 7.02. Registration Statement; Proxy Statement.

(a) As promptly as practicable after the execution of this Agreement, subject to the terms of this Section 7.02, the Company and SPAC shall jointly prepare and Holdings shall file with the SEC a mutually agreed upon (such agreement not to be unreasonably withheld, conditioned or delayed by the Company or SPAC) registration statement on Form F-4 (together with all amendments thereto, the "**Registration Statement**") in connection with the registration under the Securities Act of the Holdings Units (including the Holdings Common Shares A and Holdings Warrants (and the Holdings Common Shares A issuable upon exercise thereof)) to be issued in the SPAC Merger, the Holdings Common Shares A to be issued in the Company Merger, the Holdings Common Shares A to be issued in the Convertible Note Conversion (other than with respect to any Company Exchangeable Notes) and the Holdings Common Shares A issuable pursuant to Section 3.04, which such Registration Statement shall include a proxy statement / prospectus containing a proxy statement in preliminary form (as amended or supplemented, the "**Proxy Statement**") to be sent to the SPAC's shareholders relating to the extraordinary general meeting of SPAC's shareholders (including any adjournment or postponement thereof, the "**SPAC Shareholders' Meeting**") to be held to consider (A) approval and adoption of this Agreement, the Cayman Plan of Merger and the Mergers (including the rights of dissention applicable to the SPAC Merger) and the other Transactions contemplated by this Agreement, including the adoption of the Holdings A&R Articles effective as of the SPAC Merger Effective Time, and any separate or unbundled proposals as are required to implement the foregoing, (B) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto and (C) any other proposals the parties deem necessary to effectuate the Transactions, including the appointment of the New Board, the adoption of the Holdings A&R Articles and the Holdings Public Company Articles and the appointments in respect of the Holdings Board at the SPAC Merger Effective Time in accordance with Section 7.16(e) (clauses (A), (B) and (C), collectively, the "**Required SPAC Proposals**"). Each of the Company, Holdings and SPAC shall furnish all information concerning such party as the other party may reasonably request in connection with such actions and the preparation of the Merger Materials. SPAC, the Company and Holdings each shall use their reasonable best efforts to (w) cause the Registration Statement, when filed with the SEC, to comply in all material respects with all legal requirements applicable thereto, (x) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Merger Materials, (y) cause the Registration Statement to be declared effective as promptly as practicable and (z) keep the Registration Statement effective as long as is necessary to consummate the Transactions. Prior to the effective date of the Registration Statement, SPAC shall take all actions necessary to cause the Merger Materials to be mailed to its shareholders as of the applicable record date as promptly as practicable (and in any event within three (3) Business Days) following the date upon which the Registration Statement becomes effective. Each of the Company, Holdings and SPAC shall otherwise reasonably assist and cooperate with the other party in the preparation of the Merger Materials and the resolution of any comments received from the SEC. In furtherance of the foregoing, each of the Company and SPAC shall cause its and its Subsidiaries' respective officers and employees to be reasonably available to the other party and its counsel in connection with the drafting of the Merger Materials and to respond in a timely manner to comments on the Merger Materials from the SEC. For purposes of this Agreement, the term "**Merger Materials**" means the Registration Statement, including the prospectus forming a part thereof, the Proxy Statement, and any amendments thereto.

(b) No filing of, or amendment or supplement to the Merger Materials will be made by Holdings, the Company or SPAC without the approval of the other parties (such approval not to be unreasonably withheld, conditioned or delayed). Each of Holdings, the Company and SPAC will advise the other parties, promptly after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order, or of the suspension of the qualification of the Holdings Common Shares to be issued or issuable pursuant to this Agreement. Each of Holdings, the Company and SPAC will advise the other parties, promptly after it receives notice thereof, of any request by the SEC for

amendment of the Merger Materials or comments thereon and responses thereto or requests by the SEC for additional information. Each of Holdings, the Company and SPAC shall, as promptly as practicable after receipt thereof, supply the other parties with copies of all written correspondence between it or any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, or, if not in writing, a description of such communication, with respect to the Merger Materials or the Merger. No response to any comments from the SEC or the staff of the SEC relating to the Merger Materials will be made by Holdings, the Company or SPAC without the prior consent of the other parties (such consent not to be unreasonably withheld, conditioned or delayed), and without providing the other parties a reasonable opportunity to review and comment thereon unless pursuant to a telephone call initiated by the SEC.

(c) SPAC represents that the information supplied by it for inclusion in the Merger Materials shall not, at (i) the time the Registration Statement is declared effective, (ii) the time the Merger Materials are mailed to its shareholders and (iii) the time of the SPAC Shareholders' Meeting, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, at any time prior to the Company Merger Effective Time, any event or circumstance relating to SPAC or BVI Merger Sub or their respective officers or directors should be discovered by SPAC which should be set forth in an amendment or a supplement to the Merger Materials, SPAC shall promptly inform the Company.

(d) The Company represents that the information supplied by it for inclusion in the Merger Materials shall not, at (i) the time the Registration Statement is declared effective and (ii) the time of the SPAC Shareholders' Meeting, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, at any time prior to the Company Merger Effective Time, any event or circumstance relating to the Company or any Company Subsidiary or any of their respective officers or directors should be discovered by the Company which should be set forth in an amendment or a supplement to the Merger Materials, the Company shall promptly inform SPAC.

(e) Prior to distributing materials to be provided to the shareholders of the Company in connection with soliciting consent from such persons to the Transactions contemplated by this Agreement, the Company shall provide a draft copy of such materials to SPAC and shall consider in good faith any comments or suggested changes that SPAC proposes with respect to such materials.

SECTION 7.03. Company Shareholder Approval; Holdings Shareholder Approval; Cayman Merger Sub Shareholder Approval.

(a) The Company shall (i) obtain and deliver to SPAC, the Requisite Company Shareholder Approval, (A) substantially in the form of written consents attached hereto as Exhibit A (the "**Written Consents**") executed by each of the Key Company Shareholders (pursuant to the Company Transaction Support Agreement), as soon as reasonably practicable after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to shareholders, and in any event within five (5) Business Days after the Registration Statement is declared effective, and (B) in accordance with the terms and subject to the conditions of the Company Articles, and (ii) use reasonable best efforts to take all other action necessary or advisable to secure the Requisite Company Shareholder Approval and, if applicable, any additional consents or approvals of its shareholders related thereto.

(b) Promptly following the execution of this Agreement, the Company shall deliver the Holdings Shareholder Approval as the sole shareholder of Holdings.

(c) Promptly following the execution of this Agreement, Holdings shall deliver the Cayman Merger Sub Shareholder Approval as the sole shareholder of Cayman Merger Sub.

SECTION 7.04. SPAC Shareholders' Meeting; BVI Merger Sub Shareholder Approvals.

(a) SPAC shall call and hold the SPAC Shareholders' Meeting as promptly as practicable after the date on which the Registration Statement becomes effective for the purpose of voting solely upon the Required SPAC Proposals, and SPAC shall use its reasonable best efforts to hold the SPAC Shareholders' Meeting as soon as practicable after the date on which the Registration Statement becomes effective; *provided*, that SPAC may (or, upon the receipt of a request to do so from the Company, shall) postpone or adjourn the SPAC Shareholders' Meeting on one or more occasions for up to thirty (30) days in the aggregate (or, if earlier, until the Outside Date) upon the good faith determination by the SPAC Board that such postponement or adjournment is reasonably necessary to solicit additional proxies to obtain approval of the Required SPAC Proposals or otherwise take actions consistent with SPAC's obligations pursuant to Section 7.10, and at least 10 days' written notice of the SPAC Shareholders' Meeting is given to the SPAC shareholders in accordance with the SPAC Articles of Association. SPAC shall use its reasonable best efforts to obtain the approval of the Required SPAC Proposals at the SPAC Shareholders' Meeting, including by soliciting from its shareholders proxies as promptly as possible in favor of the Required SPAC Proposals, and shall take all other action necessary or advisable to secure the required vote or consent of its shareholders. The SPAC Board shall have unanimously recommended to its shareholders that they approve the Required SPAC Proposals (the "**SPAC Recommendation**") and shall include the SPAC Recommendation in the Proxy Statement. Neither the SPAC Board nor any committee thereof shall: (i) withdraw, modify, amend or qualify (or propose to withdraw, modify, amend or qualify publicly) the SPAC Recommendation, or fail to include the SPAC Recommendation in the Proxy Statement; or (ii) approve, recommend or declare advisable (or publicly propose to do so) any SPAC Alternative Transaction (a "**Change in Recommendation**"); *provided*, *however*, that, any time prior to obtaining the Requisite SPAC Shareholder Approval, the SPAC Board may make a Change in Recommendation in response to any material event, change, fact, condition, occurrence or circumstance (A) that does not relate to an Alternative Transaction, (B) that does not relate to any change in the market price or trading volume of SPAC's securities (it being understood that this clause (B) shall not prevent a determination that any event underlying such change constitutes an Intervening Event), and (C) (x) first occurring after the date hereof or (y) first actually or constructively known by the SPAC Board following the date hereof and was not reasonably foreseeable by the SPAC Board or SPAC on or prior to the date hereof (or if actually or constructively known or reasonably foreseeable, the probability or magnitude of consequences of which were not actually or constructively known or reasonably foreseeable as of the date hereof), if it determines in good faith, after consultation with its outside legal counsel, that a failure to make such Change in Recommendation would constitute a breach by the SPAC Board of its fiduciary obligations under applicable Law (an "**Intervening Event**"); provided, however, that no action taken by any party hereto pursuant to and in compliance with the covenants set forth in Section 6.01, or the consequences of any such action, shall constitute an "Intervening Event".

(b) Notwithstanding (i) any Change in Recommendation, (ii) the making of any inquiry or proposal with respect to a SPAC Alternative Transaction or (iii) anything to the contrary contained herein, unless this Agreement has been earlier validly terminated in accordance with Section 9.01, (A) in no event shall SPAC or BVI Merger Sub execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any SPAC Alternative Transaction or terminate this Agreement in connection therewith and (B) SPAC and BVI Merger Sub shall otherwise remain subject to the terms of this Agreement, including SPAC's obligation to use reasonable best efforts to obtain the approval of the Required SPAC Proposals at the SPAC Shareholders' Meeting in accordance with Section 7.04(a).

(c) Promptly following the execution of this Agreement, SPAC and Holdings shall deliver the BVI Merger Sub Shareholder Approvals as the sole shareholder of BVI Merger Sub (as appropriate), in the case of Holdings, to be held signed but undated and automatically released immediately prior to the Company Merger.

SECTION 7.05. Access to Information; Confidentiality.

(a) From the date hereof until the Company Merger Effective Time, the Company and SPAC shall (and shall cause their respective subsidiaries to): (i) provide to the other party (and the other party's officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives, collectively, "**Representatives**") reasonable access, during normal business hours and upon reasonable prior notice, to the officers, employees, agents, properties, offices and other facilities of such party and its Subsidiaries and to the books and records thereof, including with respect to proposed acquisitions that are permitted to be consummated pursuant to Section 6.01(b)(viii) (other than any of the foregoing that relate to the negotiation and execution of the Transaction Documents); and (ii) furnish promptly to the other party such information concerning the business, properties, contracts, assets, liabilities, personnel and other aspects of such party and its Subsidiaries as the other party or its Representatives may reasonably request, in the case of each of the foregoing clauses (i) and (ii), solely for the purpose of facilitating the consummation of the Transactions. Notwithstanding the foregoing, (A) neither the Company nor SPAC shall be required to provide access to or disclose information where the access or disclosure could jeopardize the protection of an attorney-client privilege, attorney work product protection or other legal privilege or contravene applicable Law or Governmental Order (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention) and (B) any such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Company or SPAC, as applicable, and in compliance with all measures implemented by Governmental Authorities in response to COVID-19.

(b) All information obtained by the parties pursuant to this Section 7.05 shall be kept confidential in accordance with the confidentiality agreement, dated May 5, 2021 (the "**Confidentiality Agreement**"), between SPAC and the Company.

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

SECTION 7.06. Incentive Equity Plan. Prior to the Closing Date, Holdings shall approve and adopt, subject to the receipt of the Holdings Shareholder Approval, an incentive award plan, substantially in the form, including with respect to share reserves, attached hereto as Exhibit B (the "**Omnibus Incentive Plan**") (with such changes that may be agreed in writing by SPAC and the Company (such agreement not to be unreasonably withheld, conditioned or delayed by either SPAC or the Company, as applicable)), to be effective as of the Closing or as otherwise set forth in the plan document. Within seven (7) Business Days following the expiration of the sixty (60)-day period following the date Holdings has filed current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Holdings shall file an effective registration statement on Form S-8 (or other applicable form) with respect to the Holdings Common Shares A issuable under the Omnibus Incentive Plan.

SECTION 7.07. Insurance. Prior to the Company Merger Effective Time, the Company and SPAC shall cooperate in good faith to determine the appropriate insurance coverage for Holdings and its Subsidiaries following the Closing and shall use their respective reasonable best efforts to obtain such insurance without limiting the obligations of the Company and SPAC pursuant to Sections 7.08(c) and 7.08(e). SPAC and the Company shall designate a mutually agreeable insurance broker to assist with such determination of appropriate coverage and with efforts to obtain such insurance.

SECTION 7.08. Directors' and Officers' Indemnification and Insurance.

(a) The provisions with respect to indemnification, exculpation, advancement or expense reimbursement set forth in the Company Surviving Company Articles as of the Company Merger Effective Time shall not be

amended, repealed or otherwise modified for a period of six (6) years from the Company Merger Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Company Merger Effective Time, were directors, officers, employees, fiduciaries or agents of the Company or of the Company Subsidiaries (the "**D&O Indemnitees**"), unless such modification shall be required by applicable Law. The parties hereto further agree that with respect to the provisions of the charter, bylaws, limited liability company agreements or other organizational documents of the Company Subsidiaries as of the Company Merger Effective Time relating to indemnification, exculpation, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the Company Merger Effective Time in any manner that would affect adversely the rights thereunder of the D&O Indemnitees, unless such modification shall be required by applicable Law. For a period of six (6) years from the Company Merger Effective Time, Holdings shall indemnify and hold harmless each D&O Indemnitee against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Company Merger Effective Time, whether asserted or claimed prior to, at or after the Company Merger Effective Time, to the fullest extent that the Company would have been permitted under applicable Law, the Company Articles, the charter, bylaws or limited liability company agreements of the Company Subsidiary or any indemnification agreement in effect on the date hereof to indemnify or exculpate such person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). In addition, from the Company Merger Effective Time, Holdings shall, without requiring a preliminary determination of entitlement to indemnification, advance any costs and expenses of any D&O Indemnitee under this Section 7.08 (including in connection with enforcing the indemnity and other obligations in this Section 7.08) as incurred to the fullest extent permitted under applicable Law.

(b) The provisions with respect to indemnification, exculpation, advancement or expense reimbursement set forth in the SPAC Surviving Company Articles as of the SPAC Merger Effective Time shall not be amended, repealed or otherwise modified for a period of six (6) years from the SPAC Merger Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the SPAC Merger Effective Time, were directors, officers, employees, fiduciaries or agents of SPAC (the "**SPAC D&O Indemnitees**"), unless such modification shall be required by applicable Law. The parties hereto further agree that with respect to the provisions of the charter, bylaws, limited liability company agreements or other organizational documents of any Subsidiary of SPAC relating to indemnification, exculpation, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from the SPAC Merger Effective Time in any manner that would affect adversely the rights thereunder of the D&O Indemnitees, unless such modification shall be required by applicable Law. For a period of six years from the SPAC Merger Effective Time, Holdings shall indemnify and hold harmless each SPAC D&O Indemnitee against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the SPAC Merger Effective Time, whether asserted or claimed prior to, at or after the SPAC Merger Effective Time, to the fullest extent that SPAC would have been permitted under applicable Law, the SPAC Articles of Association or any indemnification agreement in effect on the date hereof to indemnify or exculpate such person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). In addition, from the SPAC Merger Effective Time, the SPAC Surviving Company shall, without requiring a preliminary determination of entitlement to indemnification, advance any costs and expenses of any SPAC D&O Indemnitee under this Section 7.08 (including in connection with enforcing the indemnity and other obligations in this Section 7.08) as incurred to the fullest extent permitted under applicable Law.

(c) Holdings and the Company shall use reasonable best efforts to obtain, to the extent reasonably available, directors' and officers' liability insurance ("**Company D&O Insurance**") covering the Company's directors and officers with respect to matters existing or occurring at or prior to the Company Merger Effective Time; provided that such efforts shall be coordinated with efforts to procure the Go-Forward D&O Insurance, and SPAC and the Company shall designate a single mutually agreeable insurance broker to assist with the placement of the

Company D&O Insurance and the Go-Forward D&O Insurance. The Company and SPAC shall cooperate in good faith with respect to any efforts to obtain the insurance described in this Section 7.08(c), including with respect to the appropriate personnel to be covered by the Company D&O Insurance, communications with any insurance broker, access to any insurance broker presentations, and review of underwriter quotes and draft policies for such Company D&O Insurance, and the Company and SPAC shall make available their Representatives as needed for any underwriting call. If Holdings or the Company Surviving Company are able to and do procure Company D&O Insurance in accordance with this Section 7.08(c), Holdings and the Company Surviving Company, as applicable, shall use commercially reasonable efforts to maintain such Company D&O Insurance for a period of six years from the Company Merger Effective Time.

(d) For a period of six (6) years from the SPAC Merger Effective Time, Holdings or the SPAC Surviving Company shall maintain in effect directors' and officers' liability insurance ("**SPAC D&O Insurance**") covering those persons who are currently (and any additional persons who prior to the SPAC Merger Effective Time become) covered by SPAC's directors' and officers' liability insurance policy (true, correct and complete copies of which have been heretofore made available to the Company or its agents or Representatives) on terms not less favorable than the terms of such current insurance coverage, except that in no event shall Holdings or the SPAC Surviving Company be required to pay an aggregate premium for such insurance in excess of 275% of the aggregate premium payable by SPAC for such current insurance coverage. Prior to the SPAC Merger Effective Time, SPAC may purchase a prepaid "tail" policy with respect to the SPAC D&O Insurance from an insurance carrier with the same or better credit rating as the SPAC's current directors' and officers' liability insurance carrier. If SPAC elects to purchase such a "tail" policy prior to the SPAC Merger Effective Time, the SPAC Surviving Company will pay such policy out of the Trust Account at or prior to the Closing, maintain such "tail" policy in full force and effect for a period of no less than six years after the SPAC Merger Effective Time and continue to honor its obligations thereunder, and the maintenance of such "tail" policy shall be in satisfaction of all of Holdings' and the SPAC Surviving Company's obligations under this Section 7.08(d).

(e) Prior to or in connection with the SPAC Merger Effective Time, Holdings shall use reasonable best efforts to obtain "go-forward" directors' and officers' liability insurance that is reasonably satisfactory to SPAC to cover the post-Closing directors and officers of Holdings, the Company Surviving Company, the SPAC Surviving Company and their respective Subsidiaries (the "**Go-Forward D&O Insurance**"). From and after the date of this Agreement, the Company and the SPAC shall cooperate in good faith with respect to any efforts to obtain the insurance described in this Section 7.08(e), including communications with any insurance broker, access to any insurance broker presentations, and review of underwriter quotes and draft policies for such insurance, and the Company and SPAC shall make available their Representatives as needed for any underwriting call.

(f) The provisions of this Section 7.08 (i) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnitee and each SPAC D&O Indemnitee, in each case, who is an intended third-party beneficiary of this Section 7.08; and (ii) are in addition to any rights such D&O Indemnitees or SPAC D&O Indemnitees may have under the organizational documents of any of the parties hereto or their Subsidiaries, as the case may be, or under any applicable Contracts or Laws and are not intended to, nor shall be construed or shall release or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to SPAC, the Company or their respective Subsidiaries for any of their respective directors, officers or other employees (it being understood and agreed that the indemnification provided for in this Section 7.08 is not prior to or in substitution of any such claims under such policies).

(g) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.08 shall survive the consummation of the Transactions indefinitely and shall be binding, jointly and severally, on Holdings, the Company Surviving Company, the SPAC Surviving Company and all successors and assigns of Holdings, the Company Surviving Company and the SPAC Surviving Company. In the event Holdings, the Company Surviving Company, the SPAC Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or

entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either such case, proper provisions shall be made so that the successors and assigns of such parties shall assume, at and as of the closing of the applicable transaction referred to in this Section 7.08(g) all of the obligations set forth in this Section 7.08.

(h) At the Company Merger Effective Time, Holdings shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and SPAC with the directors of Holdings as of the Company Merger Effective Time, which indemnification agreements shall continue to be effective following the Company Merger Effective Time. For the avoidance of doubt, the indemnification agreements with the directors of SPAC in effect prior to the Closing (and made available to the Company prior to the date hereof) shall continue to be effective following the SPAC Merger Effective Time, and Holdings shall continue to cause the SPAC Surviving Company to honor SPAC's obligations thereunder.

(i) Holdings agrees to comply with the provisions of Section 7.08(i) of the Company Disclosure Letter.

SECTION 7.09. Notification of Certain Matters. The Company shall give prompt notice to SPAC, and SPAC shall give prompt notice to the Company, of any event which a party becomes aware of between the date hereof and the Closing (or the earlier termination of this Agreement in accordance with Article IX), the occurrence, or non-occurrence of which causes or would reasonably be expected to cause any of the conditions set forth in Article VIII to fail.

SECTION 7.10. Further Action; Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its, and to cause its affiliates to use their, reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise, and each shall cooperate with the other, to consummate and make effective the Transactions, including using its reasonable best efforts to (i) prepare and promptly file all documentation to effect all necessary filings, notices, petition, statements, registrations, submissions of information, applications and other documents, (ii) obtain all permits, consents, approvals, authorizations, registrations, waivers, qualifications and orders of, and the expiration or termination of waiting periods by, Governmental Authorities and parties to contracts with the Company and the Company Subsidiaries necessary, proper or advisable for the consummation of the Transactions and to fulfill the conditions to the Mergers and (iii) execute and deliver any additional instruments necessary to consummate the Transactions.

(b) Each of the parties shall keep each other apprised of the status of matters relating to the Transactions, including promptly notifying the other parties of any communication it or any of its affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permitting the other parties to review in advance, and to the extent practicable consult about, any proposed communication by such party to any Governmental Authority in connection with the Transactions. No party to this Agreement shall agree to participate in any meeting, or video or telephone conference, with any Governmental Authority in respect of any filings, investigation or other inquiry unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting or conference. Subject to the terms of the Confidentiality Agreement, the parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other parties may reasonably request in connection with the foregoing. Subject to the terms of the Confidentiality Agreement, the parties will provide each other with copies of all material correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their Representatives, on the one hand, and any Governmental Authority, on the other hand, with respect to this Agreement and the Transactions. No party shall take or cause to be taken any action before any Governmental Authority that is inconsistent with or intended to delay its action on requests for a consent or the consummation of the Transactions.

(c) Notwithstanding the generality of the foregoing, each of the parties hereto shall use its, and shall cause its affiliates to use their, reasonable best efforts to consummate the Private Placements in accordance with the Subscription Agreements, including using its, and causing its affiliates to use their, reasonable best efforts to enforce its or their rights under the Subscription Agreements to cause the PIPE Investors to pay to (or as directed by) Holdings the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. None of SPAC, Holdings or the Company shall, without the prior written consent of the other parties (such consent not to be unreasonably withheld, delayed or conditioned), permit or consent to any amendment, supplement or modification to or any waiver (in whole or in part) of any provision or remedy under, or any replacements of, any Subscription Agreement.

SECTION 7.11. Public Announcements. The initial press release relating to this Agreement shall be a joint press release the text of which has been agreed to by each of SPAC and the Company. Thereafter, between the date hereof and the Closing Date (or the earlier termination of this Agreement in accordance with Article IX), unless otherwise prohibited by applicable Law or the requirements of the Selected Stock Exchange, each of SPAC and the Company shall each use its reasonable best efforts to consult with each other before issuing any press release or otherwise making any public statements (including through social media platforms) with respect to this Agreement or the Transactions, and shall not issue any such press release or make any such public statement (including through social media platforms) without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed); *provided* that no party shall be required to obtain consent pursuant to this Section 7.11 to the extent any proposed release or statement is substantively consistent with public statements set forth in the initial press release or previously consented to by the other party in accordance with this Section 7.11. Furthermore, nothing contained in this Section 7.11 shall prevent SPAC or the Company and/or its respective affiliates from furnishing customary or other reasonable information concerning the Transactions to their investors and prospective investors that is substantively consistent with public statements previously consented to by the other party in accordance with this Section 7.11.

SECTION 7.12. Stock Exchange Listing. Each of SPAC, the Company and Holdings will use its reasonable best efforts to cause (a) Holdings' initial listing application(s) with the Selected Stock Exchange in connection with the Transactions to have been approved, (b) Holdings to satisfy all applicable initial listing requirements of the Selected Stock Exchange and (c) the Holdings Common Shares A and the Holdings Warrants issuable in accordance with this Agreement (including the Holdings Common Shares A to be issued in the Private Placements and the Earnout Shares, as applicable) to be approved for listing on the Selected Stock Exchange, subject to official notice of issuance, in each case prior to the SPAC Merger Effective Time. During the period from the date hereof until the earlier of the termination of this Agreement in accordance with Section 9.01 and the SPAC Merger Effective Time, SPAC shall use its reasonable best efforts to keep the SPAC Units, SPAC Class A Ordinary Shares and SPAC Warrants listed for trading on Nasdaq Capital Market.

SECTION 7.13. Antitrust.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade ("**Antitrust Laws**"), each party hereto agrees to, and to cause its affiliates to, promptly make any required filing or application under Antitrust Laws, as applicable. The parties hereto agree to, and to cause their respective affiliates to, supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable.

(b) SPAC and the Company each shall, in connection with its efforts to obtain all requisite approvals and expiration or termination of waiting periods for the Transactions under any Antitrust Law, use its, and shall cause its affiliates to use their, reasonable best efforts to: (i) cooperate in all respects with each other party or its affiliates in connection with any filing or submission and in connection with any investigation or other inquiry,

including any proceeding initiated by a private person; (ii) keep the other reasonably informed of any communication received by such party from, or given by such party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private person, in each case regarding any of the Transactions, and promptly furnish the other with copies of all such written communications; (iii) permit the other to review in advance any written communication to be given by it to, and consult with each other in advance of any meeting or video or telephonic conference with, any Governmental Authority or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such Governmental Authority or other person, give the other the opportunity to attend and participate in such in person, video or telephonic meetings and conferences; (iv) in the event a party is prohibited from participating in or attending any in person, video or telephonic meetings or conferences, the other shall keep such party promptly and reasonably apprised with respect thereto; and (v) use reasonable best efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory or competitive argument, and/or responding to requests or objections made by any Governmental Authority; *provided*, *that* materials required to be provided pursuant to this Section 7.13(b) may be restricted to outside counsel and may be redacted to remove references concerning the valuation of the Company and as necessary to comply with contractual arrangements.

(c) No party hereto shall take any action, and each party hereto shall cause its affiliates not to take any action, that could reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period under Antitrust Laws. The parties hereto further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the parties to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

SECTION 7.14. Trust Account. As of the Company Merger Effective Time, the obligations of SPAC to dissolve or liquidate within a specified time period as contained in the SPAC Articles of Association will be terminated and SPAC shall have no obligation whatsoever to dissolve and liquidate the assets of SPAC by reason of the consummation of the Transactions or otherwise, and no shareholder of SPAC or Holdings shall be entitled to receive any amount from the Trust Account. At least seventy-two (72) hours prior to the Company Merger Effective Time, SPAC or Holdings, as applicable, shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to the Company Merger Effective Time to, and the Trustee shall thereupon be obligated to, transfer all funds held in the Trust Account to the SPAC Surviving Company or Holdings, as applicable (to be held as available cash for immediate use on the balance sheet of the SPAC Surviving Company or Holdings, as applicable, and to be used (a) to pay the unpaid Company Expenses and the unpaid SPAC Expenses in connection with this Agreement and the Transactions and (b) thereafter, for working capital and other general corporate purposes of the business following the Closing) and thereafter shall cause the Trust Account and the Trust Agreement to terminate.

SECTION 7.15. Tax Matters.

(a) This Agreement is intended to constitute, and the parties hereto hereby adopt this Agreement as, a “plan of reorganization” within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a). Each of SPAC, the Company and the Company Subsidiaries (including, for the avoidance of doubt, Holdings) shall (i) use its respective reasonable best efforts to: (A) cause the SPAC Merger (taken together with the Holdings Redemption) and the Company Merger (taken together with the Convertible Note Conversion) to qualify for the Intended Tax Treatment and (B) not (and not permit or cause any of their affiliates, subsidiaries or Representatives to) take any action which to its knowledge could reasonably be expected to materially prevent or impede such qualification for the Intended Tax Treatment, and (ii) not take any position on any U.S. Tax Return, in any U.S. Tax audit or Tax proceeding or otherwise with respect to U.S. federal income Tax matters inconsistent with the Intended Tax Treatment unless otherwise required pursuant to a “final determination”

within the meaning of Section 1313(a) of the Code (or any similar provision of applicable U.S. state or local Law) or a change in applicable Law. Each of SPAC, Holdings, and the Company will use its reasonable best efforts to reasonably cooperate with one another and their respective Tax advisors in connection with the issuance to SPAC, Holdings, or the Company of advice or opinion relating to the Tax consequences of the Transactions, including using reasonable best efforts to deliver to the relevant Tax advisor a certificate (dated as of the necessary date and signed by an officer of SPAC, Holdings, or the Company, or their respective affiliates, as applicable) containing such customary representations as are reasonably necessary or appropriate for such purposes.

(b) All transfer, documentary, sales, use, real property transfer, stamp, registration and other similar Taxes, fees and costs incurred in connection with this Agreement ("**Transfer Taxes**") shall be borne by Holdings. The parties shall reasonably cooperate to prepare and timely file any Tax Returns relating to Transfer Taxes, and shall timely pay all Transfer Taxes. To the extent applicable Law requires a person other than Holdings to pay any Transfer Taxes, Holdings shall promptly reimburse such person for such Transfer Taxes.

(c) Each of the parties shall (and shall cause their respective affiliates to) cooperate fully, as and to the extent reasonably requested by another party, in connection with the filing of relevant Tax Returns and any relevant Tax audit or Tax proceeding. Such cooperation shall include the retention and (upon the other party's request) the provision (with the right to make copies) of records and information reasonably relevant to any such Tax Return or Tax proceeding or audit and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. All out-of-pocket expenses related to such cooperation shall be borne by the party requesting such cooperation (but may be treated as Company Expenses or SPAC Expenses, as applicable).

SECTION 7.16. Directors and Officers; Advisory Board.

(a) The parties hereto shall take all necessary action so that immediately after the Company Merger Effective Time, (i) the board of directors of Holdings (the "**New Board**") shall consist of nine directors, which shall be divided into three classes, designated "**Class I**", "**Class II**" and "**Class III**", with Class I consisting of three directors with an initial term that expires in 2022, Class II consisting of three directors with an initial term that expires in 2023 and Class III consisting of three directors with an initial term that expires in 2024, (ii) the members of the New Board and the Chair of the New Board will be the individuals determined in accordance with Section 7.16(b) and (iii) the officers of Holdings will be the individuals determined in accordance with Section 7.16(c).

(b) The directors on the New Board immediately after the Company Merger Effective Time (each, a "**Director**") shall consist of (x) Mostafa Kandil (so long as his employment has not been terminated by the Company for Cause (as defined in the Employment Agreement) at or prior to the Company Merger Effective Time), (y) Victoria Grace (the "**SPAC Designee**") and Lone Fonss Schroder (the "**SPAC Independent Designee**") and (z) six other persons to be designated by the Company prior to the Closing, taking into account diversity of viewpoint, experience, knowledge, race, ethnicity and gender (together with Mostafa Kandil, the "**Company Designees**"). In the event that any Company Designee is unwilling or unable to serve as a Director immediately after the Company Merger Effective Time, then the Company may replace such individual with another individual to serve as such Company Designee. In the event that the SPAC Designee is unwilling or unable to serve as a Director immediately after the Company Merger Effective Time, then SPAC may replace such individual with another individual to serve as the SPAC Designee. In the event that the SPAC Independent Designee is unwilling or unable to serve as a Director immediately after the Company Merger Effective Time, then SPAC may replace such individual with another individual reasonably acceptable to the Company to serve as the SPAC Independent Designee. Prior to the mailing of the Merger Materials, the Company shall designate whether each individual who will serve on the New Board immediately after the Company Merger Effective Time will be designated as a member of Class I, Class II or Class III; *provided*, that Mostafa Kandil (or his replacement) shall serve as a member of Class III, Victoria Grace (or her replacement) shall serve as a member of

Class III and Lone Fonss Schroder (or her replacement) shall serve as a member of Class II. Mostafa Kandil will serve as Chair of the New Board immediately after the Company Merger Effective Time (so long as his employment has not been terminated by the Company for Cause (as defined in the Employment Agreement) at or prior to the Company Merger Effective Time); *provided*, that in the event that Mostafa Kandil is unwilling or unable to serve as Chair, then the Company may replace Mostafa Kandil with another Director who is reasonably acceptable to SPAC to serve as Chair.

(c) The officers of Holdings immediately after the Company Merger Effective Time (each, an "**Officer**") shall consist of Mostafa Kandil, as chief executive officer (so long as he is employed by the Company or Holdings as of the Company Merger Effective Time), and the additional individuals identified on Section 7.16(c) of the Company Disclosure Letter, with each such individual holding the title set forth opposite his or her name, so long as, in each such case, such individual is employed by the Company or Holdings as of the Company Merger Effective Time. In the event that Mostafa Kandil or any such additional individual is unwilling or unable to serve as an Officer immediately after the Company Merger Effective Time, then the Company may replace such individual with another individual to serve as such Officer.

(d) The parties hereto shall take all necessary action so that immediately after the Company Merger Effective Time, Holdings shall have established an advisory board (the "**Advisory Board**") consisting of such persons as the members of the New Board may select; *provided*, that SPAC shall be entitled to designate two persons to serve on the Advisory Board. For the avoidance of doubt, the Advisory Board will serve at the pleasure of the New Board, will be a non-voting, advisory body and will not have any authority to make decisions on behalf of the New Board or Holdings. The sole purpose of the Advisory Board shall be to enhance the diversity of the Holdings' management and provide the New Board with additional knowledge, expertise and relationship connections.

(e) The parties hereto shall take all necessary action so that immediately after the SPAC Merger Effective Time, (i) the board of directors of Holdings is comprised solely of the directors of SPAC as of immediately prior to the SPAC Merger Effective Time and (ii) the officers of Holdings consist solely of the officers of SPAC as of immediately prior to the SPAC Merger Effective Time.

SECTION 7.17. Holdings Articles. Prior to the SPAC Merger Effective Time, Holdings shall instruct the registered agent of Holdings to file an Amended and Restated Memorandum and Articles of Association, in substantially the form set forth on Exhibit C (the "**Holdings A&R Articles**"), with the Registry of Corporate Affairs of the British Virgin Islands, such that the Holdings A&R Articles are effective at the SPAC Merger Effective Time. After the SPAC Merger Effective Time and prior to the Company Merger Effective Time, Holdings shall instruct the registered agent of Holdings to file a Second Amended and Restated Memorandum and Articles of Association, in substantially the form set forth on Exhibit D (the "**Holdings Public Company Articles**") with the Registry of Corporate Affairs of the British Virgin Islands, such that the Holdings Public Company Articles are effective at the Company Merger Effective Time.

SECTION 7.18. SPAC Public Filings. From the date hereof through the SPAC Merger Effective Time, SPAC will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

SECTION 7.19. Financial Statements.

(a) The Company shall use reasonable best efforts to deliver true and complete copies of the audited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2019 and as of December 31, 2020, and the related audited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for the years then ended, each audited in accordance with the auditing standards of the PCAOB (collectively, the "**Audited Financial Statements**"), not later than thirty (30) days from the date of this Agreement (such date, as it may be extended, the "**Financial Statement Delivery Date**");

provided, that if the Company has not delivered the Audited Financial Statements by the Financial Statement Delivery Date, the Financial Statement Delivery Date shall be extended so long as the Company used its reasonable best efforts to deliver the Audited Financial Statements prior to the original Financial Statement Delivery Date and uses its reasonable best efforts to deliver the Audited Financial Statements as soon as reasonably practicable; *provided further* that in no event shall the Financial Statement Delivery Date be extended to a date that is greater than sixty (60) days from the date of this Agreement.

(b) The Company shall use commercially reasonable efforts to deliver true and complete copies of the unaudited consolidated balance sheet of the Company and the Company Subsidiaries and the related unaudited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for the 6-month period ended June 30, 2021 and each fiscal quarter ending after the date hereof and prior to the Company Merger Effective Time or the earlier termination of this Agreement.

SECTION 7.20. Litigation.

(a) In the event that any Action related to this Agreement or the transactions contemplated hereby is brought, or, to the knowledge of SPAC, threatened in writing, against SPAC or the SPAC Board by any of SPAC's shareholders prior to the Closing, SPAC shall promptly notify the Company of any such Action and keep the Company reasonably informed with respect to the status thereof. SPAC shall provide the Company the opportunity to participate in (subject to a customary joint defense agreement), but not control, the defense of any such Action, shall give due consideration to the Company's advice with respect to such Action and shall not settle or agree to settle any such Action without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

(b) In the event that any Action related to this Agreement or the transactions contemplated hereby is brought, or, to the knowledge of the Company, threatened in writing, against the Company or the Company Board by any the Company's shareholders prior to the Closing, the Company shall promptly notify SPAC of any such Action and keep SPAC reasonably informed with respect to the status of thereof. The Company shall provide SPAC the opportunity to participate in (subject to a customary joint defense agreement), but not control, the defense of any such Action, shall give due consideration to SPAC's advice with respect to such Action and shall not settle or agree to settle any such Action without the prior written consent of SPAC, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 7.21. Termination of SPAC Agreements. Prior to the Closing, SPAC shall terminate each agreement listed in Section 7.21 of the SPAC Disclosure Letter, without the payment of any consideration or the granting of any concession, and without any liability being imposed on Holdings, the SPAC Surviving Company, the Company Surviving Company or any of their respective Subsidiaries or any of them having any continuing obligations.

SECTION 7.22. Termination of Company Interested Party Transactions. Prior to the Closing, the Company shall terminate each Company Interested Party Transaction set forth on Section 7.22 of the Company Disclosure Letter and from and after such terminations such Company Interested Party Transactions shall be of no further force or effect and all rights, obligations and liabilities under any of the foregoing shall be deemed satisfied and none of the Company, Holdings nor any of their respective affiliates, successors in interest or assigns, shall have any further rights, obligations or liabilities thereunder.

SECTION 7.23. Redemption Rights. Prior to the Closing, SPAC shall take all actions reasonably necessary to provide the holders of SPAC Class A Ordinary Shares with the opportunity to make redemption elections with respect to their SPAC Class A Ordinary Shares (which shall be settled, if the Closing occurs, by redemption of such holders' Holdings Common Shares A) pursuant to the Redemption Rights in connection with the Transactions. At or promptly following the Closing, Holdings shall make, or cause to be made, any payments required to be made in connection with the settlement of the Redemption Rights.

SECTION 7.24. Additional Matters. The Company shall comply with the provisions set forth on Section 7.24 of the Company Disclosure Letter.

ARTICLE VIII

CONDITIONS TO CLOSING

SECTION 8.01. Conditions to the Obligations of Each Party for the Closing. The obligations of the Company, Holdings, Cayman Merger Sub, BVI Merger Sub and SPAC to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following conditions:

(a) **Written Consents**. The Written Consents, constituting the Requisite Company Shareholder Approval, shall have been delivered to SPAC.

(b) **SPAC Shareholders' Approval**. The Required SPAC Proposals shall have been approved and adopted by the requisite affirmative vote of the shareholders of SPAC in accordance with the Proxy Statement, the Cayman Companies Act, the SPAC Articles of Association and the rules and regulations of Nasdaq Capital Market.

(c) **No Order**. No Governmental Authority shall have enacted, issued, enforced or entered any Law or Governmental Order (a "**Legal Restraint**") which is then in effect and has the effect of making the Transactions illegal or otherwise prohibiting consummation of the Transactions.

(d) **Regulatory Approvals**. All consents, approvals, authorizations or permits of, or filings with or notifications to, or expirations or terminations of any waiting periods required by, Governmental Authorities, in each case set forth in Section 8.01(d) of the Company Disclosure Letter, shall have been obtained, been made or occurred.

(e) **Registration Statement**. The Registration Statement shall have been declared effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated or threatened by the SEC and not withdrawn.

(f) **Stock Exchange Listing**. The Holdings Common Shares A, including those to be issued pursuant to this Agreement (including the Earnout Shares) and the Subscription Agreements, and the Holdings Common Shares A and the Holdings Warrants (and the Holdings Common Shares issuable upon exercise thereof) to be issued in connection with the SPAC Merger shall have been approved for listing on the Selected Stock Exchange, subject only to official notice of issuance thereof.

(g) **No Penny Stock**. The Holdings Common Shares A shall not constitute "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act.

(h) **SPAC Merger**. The SPAC Merger shall have been consummated in accordance with Article II.

SECTION 8.02. Conditions to the Obligations of SPAC and BVI Merger Sub. The obligations of SPAC and BVI Merger Sub to consummate the Company Merger are subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following additional conditions:

(a) **Representations and Warranties**. The representations and warranties of the Company contained in (i) Sections 4.01, 4.03, 4.04, 4.05(a)(i), 4.18 and 4.22 shall each be true and correct in all material respects

(without giving effect to any "materiality," "Company Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the Company Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), (ii) Sections 4.08(a), 4.08(b), and 4.08(d) shall be true and correct in all respects as of the Company Merger Effective Time, and (iii) the other provisions of Article IV shall be true and correct in all respects (without giving effect to any "materiality," "Company Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the Company Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date), except where the failures of any such representations and warranties in this clause (iii) to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect; *provided*, that for purposes of this Section 8.02(a), a representation or warranty made with respect to Holdings or Cayman Merger Sub that was true and correct (to the applicable standard set forth above) as of the SPAC Merger Effective Time shall be deemed to be true and correct as of the Company Merger Effective Time.

(b) **Agreements and Covenants**. (i) The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the SPAC Merger Effective Time; *provided*, that for purposes of this Section 8.02(b), a covenant or agreement of the Company, Holdings or Cayman Merger Sub shall only be deemed to have not been performed if the Company, Holdings or Cayman Merger Sub, as applicable, has materially breached such covenant or agreement and failed to cure within five (5) days after written notice of such breach has been delivered to the Company (or if earlier, the Outside Date).

(c) **Officer Certificate**. The Company shall have delivered to SPAC a certificate, dated as of the Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Sections 8.02(a) and 8.02(b).

SECTION 8.03. Conditions to the Obligations of the Company. The obligation of the Company to consummate the Company Merger is subject to the satisfaction or waiver (where permissible) at or prior to the Company Merger Effective Time of the following additional conditions:

(a) **Representations and Warranties**. The representations and warranties of SPAC and BVI Merger Sub contained in (i) Sections 5.01, 5.03, 5.04, 5.05(a)(i), 5.10 and 5.11 shall each be true and correct in all material respects (without giving effect to any "materiality," "SPAC Material Adverse Effect" or similar qualifiers contained in any such representations and warranties)as of the Company Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), (ii) Sections 5.08(c) and 5.08(e) shall be true and correct in all respects as of the Company Merger Effective Time and (iii) the other provisions of Article V shall be true and correct in all respects (without giving effect to any "materiality," "SPAC Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the Company Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date), except where the failures of any such representations and warranties in this clause (iii) to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) **Agreements and Covenants**. (i) Each of SPAC and BVI Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Company Merger Effective Time and (ii) each of Holdings and Cayman

Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it following the SPAC Merger Effective Time and on or prior to the Company Merger Effective Time; *provided*, that for purposes of this Section 8.03(b), a covenant or agreement of SPAC, BVI Merger Sub, Holdings or Cayman Merger Sub shall only be deemed to have not been performed if SPAC, BVI Merger Sub, Holdings or Cayman Merger Sub has materially breached such covenant or agreement and failed to cure within five (5) days after written notice of such breach has been delivered to SPAC, BVI Merger Sub, Holdings or Cayman Merger Sub (or if earlier, the Outside Date).

(c) **Officer Certificate**. SPAC shall have delivered to the Company a certificate, dated as of the Closing Date, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of the conditions specified in Sections 8.03(a) and 8.03(b).

(d) **Trust Fund**. SPAC shall have made all necessary and appropriate arrangements with the Trustee to have all of the Trust Funds disbursed to SPAC or Holdings prior to the Company Merger Effective Time, and all such funds released from the Trust Account shall be available to SPAC or Holdings in respect of all or a portion of the payment obligations set forth in Section 7.14.

(e) **Redemption**. SPAC or Holdings, as applicable, shall have provided the holders of SPAC Class A Ordinary Shares with the opportunity to make redemption elections with respect to their SPAC Class A Ordinary Shares pursuant to the Redemption Rights in connection with the Transactions.

(f) **Minimum Cash**. As of the Closing, after the consummation of the Private Placements (plus any amount of cash pre-funded by the PIPE Investors as an investment in the Company) and after the distribution of the Trust Fund pursuant to Section 7.14 (and deducting all amounts to be paid pursuant to the exercise of Redemption Rights), SPAC and Holdings collectively shall have cash on hand equal to or in excess of $185,000,000 (without, for the avoidance of doubt, taking into account (i) any transaction fees, costs and expenses paid or required to be paid (including Company Expenses and SPAC Expenses) in connection with the Transactions and the Private Placements or (ii) any cash held by the Company or any of the Company Subsidiaries).

(g) **Holdings Public Company Articles**. Holdings shall have instructed the registered agent of Holdings to file the Holdings Public Company Articles with the Registry of Corporate Affairs of the British Virgin Islands, such that the Holdings Public Company Articles become effective at the Company Merger Effective Time.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

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

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

(b) by either SPAC or the Company if the Company Merger Effective Time shall not have occurred prior to the date that is 180 days after the date hereof (as may be further extended pursuant to the following proviso, the "**Outside Date**"); *provided*, *however* that (i) if the SEC has not declared the Registration Statement effective on or prior to such date, the Outside Date shall be automatically extended to the date that is 240 days after the date hereof and (ii) this Agreement may not be terminated under this Section 9.01(b) by or on behalf of any party that either directly or indirectly through its affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the principal cause of the failure of a condition set forth in Article VIII on or prior to the Outside Date;

(c) by either SPAC or the Company if any Legal Restraint has become final and nonappealable and has the effect of making consummation of the Transactions illegal or otherwise preventing or prohibiting consummation of the Transactions;

(d) by either SPAC or the Company if any of the Required SPAC Proposals shall fail to receive the requisite vote for approval at the SPAC Shareholders' Meeting (subject to any adjournment, postponement or recess of such meeting);

(e) by SPAC, in the event the Company fails to deliver the Written Consents to SPAC within five (5) Business Days of the Registration Statement becoming effective (a "**Written Consent Failure**"); *provided*, that SPAC may not terminate this Agreement under this Section 9.01(e) (i) for so long as the Company continues to exercise its reasonable best efforts to cure such Written Consent Failure, unless such Written Consent Failure is not cured within five (5) Business Days after notice of such Written Consent Failure is provided by SPAC to the Company or (ii) if the Company cures such Written Consent Failure prior to the termination of this Agreement under this Section 9.01(e);

(f) by SPAC upon a breach of any representation, warranty, covenant or agreement on the part of the Company, Holdings or Cayman Merger Sub set forth in this Agreement, or if any representation or warranty of the Company, Holdings or Cayman Merger Sub shall have become untrue, in either case such that the conditions set forth in Sections 8.02(a) and 8.02(b) would not be satisfied ("**Terminating Company Breach**"); *provided*, that SPAC has not waived such Terminating Company Breach and SPAC and BVI Merger Sub are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; *provided*, *further*, that, if such Terminating Company Breach is curable by the Company, Holdings or Cayman Merger Sub, SPAC may not terminate this Agreement under this Section 9.01(f) for so long as the Company, Holdings and Cayman Merger Sub continue to exercise their reasonable best efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by SPAC to the Company;

(g) by the Company (x) upon a breach of any representation, warranty, covenant or agreement on the part of SPAC or BVI Merger Sub set forth in this Agreement, (y) if any representation or warranty of SPAC or BVI Merger Sub shall have become untrue or (z) upon a breach of any covenant or agreement set forth in this Agreement on the part of Holdings or Cayman Merger Sub occurring after the SPAC Merger Effective Time, in the case of clauses (x), (y) or (z) such that the conditions set forth in Sections 8.03(a) and 8.03(b) would not be satisfied ("**Terminating SPAC Breach**"); *provided*, that the Company has not waived such Terminating SPAC Breach and the Company is (and, if prior to the SPAC Merger Effective Time, Holdings and Cayman Merger Sub are) not then in material breach of their representations, warranties, covenants or agreements in this Agreement; *provided*, *further*, that, if such Terminating SPAC Breach is curable by SPAC or BVI Merger Sub (or, if following the SPAC Merger Effective Time, Holdings or Cayman Merger Sub), the Company may not terminate this Agreement under this Section 9.01(g) for so long as SPAC and BVI Merger Sub (and, if following the SPAC Merger Effective Time, Holdings and Cayman Merger Sub) continue to exercise their reasonable best efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by the Company to SPAC; or

(h) by SPAC if the Company shall have failed to deliver the Audited Financial Statements to SPAC by the Financial Statement Delivery Date; or

(i) by the Company if the SPAC Board or any committee thereof shall have effected a Change in Recommendation.

SECTION 9.02. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto, except as set forth in Section 7.05(b) (Continued Effect of Confidentiality Agreement), this Section 9.02 (Effect of Termination), Article X (General Provisions) and any corresponding

definitions set forth in Article I. Notwithstanding the foregoing or anything to the contrary herein, the termination of this Agreement pursuant to Section 9.01 shall not affect (i) any liability on the part of any party hereto for Fraud or a Willful Breach of this Agreement prior to such termination or (ii) any person's liability under the Ancillary Agreements to which he, she or it is a party to the extent arising from a claim against such person by another person party to such agreement on the terms and subject to the conditions thereunder. Upon any such termination, the term of the Confidentiality Agreement shall automatically be extended for an additional twelve months.

SECTION 9.03. Expenses. Except as otherwise set forth in this Agreement, all expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such expenses; *provided* that, for the avoidance of doubt, (a) if this Agreement is terminated in accordance with its terms, (i) the Company shall pay, or cause to be paid, all unpaid Company Expenses and (ii) SPAC shall pay, or cause to be paid, all unpaid SPAC Expenses and (b) if the Closing occurs, Holdings shall pay, or cause to be paid, all unpaid Company Expenses and all unpaid SPAC Expenses.

SECTION 9.04. Amendment. This Agreement may be amended in writing by the parties hereto at any time prior to the Company Merger Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Notwithstanding anything to the contrary set forth herein, Section 3.04 may not be amended following the Closing in a manner adverse to the Eligible Company Equityholders without the consent in writing of Eligible Company Equityholders that, as of immediately prior to the Company Merger Effective Time (but assuming the Hypothetical Convertible Note Conversion had occurred at such time), held a majority of the then outstanding Company Shares.

SECTION 9.05. Waiver. At any time prior to the Company Merger Effective Time, (a) SPAC may (i) extend the time for the performance of any obligation or other act of the Company, Holdings or Cayman Merger Sub, (ii) waive any inaccuracy in the representations and warranties of the Company, Holdings or Cayman Merger Sub contained herein or in any document delivered by the Company, Holdings and/or Cayman Merger Sub pursuant hereto and (iii) waive compliance with any agreement of the Company, Holdings or Cayman Merger Sub or any condition to its own obligations contained herein and (b) the Company may (i) extend the time for the performance of any obligation or other act of SPAC or BVI Merger Sub, (ii) waive any inaccuracy in the representations and warranties of SPAC or BVI Merger Sub contained herein or in any document delivered by SPAC or BVI Merger Sub pursuant hereto and (iii) waive compliance with any agreement of SPAC or BVI Merger Sub or any condition to its own obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.01):

if to SPAC, BVI Merger Sub, Holdings, or Cayman Merger Sub (in the case of the latter two at or after the SPAC Merger Effective Time) to:

Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 10001
Attention: Victoria Grace, Chief Executive Officer
Email: victoria@queensgambitspac.com

with a copy to:

Vinson & Elkins L.L.P.
1114 6th Avenue
32nd Floor
New York, NY 10036
Attention: Caroline Blitzer Phillips; Brenda Lenahan; Ramey Layne
Email: cphillips@velaw.com; blenahan@velaw.com; rlayne@velaw.com

if to the Company, Holdings or Cayman Merger Sub (in the case of the latter two before the SPAC Merger Effective Time), to:

Swvl Inc.
The Offices 4, One Central
Dubai, United Arab Emirates
Attention: Mostafa Kandil, Chief Executive Officer
Email: mk@swvl.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: O. Keith Hallam, III; Nicholas A. Dorsey; Richard Hall
Email: khallam@cravath.com; ndorsey@cravath.com; rhall@cravath.com

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

SECTION 10.03. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party hereto. 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 be consummated as originally contemplated to the fullest extent possible.

SECTION 10.04. Entire Agreement; Assignment. This Agreement, the Exhibits attached hereto, the Cayman Plan of Merger, the BVI Plan of Merger, the Company Disclosure Letter, the SPAC Disclosure Letter and the Ancillary Agreements constitute the entire agreement among the parties hereto and thereto with respect to the subject matter hereof and supersede, except as set forth in Section 7.05(b), all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, except for the Confidentiality Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of Law or otherwise) by any party without the prior express written consent of the other parties hereto.

SECTION 10.05. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than (i) Section 3.04, which is intended to be for the benefit of the Eligible Company Equityholders and may be enforced by such persons, (ii) Section 7.08, which is intended to be for the benefit of the D&O Indemnitees and the SPAC D&O Indemnitees and may be enforced by such persons, including Section 7.08(i), which is intended to be for the benefit of the persons specified in Section 7.08(i) of the Company Disclosure Letter and may be enforced by such persons and (iii) Section 10.11, which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons.

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

SECTION 10.07. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) 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 THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.07.

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

SECTION 10.09. Counterparts. 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.

SECTION 10.10. Specific Performance.

(a) The parties 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 an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Mergers) in the Court of Chancery of the State of Delaware, County of Newcastle, or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at Law or in equity as expressly permitted in this Agreement. Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at Law would be adequate and (ii) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

(b) Notwithstanding anything to the contrary in this Agreement, if prior to the Outside Date any party initiates an Action to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, then the Outside Date will be automatically extended by: (A) the amount of time during which such Action is pending plus twenty (20) Business Days; or (B) such other time period established by the court presiding over such Action.

SECTION 10.11. No Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the other Transaction Documents, or the negotiation, execution, or performance or non-performance of this Agreement or the other Transaction Documents (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or the other Transaction Documents), may be made only against (and such representations and warranties are those solely of) the persons that are expressly identified as parties to this Agreement or the applicable Transaction Document (the "**Contracting Parties**") except as set forth in this Section 10.11. In no event shall any Contracting Party have any shared or vicarious liability for the actions or omissions of any other person. No person who is not a Contracting Party, including any current, former or future director, officer, employee, incorporator, member, partner, manager, shareholder, affiliate, agent, financing source, attorney or Representative or assignee of any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, shareholder, affiliate, agent, financing source, attorney or Representative or assignee of any of the foregoing (collectively, the "**Nonparty Affiliates**"), shall have any liability (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) for any obligations or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or the other Transaction Documents or for any claim based on, in respect of, or by reason of this Agreement or the other Transaction Documents or their negotiation, execution, performance, or breach; and each party hereto waives and releases all such liabilities, claims, causes of action and obligations against any such Nonparty Affiliates. The parties acknowledge and agree that the Nonparty Affiliates are intended third-party beneficiaries of this Section 10.11. Notwithstanding anything to the contrary herein, none of the Contracting Parties or any Nonparty Affiliate shall be responsible or liable for any multiple, consequential, indirect, special, statutory, exemplary or punitive damages which may be alleged as a result of this Agreement, the Transaction Documents or any other agreement referenced herein or therein or the transactions contemplated hereunder or thereunder, or the termination or abandonment of any of the foregoing.

[Signature Page Follows.]

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

QUEEN'S GAMBIT GROWTH CAPITAL,

by /s/ Victoria Grace
Name: Victoria Grace
Title: Chief Executive Officer

SWVL INC.,

by /s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Director

PIVOTAL HOLDINGS CORP,

by /s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Director

PIVOTAL MERGER SUB COMPANY I,

by /s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Director

PIVOTAL MERGER SUB COMPANY II LIMITED,

by /s/ Victoria Grace
Name: Victoria Grace
Title: Director

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Exhibit C

NO: 2070410

BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

FIRST INCORPORATED ON 23 JULY 2021

AMENDED AND RESTATED ON [DATE]

TERRITORY OF THE BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

The following shall comprise the Memorandum of Association of **Pivotal Holdings Corp**.

NAME

1. The name of the Company is **Pivotal Holdings Corp** (the "**Company**").

CHANGE OF NAME

2. The Company may by Ordinary Resolution or by a resolution of the Directors resolve to change its name and make application to the Registrar in the approved form to give effect to such change of name in accordance with section 21 of the Companies Act.

TYPE OF COMPANY

3. The Company is a company limited by shares.

REGISTERED OFFICE AND REGISTERED AGENT

4. The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by Resolution of Directors or Resolution of Members.

5. The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by Resolution of Directors or Resolution of Members.

6. The Company may, by Ordinary Resolution or by a resolution of the Directors, change the location of its Registered Office or change its Registered Agent and any such changes shall take effect on the registration by the Registrar of a notice of change, filed by the existing Registered Agent or a legal practitioner in the British Virgin Islands acting on behalf of the Company.

LIMITATIONS ON BUSINESS OF COMPANY

7. The business and activities of the Company are limited to those businesses and activities which it is not prohibited from engaging in under any law for the time being in force in the British Virgin Islands.

8. Subject to the Companies Act, any other enactment and this Memorandum (including, without limitation, paragraph 7 immediately above of this Memorandum) and the Articles, the Company has:

   (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and

   (b) for the purposes of paragraph (a) immediately above, full rights, powers and privileges.

NUMBER, CLASSES AND PAR VALUE OF SHARES

9. The Company is authorised to issue a maximum of 555,000,000 shares, divided into three classes with a par value of US$0.0001 each, consisting of 500,000,000 Class A ordinary shares, 50,000,000 Class B ordinary shares and 5,000,000 preferred shares.

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF SHARES

10. Subject to paragraphs 11 to 14 (inclusive) of this Memorandum, all ordinary shares shall (in addition and subject to any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for elsewhere in this Memorandum or in the Articles):

    (a) have the right to one vote on any resolution of Shareholders;

    (b) have equal rights with regard to dividends; and

    (c) have equal rights with regard to distributions of the surplus assets of the Company.

11. Except as otherwise specified in the Articles or required by law or Designated Stock Exchange rule, the holders of the Class A Shares and the Class B Shares (on an as converted basis) shall vote as a single class.

12. Prior to an initial Business Combination or the completion of the SWVL Business Combination, and subject to the terms of any Preferred Shares, only holders of Class B Shares will have the right to vote on the election of Directors pursuant to Article 99 or the removal of the Directors pursuant to Article 118 (and such removal may only be for cause).

13. With respect to a vote to continue the Company in a jurisdiction outside the British Virgin Islands in accordance with Article 190, the holders of Class B ordinary shares shall have ten votes for every Class B ordinary share and holders of Class A ordinary shares will have one vote for every Class A ordinary share.

14. Class A Shares issued upon conversion in accordance with Article 14 will not have any redemption rights or be entitled to proceeds of liquidation from the Trust Fund if the Company does not consummate the Business Combination.

15. The Preferred Shares have such rights as specified by the board of Directors pursuant to the Resolution of Directors approving the issue of such Preferred Share(s), and in any such Resolution of Directors the board of Directors shall agree to amend and restate the Memorandum and Articles to fully set out such rights and instruct the registered agent of the Company to file the amended Memorandum and Articles with the Registrar. For the avoidance of doubt, the Directors shall not require any approval of the Members in respect of the issuance of preferred shares, the amendments to the terms of Preferred Shares and the related amendments to the Memorandum and Articles.

16. For the purposes of section 9 of the Companies Act:

    (a) any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for in the Articles are deemed to be set out and stated in full in this Memorandum; and

(b) with immediate effect upon the completion of the SWVL Business Combination:

(i) the memorandum of association contained in the memorandum and articles of association in the form set out in Schedule 1 hereto shall automatically be deemed to be set out and stated in full in this Memorandum in substitution for and to the exclusion of what is presently set out (or deemed to be set out and stated in full) in this Memorandum; and

(ii) the rights, privileges, restrictions and conditions attaching to any of the Shares as presently set out (or deemed to be set out and stated in full) in this Memorandum shall automatically cease to apply and the rights, privileges, restrictions and conditions attaching to any of the Shares shall be as provided for in the memorandum of association contained in the memorandum and articles of association in the form set out in Schedule 1 hereto.

FRACTIONAL SHARES

17. The Company may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

VARIATION OF CLASS RIGHTS AND PRIVILEGES

18. Whenever the Shares are divided into different Classes (and as otherwise determined by the Directors) the rights attached to any such Class may, subject to any rights or restrictions for the time being attached to any Class only be materially adversely varied or abrogated with the consent in writing of the holders of not less than two-thirds of the issued Shares of the relevant Class, or with the sanction of a resolution passed at a separate meeting of the holders of the Shares of such Class by a majority of two-thirds of the votes cast at such a meeting. To every such separate meeting all the provisions of this Memorandum and the Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons at least holding or representing by proxy one-third in nominal or par value amount of the issued Shares of the relevant Class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Shareholders who are present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that Class, every Shareholder of the Class shall on a poll have one vote for each Share of the Class held by him. For the purposes of this paragraph, the Directors may treat all the Classes or any two (2) or more Classes as forming one Class if they consider that all such Classes would be affected in the same way by the proposals under consideration**,** but in any other case shall treat them as separate Classes. The Directors may vary the rights attaching to any Class without the consent or approval of Shareholders provided that the rights will not, in the determination of the Directors, be materially adversely varied or abrogated by such action.

19. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that Class, be deemed to be materially adversely varied or abrogated by, *inter alia*, the creation, allotment or issue of further Shares, any variation of the rights conferred upon the holders of Shares of any other Class or the redemption or purchase of any Shares of any Class by the Company.

CHANGES TO SHARES

20. The Company may by Ordinary Resolution amend this Memorandum to increase or reduce the number of Shares the Company is authorised to issue.

21. The Company may by a Ordinary Resolution:

(a) divide the Shares, including issued Shares, of a Class or Series into a larger number of Shares of the same Class or Series; or

(b) combine the Shares, including issued Shares, of a Class or Series into a smaller number of Shares of the same Class or Series;

provided, however, that where Shares with a par value are divided or combined under paragraph 21 (a) or (b) above, the aggregate par value of the new Shares must be equal to the aggregate par value of the original Shares.

22. For the purposes of section 36(1)(f) of the Companies Act, Shares in the Company may, where issued in, or converted to, one Class or Series, be converted to another Class or Series in any manner specified in paragraph 22 (a), (b) or (c) below:

(a)

(i) the amendment and/or restatement of this Memorandum and the Articles by Ordinary Resolution to re-designate the Shares, including as regards their description and par value, and vary and/or abrogate any of the rights, privileges, restrictions and conditions attaching to the Shares;

(ii) the passing of any resolution or execution of any written consent of the holders of the relevant Shares and any other Class or Series of Shares, where required pursuant to this Memorandum and the Articles;

(iii) if required by the Directors, the delivery to the Company of the existing share certificates in respect of the Shares being re-designated; and

(iv) the amendment of the Register of Members as required to reflect the re-designation made pursuant to paragraph 22 (a)(i) above; or

(b)

(i) the repurchase and cancellation of existing Shares in consideration for the issue of new Shares of a different Class or Series;

(ii) the passing of any resolution or execution of any written consent of the holders of the relevant Shares and any other Class or Series of Shares, where required pursuant to this Memorandum and the Articles;

(iii) if required by the Directors, the delivery to the Company of the existing share certificates in respect of the Shares to be converted; and

(iv) the amendment of the Register of Members as required to reflect the cancellation and issue made pursuant to paragraph 22 (b)(i) above; or

(c) in any other manner permitted by the Companies Act, this Memorandum and the Articles.

NO BEARER SHARES

23. The Company is not authorised to issue bearer shares and all Shares shall be issued as registered shares.

NO EXCHANGE FOR BEARER SHARES

24. Shares may not be exchanged for, or converted into, bearer shares.

TRANSFERS OF SHARES

25. Subject to the provisions of this Memorandum and the Articles, Shares in the Company may be transferred.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

26. Subject to the Companies Act and the rights attaching to the various Classes, the Company may at any time and from time to time by Special Resolution alter or amend this Memorandum or the Articles in whole or in part.

27. Notwithstanding any other provision of this Memorandum or the Articles:

(a) with immediate effect upon the completion of the SWVL Business Combination, the memorandum and articles of association in the form set out in Schedule 1 hereto shall automatically become the memorandum and articles of association of the Company in place of and in substitution for this Memorandum and the Articles; and

(b) at any time following the completion of the SWVL Business Combination the directors of the Company may, by resolution of the Directors, amend and restate the memorandum and articles of association of the Company to omit those provisions of the memorandum and articles of association that have ceased to apply by virtue of this paragraph 27 and accordingly cause the Company to file amended and restated memorandum and articles of association with the Registrar reflecting exclusively the terms of the memorandum and articles of association in the form set out in Schedule 1 hereto. It is acknowledged that an amendment and restatement of the memorandum and articles of association of the Company as contemplated by the immediately preceding sentence does not entail any amendment to the memorandum or articles of association of a kind referred to in section 12(5) of the Companies Act.

DEFINITIONS

28. Words used in this Memorandum and not defined herein shall have the meanings set out in the Articles.

SHAREHOLDER LIABILITY

29. Subject to the provisions of this Memorandum and the Articles, the liability of a Shareholder to the Company, as shareholder, is limited to:

(a) any amount unpaid on a Share held by the Shareholder;

(b) (where applicable) any liability expressly provided for in this Memorandum or the Articles; and

(c) any liability to repay a distribution under section 58(1) of the Companies Act.

30. A Shareholder has no liability, as a member, for the liabilities of the Company.

SEPARATE LEGAL ENTITY AND PERPETUAL EXISTENCE

31. In accordance with section 27 of the Companies Act, the Company is a legal entity in its own right separate from its Shareholders and continues in existence until it is dissolved.

EFFECT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

32. In accordance with section 11(1) of the Companies Act, this Memorandum and the Articles are binding as between:

    (a) the Company and each Shareholder of the Company; and

    (b) each Shareholder of the Company.

33. In accordance with section 11(2) of the Companies Act, the Company, the board of Directors, each Director and each Shareholder of the Company has the rights, powers, duties and obligations set out in the Companies Act except to the extent that they are negated or modified, as permitted by the Companies Act, by this Memorandum or the Articles.

34. In accordance with section 11(3) of the Companies Act, this Memorandum and the Articles have no effect to the extent that they contravene or are inconsistent with the Companies Act.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses

Authorised Signatory

Maples Corporate Services (BVI) Limited

TERRITORY OF THE BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

The following shall comprise the Articles of Association of **Pivotal Holdings Corp** (the "**Company**").

INTERPRETATION

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"**Articles**" means these articles of association of the Company, as amended or substituted from time to time.

"**Audit Committee**" means the audit committee of the Company formed pursuant to Article 145 hereof, or any successor audit committee.

"**Branch Register**" means any branch Register of such category or categories of Members as the Company may from time to time determine.

"**Business Combination**" means a merger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company, with one or more businesses or entities (the "target business"), which Business Combination: (a) (for as long as the securities in the Company are listed on the Designated Stock Exchange) must occur with one or more target businesses that together have an aggregate fair market value of at least 80% of the assets held in the Trust Fund (excluding (i) the deferred underwriting commissions, and (ii) taxes payable on the income earned on the Trust Fund) at the time of the definitive agreement to enter into a Business Combination; (b) must not be effectuated with another blank cheque company or a similar company with nominal operations; and (c) must be approved by the affirmative vote of a majority of the Directors, which must include a majority of the independent Directors and each of the non-independent Directors nominated by the Sponsor.

"**BVI Merger Sub**" has the meaning ascribed to it in the definition of "SWVL Business Combination" below.

"**Cayman Merger Sub**" has the meaning ascribed to it in the definition of "QGGC Merger" below.

"**Class**" or "**Classes**" means any class or classes of Shares as may from time to time be issued by the Company.

"**Class A Shares**" means the Class A ordinary Shares in the Company of $0.0001 nominal or par value designated as Class A Shares, and having the rights provided for in the Memorandum.

"**Class B Shares**" means the Class B ordinary Shares in the Company of $0.0001 nominal or par value designated as Class B Shares, and having the rights provided for in the Memorandum.

"**Companies Act**" means the BVI Business Companies Act, 2004, including any modification, amendment, extension, re-enactment or renewal thereof and any regulations made thereunder.

"**Designated Stock Exchange**" means any national securities exchange or automated quotation system on which the Company's securities are traded, including, but not limited to, The NASDAQ Stock Market LLC, the NYSE MKT LLC, the New York Stock Exchange LLC or any over-the-counter (OTC) market.

"**Directors**" means the directors of the Company for the time being, or as the case may be, the directors assembled as a board or as a committee thereof.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, or any similar United States federal statute and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

"**Founders**" means the Sponsor and all Members immediately prior to the consummation of the IPO.

"**Investment Account**" shall have the meaning ascribed to it herein.

"**Investor Group**" means the Sponsor and its affiliates, successors and assigns.

"**IPO**" means QGGC's initial public offering of securities.

"**IPO Redemption**" shall have the meaning ascribed to it in Article 168.

"**Memorandum**" means the memorandum of association of the Company, as amended or substituted from time to time.

"**Officers**" means the officers for the time being and from time to time of the Company.

"**Ordinary Resolution**" means a resolution:

(a) passed by a simple majority of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or

(b) in relation to Class B Shares only, approved in writing by all of the Class B Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments, if more than one, is executed.

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

"**Over-Allotment Option**" means the option of the Underwriters to purchase on a pro rata basis up to 3,375,000 additional units at the IPO price, less the underwriting discounts and commissions.

"**paid up**" means paid up as to the par value in respect of the issue of any Shares and includes credited as paid up.

"**Person**" means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires, other than in respect of a Director or Officer in which circumstances Person shall mean any person or entity permitted to act as such in accordance with the laws of the British Virgin Islands.

"**Preferred Shares**" means the preferred shares in the Company of $0.0001 nominal or par value designated as Preferred Shares, and having the rights provided for in in the Memorandum.

"**Principal Register**", where the Company has established one or more Branch Registers in accordance with the Companies Act and these Articles, means the Register maintained by the Company in accordance with the Companies Act and these Articles that is not designated by the Directors as a Branch Register.

"**Public Shares**" means the Class A Shares issued (including any Class A Shares issued as part of units) in the QGGC Merger.

"**QGGC**" means, prior to the QGGC Merger, Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability, and, from and after the QGGC Merger, the QGGC Surviving Company.

"**QGGC Merger**" means the merger of QGGC with and into Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of the Company ("**Cayman Merger Sub**"), with Cayman Merger Sub being the surviving company of such merger ("**QGGC Surviving Company**").

"**QGGC Surviving Company**" has the meaning ascribed to it in the definition of "QGGC Merger" above.

"**Redemption Price**" shall have the meaning ascribed to it in Article 168.

"**Regulatory Withdrawal**" means interest earned on the funds held in the Trust Fund that may be released to QGGC or the Company to fund regulatory compliance requirements and other costs related thereto.

"**Register**" means the Register of Members of the Company required to be kept pursuant to the Companies Act and includes any Branch Register(s) established by the Company in accordance with the Companies Act and these Articles.

"**Registered Agent**" means the registered agent of the Company as required by the Companies Act.

"**Registrar**" means the Registrar of Corporate Affairs appointed under section 229 of the Companies Act.

"**Seal**" means the common seal of the Company including any facsimile thereof.

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

"**Secretary**" means any Person appointed by the Directors to perform any of the duties of the secretary of the Company.

"**Series**" means a series of a Class as may from time to time be issued by the Company.

"**Share**" means a share in the Company. All references to "Shares" herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share.

"**Shareholder**" or "**Member**" means a Person who is registered as the holder of Shares in the Register.

"**Share Premium Account**" means the share premium account established in accordance with these Articles and the Companies Act.

"**signed**" means bearing a signature or representation of a signature affixed by mechanical means.

"**Solvency Test**" means the solvency test prescribed by section 56 of the Companies Act and set out in Article 133.

"**Special Resolution**" means a resolution:

(c) passed by a majority of not less than two-thirds (or, with respect to amending Article 100 or Article 191, a majority of at least 90% of the votes cast at a meeting of the Shareholders) of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or

(d) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed.

"**Sponsor**" means Queen's Gambit Holdings LLC, a Delaware limited liability company.

"**Sponsor Director**" means any Director designated as a Sponsor Director by the Sponsor by notice in writing to the Company.

"**SWVL**" has the meaning ascribed to it in the definition of "SWVL Business Combination" below.

"**SWVL Business Combination**" means the merger of Pivotal Merger Sub Company II Limited, a company limited by shares incorporated under the laws of the British Virgin Islands ("**BVI Merger Sub**"), with and into Swvl Inc., a company limited by shares incorporated under the laws of the British Virgin Islands

("**SWVL**"), as contemplated by that certain Business Combination Agreement, dated as of 27 July 2021, by and among SWVL, QGGC, the Company, Cayman Merger Sub and BVI Merger Sub (as the same may be amended and/or restated through to and including the date hereof), with SWVL being the surviving company of such merger.

"**Treasury Shares**" means Shares that were previously issued but were purchased, redeemed, surrendered or otherwise acquired by the Company and not cancelled.

"**Trust Fund**" means the trust account established by QGGC upon the consummation of its IPO and into which a certain amount of the net proceeds of the IPO, together with certain of the proceeds of a private placement of warrants simultaneously with the closing date of the IPO, were deposited.

"**Underwriter**" means an underwriter of the IPO.

2. In these Articles, save where the context requires otherwise:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;

(c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

(d) reference to a dollar or dollars or USD (or $) and to a cent or cents is reference to dollars and cents of the United States of America;

(e) reference to a statutory enactment shall include reference to any amendment or reenactment thereof for the time being in force;

(f) reference to any determination by the Directors shall be construed as a determination by the Directors in their sole and absolute discretion and shall be applicable either generally or in any particular case; and

(g) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing or partly one and partly another.

3. Subject to the preceding Articles, any words defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PRELIMINARY

4. The business of the Company may be commenced at any time after incorporation.

5. The Registered Office shall be in the British Virgin Islands. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

6. The expenses incurred in the formation of the Company and in connection with the offer for subscription and issue of Shares shall be paid by the Company. Such expenses may be amortised over such period as the Directors may determine and the amount so paid shall be charged against income and/or capital in the accounts of the Company as the Directors shall determine.

7. The Directors shall keep, or cause to be kept, the Register at such place or (subject to compliance with the Companies Act and these Articles) places as the Directors may from time to time determine. In the absence of any such determination, the Register shall be kept by the Registered Agent. If the original Register is not kept at the office of the Registered Agent, a copy of it shall be kept there in accordance with the Companies Act. The Directors may keep, or cause to be kept, one or more Branch Registers as well as the Principal

Register in accordance with the Companies Act, provided always that a duplicate of such Branch Register(s) shall be maintained with the Principal Register in accordance with the Companies Act and the rules or requirements of any Designated Stock Exchange.

SHARES

8. Subject to the Memorandum and these Articles, and, where applicable, the rules of the Designated Stock Exchange and/or any competent regulatory authority, all Shares for the time being unissued shall be under the control of the Directors who may:

   (a) issue, allot and dispose of the same to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine; and

   (b) grant options with respect to such Shares and issue warrants or similar instruments with respect thereto;

   and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued; provided however that the Directors shall not allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) to the extent that it may affect the ability of the Company to carry out a conversion described in Articles 14 to 18.

9. The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any Class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.

10. The Directors, or the Shareholders by Ordinary Resolution, may authorise the division of Shares into any number of Classes and sub-classes and Series and sub-series and the different Classes and sub-classes and Series and sub-series shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes and Series (if any) may be fixed and determined by the Directors or the Shareholders by Ordinary Resolution.

11. The Company may, insofar as may be permitted by law, pay a commission to any Person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up Shares or partly in one way and partly in the other. The Company may also pay such brokerage as may be lawful on any issue of Shares.

12. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

13. Except as otherwise specified in these Articles or required by law or Designated Stock Exchange rule, the holders of the Class A Shares and the Class B Shares (on an as converted basis) shall vote as a single class.

FOUNDER SHARES CONVERSION AND ANTI-DILUTION RIGHTS

14. On the first business day following the consummation of the Company's initial Business Combination, or at any earlier date at the option of the holders of the Class B Shares, the issued and outstanding Class B Shares shall automatically be converted into such number of Class A Shares as is equal to twenty percent (20%) of the sum of:

   (a) the total number of Class A Shares issued in the IPO (including pursuant to any Over-Allotment Option) plus the total number of Class B Shares issued; plus

   (b) the total number of Class A Shares issued or deemed issued, or issuable upon the conversion or exercise of any equity-linked securities issued or deemed issued, by the Company in connection with or

in relation to the consummation of the initial Business Combination, excluding (x) any Class A Shares or equity-linked securities exercisable for or convertible into Class A Shares issued, or to be issued, to any seller in the initial Business Combination and (y) any private placement warrants issued to the Sponsor, the Investor Group or any members of the Company's management team upon conversion of working capital loans.

The term "**equity-linked securities**" refers to any securities that are convertible into, exercisable or exchangeable for Class A Shares, including but not limited to a private placement of equity or debt.

For the avoidance of doubt, such Class A Shares issued upon conversion will not have any redemption rights or be entitled to proceeds of liquidation from the Trust Fund if the Company does not consummate the Business Combination.

15. Notwithstanding anything to the contrary contained herein in no event shall the Class B Shares convert into Class A Shares at a ratio that is less than one-for-one.

16. References in Articles 14 to Article 18 to "**converted**", "**conversion**" or "**exchange**" shall mean the compulsory redemption without notice of Class B Shares of any Member and, on behalf of such Members, automatic application of such redemption proceeds in paying for such new Class A Shares into which the Class B Shares have been converted or exchanged at a price per Class B Share necessary to give effect to a conversion or exchange calculated on the basis that the Class A Shares to be issued as part of the conversion or exchange will be issued at par. The Class A Shares to be issued on an exchange or conversion shall be registered in the name of such Member or in such name as the Member may direct.

17. Each Class B Share shall convert into its pro rata number of Class A Shares as set forth in this Article. The pro rata share for each holder of Class B Shares will be determined as follows: each Class B Share shall convert into such number of Class A Shares as is equal to the product of 1 multiplied by a fraction, the numerator of which shall be the total number of Class A Shares into which all of the issued and outstanding Class B Shares shall be converted pursuant to Article 14 and the denominator of which shall be the total number of issued and outstanding Class B Shares at the time of conversion.

18. The Directors may effect such conversion in any manner available under applicable law, including redeeming or repurchasing the relevant Class B Shares and applying the proceeds thereof towards payment for the new Class A Shares. For purposes of the repurchase or redemption, the Directors may, subject to the Company being able to pay its debts in the ordinary course of business, make payments out of amounts standing to the credit of the Company's share premium account or out of its capital.

19. [Not used]

20. [Not used]

CERTIFICATES

21. If so determined by the Directors, any Person whose name is entered as a Member in the Register may receive a certificate in the form determined by the Directors. All certificates shall specify the Share or Shares held by that Person and the amount paid up thereon, provided that in respect of a Share or Shares held jointly by several Persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all. All certificates for Shares shall be delivered personally or sent through the post addressed to the Member entitled thereto at the Member's registered address as appearing in the Register.

22. Every share certificate of the Company shall bear legends required under the applicable laws, including the Exchange Act.

23. Any two (2) or more certificates representing Shares of any one Class held by any Member may at the Member's request be cancelled and a single new certificate for such Shares issued in lieu on payment (if the Directors shall so require) of $1.00 or such smaller sum as the Directors shall determine.

24. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Member upon request subject to delivery of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

25. In the event that Shares are held jointly by several persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

26. [Not used]

LIEN

27. The Company has a first and paramount lien on every Share (whether or not fully paid) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Company also has a first and paramount lien on every Share (whether or not fully paid) registered in the name of a Person indebted or under liability to the Company (whether he is the sole registered holder of a Share or one (1) of two (2) or more joint holders) for all amounts owing by him or his estate to the Company (whether or not presently payable). The Directors may at any time declare a Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share extends to any amount payable in respect of it.

28. The Company may sell, in such manner as the Directors may determine, any Share on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) days after a notice in writing, demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.

29. For giving effect to any such sale the Directors may authorise some Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

30. The proceeds of the sale after deduction of expenses, fees and commission incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares immediately prior to the sale.

CALLS ON SHARES

31. The Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares, and each Shareholder shall (subject to receiving at least fourteen (14) days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on such Shares.

32. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.

33. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

34. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

35. The Directors may make arrangements on the issue of partly paid Shares for a difference between the Shareholders, or the particular Shares, in the amount of calls to be paid and in the times of payment.

36. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys uncalled and unpaid upon any partly paid Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent per annum) as may be agreed upon between the Shareholder paying the sum in advance and the Directors.

FORFEITURE OF SHARES

37. If a Shareholder fails to pay any call or instalment of a call in respect of any Shares on the day appointed for payment, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

38. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be liable to be forfeited.

39. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.

40. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

41. A Person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares. The Company is under no obligation to refund any moneys to the Person whose Shares have been forfeited and that Person shall be discharged from any further obligation to the Company.

42. A statutory declaration in writing that the declarant is a Director, and that a Share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts in the declaration as against all Persons claiming to be entitled to the Share.

43. The Company may receive the consideration, if any, given for a Share on any sale or disposition thereof pursuant to the provisions of these Articles as to forfeiture and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and that Person shall be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the disposition or sale.

44. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes due and payable, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

45. Subject to the Memorandum and these Articles and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to, the Exchange Act), a Member may transfer all or any of his or her Shares.

46. The instrument of transfer of any Share shall be in (a) any usual or common form, (b) such form as is prescribed by the Designated Stock Exchange, or (c) in any other form as the Directors may determine and shall be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.

47. Subject to the terms of issue thereof and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to the Exchange Act), the Directors may determine to decline to register any transfer of Shares without assigning any reason therefor.

48. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine.

49. All instruments of transfer that are registered shall be retained by the Company, but any instrument of transfer that the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

TRANSMISSION OF SHARES

50. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognised by the Company as having any title to the Share. In the case of a Share registered in the name of two (2) or more holders, the survivors or survivor, or the legal personal representatives of the deceased holder of the Share, shall be the only Person recognised by the Company as having any title to the Share.

51. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.

52. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

53. [Not used].

54. [Not used].

55. [Not used].

REDEMPTION, PURCHASE AND SURRENDER OF SHARES

56. Subject to the Companies Act, the rules of the Designated Stock Exchange, the Memorandum and these Articles, including the Solvency Test where applicable, the Company may:

(a) issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as the Directors may determine;

(b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors may determine and agree with the Shareholder;

(c) make a payment in respect of the redemption or purchase of its own Shares in any manner authorised by the Companies Act, including out of its capital; and

(d) accept the surrender for no consideration of any paid up Share (including any redeemable Share) on such terms and in such manner as the Directors may determine.

57. With respect to redeeming or repurchasing the Shares:

(a) Members who hold Public Shares are entitled to request the redemption of such Shares in the circumstances described in Article 168;

(b) Shares held by the Founders shall be surrendered by the Founders on a pro rata basis for no consideration to the extent that the Over-Allotment Option is not exercised in full so that the Founders will own twenty percent (20%) of the Company's issued Shares after the IPO (exclusive of any securities purchased in a private placement simultaneously with the IPO); and

(c) Public Shares shall be repurchased by way of tender offer in the circumstances set out in Article 164(b).

58. Any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

59. The redemption, purchase or surrender of any Share shall not be deemed to give rise to the redemption, purchase or surrender of any other Share.

60. The Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie including, without limitation, interests in a special purpose vehicle holding assets of the Company or holding entitlement to the proceeds of assets held by the Company or in a liquidating structure.

TREASURY SHARES

61. Shares that the Company purchases, redeems or acquires (by way of surrender or otherwise) may, at the option of the Company, be cancelled immediately or held as Treasury Shares in accordance with the Companies Act. In the event that the Directors do not specify that the relevant Shares are to be held as Treasury Shares, such Shares shall be cancelled.

62. No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be declared or paid in respect of a Treasury Share.

63. The Company shall be entered in the Register as the holder of the Treasury Shares provided that:

(a) the Company shall not be treated as a member for any purpose and shall not exercise any right in respect of the Treasury Shares, and any purported exercise of such a right shall be void;

(b) a Treasury Share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act, save that an allotment of Shares as fully paid bonus shares in respect of a Treasury Share is permitted and Shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as Treasury Shares.

64. Treasury Shares may be disposed of by the Company on such terms and conditions as determined by the Directors.

GENERAL MEETINGS

65. The Directors (by majority approval), the chief executive officer, or the chairman (as applicable) may, whenever they think fit, convene a general meeting of the Company.

66. Subject to Article 100, for so long as the Company's Shares are traded on a Designated Stock Exchange, the Company shall in each year hold a general meeting as its annual general meeting at such time and place as may be determined by the Directors in accordance with the rules of the Designated Stock Exchange, unless such Designated Stock Exchange does not require the holding of an annual general meeting.

67. The Directors (or the chief executive officer or the chairman, as applicable) may cancel or postpone any duly convened general meeting at any time prior to such meeting for any reason or for no reason at any time prior to the time for holding such meeting or, if the meeting is adjourned, the time for holding such adjourned meeting. The Directors (or the chief executive officer or the chairman) shall give Shareholders notice in writing of any cancellation or postponement. A postponement may be for a stated period of any length or indefinitely as the Directors (or the chief executive officer or the chairman) may determine.

68. Shareholders seeking to bring business before an annual general meeting of the Company, or to nominate candidates for appointment as directors at an annual general meeting, must provide written notice of such business to the Company. Such notice must be received by the Secretary at the Company's principal office no later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the anniversary date of the immediately preceding annual general meeting. Pursuant to Rule 14a-8 under the Exchange Act, proposals seeking inclusion in the annual proxy statement must comply with the notice periods contained therein.

69. To be in proper written form, a Member's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such Member proposes to bring before the annual general meeting (i) a brief description of the business desired to be brought before the annual general meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend the Memorandum or these Articles, the language of the proposed amendment) and the reasons for conducting such business at the annual general meeting, (ii) the name and record address of such Shareholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (iii) the Class or Series and number of Shares that are owned beneficially and of record by such Shareholder and by the beneficial owner, if any, on whose behalf the proposal is made, (iv) a description of all arrangements or understandings between such Member and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such Member, (v) any material interest of such Member and the beneficial owner, if any, on whose behalf the proposal is made in such business and (vi) a representation that such Member intends to appear in person or by proxy at the annual general meeting to bring such business before the annual general meeting.

70. If at any time there are no Directors, any two (2) Shareholders (or if there is only one (1) Shareholder then that Shareholder) entitled to vote at general meetings of the Company may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

71. At least ten (10) days' notice in writing counting from the date service is deemed to take place as provided in these Articles specifying the place, the day and the hour of the meeting and the general nature of the business, shall be given in the manner hereinafter provided or in such other manner (if any) as may be prescribed by the Company by Ordinary Resolution to such Persons as are, under these Articles, entitled to receive such notices from the Company, but with the consent of all the Shareholders entitled to receive notice of some particular meeting and attend and vote thereat, that meeting may be convened by such shorter notice or without notice and in such manner as those Shareholders may think fit.

72. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Shareholder shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

73. All business carried out at a general meeting shall be deemed special with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, any report of the Directors or of the Company's auditors, and the fixing of the remuneration of the Company's auditors. No special business shall be transacted at any general meeting without the consent of all Shareholders entitled to receive notice of that meeting unless notice of such special business has been given in the notice convening that meeting.

74. No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as otherwise provided by these Articles, one or more Shareholders holding at least a majority of the paid up issued Shares of the Company present in person or by proxy and entitled to vote at that meeting shall form a quorum.

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Shareholder or Shareholders present and entitled to vote shall form a quorum.

76. If the Directors wish to make this facility available for a specific general meeting or all general meetings of the Company, participation in any general meeting of the Company may be by means of a telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

77. The chairman, if any, of the Directors shall preside as chairman at every general meeting of the Company and the chairman from time to time may adopt certain rules and regulations for the conduct of meetings as he or she sees fit.

78. If there is no such chairman, or if at any general meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director or Person nominated by the Directors shall preside as chairman, failing which the Shareholders present in person or by proxy shall choose any Person present to be chairman of that meeting.

79. The chairman may adjourn a meeting from time to time and from place to place either:

    (a) with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting); or

    (b) without the consent of such meeting if, in his sole opinion, he considers it necessary to do so to:

        (i) secure the orderly conduct or proceedings of the meeting; or

        (ii) give all persons present in person or by proxy and having the right to speak and / or vote at such meeting, the ability to do so, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for fourteen (14) days or more, notice of the adjourned meeting shall be given in the manner provided for the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

80. A resolution put to the vote of the meeting shall be decided on a poll.

81. A poll shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

82. In the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

83. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF SHAREHOLDERS

84. Subject to any rights and restrictions for the time being attached to any Share, every Shareholder present in person and every Person representing a Shareholder by proxy shall, at a general meeting of the Company, have one vote for each Share of which he or the Person represented by proxy is the holder.

85. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

86. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote in respect of Shares carrying the right to vote held by him, by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person, may vote in respect of such Shares by proxy.

87. No Shareholder shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.

88. On a poll votes may be given either personally or by proxy.

89. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an Officer or attorney duly authorised. A proxy need not be a Shareholder.

90. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve.

91. The instrument appointing a proxy shall be deposited with the Registered Agent or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting or, if the meeting is adjourned, the time for holding such adjourned meeting.

92. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

93. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

94. Any corporation which is a Shareholder or a Director may by resolution of its directors or other governing body authorise such Person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a Class or of the Directors or of a committee of Directors, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder or Director.

CLEARING HOUSES

95. If a clearing house (or its nominee) is a Member of the Company, it may, by resolution of its directors or other governing body or by power of attorney, authorise such person or persons as it thinks fit to act as its representative or representatives at any general meeting of the Company or at any general meeting of any Class of Members of the Company provided that, if more than one person is so authorised, the authorisation shall specify the number and Class of Shares in respect of which each such person is so authorised. A person so authorised pursuant to this Article shall be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise if it were an individual Member holding the number and Class of Shares specified in such authorisation.

DIRECTORS

96. Subject to Articles 97, 99 and 100, the Company may by Ordinary Resolution appoint any Person to be a Director.

97. Subject to Article 99, there shall be up to eight (8) Directors of the Company and the Directors may from time to time fix the maximum and minimum number of Directors to be appointed by resolution of the board of Directors.

98. There shall be no shareholding qualification for Directors.

99. For so long as the Company's Shares are traded on a Designated Stock Exchange, the Directors shall be divided into three (3) classes designated as Class I, Class II and Class III, respectively. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the board of Directors. At the first annual general meeting of Members after the IPO, the term of office of the Class I Directors shall expire and Class I Directors shall be elected for a full term of three (3) years. At the second annual general meeting of Members after the IPO, the term of office of the Class II Directors shall expire and Class II Directors shall be elected for a full term of three (3) years. At the third annual general meeting of Members after the IPO, the term of office of the Class III Directors shall expire and Class III Directors shall be elected for a full term of three (3) years. At each succeeding annual general meeting of Members, Directors shall be elected for a full term of three (3) years to succeed the Directors of the class whose terms expire at such annual general meeting. Notwithstanding the foregoing provisions of this Article, each Director shall hold office until:

    (a) the expiration of their term;

    (b) until their successor shall have been duly elected and qualified; or

    (c) until their earlier death, resignation or removal.

    No decrease in the number of Directors constituting the board of Directors shall shorten the term of any incumbent Director.

100. Prior to an initial Business Combination or the completion of the SWVL Business Combination, and subject to the terms of any Preferred Shares, only holders of Class B Shares will have the right to vote on the election of Directors pursuant to Article 99 or the removal of the Directors pursuant to Article 118 (and such removal may only be for cause).

101. For so long as the Company's Shares are traded on a Designated Stock Exchange, any and all vacancies in the board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the board of Directors, and not by the Members. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of

Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. When the number of Directors is increased or decreased, the board of Directors shall, subject to Article 99, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full board of Directors until the vacancy is filled.

ALTERNATE DIRECTOR

102. Any Director may in writing appoint another Person to be his alternate and, save to the extent provided otherwise in the form of appointment, such alternate shall have authority to sign written resolutions on behalf of the appointing Director, but shall not be authorised to sign such written resolutions where they have been signed by the appointing Director, and to act in such Director's place at any meeting of the Directors. Every such alternate shall be entitled to attend and vote at meetings of the Directors as the alternate of the Director appointing him and where he is a Director to have a separate vote in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall not be an Officer solely as a result of his appointment as an alternate other than in respect of such times as the alternate acts as a Director. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them.

POWERS AND DUTIES OF DIRECTORS

103. Subject to the Companies Act, the Memorandum and these Articles and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.

104. The Directors may from time to time appoint any Person, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company (including, for the avoidance of doubt and without limitation, any chairman (or co-chairman) of the board of Directors, vice chairman of the board of Directors, a chief executive officer, a president, a chief financial officer, a secretary, a treasurer, vice-presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries or any other Officers as may be determined by the Directors), for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any Person so appointed by the Directors may be removed by the Directors or by the Company by Ordinary Resolution. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases from any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

105. The Directors may appoint any Person to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors or by the Company by Ordinary Resolution.

106. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

107. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorised signatory (any such person being an "**Attorney**" or "**Authorised Signatory**", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under the Memorandum and these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorised Signatory as the Directors may think fit, and may also authorise any such Attorney or Authorised Signatory to delegate all or any of the powers, authorities and discretion vested in him.

108. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.

109. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any Person to be a member of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such Person.

110. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any Person so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

111. Any such delegates as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

112. The Directors may agree with a Shareholder to waive or modify the terms applicable to such Shareholder's subscription for Shares without obtaining the consent of any other Shareholder; provided that such waiver or modification does not amount to a variation or abrogation of the rights attaching to the Shares of such other Shareholders.

113. The Directors shall have the authority to present a winding up petition on behalf of the Company without the sanction of a resolution passed by the Company in general meeting.

BORROWING POWERS OF DIRECTORS

114. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, or to otherwise provide for a security interest to be taken in such undertaking, property or uncalled capital, and to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

THE SEAL

115. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

116. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.

117. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

DISQUALIFICATION OF DIRECTORS

118. The office of Director shall be vacated, if the Director:

(a) becomes bankrupt or makes any arrangement or composition with his creditors;

(b) dies or is found to be or becomes of unsound mind;

(c) resigns his office by notice in writing to the Company;

(d) prior to the closing of an initial Business Combination, is removed from office by Ordinary Resolution of the holders of the Class B Shares (only);

(e) following the closing of an initial Business Combination, is removed from office by Ordinary Resolution of all Shareholders entitled to vote; or

(f) is removed from office pursuant to any other provision of these Articles.

PROCEEDINGS OF DIRECTORS

119. The Directors may meet together (either within or outside the British Virgin Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

120. A Director may participate in any meeting of the Directors, or of any committee appointed by the Directors of which such Director is a member, by means of telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

121. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed, if there be two (2) or more Directors the quorum shall be two (2), and if there be one Director the quorum shall be one. A Director represented by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.

122. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is to be regarded as interested in any contract or other arrangement which may thereafter be made with that company or firm shall be deemed a sufficient

declaration of interest in regard to any contract so made. A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

123. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting of the Directors whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

124. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

125. The Directors shall cause minutes to be made in books or loose-leaf folders provided for the purpose of recording:

(a) all appointments of Officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

126. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

127. A resolution in writing signed by all the Directors or all the members of a committee of Directors entitled to receive notice of a meeting of Directors or committee of Directors, as the case may be (an alternate Director, subject as provided otherwise in the terms of appointment of the alternate Director, being entitled to sign such a resolution on behalf of his appointer), shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Directors or committee of Directors, as the case may be. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

128. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number, or of summoning a general meeting of the Company, but for no other purpose.

129. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office but if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

130. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present

within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairman of the meeting.

131. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.

132. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

DIVIDENDS

133. Subject to any rights and restrictions for the time being attached to any Shares, or as otherwise provided for in the Companies Act, the Memorandum or these Articles, the Directors may from time to time declare dividends (including interim dividends) and other distributions on Shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor, if they are satisfied, on reasonable grounds, that immediately after the dividend, the Company will satisfy the following solvency test:

(a) the value of the Company's assets will exceed its liabilities; and

(b) the Company will be able to pay its debts as they fall due.

134. Subject to any rights and restrictions for the time being attached to any Shares, the Company by Ordinary Resolution may approve dividends, but no dividend shall exceed the amount authorised by the Directors.

135. The Directors may determine, before recommending or declaring any dividend, to set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied and pending such application may, at the determination of the Directors, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit.

136. Any dividend may be paid in any manner as the Directors may determine. If paid by cheque it will be sent through the post to the registered address of the Shareholder or Person entitled thereto, or in the case of joint holders, to any one of such joint holders at his registered address or to such Person and such address as the Shareholder or Person entitled, or such joint holders as the case may be, may direct. Every such cheque shall be made payable to the order of the Person to whom it is sent or to the order of such other Person as the Shareholder or Person entitled, or such joint holders as the case may be, may direct.

137. The Directors when paying dividends to the Shareholders in accordance with the foregoing provisions of these Articles may make such payment either in cash or in specie and may determine the extent to which amounts may be withheld therefrom (including, without limitation, any taxes, fees, expenses or other liabilities for which a Shareholder (or the Company, as a result of any action or inaction of the Shareholder) is liable).

138. Subject to any rights and restrictions for the time being attached to any Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares, but if and for so long as nothing is paid up on any of the Shares dividends may be declared and paid according to the par value of the Shares.

139. If several Persons are registered as joint holders of any Share, any of them may give effectual receipts for any dividend or other moneys payable on or in respect of the Share.

140. No dividend shall bear interest against the Company.

ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION

141. The Company shall keep such records and underlying documentation that:

    (a) are sufficient to show and explain the Company's transactions; and

    (b) will at any time, enable the financial position of the Company to be determined with reasonable accuracy.

142. The records and underlying documentation shall be kept at the office of the Registered Agent or at such other place or places, within or outside the British Virgin Islands as the Directors think fit, and shall always be open to the inspection of the Directors.

143. The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the records and underlying documentation of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any the records and underlying documentation of the Company except as conferred by law or authorised by the Directors or by Ordinary Resolution.

144. The accounts relating to the Company's affairs shall only be audited if the Directors so determine, in which case the financial year end and the accounting principles will be determined by the Directors. The financial year of the Company shall end on 31 December of each year or such other date as the Directors may determine.

145. Without prejudice to the freedom of the Directors to establish any other committee, if the Shares are listed or quoted on the Designated Stock Exchange, and if required by the Designated Stock Exchange, the Directors shall establish and maintain an Audit Committee as a committee of the board of Directors and shall adopt a formal written Audit Committee charter and review and assess the adequacy of the formal written charter on an annual basis. The composition and responsibilities of the Audit Committee shall comply with the rules and regulations of the SEC and the Designated Stock Exchange. The Audit Committee shall meet at least once every financial quarter, or more frequently as circumstances dictate.

CAPITALISATION OF RESERVES

146. Subject to the Companies Act, the Memorandum and these Articles, the Directors may:

    (a) resolve to capitalise an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), whether or not available for distribution;

    (b) appropriate the sum resolved to be capitalised to the Shareholders in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

        (i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or

        (ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum, and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;

    (c) make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;

(d) authorise a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for either:

(i) the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation, or

(ii) the payment by the Company on behalf of the Shareholders (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing Shares, and any such agreement made under this authority being effective and binding on all those Shareholders; and

(e) generally do all acts and things required to give effect to any of the actions contemplated by this Article.

SHARE PREMIUM ACCOUNT

147. The Directors may establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

148. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the determination of the Directors such sum may be paid out of the profits of the Company or other available assets.

INVESTMENT ACCOUNTS

149. The Directors may establish separate accounts on the books and records of the Company (each an "**Investment Account**") for each Class and Series, or for more than one Class or Series, as the case may be, and the following provisions shall apply to each Investment Account:

(a) the proceeds from the allotment and issue of Shares of any Class or Series may be applied in the books of the Company to the Investment Account established for the Shares of such Class or Series;

(b) the assets and liabilities and income and expenditures attributable to the Shares of any Class or Series may be applied or allocated for accounting purposes to the relevant Investment Account established for such Shares subject to these Articles;

(c) where any asset is derived from another asset (whether cash or otherwise), such derivative asset may be applied in the books of the Company to the Investment Account from which the related asset was derived and on each revaluation of an investment the increase or diminution in the value thereof (or the relevant portion of such increase or diminution in value) may be applied to the relevant Investment Account;

(d) in the case of any asset of the Company which the Directors do not consider is attributable to a particular Investment Account, the Directors may determine the basis upon which any such asset shall be allocated among Investment Accounts and the Directors shall have power at any time and from time to time to vary such allocation;

(e) where the assets of the Company not attributable to any Investment Accounts give rise to any net profits, the Directors may allocate the assets representing such net profits to the Investment Accounts as they may determine;

(f) the Directors may determine the basis upon which any liability including expenses shall be allocated among Investment Accounts (including conditions as to subsequent re-allocation thereof if circumstances so permit or require) and shall have power at any time and from time to time to vary such basis and charge expenses of the Company against either revenue or the capital of the Investment Accounts; and

(g) the Directors may in the books of the Company transfer any assets to and from Investment Accounts if, as a result of a creditor proceeding against certain of the assets of the Company or otherwise, a liability would be borne in a different manner from that in which it would have been borne under this Article, or in any similar circumstances.

150. Subject to any applicable law and except as otherwise provided in these Articles the assets held in each Investment Account shall be applied solely in respect of Shares of the Class or Series to which such Investment Account relates and no holder of Shares of a Class or Series shall have any claim or right to any asset allocated to any other Class or Series.

NOTICES

151. Any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by posting it airmail or air courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register, or by electronic mail to any electronic mail address such Shareholder may have specified in writing for the purpose of such service of notices, or by facsimile should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

152. Any Shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

153. Any notice or other document, if served by:

(a) post, shall be deemed to have been served five (5) clear days after the time when the letter containing the same is posted;

(b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;

(c) recognised courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service; or

(d) electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

154. Any notice or document delivered or sent in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.

155. Notice of every general meeting of the Company shall be given to:

(a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and

(b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

INDEMNITY

156. To the fullest extent permitted by law, every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles), Secretary, assistant Secretary, or other Officer (but not including the Company's auditors) and the personal representatives of the same (each an "**Indemnified Person**") shall be indemnified and secured harmless out of the assets of the Company against all actions or proceedings, whether threatened, pending or completed (a "**Proceeding**"), costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own actual fraud, wilful default or wilful neglect as determined by a court of competent jurisdiction, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, or in respect of any actions or activities undertaken by an Indemnified Person provided for and in accordance with the provisions set out above (inclusive), including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending, or otherwise being involved in, (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the British Virgin Islands or elsewhere. Each Member agrees to waive any claim or right of action he or she might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; provided that such waiver shall not extend to any matter in respect of any actual fraud, willful default or willful neglect which may attach to such Director.

157. No Indemnified Person shall be liable:

(a) for the acts, receipts, neglects, defaults or omissions of any other Director or Officer or agent of the Company; or

(b) for any loss on account of defect of title to any property of the Company; or

(c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or

(d) for any loss incurred through any bank, broker or other similar Person; or

(e) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such Indemnified Person's part; or

(f) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such Indemnified Person's office or in relation thereto; unless the same shall happen through such Indemnified Person's own actual fraud, wilful default or wilful neglect as determined by a court of competent jurisdiction.

158. The Company will pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article or otherwise.

159. The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

160. The rights to indemnification and advancement of expenses conferred on any indemnitee as set out above will not be exclusive of any other rights that any indemnitee may have or hereafter acquire. The rights to indemnification and advancement of expenses set out above will be contract rights and such rights will

continue as to an Indemnified Person who has ceased to be a Director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

NON-RECOGNITION OF TRUSTS

161. Subject to the proviso hereto, no Person shall be recognised by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles or as the Companies Act requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register, provided that, notwithstanding the foregoing, the Company shall be entitled to recognise any such interests as shall be determined by the Directors.

BUSINESS COMBINATION REQUIREMENTS

162. Notwithstanding any other provision of the Articles, the Articles under this heading "Business Combination Requirements" shall apply during the period commencing upon the adoption of the Articles and terminating upon the first to occur of the consummation of any Business Combination and the distribution of the Trust Fund pursuant to Article 171. In the event of a conflict between the Articles under this heading "Business Combination Requirements" and any other Articles, the provisions of the Articles under this heading "Business Combination Requirements" shall prevail.

163. Article 171(b) may not be amended prior to the consummation of a Business Combination without a Special Resolution. Subject to the Companies Act and prior to the SWVL Business Combination, the Directors shall have the power, by resolution of the Directors, to exercise all and any powers of the Company that the Directors shall, in their reasonable opinion, consider necessary or desirable in connection with consummating the SWVL Business Combination and no actions by the Company that are contemplated by the SWVL Business Combination shall require any resolution by or consent from the Members.

164. Prior to the consummation of any Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger), the Company shall either:

    (a) submit such Business Combination to its Members for approval; or

    (b) provide Members with the opportunity to have their Shares repurchased by means of a tender offer for a per-Share repurchase price payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, calculated as of two (2) business days prior to the consummation of a Business Combination, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, provided that the Company shall not repurchase Public Shares to the extent that such repurchase would result in the stock of the public company resulting from the Business Combination becoming a "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act.

165. If the Company initiates any tender offer in accordance with Rule 13e-4 and Regulation 14E of the Exchange Act in connection with a Business Combination, it shall file tender offer documents with the SEC prior to completing a Business Combination which contain substantially the same financial and other information about such Business Combination and the redemption rights as is required under Regulation 14A of the Exchange Act.

166. If, alternatively, the Company holds a Member vote to approve a proposed Business Combination, the Company will conduct any compulsory redemption in conjunction with a proxy solicitation pursuant to Regulation 14A of the Exchange Act and not pursuant to the tender offer rules and file proxy materials with the SEC.

167. At a general meeting called for the purposes of approving a Business Combination pursuant to these Articles:

(a) one or more Shareholders holding at least a majority of the paid up voting shares of the Company present in person or by proxy and entitled to vote at that meeting shall form a quorum; and

(b) in the event that a majority of the Shares voted (including all of the Founders Shares voted) are voted for the approval of a Business Combination, the Company shall be authorised to consummate a Business Combination.

168. Where such redemptions in connection with an initial Business Combination (other than the SWVL Business Combination) are not conducted via the tender offer rules pursuant to Article 165, any Member holding Public Shares who is not a Founder, officer or Director may, contemporaneously with any vote on a Business Combination, elect to have their Public Shares redeemed for cash (the "**IPO Redemption**"), provided that no such Member acting together with any affiliate of his or any other person with whom he is acting in concert or as a partnership, syndicate, or other group for the purposes of acquiring, holding, or disposing of Shares may exercise this redemption right with respect to more than twenty percent (20%) of the Public Shares without the prior consent of the Directors, and provided further that any holder that holds Public Shares beneficially through a nominee must identify itself to the Company in connection with any redemption election in order to validly redeem such Public Shares. In connection with any vote held to approve a proposed Business Combination, holders of Public Shares seeking to exercise their redemption rights will be required to either tender their certificates (if any) to the Company's transfer agent or to deliver their shares to the transfer agent electronically using The Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System, at the holder's option, in each case up to two (2) business days prior to the initially scheduled vote on the proposal to approve a Business Combination. If so demanded, the Company shall pay any such redeeming Member, regardless of whether he is voting for or against such proposed Business Combination, a per-Share redemption price payable in cash, equal to the aggregate amount then on deposit in the Trust Fund calculated as of two (2) business days prior to the consummation of a Business Combination, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue (such redemption price being referred to herein as the "**Redemption Price**").

169. In connection with the vote of holders of shares of QGGC to approve the QGGC Merger and the SWVL Business Combination, QGGC offered holders of its shares the right to redeem their Class A Shares received in the QGGC Merger, subject to consummation of the SWVL Business Combination. Notwithstanding any other provision of the Memorandum or these Articles, upon the consummation of the SWVL Business Combination, the Company shall have the right to compulsorily redeem Class A Shares acquired by former shareholders of QGGC who properly exercised such redemption rights.

170. The Redemption Price shall be paid promptly following the consummation of the relevant Business Combination. If the proposed Business Combination is not approved or completed for any reason then such redemptions shall be cancelled and share certificates (if any) returned to the relevant Members as appropriate.

171. (a) In the event that either the Company does not consummate a Business Combination by twenty-four (24) months after the closing of the IPO, or such later time as the Members of the Company may approve in accordance with these Articles or a resolution of the Company's Members is passed pursuant to the Companies Act to commence the voluntary liquidation of the Company prior to the consummation of a Business Combination for any reason, the Company shall: (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a

maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any) subject to applicable law; and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in the case of sub-articles (ii) and (iii), to its obligations under British Virgin Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

(b) If any amendment is made to Article 171(a) that would affect the substance or timing of the Company's obligation to redeem 100% of the Public Shares if the Company has not consummated an initial Business Combination within twenty-four (24) months after the date of the closing of the IPO, or any amendment is made with respect to any other provisions of these Articles relating to the rights of holders of Class A Shares or pre-initial business combination activity, each holder of Public Shares who is not a Founder, officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay our income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue.

172. Except for the withdrawal of interest to pay income taxes and for Regulatory Withdrawals, if any, none of the funds held in the Trust Fund shall be released from the Trust Fund until the earlier of an IPO Redemption pursuant to Article 168, a repurchase of Shares by means of a tender offer pursuant to Article 164(b), a distribution of the Trust Fund pursuant to Article 171(a) or an amendment under Article 171 (b). In no other circumstance shall a holder of Public Shares have any right or interest of any kind in the Trust Fund.

173. (a) Except for the issuance of Class A Shares and Class B Shares in accordance with the terms of the QGGC Merger, additional Shares or other securities that the Company may issue shall not entitle the holders thereof to receive funds from the Trust Fund.

(b) Prior to the consummation of a Business Combination, the Directors shall not issue additional Shares or any other securities that would entitle the holders thereof to vote on any Business Combination or any other proposal presented to the Shareholders prior to or in connection with the completion of a Business Combination, save that the restrictions on the issue of additional Shares or any other securities contained in this Article 173(b) shall not apply to any issue of Shares or securities contemplated by the QGGC Merger.

174. The Company must complete one or more Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Fund (net of amounts previously disbursed to the Company's management for working capital purposes and excluding the amount of deferred underwriting discounts held in the Trust Fund and taxes payable on the income earned on the Trust Fund) at the time of the Company's signing of a definitive agreement in connection with a Business Combination. An initial Business Combination must not be effectuated with another blank cheque company or a similar company with nominal operations.

175. Any payment made to members of the Audit Committee (if one exists) shall require the review and approval of the Directors, with any Director interested in such payment abstaining from such review and approval.

176. A Director may vote in respect of any Business Combination in which such Director has a conflict of interest with respect to the evaluation of such Business Combination. Such Director must disclose such interest or conflict to the other Directors. A resolution of the Directors to approve a Business Combination will only be validly passed if all Sponsor Directors and a majority of the independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange) vote in favor of the Business

Combination (other than the SWVL Business Combination which was duly approved by the directors of QGGC prior to the QGGC Merger).

177. The Audit Committee shall monitor compliance with the terms of the IPO and, if any non-compliance is identified, the Audit Committee shall be charged with the responsibility to take all action necessary to rectify such non-compliance or otherwise cause compliance with the terms of the IPO.

178. The Company may enter into a Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger) with a target business that is affiliated with the Sponsor, the Directors or Officers of the Company if such transaction were approved by a majority of the independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange) and the Directors that did not have an interest in such transaction. In the event the Company enters into a Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger) with an entity that is affiliated with the Sponsor, Officers or Directors, the Company, or a committee of independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange), will obtain an opinion that our initial Business Combination is fair to the Company from a financial point of view from either an independent investment banking firm that is a member of the Financial Industry Regulatory Authority, Inc. or an independent accounting firm.

BUSINESS OPPORTUNITIES

179. In recognition and anticipation of the facts that: (a) directors, managers, officers, members, partners, managing members, employees and/or agents of one or more members of the Investor Group (each of the foregoing, an "**Investor Group Related Person**") may serve as Directors and/or Officers of the Company; and (b) the Investor Group engages, and may continue to engage in the same or similar activities or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, the provisions of Articles 180 to 184 are set forth to regulate and define the conduct of certain affairs of the Company as they may involve the Members and the Investor Group Related Persons, and the powers, rights, duties and liabilities of the Company and its Officers, Directors and Members in connection therewith.

180. To the fullest extent permitted by applicable law, the Investor Group and the Investor Group Related Persons shall have no duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Company.

181. To the fullest extent permitted by applicable law, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for either the Investor Group or the Investor Group Related Persons, on the one hand, and the Company, on the other.

182. Except to the extent expressly assumed by contract, to the fullest extent permitted by applicable law, the Investor Group and the Investor Group Related Persons shall have no duty to communicate or offer any such corporate opportunity to the Company and shall not be liable to the Company or its Members for breach of any fiduciary duty as a Member, Director and/or officer of the Company solely by reason of the fact that such party pursues or acquires such corporate opportunity for itself, himself or herself, directs such corporate opportunity to another person, or does not communicate information regarding such corporate opportunity to the Company, unless such opportunity is expressly offered to such Investor Group Related Person in their capacity as a Director or officer of the Company and the opportunity is one that the Company is able to complete on a reasonable basis.

183. Except as provided elsewhere in the Memorandum or these Articles, the Company hereby renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for both the Company and the Investor Group,

about which a Director and/or officer of the Company who is also an Investor Group Related Person acquires knowledge.

184. To the extent a court might hold that the conduct of any activity related to a corporate opportunity that is renounced in this Article to be a breach of duty to the Company or its Members, the Company and (if applicable) each Member hereby waives, to the fullest extent permitted by applicable law, any and all claims and causes of action that the Company may have for such activities described in Articles 179 to 183 above. To the fullest extent permitted by applicable law, the provisions of Articles 179 to 183 apply equally to activities conducted in the future and that have been conducted in the past.

WINDING UP

185. A voluntary liquidator may be appointed by an Ordinary Resolution. If the Company shall be wound up the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.

186. If the Company shall be wound up, the liquidator may, with the sanction of an Ordinary Resolution divide amongst the Shareholders in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different Classes. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator, with the like sanction shall think fit, but so that no Shareholder shall be compelled to accept any assets whereon there is any liability.

CLOSING OF REGISTER OR FIXING RECORD DATE

187. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may, by any means in accordance with the requirements of the Designated Stock Exchange, provide that the Register shall be closed for transfers for a stated period which shall not exceed in any case forty (40) days. If the Register shall be so closed for the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders the Register shall be so closed for at least ten (10) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register.

188. In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend, fix a subsequent date as the record date for such determination.

189. If the Register is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been made as provided in this Article, such determination shall apply to any adjournment thereof.

CONTINUATION

190. The Company may by Special Resolution resolve to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause all such steps as they consider appropriate to be taken to effect the continuation of the Company.

191. With respect to a vote to continue the Company in a jurisdiction outside the British Virgin Islands in accordance with Article 190, notwithstanding any other Article herein, the holders of Class B Shares shall have ten votes for every Class B Share and holders of Class A Shares will have one vote for every Class A Share.

MERGERS AND CONSOLIDATION

192. The Company may merge or consolidate in accordance with the Companies Act.

193. To the extent required by the Companies Act, the Company may by Special Resolution resolve to merge or consolidate the Company.

DISCLOSURE

194. The Directors, or any authorised service providers (including the Officers, the Secretary and the registered agent of the Company), shall be entitled to disclose to any regulatory or judicial authority, or to any stock exchange on which the Shares may from time to time be listed, any information regarding the affairs of the Company including, without limitation, information contained in the Register and books of the Company.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

Schedule 1

Exhibit D

Company no. 2070410

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

Pivotal Holdings Corp

Incorporated this 23rd day of July 2021

Amended and Restated on [●] day of [●] 2021

Maples Corporate Services (BVI) Limited

Kingston Chambers

PO Box 173

Road Town, Tortola

British Virgin Islands

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Pivotal Holdings Corp

1 The name of the Company is **Pivotal Holdings Corp**.

2 The Company is a company limited by shares.

3 The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by Resolution of Directors or Resolution of Members.

4 The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by Resolution of Directors or Resolution of Members.

5 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the British Virgin Islands.

6 The liability of each Member is limited to the amount unpaid on such Member's shares.

7 The Company is authorised to issue a maximum of 555,000,000 shares with a par value of US$0.0001 each divided into two classes as follows:

7.1 500,000,000 Class A ordinary shares (the "**Class A Common Shares**"); and

7.2 55,000,000 preferred shares (the "**Preference Shares**"),

each Share having the rights and restrictions set out in the Memorandum and Articles.

8 For the purposes of section 9 of the Statute, any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for in the Memorandum and Articles are deemed to be set out and stated in full in this Memorandum.

9 Each Class A Common Share confers on the holder:

(a) the right to one vote on any Resolution of Members;

(b) the right to an equal share in any dividend paid by the Company in accordance with the Statute; and

(c) the right to an equal share in the distribution of the surplus assets of the Company.

10 The Preference Shares shall have such rights as specified by the board of Directors pursuant to the Resolution of Directors approving the issue of such Preference Share(s), and in any such Resolution of Directors the board of Directors shall agree to amend and restate the Memorandum and Articles to fully set out such rights and instruct the registered agent of the Company to file the amended Memorandum and Articles with the Registrar. For the avoidance of doubt, the Directors shall not require any approval of the Members in respect of the issuance of Preference Shares, any amendments to the terms of Preference Shares and the related amendments to the Memorandum and Articles.

11 Shares may only be issued as registered shares and the Company is not authorised to issue bearer shares. Registered shares may not be exchanged for bearer shares or converted to bearer shares.

12 Capitalised terms that are not defined in this Memorandum bear the respective meanings given to them in the Articles of Association of the Company.

13 Subject to the provisions of the Statute, the Company may from time to time amend this Memorandum or the Articles of Association by a Resolution of Members passed by a supermajority or by a Resolution of Directors.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses

Authorised Signatory

Maples Corporate Services (BVI) Limited

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Pivotal Holdings Corp

1 Interpretation

1.1 In the Articles, unless there is something in the subject or context inconsistent therewith:

"**Articles**"	means these articles of association of the Company.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"business day"	means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorised or obligated by law to close in New York City.
"**Class A Common Share**"	has the meaning given to such term in the Memorandum.
"**Clearing House**"	means a clearing house recognised by the laws of the jurisdiction in which the Shares (or depositary receipts therefor) are listed or quoted on a Recognised Exchange or interdealer quotation system in such jurisdiction.
"**Company**"	means the above named company.
"**Directors**"	means the then current directors of the Company.
"**Distribution**"	means any distribution (including an interim or final dividend).
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Act.
"**Electronic Transactions Act**"	means the Electronic Transactions Act, 2001 of the British Virgin Islands.
"**Exchange Act**"	has the meaning given to that term in Article 17.8(c).
"**Material Ownership Interests**"	has the meaning given to that term in Article 17.8(d).
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.
"**Other Investments**"	has the meaning given to that term in Article 45.
"**Preference Share**"	has the meaning given to such term in the Memorandum.
"**Proposing Person**"	shall mean the following persons: (i) the Member or Requisitioning Members of record providing the notice of Director Nomination(s) or other business proposed to be brought before a general meeting, and (ii) the beneficial owner(s), if different, on whose behalf the Director Nomination(s) or other business proposed to be brought before a general meeting is made.

"**Recognised Exchange**"	means an exchange that is a member of the World Federation of Exchanges or an exchange that is recognised by the BVI Financial Services Commission by notice published in the Government of the Virgin Islands Official Gazette including, but not limited to, the New York Stock Exchange and NASDAQ.
"**Register of Members**"	means the register of Members maintained in accordance with the Statute.
"**Registered Agent**"	means the then current registered agent of the Company.
"**Registered Office**"	means the then current registered office of the Company.
"**Resolution of Directors**"	means: (a) a resolution passed by a majority of votes of the Directors or a majority of votes of the members of a committee of the Directors as, being entitled to do so, vote at a meeting of the Directors or a meeting of a committee of the Directors, unless a higher threshold is required pursuant to the Memorandum or the Articles; or (b) a resolution in writing signed by all of the Directors or all of the members of a committee of the Directors.
"**Resolution of Members**"	means a resolution passed by a majority of votes of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Members unless a higher threshold is required pursuant to the Memorandum or the Articles (it being understood that, unless otherwise provided in the Memorandum or the Articles, absent Members, Members who are present but do not vote, blanks and abstentions shall not be counted for purposes of determining if a majority has been obtained). For the avoidance of doubt, a Resolution of Members may not be consented to in writing and section 88 of the Statute shall not apply to the Company.
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**SEC**"	has the meaning given to that term in Article 3.1.
"**Share**"	means a Common Share or a Preference Share in the Company and includes a fraction of such share in the Company.
"**Solicitation Statement**"	has the meaning given to that term in Article 17.8(e).
"**Statute**"	means the BVI Business Companies Act, 2004 of the British Virgin Islands.
"**Specified Party**"	has the meaning given to that term in Article 45.
"**Synthetic Equity Interest**"	shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called "stock borrowing" agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (a) give a person or entity economic benefit and/or risk similar to ownership of shares of any

	class or series of the Company, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of the Company, (b) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of the Company, (c) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of the Company, or (d) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of the Company.
"**Timely Notice**"	has the meaning given to that term in Article 17.8.
"**Treasury Share**"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender and words importing the feminine gender include the masculine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) references to provisions of any law shall be construed to include any rules and regulations promulgated thereunder;

(h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(i) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(j) headings are inserted for reference only and shall be ignored in construing the Articles;

(k) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(l) any requirements as to execution or signature under the Articles including the execution of the Memorandum and Articles themselves can be satisfied in the form of an electronic signature as provided for in the Electronic Transactions Act;

(m) section 8(2) of the Electronic Transactions Act shall not apply;

(n) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect;

(o) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share; and

(p) the term "supermajority" in relation to a Resolution of Members means, notwithstanding anything to the contrary in the definition of "Resolution of Members", a majority of not less than seventy five (75) per cent. of the votes of all those entitled to vote on the resolution regardless of how many actually vote or abstain, meaning that absent Members, Members who are present but do not vote, blanks and abstentions shall be counted for the purpose of determining if a supermajority has been obtained.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of any monies of the Company, all expenses incurred or sustained in the formation and establishment of the Company, including the expenses of incorporation.

3 Issue of Shares

3.1 Subject to the Statute and the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and, where applicable, the rules and regulations of any applicable Recognised Exchange, the United States Securities and Exchange Commission (the "**SEC**") and/or any other competent regulatory authority and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Distribution, voting, return of investment or otherwise and to such persons, at such times, for such consideration, and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. A bonus share issued by the Company shall be deemed to have been fully paid for on issue.

3.2 The Company may issue rights, options, warrants or convertible securities or instruments of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company on such terms as the Directors may from time to time determine.

3.3 The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.

3.4 Section 46 of the Statute does not apply to the Company.

4 Register of Members

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 Where Shares are listed on a Recognised Exchange, the Directors may determine that the Company shall maintain or cause to be maintained its Register of Members in such manner and form as is customary for such Recognised Exchange.

5 Closing Register of Members and Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty (40) days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Distribution, the date on which notice of the meeting is sent or the date on which the Resolution of Directors resolving to pay such Distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof (unless otherwise provided by a Resolution of Directors).

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve by Resolution of Directors that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other persons authorised by the Directors or shall be given under Seal. The Directors may authorise certificates to be issued with the authorised signature(s) or Seal affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and, subject to the Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred or sustained by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

7.1 Subject to the terms of the Articles, any Member may transfer all or any of his, her or its Shares by an instrument of transfer provided that such transfer complies with the rules and regulations of the applicable Recognised Exchange, the SEC and/or any other competent regulatory authority or otherwise under applicable law. If the Shares in question were issued in conjunction with rights, options or warrants issued pursuant to the Articles on terms that one cannot be transferred without the other, the Directors shall refuse to register the transfer of any such Share without evidence satisfactory to them of the like transfer of rights, options or warrants.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if registration as a holder of the Shares imposes a liability to the Company on the transferee, signed by or on behalf of the transferee) and contain the name and address of the transferee. The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

7.3 Where Shares are listed on a Recognised Exchange, in accordance with section 54A of the Statute, the Shares may be transferred without the need for a written instrument of transfer if the transfer is carried out

in accordance with the law, rules, procedures and other requirements applicable to shares listed on the Recognised Exchange and Articles 7.1 and 7.2 shall be interpreted accordingly.

8 Redemption, Repurchase and Surrender of Shares

8.1 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the terms attached to Shares, as specified in the Memorandum and the Articles, may provide for such Shares to be redeemed or to be liable to be redeemed at the option of the Member or the Company on such terms as so specified.

8.2 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the Company may purchase or otherwise acquire its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.

8.3 The Company may make a payment in respect of the redemption, purchase or other acquisition of its own Shares in any manner permitted by the Statute.

8.4 The Company may accept the surrender for no consideration of any fully paid Share including, for the avoidance of doubt, a Treasury Share. Any such surrender shall be in writing and signed by the Member holding the Share or Shares.

9 Treasury Shares

Subject to the Statute, the Directors may, prior to the purchase, redemption or surrender of any Share, resolve by Resolution of Directors that such Share shall be held as a Treasury Share.

10 Commission on Sale of Shares

The Company may pay a commission to any person in consideration of his, her or its subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or, subject to the Statute, the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

11 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

12 Lien on Shares

12.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his, her or its estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

12.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently due and payable, and is not paid within fourteen (14) clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

12.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his, her or its nominee shall be registered as the holder of the Shares comprised in any such transfer, and he, she or it shall not be bound to see to the application of the purchase money, nor shall his, her or its title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.

12.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

13 Call on Shares

13.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares, and each Member shall (subject to receiving at least fourteen (14) clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him or her notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

13.2 A call shall be deemed to have been made at the time when the Resolution of Directors authorising such call was passed.

13.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

13.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred or sustained by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

13.5 An amount payable in respect of a Share on issue or allotment or at any fixed date shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

13.6 The Company may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

13.7 The Company may, by Resolution of Directors, if the Directors think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him or her, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

13.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a dividend or other Distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

14 Forfeiture of Shares

14.1 If a call or instalment of a call remains unpaid after it has become due and payable the Company may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred or sustained by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

14.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a Resolution of Directors. Such forfeiture shall include all Distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

14.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

14.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited.

14.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his, her or its title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

14.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time as if it had been payable by virtue of a call duly made and notified.

15 Transmission of Shares

15.1 If a Member dies the survivor or survivors (where he, she or it was a joint holder) or his, her or its legal personal representatives (where he, she or it was a sole holder), shall be the only persons recognised by the Company as having any title to his, her or its Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he, she or it was a joint or sole holder.

15.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him or her to the Company, either to become the holder of such Share or to have some person nominated by him or her registered as the holder of such Share. If he, she or it elects to have another person registered as the holder of such Share he, she or it shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his, her or its death or bankruptcy or liquidation or dissolution, as the case may be.

15.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Distributions and other advantages to which he, she or it would be entitled if he, she or it were the holder of such Share. However, he, she or it shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him or her be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his, her or its death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety (90) days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Distributions or other monies payable in respect of the Share until the requirements of the notice have been complied with.

16 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by Resolution of Directors change the location of its Registered Office and its Registered Agent, provided that the Company's Registered Office shall at all times be the office of the Registered Agent. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

17 General Meetings

17.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

17.2 The Company may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and, where called, shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint.

17.3 The Directors, by Resolution of Directors, or the chairman, if any, of the board of Directors, acting alone, may, and the Directors shall upon receipt of a valid Members' Requisition, call general meetings. Only those matters set forth in the notice of the general meeting or, solely with respect to an annual general meeting or an extraordinary general meeting convened upon a Members' Requisition, properly requested in accordance with Article 17.8, may be considered or acted upon at a general meeting. In addition to the other requirements set forth in the Articles, for any proposal of business to be considered at a general meeting, it must be a proper subject for action by Members of the Company under the Statute.

17.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than thirty (30) per cent. of the voting power of the issued Shares which as at that date carry the right to vote in respect of the matter for which the meeting is requested.

17.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

17.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one (21) days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three (3) months after the expiration of the said twenty-one (21) day period.

17.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

17.8 For nominations of candidates for appointment as Director ("**Director Nominations**") or other business to be properly brought (x) by a Member before an annual general meeting or (y) by Requisitioning Members before an extraordinary general meeting convened upon a Members' Requisition, the Director Nomination or other business must be (i) specified in the notice of the general meeting (or any supplement thereto) given by or at the direction of the Directors by Resolution of Directors, (ii) brought before the general meeting by the person presiding over the meeting or (iii) otherwise properly requested to be brought before the meeting by a Member of the Company or by the Requisitioning Members, as applicable, in accordance with this Article 17.8. For Director Nomination or other business to be properly requested to be brought (x) by a Member before an annual general meeting or (y) by Requisitioning Members before an extraordinary general meeting convened upon a Members' Requisition, the Member or Requisitioning Members must (i) be Member(s) of the Company of record at the time of the giving of the notice for such general meeting, (ii) be entitled to vote at such general meeting, (iii) have given Timely Notice (as defined below) thereof in writing to any Director addressed to the Registered Office, (iv) have provided any updates or supplements to such notice at the times and in the forms required by the Articles and (v) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is

made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by the Articles. To be timely, a Member's written notice in respect of an annual general meeting must be received by any Director at the Registered Office not later than the close of business on the one hundred twentieth (120th) day nor earlier than the close of business on the one hundred fiftieth (150th) day prior to the one (1) year anniversary of the preceding year's annual general meeting; provided, however, that in the event the annual general meeting is first convened more than thirty (30) days before or more than sixty (60) days after such anniversary date, or if no annual general meeting was held in the preceding year, notice by the Member to be timely must be received by any Director at the Registered Office not earlier than the close of business on the one hundred twentieth (120th) day prior to the date of such annual general meeting and not later than the close of business on tenth (10th) day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as "**Timely Notice**"). Notwithstanding anything to the contrary provided herein, (x) for the first annual general meeting, a Member's notice shall be timely (and be considered a Timely Notice) if received by any Director at the Registered Office not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such annual general meeting or the tenth (10th) day following the day on which public announcement of the date of such annual general meeting is first made or sent by the Company and (y) for any extraordinary general meeting convened upon a Members' Requisition, the Requisitioning Members' notice shall be timely (and be considered a Timely Notice) if received by any Director at the Registered Office on the date of delivery of the Members' Requisition. Any such Timely Notice must set forth, as to each matter the Member or Requisitioning Members propose to bring before the general meeting:

(a) as to each person whom the Member or the Requisitioning Members propose to nominate for appointment as a Director, (i) the name, age, business address and residence address of the nominee, (ii) the principal occupation or employment of the nominee, (iii) the class and number of Shares or any other securities of the Company that are held of record or are beneficially owned by the nominee and of its affiliates and any derivative positions held or beneficially held by the nominee and of its affiliates, (iv) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the nominee or any of its affiliates with respect to any securities of the Company, and a description of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of any securities), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of the nominee or any of its affiliates, (v) a description of all agreements, arrangements or understandings between or among the Member or the Requisitioning Members, as applicable, or any of its or their affiliates and each nominee or any of its affiliates and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the Member or the Requisitioning Members or concerning the nominee's potential service as a Director, (vi) a written statement executed by the nominee acknowledging that as Director, the nominee will owe fiduciary duties under the Statute with respect to the Company and its Members, and (vii) all information relating to such person that is required to be disclosed in solicitations of proxies for appointment of directors in an appointment contest, or is otherwise required, in each case pursuant to the Statute or other applicable law, rule or regulation (including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if appointed);

(b) as to any other business that the Member or the Requisitioning Members propose to bring before the general meeting, a description in reasonable detail of the business desired to be brought before the general meeting, the reasons for conducting such business at the general meeting, the text, if any, of any resolutions or Articles amendment proposed for adoption, and any material interest in such business of each Proposing Person;

(c) (i) the name and address of the Member or Requisitioning Members giving the notice, as they appear on the Company's books, and the names and addresses of the other Proposing Persons (if any) and

(ii) as to each Proposing Person, such Proposing Peron's written consent to the public disclosure of information provided to the Company pursuant to this Article 17.8 and the following information: (a) the class or series and number of all Shares of the Company which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates, including any Shares of the Company as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests in which such Proposing Person or any of its affiliates or associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such Shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such Shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Statute or the Exchange Act of 1934, as amended, of the United States of America (the "**Exchange Act**"), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any Shares of the Company, (d) any rights to dividends or other distributions on the Shares of the Company, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Company, (e) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of Shares of the Company or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (a) through (e) are referred to, collectively, as "**Material Ownership Interests**") and (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any Shares of the Company, (f) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act by such Proposing Person and/or any of its respective affiliates or associates, and (g) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to the Statute, the Exchange Act or any other applicable laws, rules or regulations;

(d) (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the general meeting (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of other Members (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of Shares owned beneficially or of record by such other Member(s) or other beneficial owner(s); and

(e) a statement whether or not the Member or Requisitioning Members giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the Shares of the Company required under applicable law to approve the proposal or, in the case of a Director Nomination, at least the percentage of voting power of all of the Shares of the Company reasonably believed by such Proposing Person to be sufficient to appoint the nominee or nominees proposed to

be nominated by such Member or Requisitioning Members (such statement, the "**Solicitation Statement**").

A Member or the Requisitioning Members must also submit a supporting statement indicating the reasons for bringing such proposal.

17.9 A Member or Requisitioning Members providing Timely Notice of Director Nomination or other business proposed to be brought before a general meeting shall further update and supplement such notice, if necessary, so that the information (including the Material Ownership Interests information) provided or required to be provided in such notice pursuant to the Articles shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to such general meeting, and such update and supplement must be received by any Director at the Registered Office not later than the close of business on the fifth (5th) business day after the record date for the general meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth (8th) business day prior to the date of the general meeting (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting). If a Member or the Requisitioning Members do not comply with this Article 17 in providing notice of Director Nomination or other business proposed to be brought before a general meeting, such notice shall not be deemed to be Timely Notice.

17.10 Only such persons who are nominated for appointment as a Director in accordance with the provisions of the Articles shall be eligible for appointment and to serve as Directors once appointed in accordance with the Articles and only such other business shall be conducted at an general meeting as shall have been brought before the meeting in accordance with the provisions of the Articles. The Directors or a designated committee thereof, through a Resolution of Directors, shall have the power to determine whether a Director Nomination or any other business proposed to be brought before the meeting was made in accordance with the provisions of the Articles. If neither the Directors nor such designated committee makes a determination as to whether any Director Nomination or other proposal was made in accordance with the provisions of the Articles, the presiding person of the general meeting shall have the power and duty to determine whether the Director Nomination or other proposal was made in accordance with the provisions of the Articles. If the Directors or a designated committee thereof or the presiding person, as applicable, determines that any Director Nomination or other proposal was not made in accordance with the provisions of the Articles, such proposal or nomination shall be disregarded and shall not be presented for action at the general meeting.

17.11 Except as otherwise required by applicable law, nothing in this Article 17 shall obligate the Company or the Directors to include in any proxy statement or other Member communication distributed on behalf of the Company or the Directors information with respect to any nominee for appointment of a Director or any other business submitted or proposed by a Member.

17.12 Notwithstanding the foregoing provisions of this Article 18, if the nominating or proposing Member or the Requisitioning Members (or a qualified representative of the Member or the Requisitioning Members) do not appear at the general meeting to present a Director Nomination or any other business, such Director Nomination or other business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Article 17, to be considered a qualified representative of the proposing Member or Requisitioning Members, a person must be authorised by a written instrument executed by such Member or Requisitioning Members or an electronic transmission delivered by such Member or Requisitioning Members to act for such Member or Requisitioning Members as proxy at the meeting of Members and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding person at the general meeting.

17.13 For purposes of the Articles, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable international or national news service or in a

document publicly filed by the Company with the SEC pursuant to section 13, 14 or 15(d) of the Exchange Act or the rules of the Recognised Exchange.

17.14 Notwithstanding the foregoing provisions of the Articles, a Member and the Requisitioning Members shall also comply with all applicable requirements of the Statute and all applicable laws, rules and regulations with respect to the matters set forth in the Articles.

18 Notice of General Meetings

18.1 At least seven (7) clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all of the Members entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five (95) per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving that right.

18.2 Notwithstanding any other provision of the Articles, the accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice, or the accidental failure to refer in any notice or other document to a meeting as an "annual general meeting" or "extraordinary general meeting", as the case may be, shall not invalidate the proceedings of that general meeting.

19 Proceedings at General Meetings

19.1 No business shall be transacted at any general meeting unless a quorum is present. A majority in voting power of the Shares entitled to vote at such meeting, present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy, shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.

19.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

19.3 Any action taken by the Members must be taken or effected at a general meeting and may not be taken or effected by a written resolution or written consent of Members or otherwise in lieu thereof.

19.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' Requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

19.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such

appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he, she or it shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall appoint one of their number to be chairman of the meeting.

19.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.

19.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19.8 When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

19.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the Directors, by Resolution of Directors, or the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten (10) per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving a right to attend and vote at the meeting demand a poll.

19.10 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes of the proceedings of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

19.11 The demand for a poll may be withdrawn.

19.12 Except on a poll demanded on the appointment of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

19.13 A poll demanded on the appointment of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

19.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote.

20 Votes of Members

20.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he, she or it is the holder.

20.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

20.3 A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his, her or its committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

20.4 No person shall be entitled to vote at any general meeting unless he, she or it is registered as a Member on the record date for such meeting nor unless all calls or other monies then due and payable by him or her in respect of Shares have been paid.

20.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.

20.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

20.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his, her or its Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him or her, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he, she or it is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he, she or it is appointed.

21 Proxies

21.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his, her or its attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.

21.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.

21.3 The chairman may in any event at his, her or its discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.

21.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

21.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the

proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

22 Corporate Members

22.1 Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he, she or it represents as the corporation could exercise if it were an individual Member.

22.2 If a Clearing House (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it sees fit to act as its representative at any meeting of the Company or at any meeting of any class of Members provided that the authorisation shall specify the number and class of Shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the Clearing House (or its nominee(s)) as if such person was the registered holder of such Shares held by the Clearing House (or its nominee(s)).

23 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company (including Treasury Shares) shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

24 Directors

24.1 There shall be a board of Directors consisting of nine Directors, provided however that the Company may, by a Resolution of Directors, increase or reduce the number of Directors. No increase or reduction in the number of directors constituting the board of Directors shall shorten the term of any incumbent director.

24.2 The Directors shall be divided into three classes: Class I, Class II and Class III. The number of Directors in each class shall be as nearly equal as possible. The Class I Directors shall stand appointed for a term expiring at the Company's first annual general meeting, the Class II Directors shall stand appointed for a term expiring at the Company's second annual general meeting and the Class III Directors shall stand appointed for a term expiring at the Company's third annual general meeting.

24.3 Commencing at the Company's first annual general meeting, and at each annual general meeting thereafter, Directors appointed to succeed those Directors whose terms expire shall be appointed in accordance with Article 26 for a term of office to expire at the third succeeding annual general meeting after their appointment.

24.4 Except as the Statute may otherwise require, in the interim between annual general meetings or extraordinary general meetings called for the appointment of Directors and the filling of any vacancy in that connection, additional Directors and any vacancies in the board of Directors, including unfilled vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, notwithstanding that such majority may be less than a quorum required for a Resolution of Directors. For the avoidance of doubt, any vacancies in the board of Directors, including unfilled vacancies resulting from the removal of Directors for cause and unfilled vacancies resulting from increases or reductions in the number of Directors, may not be filled by a Resolution of Members.

24.5 All Directors shall hold office until the expiration of their respective terms of office and until their successors shall have been appointed and qualified. A Director appointed to fill a vacancy resulting from the death, resignation or removal of a Director shall serve for the remainder of the full term of the Director whose death, resignation or removal shall have created such vacancy and until his, her or its successor shall have been appointed and qualified.

24.6 No Director shall be permitted to appoint an alternate director pursuant to section 130 of the Statute.

25 Powers and Duties of Directors

25.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Resolution of Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

25.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

25.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his, her or its widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

25.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

25.5 A Director, in exercising his, her or its powers or performing his, her or its duties, shall act honestly and in good faith and in what the Director believes to be in the best interests of the Company.

25.6 Section 175 of the Statute shall not apply to the Company.

26 Appointment and Removal of Directors

26.1 The Company may by Resolution of Members, and in accordance with Articles 17 and 24, appoint any person properly nominated for election as a Director at any general meeting to appoint Directors of the Company.

26.2 The Company may, by Resolution of Directors, appoint any person to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by the Articles as the maximum number of Directors.

26.3 The Company may by Resolution of Directors passed by at least two-thirds of the Directors remove any Director with cause. Members may not act to remove Directors.

26.4 Sections 114(2) and 114(3) of the Statute shall not apply to the Company.

27 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that he, she or it resigns the office of Director; or

(b) the Director dies; or

(c) a court of competent jurisdiction has determined in a final non-appealable order that such Director is permanently and totally disabled and unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death within twelve (12) months, or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or

(d) the Director becomes disqualified to act as a Director under section 111 of the Statute.

28 Proceedings of Directors

28.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be a majority of the Directors then in office.

28.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a Resolution of Directors. In the case of an equality of votes, the chairman shall not have a second or casting vote.

28.3 A person may participate in a meeting of the Directors or a meeting of any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

28.4 A Resolution of Directors in writing (in one or more counterparts) signed by all of the Directors or all of the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

28.5 A Director may, or other officer of the Company on the direction of a Director shall, call a meeting of the Directors by at least two (2) days' notice in writing to every Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis.*

28.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

28.7 The Directors may appoint a chairman of their board and determine the period for which he, she or it is to hold office; but if no such chairman is appointed, or if at any meeting the chairman is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.

28.8 All acts done by any meeting of the Directors or of a committee of the Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

29 Presumption of Assent

A Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the

minutes of the meeting or unless he or she shall file his or her written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

30 Directors' Interests

30.1 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his, her or its office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

30.2 A Director may act by himself or herself or by, through or on behalf of his, her or its firm in a professional capacity for the Company and he, she or it or his, her or its firm shall be entitled to remuneration for professional services as if he, she or it were not a Director.

30.3 A Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him or her as a director or officer of, or from his, her or its interest in, such other company.

30.4 No person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director holding office or of the fiduciary relationship thereby established. A Director shall be at liberty to vote in respect of any contract or transaction in which he, she or it is interested provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by him or her at or prior to its consideration and any vote thereon.

30.5 Any notice that a Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be deemed a general notice of such interest for the purposes of the Statute and be sufficient disclosure for the purposes of voting on a Resolution of Directors in respect of a contract or transaction in which he, she or it has an interest, and after such general notice it shall not be necessary to give a general or special notice relating to any particular transaction.

31 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors present at each meeting.

32 Delegation of Directors' Powers

32.1 Subject to the Statute, the Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also, subject to the Statute, delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him or her and the appointment of a managing director shall be revoked forthwith if he, she or it ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

32.2 Subject to the Statute, the Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

32.3 The Directors may adopt formal written charters for committees. Each of these committees shall be empowered to do all things necessary to exercise the rights of such committee set forth in the Articles and shall have such powers as the Directors may delegate pursuant to the Articles and as required by the rules and regulations of any Recognised Exchange, the Securities and Exchange Commission and/or any other competent regulatory authority or otherwise under applicable law.

32.4 Each of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee, if established, shall consist of such number of Directors as the Directors shall from time to time determine (or such minimum number as may be required from time to time by the rules and regulations of the Recognised Exchange (after giving effect to any applicable exemptions and phase-in of the accommodations).

32.5 For so long as any class of Shares is listed on a Recognised Exchange, the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee shall be made up of such number of Independent Directors as is required from time to time by the rules and regulations of the Recognised Exchange (after giving effect to any applicable exemptions and phase-in of the accommodations).

32.6 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

32.7 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him or her.

32.8 The Directors may appoint such officers of the Company (including any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his, her or its appointment an officer of the Company may be removed by Resolution of Directors or Resolution of Members. An officer of the Company may vacate his, her or its office at any time if he, she or it gives notice in writing to the Company that he, she or it resigns his, her or its office.

33 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

34 Remuneration of Directors

34.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly

incurred or sustained by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

34.2 The Directors may by Resolution of Directors approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his, her or its ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his, her or its remuneration as a Director.

35 Seal

35.1 The Company shall have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.

35.2 The Company may have for use in any place or places outside the British Virgin Islands a duplicate Seal or Seals each of which shall be a facsimile of the Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

35.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his, her or its signature alone to any document of the Company required to be authenticated by him or her under seal or to be filed wheresoever.

36 Dividends, Distributions and Reserve

36.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve by Resolution of Directors to pay Distributions on Shares in issue and authorise payment of the Distributions out of the funds of the Company lawfully available therefor. A dividend shall be deemed to be an interim dividend unless the terms of the Resolution of Directors pursuant to which the Directors resolve to pay such dividend specifically state that such dividend shall be a final dividend. No Distribution shall be authorised if such Distribution would cause the Company or its Directors to be in breach of the Statute.

36.2 The Directors may deduct from any Distribution payable to any Member all sums of money (if any) payable by him or her to the Company on account of calls or otherwise.

36.3 The Directors may resolve by Resolution of Directors that any Distribution or redemption be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

36.4 Except as otherwise provided by the rights attached to any Shares, Distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

36.5 The Directors may, before resolving to pay any Distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

36.6 Any Distribution, redemption payment, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the

registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, other Distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.

36.7 No Distribution or redemption payment shall bear interest against the Company.

36.8 Any Distribution or redemption payment which cannot be paid to a Member and/or which remains unclaimed after six (6) months from the date on which such Distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend or other Distribution shall remain as a debt due to the Member. Any Distribution or redemption payment which remains unclaimed after a period of six (6) years from the date on which such Distribution or redemption payment becomes payable shall be forfeited and shall revert to the Company.

37 Books of Account

37.1 The Directors shall cause proper books of account (including, where applicable, underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company, in accordance with the Statute.

37.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

37.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

38 Audit

38.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.

38.2 If the Shares (or depositary receipts therefor) are listed or quoted on the Recognised Exchange, the Company shall conduct an appropriate review of all related party transactions as required by the rules and regulations of any Recognised Exchange, the Securities and Exchange Commission and/or any other competent regulatory authority or otherwise under applicable law and shall utilise the Audit Committee for the review, approval and ratification, as the case may be, of potential conflicts of interest.

38.3 The remuneration of the Auditor shall be fixed by the Audit Committee (if one exists).

38.4 If the office of Auditor becomes vacant by resignation or death of the Auditor, or by his, her or its becoming incapable of acting by reason of illness or other disability at a time when his, her or its services are required, the Directors shall fill the vacancy and determine the remuneration of such Auditor.

38.5 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

39 Notices

39.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, fax or email to him or her or to his, her or its address as shown in the Register of Members (or where the notice is given by email by sending it to the email address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail. Notice may also be served by Electronic Communication in accordance with the rules of any Recognised Exchange or submitted to the SEC through its Electronic Data Gathering, Analysis and Retrieval system or by placing such notice on the Company's website.

39.2 Where a notice is sent by:

(a) courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third (3rd) day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier;

(b) post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth (5th) day (not including Saturdays or Sundays or public holidays in the British Virgin Islands) following the day on which the notice was posted;

(c) cable, fax or other similar electronic means service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted;

(d) email service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient;

(e) submission to the SEC through its Electronic Data Gathering, Analysis and Retrieval system; service of the notice shall be deemed to have been effected one hour after the notice or document was submitted;

(f) placing it on the Company's website; service of the notice shall be deemed to have been effected one hour after the notice or document was placed on the Company's website.

39.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

39.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his, her or its being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his, her or its death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

40 Winding Up

40.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, each Share will rank pari passu with each other Share in relation to the distribution of surplus assets on a winding up.

40.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and subject to contrary direction by Resolution of Members, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, subject to contrary direction by Resolution of Members, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, subject to contrary direction by Resolution of Members, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

41 Indemnity and Insurance

41.1 Subject to the Statute, every Director and officer of the Company (which for the avoidance of doubt, shall not include Auditors), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company to the fullest extent permissible under the Statue and the laws of the British Virgin Islands against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

41.2 Subject to the Statute, the Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

41.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

42 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

43 Transfer by Way of Continuation

The Company shall, subject to the provisions of the Statute, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the British Virgin Islands and to be deregistered in the British Virgin Islands.

44 Mergers and Consolidations

The Company shall, subject to the provisions of the Statute, have the power to merge or consolidate with one or more constituent companies (as defined in the Statute), upon such terms as the Directors may determine.

45 Corporate Opportunity

The Directors of the Company who are not employees of the Company (each a "**Specified Party**") have participated (directly or indirectly) in and may, and shall have no duty not to, continue to (A) participate (directly or indirectly) in venture capital and other direct investments in corporations, joint ventures, limited liability companies and other entities conducting business of any kind, nature or description ("**Other Investments**") and (B) have interests in, participate with and aid, and maintain seats on the boards of directors or similar governing bodies of, Other Investments, in each case that may, are or will be competitive with the business of the Company and its subsidiaries or in the same or similar lines of business as the Company and its subsidiaries, or that could be suitable for the Company or its subsidiaries. To the fullest extent permitted by applicable law, the Company, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Company and its subsidiaries in, or in being offered an opportunity to participate in, any such Other Investment or any business opportunities for such Other Investments that are from time to time presented to any Specified Party or are business opportunities in which a Specified Party participates or desires to participate, even if the Other Investment or business opportunity is one that the Company or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and each such Specified Party shall have no duty to communicate or offer any such Other Investment or business opportunity to the Company and, to the fullest extent permitted by applicable law, shall not be liable to the Company or any of its subsidiaries or any Member, including for breach of any fiduciary or other duty, by reason of the fact that such Specified Party (i) participates in any such Other Investment or pursues or acquires any such business opportunity, (ii) directs any such business opportunity to another person or (iii) fails to present any such Other Investment or business opportunity, or information regarding any such Other Investment or business opportunity, to the Company or its subsidiaries, unless such business opportunity is expressly offered to such Specified Party in writing solely in his or her capacity as a director of the Company.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses

Authorised Signatory

Maples Corporate Services (BVI) Limited

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Exhibit E

DATED 2021

(1) PIVOTAL MERGER SUB COMPANY I
(2) QUEEN'S GAMBIT GROWTH CAPITAL

PLAN OF MERGER

WALKERS

190 Elgin Avenue, George Town
Grand Cayman KY1-9001, Cayman Islands
T +1 345 949 0100 F +1 345 949 7886 www.walkersglobal.com

REF: JS/FN/171772

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THIS PLAN OF MERGER is made on 2021

BETWEEN

(1) **Pivotal Merger Sub Company I**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands (the "**Surviving Company**"); and

(2) **Queen's Gambit Growth Capital**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the offices of Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the "**Merging Company**" and together with the Surviving Company, the "**Companies**").

WHEREAS

(A) The directors of the Merging Company and the directors of the Surviving Company deem it desirable and in the commercial interests of the Merging Company and the Surviving Company, respectively, that the Merging Company be merged with and into the Surviving Company and that the undertaking, property and liabilities of the Merging Company vest in the Surviving Company.

(B) The respective boards of directors of the Surviving Company and the Merging Company have approved the merger of the Companies, with the Surviving Company continuing as the surviving company (the "**Merger**"), upon the terms and subject to the conditions of the Business Combination Agreement dated July 28, 2021 by and among Swvl Inc., Pivotal Holdings Corp, Pivotal Merger Sub Company II Limited, the Surviving Company and the Merging Company (the "**Business Combination Agreement**") and this Plan of Merger and pursuant to provisions of Part XVI of the Companies Law (as amended) (the "**Companies Law**").

(C) This Plan of Merger has been approved by the board of directors of each of the Surviving Company and the Merging Company pursuant to section 233(3) of the Statute.

(D) This Plan of Merger has been authorised by the sole shareholder of the Surviving Company pursuant to section 233(6) of the Companies Law. This Plan of Merger has been authorised by the shareholders of the Merging Company pursuant to section 233(6) of the Statute by way of resolutions passed at an extraordinary general meeting of the Merging Company.

(E) Each of the Surviving Company and the Merging Company wishes to enter into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Law.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms not otherwise defined in this Plan of Merger shall have the meanings given to them in the Business Combination Agreement, a copy of which is annexed at Annexure 1 hereto.

2. PLAN OF MERGER

2.1 **Company Details:**

(a) The constituent companies (as defined in the Companies Law) to this Plan of Merger are the Surviving Company and the Merging Company.

(b) The surviving company (as defined in the Companies Law) is the Surviving Company.

(c) The registered office of the Surviving Company is Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands. The registered office of the Merging Company is Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(d) Immediately prior to the Effective Date, the authorised share capital of the Surviving Company is US$50,000 divided into 50,000 Ordinary shares of nominal or par value of US$1.00 each.

(e) Immediately prior to the Effective Date, the authorised share capital of the Merging Company is US$55,500 divided into 500,000,000 Class A ordinary shares of a nominal or par value of US$0.0001, 50,000,000 Class B ordinary shares of a nominal or par value of US$0.0001 and 5,000,000 preferred shares of a nominal or par value of US$0.0001 each.

2.2 **Effective Date**

In accordance with section 233(13) of the Companies Law, the Merger shall be effective on the date that this Plan of Merger is registered by the Registrar (the "**Effective Date**").

2.3 **Terms and Conditions; Share Rights**

(a) The terms and conditions of the Merger, including the manner and basis of converting shares in each constituent company into shares in the Surviving Company or into other property, are set out in the Business Combination Agreement.

(b) The rights and restrictions attaching to the shares in the Surviving Company are set out in the memorandum and articles of association of the Surviving Company.

(c) The memorandum and articles of association of the Surviving Company immediately prior to the Merger shall continue to be the memorandum and articles of association of the Surviving Company after the Merger.

2.4 **Directors' Interests in the Merger**

(a) The name and address of the sole director of the surviving company (as defined in the Companies Law) is Victoria Grace c/o 8 Sunset Lane, East Hampton, NY 11937, USA.

(b) No director of either of the Companies will be paid any amounts or receive any benefits consequent upon the Merger.

2.5 **Secured Creditors**

(a) The Surviving Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

(b) The Merging Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

3. VARIATION

3.1 At any time prior to the Effective Date, this Plan of Merger may be amended by the Boards of Directors of both the Surviving Company and the Merging Company to:

(a) change the Effective Date provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar; and

(b) effect any other changes to this Plan of Merger as the Business Combination Agreement or this Plan of Merger may expressly authorise the Boards of Directors of both the Surviving Company and the

Merging Company to effect in their discretion, or the Board of Directors deem advisable, provided that such changes do not materially adversely affect any rights of the shareholders of the Surviving Company or the Merging Company, as determined by the directors of both the Surviving Company and the Merging Company, respectively

4. TERMINATION

4.1 At any time prior to the Effective Date, this Plan of Merger may be terminated by the Board of Directors of either the Surviving Company and the Merging Company in accordance with the terms of the Business Combination Agreement.

5. COUNTERPARTS

5.1 This Plan of Merger may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Plan of Merger by executing any such counterpart.

6. GOVERNING LAW

6.1 This Plan of Merger and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands.

IN WITNESS whereof this Plan of Merger has been entered into by the parties on the day and year first above written.

SIGNED for and on behalf of Queen's Gambit Growth Capital:)
)
)
)
)
)
)

Duly Authorised Signatory

Name: _____

Title: _____

SIGNED for and on behalf of Pivotal Merger Sub Company I:)
)
)
)
)
)
)

Duly Authorised Signatory

Name: _____

Title: _____

Exhibit F

ARTICLES OF MERGER

IN ACCORDANCE WITH PART IX OF THE BVI BUSINESS COMPANIES ACT, 2004 (AS AMENDED) (THE "ACT")

These Articles of Merger are entered into on 2021 by and between:

(1) **Swvl Inc.** (the "**Surviving Company**") a BVI business company incorporated under the Act on 19 May 2017 with company number 1945550 and whose registered office is located at Kingston Chambers, P.O. Box 173, Road Town, Tortola, British Virgin Islands; and

(2) **Pivotal Merger Sub Company II Limited** (the "**Merging Company**" and together with the Surviving Company, the "**Constituent Companies**") a BVI business company incorporated under the Act on 15 July 2021 with company number 2069567 and whose registered office is located at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands,

pursuant to the terms of a business combination agreement dated July 28, 2021 between (i) the Merging Company; (ii) the Surviving Company; (iii) Queen's Gambit Growth Capital; (iv) Pivotal Holdings Corp and (v) Pivotal Merger Sub Company I.

WHEREAS the directors of each of the Constituent Companies have determined that it is desirable and in the best interests of the relevant Constituent Company that pursuant to the provisions of section 170 of the Act, the Surviving Company be merged with the Merging Company, with the Surviving Company being the surviving company (the "**Merger**").

WITNESSETH as follows:

1. The parties hereto do hereby adopt the Plan of Merger, a copy of which is annexed hereto as Annex 1, to the intent that the Merger shall be effective on the date that these Articles of Merger are registered by the Registrar of Corporate Affairs in the British Virgin Islands (the "**Effective Time**").

2. The memorandum and articles of association of the Merging Company were first registered by the Registrar of Corporate Affairs in the British Virgin Islands on 15 July 2021.

3. The memorandum and articles of association of the Surviving Company were first registered by the Registrar of Corporate Affairs in the British Virgin Islands on 19 May 2017 and amended and restated memorandum and articles of association of the Surviving Company were registered by the Registrar of Corporate Affairs in the British Virgin Islands on 27 November 2017, 25 April 2018, 12 February 2019, 24 June 2019, 13 November 2019 and 3 March 2020.

4. The Merger and Plan of Merger were approved by the sole director of the Merging Company on July 28, 2021 and by the sole member of the Merging Company on July 28, 2021.

5. The Merger and Plan of Merger were approved by the directors of the Surviving Company on July 28, 2021. The Merger and Plan of Merger (including the adoption of the amended and restated memorandum and articles of association of the Surviving Company as referred to in paragraph 8 below) were approved by the members of the Surviving Company on July 28, 2021.

6. The holders of:

   (a) the issued convertible class A shares of no par value in the Surviving Company ("**Company Class A Shares**"), convertible class B shares of no par value in the Surviving Company ("**Company Class B Shares**"), convertible class C Shares of no par value in the Surviving Company ("**Company Class C Shares**"), convertible class D Shares of no par value in the Surviving Company ("**Company Class D Shares**") and convertible class D-1 Shares of no par value in the Surviving Company ("**Company Class D-1 Shares**") (together, such shares, the "**Company Preferred Shares**") acting together as if a single class;

(b) the issued Company Class A Shares as a separate class;

(c) the issued Company Class B Shares as a separate class;

(d) the issued Company Class C Shares as a separate class;

(e) the issued Company Class D Shares as a separate class;

(f) the issued Company Class D-1 Shares as a separate class;

(g) the issued ordinary common shares A of no par value in the Surviving Company ("**Company Common Shares A**") as a separate class; and

(h) the issued ordinary common shares B of no par value in the Surviving Company ("**Company Common Shares B**") as a separate class,

in each case consented to the Merger and Plan of Merger (including the adoption of the amended and restated memorandum and articles of association of the Surviving Company as referred to in paragraph 8 below) on July 28, 2021.

7. The name of the Surviving Company upon the consummation and effectiveness of the Merger shall remain unchanged.

8. The memorandum and articles of association of the Surviving Company shall be amended and restated in the form attached as Schedule 1 to the Plan of Merger as approved by the resolutions as set out above.

9. The Surviving Company and the Merging Company have complied with all the applicable provisions of the laws of the British Virgin Islands to enable them to merge at the Effective Time.

10. These Articles of Merger shall be governed by and construed in accordance with the laws of the British Virgin Islands.

11. These Articles of Merger may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused these Articles of Merger to be executed on the date first set out in these Articles of Merger.

[*Signature page follows*]

SIGNED for and on behalf of **Swvl Inc.** by:

_____
Duly Authorised Signatory

Name: _____

Title: _____

SIGNED for and on behalf of **Pivotal Merger Sub Company II Limited** by:

_____
Duly Authorised Signatory

Name: _____

Title: _____

ANNEX 1

Plan of Merger

PLAN OF MERGER

IN ACCORDANCE WITH PART IX OF THE BVI BUSINESS COMPANIES ACT, 2004 (AS AMENDED) (THE "ACT")

This Plan of Merger is entered into on 2021 by and between

(3) **Swvl Inc.** (the "**Surviving Company**"), a BVI business company incorporated under the Act on 19 May 2017 with company number 1945550 and whose registered office is located at Kingston Chambers, P.O. Box 173, Road Town, Tortola, British Virgin Islands; and

(4) **Pivotal Merger Sub Company II Limited** (the "**Merging Company**" and together with the Surviving Company the "**Constituent Companies**") a BVI business company incorporated under the Act on 15 July 2021 with company number 2069567 and whose registered office is located at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands,

pursuant to the terms of a business combination agreement dated July 28, 2021 between (i) the Merging Company; (ii) the Surviving Company; (iii) Queen's Gambit Growth Capital; (iv) Pivotal Holdings Corp ("**Holdings**") and (v) Pivotal Merger Sub Company I (the "**BCA**").

WHEREAS the directors of each of the Constituent Companies have determined that it is desirable and in the best interests of the relevant Constituent Company that pursuant to the provisions of section 170 of the Act, the Surviving Company be merged with the Merging Company, with the Surviving Company being the surviving company (the "**Merger**").

WITNESSETH as follows:

1. The constituent companies to this Plan of Merger are the Surviving Company and the Merging Company.

2. The surviving company to this Plan of Merger is the Surviving Company.

3. The Surviving Company has the following shares in issue:

   (a) 12,666 ordinary common shares A of no par value ("**Company Common Shares A**"), all of which are entitled to vote on the Merger;

   (b) 552 non-voting ordinary common shares B ("**Company Common Shares B**") of no par value, none of which are entitled to vote on the Merger but all of which are entitled to exercise the consent and approval rights described in paragraph 4(h) below;

   (c) 7,756 convertible class B shares of no par value ("**Company Class B Preferred Shares**"), all of which are entitled to vote on the Merger;

   (d) 5,555 convertible class A shares of no par value ("**Company Class A Preferred Shares**"), all of which are entitled to vote on the Merger;

   (e) 8,186 convertible class C Shares of no par value ("**Company Class C Preferred Shares**"), all of which are entitled to vote on the Merger;

   (f) 14,799 convertible class D shares of no par value ("**Company Class D Preferred Shares** "), all of which are entitled to vote on the Merger; and

   (g) 6,970 class D-1 shares of no par value ("**Company Class D-1 Preferred Shares**"), all of which are entitled to vote on the Merger,

   (the Company Class A Preferred Shares, the Company Class B Preferred Shares, the Company Class C Preferred Shares, the Company Class D Preferred Shares and the Company Class D-1 Preferred Shares being together referred to as the "**Company Preferred Shares**" and the Company Preferred Shares together with the Company Common Shares A and the Company Common Shares B being together referred to as the "**Company Shares**").

4. With respect to any class or classes of shares of the Surviving Company entitled to vote as a class, the Merger requires:

   (a) the consent in writing of the holders of not less than three-fourths of the issued Company Preferred Shares or the approval of not less than three-fourths of the holders of Company Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Preferred Shares, the holders of Company Preferred Shares being treated as a single class of shares of the Surviving Company for these purposes;

   (b) the consent in writing of the holders of not less than three-fourths of the issued Company Class D-1 Preferred Shares or the approval of not less than three-fourths of the holders of Company Class D-1 Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class D-1 Preferred Shares;

   (c) the consent in writing of the holders of not less than three-fourths of the issued Company Class D Preferred Shares or the approval of not less than three-fourths of the holders of Company Class D Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class D Preferred Shares;

   (d) the consent in writing of the holders of not less than three-fourths of the issued Company Class C Preferred Shares or the approval of not less than three-fourths of the holders of Company Class C Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class C Preferred Shares;

   (e) the consent in writing of the holders of not less than three-fourths of the issued Company Class B Preferred Shares or the approval of not less than three-fourths of the holders of Company Class B Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class B Preferred Shares;

   (f) the consent in writing of the holders of not less than two-thirds of the issued Company Class A Preferred Shares or the approval of not less than two-thirds of the holders of Company Class A Preferred Shares present (or represented at) and voting at a duly constituted meeting of the holders of Company Class A Preferred Shares;

   (g) the consent in writing of the holders of not less than two-thirds of the issued Company Common Shares A or the approval of not less than two-thirds of the holders of Company Common Shares A present (or represented at) and voting at a duly constituted meeting of the holders of Company Common Shares A; and

   (h) the consent in writing of the holders of not less than two-thirds of the issued Company Common Shares B or the approval of not less than two-thirds of the holders of Company Common Shares B present (or represented at) and voting at a duly constituted meeting of the holders of Company Common Shares B.

5. The Merging Company has 50,000 ordinary shares of US$1.00 par value in issue which are entitled to vote on the Merger (each such ordinary share, a "**Merging Company Common Share**").

6. The terms and conditions of the Merger, including the manner and basis of cancelling, reclassifying or converting shares in the Merging Company into shares, debt obligations or other securities in the Surviving Company, or money or other assets, or a combination thereof are set out below and in further detail in the BCA. At the Effective Time (defined below):

   (a) each Merging Company Common Share issued and outstanding immediately prior to the Effective Time shall be automatically cancelled, extinguished and converted into one share of no par value in the Surviving Company in accordance with the BCA and this Plan of Merger;

   (b) all shares of the Surviving Company held as treasury shares immediately prior to the Effective Time ("**Excluded Company Shares**") shall be automatically cancelled and extinguished, and no consideration shall be delivered or deliverable in exchange therefor;

   (c) each share issued and outstanding in the Surviving Company immediately prior to the Effective Time (excluding any Excluded Company Shares) shall be automatically cancelled, extinguished and converted into the right to receive:

(i) a number of Class A ordinary shares of US$0.0001 par value each in Holdings ("**Holdings Common Shares A**") equal to the Exchange Ratio (as defined in the BCA); and

(ii) upon a Triggering Event (as defined in the BCA) (or the date on which a Change of Control (as defined in the BCA) occurs as described in sections 3.04(c)(ii)-3.04(c)(iv) of the BCA), the applicable Per Share Earnout Consideration (as defined in the BCA) (with any fractional share to which any holder of Company Shares would otherwise be entitled rounded down to the nearest whole share) in accordance with section 3.04 of the BCA, in each case without interest.

7. The Merger shall, pursuant to section 173 of the Act, be effective on date that the articles of merger are registered by the Registrar of Corporate Affairs (the "**Effective Time**").

8. As soon as the Merger becomes effective:

(a) the separate corporate existence of the Merging Company ceases;

(b) the Surviving Company has all the rights, privileges, immunities, powers, objects and purposes of each of the Constituent Companies;

(c) assets of every description, including choses in action, and the business of each of the Constituent Companies vest in the Surviving Company; and

(d) the Surviving Company is liable for all claims, debts, liabilities and obligations of each of the Constituent Companies.

9. This Plan of Merger shall be submitted to the members of both the Surviving Company and Merging Company for their approval by a resolution of members. This Plan of Merger shall also be submitted to those members of the Surviving Company holding Company Preferred Shares for their approval by a resolution of the holders of Company Preferred Shares or pursuant to a written consent of the holders of Company Preferred Shares.

10. The memorandum and articles of association of the Surviving Company shall at the Effective Time be amended and restated in the form attached hereto as Schedule 1.

11. This Plan of Merger shall be governed by and construed in accordance with the laws of the British Virgin Islands.

12. This Plan of Merger may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.

[*Signature page follows*]

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IN WITNESS WHEREOF the parties hereto have caused this Plan of Merger to be executed on the date first set out in this Plan of Merger.

SIGNED for and on behalf of **Swvl Inc.** by:	)	_____
	)	Duly Authorised Signatory
	)	
	)	Name: _____
	)	
	)	Title: _____
	)	
SIGNED for and on behalf of **Pivotal Merger Sub Company II Limited** by:	)	
	)	_____
	)	Duly Authorised Signatory
	)	
	)	Name: _____
	)	
	)	Title: _____
	)	

Schedule 1

Amended and Restated Memorandum and Articles of Association of the Surviving Company

ANNEXURE 1

BUSINESS COMBINATION AGREEMENT

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Exhibit G

BVI Co. No.: 1945550

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

Swvl Inc.

Incorporated on the 19th day of May 2017

Amended and Restated on the 27th day of November 2017

Amended and Restated on the 25th day of April 2018

Amended and Restated on the 12th day of February 2019

Amended and Restated on the 24th day of June 2019

Amended and Restated on the 13th day of November 2019

Amended and Restated on the 3rd day of March 2020

Amended and Restated on the [●] day of [●] 2021

Amended and Restated on the [●] day of [●] 2021

Maples Corporate Services (BVI) Limited

Kingston Chambers

PO Box 173

Road Town, Tortola

British Virgin Islands

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TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Swvl Inc.

1 NAME

The name of the Company is Swvl Inc.

2 COMPANY LIMITED BY SHARES

The Company is a company limited by shares. The liability of each Member is limited to the amount unpaid on such Member's shares.

3 REGISTERED OFFICE

The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by resolution of the Directors or Resolution of Members.

4 REGISTERED AGENT

The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by resolution of the Directors or Resolution of Members.

5 GENERAL OBJECTS AND POWERS

The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the British Virgin Islands.

6 NUMBER AND CLASSES OF SHARES

The Company is authorised to issue a maximum of 50,000 shares of one class of no par value.

7 RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHING TO SHARES

Each Share confers on the holder:

(a) the right to one vote on any Resolution of Members;

(b) the right to an equal share in any dividend paid by the Company in accordance with the Statute; and

(c) the right to an equal share in the distribution of the surplus assets of the Company.

8 REGISTERED SHARES ONLY

Shares may only be issued as registered shares and the Company is not authorised to issue bearer shares. Registered shares may not be exchanged for bearer shares or converted to bearer shares.

9 AMENDMENTS

Subject to the provisions of the Statute, the Company may from time to time amend the Memorandum of Association or the Articles of Association by Resolution of Members of resolution of the Directors.

10 DEFINITIONS

Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 19th day of May 2017.

Incorporator

Sgd. Denery Moses

Denery Moses

Authorised Signatory

Maples Corporate Services (BVI) Limited

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TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Swvl Inc.

1 Interpretation

1.1 In the Articles, unless there is something in the subject or context inconsistent therewith:

"**Alternate Director**"	means a person appointed as an alternate director in accordance with the Statute and the Articles.
"**Articles**"	means these articles of association of the Company.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"**Company**"	means the above named company.
"**Directors**"	means the directors for the time being of the Company.
"**Distribution**"	means any distribution (including an interim or final dividend).
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Act.
"**Electronic Transactions Act**"	means the Electronic Transactions Act, 2001 of the British Virgin Islands.
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.
"**Recognised Exchange**"	has the same meaning as in the Statute.
"**Register of Members**"	means the register of Members maintained in accordance with the Statute.
"**Registered Agent**"	means the registered agent for the time being of the Company.
"**Registered Office**"	means the registered office for the time being of the Company.
"**Resolution of Members**"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a written resolution signed by or on behalf of an absolute majority of the Members. In computing the majority when a poll is demanded, and in the case of a written resolution, regard shall be had to the number of votes to which each Member is entitled by the Articles.

"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**Share**"	means a share in the Company and includes a fraction of a share in the Company.
"**Statute**"	means the BVI Business Companies Act of the British Virgin Islands.
"**Treasury Share**"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(h) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(i) headings are inserted for reference only and shall be ignored in construing the Articles;

(j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(k) any requirements as to execution or signature under the Articles including the execution of the Memorandum and Articles themselves can be satisfied in the form of an electronic signature as provided for in the Electronic Transactions Act;

(l) section 8(2) of the Electronic Transactions Act shall not apply;

(m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect;

(n) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share;

(o) the term "simple majority" in relation to a Resolution of Members means a majority of those entitled to vote on the resolution and actually voting on the resolution (and absent Members, Members who are present but do not vote, blanks and abstentions are not counted); and

(p) the term "absolute majority" in relation to a Resolution of Members means a majority of all those entitled to vote on the resolution regardless of how many actually vote or abstain.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of any monies of the Company, all expenses incurred in the formation and establishment of the Company, including the expenses of incorporation.

3 Issue of Shares

Subject to the Statute and the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Distribution, voting, return of investment or otherwise and to such persons, at such times, for such consideration, and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. A bonus share issued by the Company shall be deemed to have been fully paid for on issue.

4 Register of Members

The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

5 Closing Register of Members, Fixing Record Date and Beneficial Ownership Reporting Requirements

5.1 For the purpose of determining Members entitled to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to vote at a meeting of Members or Members entitled to receive payment of a Distribution, the date on which notice of the meeting is sent or the date on which the resolution of the Directors resolving to pay such Distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

5.4 In order to enable the Company to comply with its obligations under the Beneficial Ownership Secure Search System Act, 2017 of the British Virgin Islands, as amended from time to time (the "**BOSS Act**"), every Member shall:

(a) as soon as practicable (and in any event within fifteen days) following a request in writing given by the Company (acting by any Director) to such Member (each, a "**Request for Information**"), provide to the Company all such information and copies of all such documents as set out in such Request for Information, relating to (i) the identification of any beneficial owner or registrable legal entity (as those terms are described in the BOSS Act), and (ii) the provision of particulars of any such beneficial owner or registrable legal entity which are required to be maintained under the BOSS Act, in each case which are within the knowledge, possession or control of the Member; and

(b) notify the Company from time to time of (i) any change of the beneficial owners or registrable legal entities of the Company, and (ii) any change of any information which has been provided by such Member to the Company pursuant to a Request for Information, in each case of which the Member is or becomes aware, immediately upon becoming aware of the same.

5.5 If any Member fails to comply fully with any Request for Information to the satisfaction of the Directors (a "**Non-Compliant Member**"), the Directors may give to the Non-Compliant Member not less than fourteen

clear days' notice (the "**Compliance Notice**") requiring the Non-Compliant Member to comply fully with the Request for Information. The Compliance Notice shall specify what information and documents are to be provided and shall state that if the notice is not complied with the Shares held by such Non-Compliant Member will be liable to be suspended in the manner and with the consequences set out in this Article. If the Compliance Notice is not complied with to their satisfaction, the Directors may declare that the rights attaching to the Shares held by the Non-Compliant Member (the "**Suspended Shares**") shall be suspended, and such suspension shall continue in force until the Directors have declared that such Non-Compliant Member has complied fully with the Compliance Notice (the "**Suspension Period**"). Notwithstanding any other provision of the Memorandum or the Articles, during the Suspension Period, unless otherwise determined by the Directors in their absolute discretion, the Suspended Shares shall not confer any rights on the Non-Compliant Member and:

(a) the Non-Compliant Member shall not be entitled to transfer any Suspended Shares to any person; the Directors shall refuse to register any such purported transfer of Suspended Shares; and any such purported transfer shall be void;

(b) the Non-Compliant Member shall not be entitled to exercise any right of redemption in respect of any Suspended Shares;

(c) the Suspended Shares shall not be voted at any general meeting of the Company, and shall not be counted in determining the total number of outstanding Shares for any purpose under the Articles, and the Non-Compliant Member shall not be required or entitled to sign any written resolutions of shareholders or members of the Company; and

(d) any amount payable (in cash or by distribution of assets) to the Non-Compliant Member (including, without limitation, any Distribution which is payable by the Company in respect of the Suspended Shares or any share in the distribution of the surplus assets of the Company) shall be withheld by the Company, and the Non-Compliant Member shall not be entitled to receive any such amount, unless and until the Suspension Period has terminated. No interest shall be payable by the Company in respect of any payment withheld pursuant to this Article.

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors or shall be given under Seal. The Directors may authorise certificates to be issued with the authorised signature(s) or Seal affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

7.1 Shares are transferable subject to the approval of the Directors by resolution who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if registration as a holder of the Shares imposes a liability to the Company on the transferee, signed by or on behalf of the transferee) and contain the name and address of the transferee. The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

7.3 Where Shares are listed on a Recognised Exchange, (a) Articles 7.1 and 7.2 shall not apply and (b) the Shares may be transferred without the need for a written instrument of transfer if the transfer is carried out in accordance with the law, rules, procedures and other requirements applicable to shares listed on the Recognised Exchange.

8 Redemption, Repurchase and Surrender of Shares

8.1 Subject to the provisions of the Statute (save that sections 60 and 61 of the Statute shall not apply to the Company), the terms attached to Shares, as specified in the Memorandum and the Articles, may provide for such Shares to be redeemed or to be liable to be redeemed at the option of the Member or the Company on such terms as so specified.

8.2 Subject to the provisions of the Statute (save that sections 60 and 61 of the Statute shall not apply to the Company), the Company may purchase or otherwise acquire its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.

8.3 The Company may make a payment in respect of the redemption, purchase or other acquisition of its own Shares in any manner permitted by the Statute.

8.4 The Directors may accept the surrender for no consideration of any fully paid Share including, for the avoidance of doubt, a Treasury Share. Any such surrender shall be in writing and signed by the Member holding the Share or Shares.

9 Treasury Shares

Subject to the Statute, the Directors may, prior to the purchase, redemption or surrender of any Share, resolve that such Share shall be held as a Treasury Share.

10 Variation of Rights of Shares

10.1 If at any time the authorised Shares are divided into different classes of Shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied without the consent of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the sanction of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

10.2 For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.

10.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

11 Commission on Sale of Shares

The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or, subject to the Statute, the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

12 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

13 Lien on Shares

13.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

13.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently due and payable, and is not paid within fourteen clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

13.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.

13.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

14 Call on Shares

14.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares, and each Member shall (subject to receiving at

least fourteen clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

14.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

14.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

14.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

14.5 An amount payable in respect of a Share on issue or allotment or at any fixed date shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

14.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

14.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

14.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a dividend or other Distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

15 Forfeiture of Shares

15.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

15.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

15.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

15.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited.

15.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of

transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

15.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time as if it had been payable by virtue of a call duly made and notified.

16 Transmission of Shares

16.1 If a Member dies the survivor or survivors (where he was a joint holder) or his legal personal representatives (where he was a sole holder), shall be the only persons recognised by the Company as having any title to his Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he was a joint or sole holder.

16.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him to the Company, either to become the holder of such Share or to have some person nominated by him registered as the holder of such Share. If he elects to have another person registered as the holder of such Share he shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution, as the case may be.

16.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Distributions and other advantages to which he would be entitled if he were the holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Distributions or other monies payable in respect of the Share until the requirements of the notice have been complied with.

17 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by resolution of the Directors or Resolution of Members change the location of its Registered Office and its Registered Agent, provided that the Company's Registered Office shall at all times be the office of the Registered Agent. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

18 General Meetings

18.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

18.2 The Company may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and, where called, shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint.

18.3 The Directors may call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

18.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than ten per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the issued Shares which as at that date carry the right to vote in respect of the matter for which the meeting is requested.

18.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

18.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said twenty-one day period.

18.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

19 Notice of General Meetings

19.1 At least seven clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all of the Members entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving that right.

19.2 Notwithstanding any other provision of the Articles, the accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice, or the accidental failure to refer in any notice or other document to a meeting as an "annual general meeting" or "extraordinary general meeting", as the case may be, shall not invalidate the proceedings of that general meeting.

20 Proceedings at General Meetings

20.1 No business shall be transacted at any general meeting unless a quorum is present. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.

20.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

20.3 A resolution in writing (in one or more counterparts) signed by or on behalf of Members representing an absolute majority of the votes of Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall, without the need for any advance notice, be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held. If any Resolution of Members in writing is passed otherwise than by the unanimous written consent of all Members, a copy of such resolution shall be sent to all Members by whom (or on whose behalf) the resolution has not been signed, but the accidental omission to send such a copy to, or the non receipt of a copy by, any person entitled to receive such copy shall not invalidate the resolution.

20.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

20.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

20.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.

20.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.8 When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

20.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving a right to attend and vote at the meeting demand a poll.

20.10 Unless a poll is duly demanded and the demand is not withdrawn a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

20.11 The demand for a poll may be withdrawn.

20.12 Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

20.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairman of the

general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

20.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote.

21 Votes of Members

21.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he is the holder.

21.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

21.3 A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

21.4 No person shall be entitled to vote at any general meeting unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then due and payable by him in respect of Shares have been paid.

21.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.

21.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

21.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he is appointed.

22 Proxies

22.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.

22.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be

deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.

22.3 The chairman may in any event at his discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.

22.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

22.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

23 Corporate Members

Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member.

24 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company (including Treasury Shares) shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

25 Directors

There shall be a board of Directors consisting of not less than one person (exclusive of Alternate Directors). The first Director(s) of the Company shall be appointed by the Registered Agent.

26 Powers and Duties of Directors

26.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Resolution of Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

26.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

26.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

26.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

26.5 A Director, in exercising his powers or performing his duties, shall act honestly and in good faith and in what the Director believes to be in the best interests of the Company.

26.6 Notwithstanding the foregoing Article:

(a) if the Company is a wholly-owned subsidiary, a Director may, when exercising powers or performing duties as a Director, act in a manner which he believes is in the best interests of the Company's parent even though it may not be in the best interests of the Company;

(b) if the Company is a subsidiary, but not a wholly-owned subsidiary, a Director may, when exercising powers or performing duties as a Director, with the prior agreement of all the Members, other than its parent, act in a manner which he believes is in the best interests of the Company's parent even though it may not be in the best interests of the Company; and

(c) if the Company is carrying out a joint venture between the Members, a Director may, when exercising powers or performing duties as a Director in connection with the carrying out of the joint venture, act in a manner which he believes is in the best interests of a Member or Members, even though it may not be in the best interests of the Company.

26.7 Section 175 of the Statute shall not apply to the Company.

27 Appointment and Removal of Directors

27.1 The Company may by Resolution of Members or resolution of the Directors appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by the Articles as the maximum number of Directors.

27.2 The Company may by Resolution of Members or resolution of the Directors remove any Director with or without cause.

27.3 Sections 114(2) and 114(3) of the Statute shall not apply to the Company.

28 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that he resigns the office of Director; or

(b) the Director absents himself (for the avoidance of doubt, without being represented by proxy or an Alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a resolution that he has by reason of such absence vacated office; or

(c) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(d) the Director is found to be or becomes of unsound mind; or

(e) all of the other Directors (being not less than two in number) determine that he should be removed as a Director, either by a resolution passed by all of the other Directors at a meeting of the Directors duly

convened and held in accordance with the Articles or by a resolution in writing signed by all of the other Directors; or

(f) the Director becomes disqualified to act as a Director under section 111 of the Statute.

29 Proceedings of Directors

29.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an Alternate Director shall, if his appointor is not present, be counted in the quorum. A Director who also acts as an Alternate Director shall, if his appointor is not present, count twice towards the quorum.

29.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an Alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

29.3 A person may participate in a meeting of the Directors or a meeting of any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

29.4 A resolution in writing (in one or more counterparts) signed by a majority of the Directors or a majority of the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution (an Alternate Director being entitled to sign such a resolution on behalf of his appointor and if such Alternate Director is also a Director, being entitled to sign such resolution both on behalf of his appointer and in his capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

29.5 A Director or Alternate Director may, or other officer of the Company on the direction of a Director or Alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and Alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis.*

29.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

29.7 The Directors may elect a chairman of their board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.

29.8 All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an Alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or Alternate Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or Alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

30 Presumption of Assent

A Director or Alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or Alternate Director who voted in favour of such action.

31 Directors' Interests

31.1 A Director or Alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

31.2 A Director or Alternate Director may act by himself or by, through or on behalf of his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or Alternate Director.

31.3 A Director or Alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or Alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

31.4 No person shall be disqualified from the office of Director or Alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or Alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or Alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or Alternate Director holding office or of the fiduciary relationship thereby established. A Director (or his Alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or Alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

31.5 Any notice that a Director or Alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be deemed a general notice of such interest for the purposes of the Statute and be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give a general or special notice relating to any particular transaction.

32 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or Alternate Directors present at each meeting.

33 Delegation of Directors' Powers

33.1 Subject to the Statute, the Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also, subject to

the Statute, delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him provided that an Alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.2 Subject to the Statute, the Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.3 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

33.4 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

33.5 The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer of the Company may be removed by resolution of the Directors or Resolution of Members. An officer of the Company may vacate his office at any time if he gives notice in writing to the Company that he resigns his office.

34 Alternate Directors

34.1 Any Director (but not an Alternate Director) may appoint any other Director, or any other person willing to act, to be his Alternate Director.

34.2 An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director.

34.3 Any appointment or removal of an Alternate Director shall be undertaken in accordance with the Statute.

34.4 An Alternate Director shall have the rights and shall be subject to the liabilities described in the Statute in relation to his acts or omissions while appointed as an Alternate Director.

35 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

36 Remuneration of Directors

36.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

36.2 The Directors may by resolution approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

37 Seal

37.1 The Company shall have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.

37.2 The Company may have for use in any place or places outside the British Virgin Islands a duplicate Seal or Seals each of which shall be a facsimile of the Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

37.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed wheresoever.

38 Dividends, Distributions and Reserve

38.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve to pay Distributions on Shares in issue and authorise payment of the Distributions out of the funds of the Company lawfully available therefor. A dividend shall be deemed to be an interim dividend unless the terms of the resolution pursuant to which the Directors resolve to pay such dividend specifically state that such dividend shall be a final dividend. No Distribution shall be authorised if such Distribution would cause the Company or its Directors to be in breach of the Statute.

38.2 The Directors may deduct from any Distribution payable to any Member all sums of money (if any) payable by him to the Company on account of calls or otherwise.

38.3 The Directors may resolve that any Distribution or redemption be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

38.4 Except as otherwise provided by the rights attached to any Shares, Distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

38.5 The Directors may, before resolving to pay any Distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

38.6 Any Distribution, redemption payment, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, other Distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.

38.7 No Distribution or redemption payment shall bear interest against the Company.

38.8 Any Distribution or redemption payment which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend or other Distribution shall remain as a debt due to the Member. Any Distribution or redemption payment which remains unclaimed after a period of six years from the date on which such Distribution or redemption payment becomes payable shall be forfeited and shall revert to the Company.

39 Books of Account

39.1 The Directors shall cause proper books of account (including, where applicable, underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company, in accordance with the Statute.

39.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

39.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

40 Audit

40.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.

40.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

40.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at any time during their term of office, upon request of the Directors or any general meeting of the Members.

41 Notices

41.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, fax or email to him or to his address as shown in the Register of Members (or where the notice is given by email by sending it to the email address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.

41.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including

Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the British Virgin Islands) following the day on which the notice was posted. Where a notice is sent by cable or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by email service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient.

41.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

41.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the date such notice is given except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

42 Winding Up

42.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, each Share will rank pari passu with each other Share in relation to the distribution of surplus assets on a winding up.

42.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and subject to contrary direction by Resolution of Members, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, subject to contrary direction by Resolution of Members, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, subject to contrary direction by Resolution of Members, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

43 Indemnity and Insurance

43.1 Subject to the Statute, every Director and officer of the Company (which for the avoidance of doubt, shall not include Auditors), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or

wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

43.2 Subject to the Statute, the Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

43.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

44 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

45 Transfer by Way of Continuation

The Company shall, subject to the provisions of the Statute, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the British Virgin Islands and to be deregistered in the British Virgin Islands.

46 Mergers and Consolidations

The Company shall, subject to the provisions of the Statute, have the power to merge or consolidate with one or more constituent companies (as defined in the Statute), upon such terms as the Directors may determine.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 19th day of May 2017.

Incorporator

Sgd. Denery Moses

Denery Moses

Authorised Signatory

Maples Corporate Services (BVI) Limited

ANNEX B

DATED 2021

(1) PIVOTAL MERGER SUB COMPANY I
(2) QUEEN'S GAMBIT GROWTH CAPITAL

PLAN OF MERGER

190 Elgin Avenue, George Town
Grand Cayman KY1-9001, Cayman Islands
T +1 345 949 0100 F +1 345 949 7886 www.walkersglobal.com

REF: JS/FN/171772

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THIS PLAN OF MERGER is made on 2021

BETWEEN

(1) **Pivotal Merger Sub Company I**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands (the "**Surviving Company**"); and

(2) **Queen's Gambit Growth Capital**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the offices of Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the "**Merging Company**" and together with the Surviving Company, the "**Companies**").

WHEREAS

(A) The directors of the Merging Company and the directors of the Surviving Company deem it desirable and in the commercial interests of the Merging Company and the Surviving Company, respectively, that the Merging Company be merged with and into the Surviving Company and that the undertaking, property and liabilities of the Merging Company vest in the Surviving Company.

(B) The respective boards of directors of the Surviving Company and the Merging Company have approved the merger of the Companies, with the Surviving Company continuing as the surviving company (the "**Merger**"), upon the terms and subject to the conditions of the Business Combination Agreement dated July 28, 2021 by and among Swvl Inc., Pivotal Holdings Corp, Pivotal Merger Sub Company II Limited, the Surviving Company and the Merging Company (the "**Business Combination Agreement**") and this Plan of Merger and pursuant to provisions of Part XVI of the Companies Law (as amended) (the "**Companies Law**").

(C) This Plan of Merger has been approved by the board of directors of each of the Surviving Company and the Merging Company pursuant to section 233(3) of the Statute.

(D) This Plan of Merger has been authorised by the sole shareholder of the Surviving Company pursuant to section 233(6) of the Companies Law. This Plan of Merger has been authorised by the shareholders of the Merging Company pursuant to section 233(6) of the Statute by way of resolutions passed at an extraordinary general meeting of the Merging Company.

(E) Each of the Surviving Company and the Merging Company wishes to enter into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Law.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms not otherwise defined in this Plan of Merger shall have the meanings given to them in the Business Combination Agreement, a copy of which is annexed at Annexure 1 hereto.

2. PLAN OF MERGER

2.1 **Company Details:**

(a) The constituent companies (as defined in the Companies Law) to this Plan of Merger are the Surviving Company and the Merging Company.

(b) The surviving company (as defined in the Companies Law) is the Surviving Company.

(c) The registered office of the Surviving Company is Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands. The

registered office of the Merging Company is Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(d) Immediately prior to the Effective Date, the authorised share capital of the Surviving Company is US$50,000 divided into 50,000 Ordinary shares of nominal or par value of US$1.00 each.

(e) Immediately prior to the Effective Date, the authorised share capital of the Merging Company is US$55,500 divided into 500,000,000 Class A ordinary shares of a nominal or par value of US$0.0001, 50,000,000 Class B ordinary shares of a nominal or par value of US$0.0001 and 5,000,000 preferred shares of a nominal or par value of US$0.0001 each.

2.2 **Effective Date**

In accordance with section 233(13) of the Companies Law, the Merger shall be effective on the date that this Plan of Merger is registered by the Registrar (the "**Effective Date**").

2.3 **Terms and Conditions; Share Rights**

(a) The terms and conditions of the Merger, including the manner and basis of converting shares in each constituent company into shares in the Surviving Company or into other property, are set out in the Business Combination Agreement.

(b) The rights and restrictions attaching to the shares in the Surviving Company are set out in the memorandum and articles of association of the Surviving Company.

(c) The memorandum and articles of association of the Surviving Company immediately prior to the Merger shall continue to be the memorandum and articles of association of the Surviving Company after the Merger.

2.4 **Directors' Interests in the Merger**

(a) The name and address of the sole director of the surviving company (as defined in the Companies Law) is Victoria Grace c/o 8 Sunset Lane, East Hampton, NY 11937, USA.

(b) No director of either of the Companies will be paid any amounts or receive any benefits consequent upon the Merger.

2.5 **Secured Creditors**

(a) The Surviving Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

(b) The Merging Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

3. VARIATION

3.1 At any time prior to the Effective Date, this Plan of Merger may be amended by the Boards of Directors of both the Surviving Company and the Merging Company to:

(a) change the Effective Date provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar; and

(b) effect any other changes to this Plan of Merger as the Business Combination Agreement or this Plan of Merger may expressly authorise the Boards of Directors of both the Surviving Company and the Merging Company to effect in their discretion, or the Board of Directors deem advisable, provided that such changes do not materially adversely affect any rights of the shareholders of the Surviving Company or the Merging Company, as determined by the directors of both the Surviving Company and the Merging Company, respectively

4. TERMINATION

4.1 At any time prior to the Effective Date, this Plan of Merger may be terminated by the Board of Directors of either the Surviving Company and the Merging Company in accordance with the terms of the Business Combination Agreement.

5. COUNTERPARTS

5.1 This Plan of Merger may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Plan of Merger by executing any such counterpart.

6. GOVERNING LAW

6.1 This Plan of Merger and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands.

IN WITNESS whereof this Plan of Merger has been entered into by the parties on the day and year first above written.

SIGNED for and on behalf of Queen's Gambit Growth Capital:)
)
)
)
)
)
)

Duly Authorised Signatory

Name:

Title:

SIGNED for and on behalf of Pivotal Merger Sub Company I:)
)
)
)
)
)
)

Duly Authorised Signatory

Name:

Title:

ANNEXURE 1

BUSINESS COMBINATION AGREEMENT

ANNEX C

NO: 2070410

BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

FIRST INCORPORATED ON 23 JULY 2021

AMENDED AND RESTATED ON [DATE]

ANNEX C

TERRITORY OF THE BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

The following shall comprise the Memorandum of Association of **Pivotal Holdings Corp**.

NAME

1. The name of the Company is **Pivotal Holdings Corp** (the "**Company**").

CHANGE OF NAME

2. The Company may by Ordinary Resolution or by a resolution of the Directors resolve to change its name and make application to the Registrar in the approved form to give effect to such change of name in accordance with section 21 of the Companies Act.

TYPE OF COMPANY

3. The Company is a company limited by shares.

REGISTERED OFFICE AND REGISTERED AGENT

4. The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by Resolution of Directors or Resolution of Members.

5. The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by Resolution of Directors or Resolution of Members.

6. The Company may, by Ordinary Resolution or by a resolution of the Directors, change the location of its Registered Office or change its Registered Agent and any such changes shall take effect on the registration by the Registrar of a notice of change, filed by the existing Registered Agent or a legal practitioner in the British Virgin Islands acting on behalf of the Company.

LIMITATIONS ON BUSINESS OF COMPANY

7. The business and activities of the Company are limited to those businesses and activities which it is not prohibited from engaging in under any law for the time being in force in the British Virgin Islands.

8. Subject to the Companies Act, any other enactment and this Memorandum (including, without limitation, paragraph 7 immediately above of this Memorandum) and the Articles, the Company has:

   (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and

   (b) for the purposes of paragraph (a) immediately above, full rights, powers and privileges.

NUMBER, CLASSES AND PAR VALUE OF SHARES

9. The Company is authorised to issue a maximum of 555,000,000 shares, divided into three classes with a par value of US$0.0001 each, consisting of 500,000,000 Class A ordinary shares, 50,000,000 Class B ordinary shares and 5,000,000 preferred shares.

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS OF SHARES

10. Subject to paragraphs 11 to 14 (inclusive) of this Memorandum, all ordinary shares shall (in addition and subject to any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for elsewhere in this Memorandum or in the Articles):

    (a) have the right to one vote on any resolution of Shareholders;

    (b) have equal rights with regard to dividends; and

    (c) have equal rights with regard to distributions of the surplus assets of the Company.

11. Except as otherwise specified in the Articles or required by law or Designated Stock Exchange rule, the holders of the Class A Shares and the Class B Shares (on an as converted basis) shall vote as a single class.

12. Prior to an initial Business Combination or the completion of the SWVL Business Combination, and subject to the terms of any Preferred Shares, only holders of Class B Shares will have the right to vote on the election of Directors pursuant to Article 99 or the removal of the Directors pursuant to Article 118 (and such removal may only be for cause).

13. With respect to a vote to continue the Company in a jurisdiction outside the British Virgin Islands in accordance with Article 190, the holders of Class B ordinary shares shall have ten votes for every Class B ordinary share and holders of Class A ordinary shares will have one vote for every Class A ordinary share.

14. Class A Shares issued upon conversion in accordance with Article 14 will not have any redemption rights or be entitled to proceeds of liquidation from the Trust Fund if the Company does not consummate the Business Combination.

15. The Preferred Shares have such rights as specified by the board of Directors pursuant to the Resolution of Directors approving the issue of such Preferred Share(s), and in any such Resolution of Directors the board of Directors shall agree to amend and restate the Memorandum and Articles to fully set out such rights and instruct the registered agent of the Company to file the amended Memorandum and Articles with the Registrar. For the avoidance of doubt, the Directors shall not require any approval of the Members in respect of the issuance of preferred shares, the amendments to the terms of Preferred Shares and the related amendments to the Memorandum and Articles.

16. For the purposes of section 9 of the Companies Act:

    (a) any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for in the Articles are deemed to be set out and stated in full in this Memorandum; and

(b) with immediate effect upon the completion of the SWVL Business Combination:

(i) the memorandum of association contained in the memorandum and articles of association in the form set out in Schedule 1 hereto shall automatically be deemed to be set out and stated in full in this Memorandum in substitution for and to the exclusion of what is presently set out (or deemed to be set out and stated in full) in this Memorandum; and

(ii) the rights, privileges, restrictions and conditions attaching to any of the Shares as presently set out (or deemed to be set out and stated in full) in this Memorandum shall automatically cease to apply and the rights, privileges, restrictions and conditions attaching to any of the Shares shall be as provided for in the memorandum of association contained in the memorandum and articles of association in the form set out in Schedule 1 hereto.

FRACTIONAL SHARES

17. The Company may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

VARIATION OF CLASS RIGHTS AND PRIVILEGES

18. Whenever the Shares are divided into different Classes (and as otherwise determined by the Directors) the rights attached to any such Class may, subject to any rights or restrictions for the time being attached to any Class only be materially adversely varied or abrogated with the consent in writing of the holders of not less than two-thirds of the issued Shares of the relevant Class, or with the sanction of a resolution passed at a separate meeting of the holders of the Shares of such Class by a majority of two-thirds of the votes cast at such a meeting. To every such separate meeting all the provisions of this Memorandum and the Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons at least holding or representing by proxy one-third in nominal or par value amount of the issued Shares of the relevant Class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Shareholders who are present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that Class, every Shareholder of the Class shall on a poll have one vote for each Share of the Class held by him. For the purposes of this paragraph, the Directors may treat all the Classes or any two (2) or more Classes as forming one Class if they consider that all such Classes would be affected in the same way by the proposals under consideration**,** but in any other case shall treat them as separate Classes. The Directors may vary the rights attaching to any Class without the consent or approval of Shareholders provided that the rights will not, in the determination of the Directors, be materially adversely varied or abrogated by such action.

19. The rights conferred upon the holders of the Shares of any Class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that Class, be deemed to be materially adversely varied or abrogated by, *inter alia*, the creation, allotment or issue of further Shares, any variation of the rights conferred upon the holders of Shares of any other Class or the redemption or purchase of any Shares of any Class by the Company.

CHANGES TO SHARES

20. The Company may by Ordinary Resolution amend this Memorandum to increase or reduce the number of Shares the Company is authorised to issue.

21. The Company may by a Ordinary Resolution:

(a) divide the Shares, including issued Shares, of a Class or Series into a larger number of Shares of the same Class or Series; or

(b) combine the Shares, including issued Shares, of a Class or Series into a smaller number of Shares of the same Class or Series;

provided, however, that where Shares with a par value are divided or combined under paragraph 21 (a) or (b) above, the aggregate par value of the new Shares must be equal to the aggregate par value of the original Shares.

22. For the purposes of section 36(1)(f) of the Companies Act, Shares in the Company may, where issued in, or converted to, one Class or Series, be converted to another Class or Series in any manner specified in paragraph 22 (a), (b) or (c) below:

(a)

(i) the amendment and/or restatement of this Memorandum and the Articles by Ordinary Resolution to re-designate the Shares, including as regards their description and par value, and vary and/or abrogate any of the rights, privileges, restrictions and conditions attaching to the Shares;

(ii) the passing of any resolution or execution of any written consent of the holders of the relevant Shares and any other Class or Series of Shares, where required pursuant to this Memorandum and the Articles;

(iii) if required by the Directors, the delivery to the Company of the existing share certificates in respect of the Shares being re-designated; and

(iv) the amendment of the Register of Members as required to reflect the re-designation made pursuant to paragraph 22 (a)(i) above; or

(b)

(i) the repurchase and cancellation of existing Shares in consideration for the issue of new Shares of a different Class or Series;

(ii) the passing of any resolution or execution of any written consent of the holders of the relevant Shares and any other Class or Series of Shares, where required pursuant to this Memorandum and the Articles;

(iii) if required by the Directors, the delivery to the Company of the existing share certificates in respect of the Shares to be converted; and

(iv) the amendment of the Register of Members as required to reflect the cancellation and issue made pursuant to paragraph 22 (b)(i) above; or

(c) in any other manner permitted by the Companies Act, this Memorandum and the Articles.

NO BEARER SHARES

23. The Company is not authorised to issue bearer shares and all Shares shall be issued as registered shares.

NO EXCHANGE FOR BEARER SHARES

24. Shares may not be exchanged for, or converted into, bearer shares.

TRANSFERS OF SHARES

25. Subject to the provisions of this Memorandum and the Articles, Shares in the Company may be transferred.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

26. Subject to the Companies Act and the rights attaching to the various Classes, the Company may at any time and from time to time by Special Resolution alter or amend this Memorandum or the Articles in whole or in part.

27. Notwithstanding any other provision of this Memorandum or the Articles:

    (a) with immediate effect upon the completion of the SWVL Business Combination, the memorandum and articles of association in the form set out in Schedule 1 hereto shall automatically become the memorandum and articles of association of the Company in place of and in substitution for this Memorandum and the Articles; and

    (b) at any time following the completion of the SWVL Business Combination the directors of the Company may, by resolution of the Directors, amend and restate the memorandum and articles of association of the Company to omit those provisions of the memorandum and articles of association that have ceased to apply by virtue of this paragraph 27 and accordingly cause the Company to file amended and restated memorandum and articles of association with the Registrar reflecting exclusively the terms of the memorandum and articles of association in the form set out in Schedule 1 hereto. It is acknowledged that an amendment and restatement of the memorandum and articles of association of the Company as contemplated by the immediately preceding sentence does not entail any amendment to the memorandum or articles of association of a kind referred to in section 12(5) of the Companies Act.

DEFINITIONS

28. Words used in this Memorandum and not defined herein shall have the meanings set out in the Articles.

SHAREHOLDER LIABILITY

29. Subject to the provisions of this Memorandum and the Articles, the liability of a Shareholder to the Company, as shareholder, is limited to:

    (a) any amount unpaid on a Share held by the Shareholder;

    (b) (where applicable) any liability expressly provided for in this Memorandum or the Articles; and

    (c) any liability to repay a distribution under section 58(1) of the Companies Act.

30. A Shareholder has no liability, as a member, for the liabilities of the Company.

SEPARATE LEGAL ENTITY AND PERPETUAL EXISTENCE

31. In accordance with section 27 of the Companies Act, the Company is a legal entity in its own right separate from its Shareholders and continues in existence until it is dissolved.

EFFECT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

32. In accordance with section 11(1) of the Companies Act, this Memorandum and the Articles are binding as between:

    (a) the Company and each Shareholder of the Company; and

    (b) each Shareholder of the Company.

33. In accordance with section 11(2) of the Companies Act, the Company, the board of Directors, each Director and each Shareholder of the Company has the rights, powers, duties and obligations set out in the Companies Act except to the extent that they are negated or modified, as permitted by the Companies Act, by this Memorandum or the Articles.

34. In accordance with section 11(3) of the Companies Act, this Memorandum and the Articles have no effect to the extent that they contravene or are inconsistent with the Companies Act.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

ANNEX C

TERRITORY OF THE BRITISH VIRGIN ISLANDS

BVI BUSINESS COMPANIES ACT, 2004

AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

PIVOTAL HOLDINGS CORP

The following shall comprise the Articles of Association of **Pivotal Holdings Corp** (the "**Company**").

INTERPRETATION

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"**Articles**" means these articles of association of the Company, as amended or substituted from time to time.

"**Audit Committee**" means the audit committee of the Company formed pursuant to Article 145 hereof, or any successor audit committee.

"**Branch Register**" means any branch Register of such category or categories of Members as the Company may from time to time determine.

"**Business Combination**" means a merger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company, with one or more businesses or entities (the "target business"), which Business Combination: (a) (for as long as the securities in the Company are listed on the Designated Stock Exchange) must occur with one or more target businesses that together have an aggregate fair market value of at least 80% of the assets held in the Trust Fund (excluding (i) the deferred underwriting commissions, and (ii) taxes payable on the income earned on the Trust Fund) at the time of the definitive agreement to enter into a Business Combination; (b) must not be effectuated with another blank cheque company or a similar company with nominal operations; and (c) must be approved by the affirmative vote of a majority of the Directors, which must include a majority of the independent Directors and each of the non-independent Directors nominated by the Sponsor.

"**BVI Merger Sub**" has the meaning ascribed to it in the definition of "SWVL Business Combination" below.

"**Cayman Merger Sub**" has the meaning ascribed to it in the definition of "QGGC Merger" below.

"**Class**" or "**Classes**" means any class or classes of Shares as may from time to time be issued by the Company.

"**Class A Shares**" means the Class A ordinary Shares in the Company of $0.0001 nominal or par value designated as Class A Shares, and having the rights provided for in the Memorandum.

"**Class B Shares**" means the Class B ordinary Shares in the Company of $0.0001 nominal or par value designated as Class B Shares, and having the rights provided for in the Memorandum.

"**Companies Act**" means the BVI Business Companies Act, 2004, including any modification, amendment, extension, re-enactment or renewal thereof and any regulations made thereunder.

"**Designated Stock Exchange**" means any national securities exchange or automated quotation system on which the Company's securities are traded, including, but not limited to, The NASDAQ Stock Market LLC, the NYSE MKT LLC, the New York Stock Exchange LLC or any over-the-counter (OTC) market.

"**Directors**" means the directors of the Company for the time being, or as the case may be, the directors assembled as a board or as a committee thereof.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, or any similar United States federal statute and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

"**Founders**" means the Sponsor and all Members immediately prior to the consummation of the IPO.

"**Investment Account**" shall have the meaning ascribed to it herein.

"**Investor Group**" means the Sponsor and its affiliates, successors and assigns.

"**IPO**" means QGGC's initial public offering of securities.

"**IPO Redemption**" shall have the meaning ascribed to it in Article 168.

"**Memorandum**" means the memorandum of association of the Company, as amended or substituted from time to time.

"**Officers**" means the officers for the time being and from time to time of the Company.

"**Ordinary Resolution**" means a resolution:

(a) passed by a simple majority of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or

(b) in relation to Class B Shares only, approved in writing by all of the Class B Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments, if more than one, is executed.

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

"**Over-Allotment Option**" means the option of the Underwriters to purchase on a pro rata basis up to 3,375,000 additional units at the IPO price, less the underwriting discounts and commissions.

"**paid up**" means paid up as to the par value in respect of the issue of any Shares and includes credited as paid up.

"**Person**" means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires, other than in respect of a Director or Officer in which circumstances Person shall mean any person or entity permitted to act as such in accordance with the laws of the British Virgin Islands.

"**Preferred Shares**" means the preferred shares in the Company of $0.0001 nominal or par value designated as Preferred Shares, and having the rights provided for in in the Memorandum.

"**Principal Register**", where the Company has established one or more Branch Registers in accordance with the Companies Act and these Articles, means the Register maintained by the Company in accordance with the Companies Act and these Articles that is not designated by the Directors as a Branch Register.

"**Public Shares**" means the Class A Shares issued (including any Class A Shares issued as part of units) in the QGGC Merger.

"**QGGC**" means, prior to the QGGC Merger, Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability, and, from and after the QGGC Merger, the QGGC Surviving Company.

"**QGGC Merger**" means the merger of QGGC with and into Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of the Company ("**Cayman Merger Sub**"), with Cayman Merger Sub being the surviving company of such merger ("**QGGC Surviving Company**").

"**QGGC Surviving Company**" has the meaning ascribed to it in the definition of "QGGC Merger" above.

"**Redemption Price**" shall have the meaning ascribed to it in Article 168.

"**Regulatory Withdrawal**" means interest earned on the funds held in the Trust Fund that may be released to QGGC or the Company to fund regulatory compliance requirements and other costs related thereto.

"**Register**" means the Register of Members of the Company required to be kept pursuant to the Companies Act and includes any Branch Register(s) established by the Company in accordance with the Companies Act and these Articles.

"**Registered Agent**" means the registered agent of the Company as required by the Companies Act.

"**Registrar**" means the Registrar of Corporate Affairs appointed under section 229 of the Companies Act.

"**Seal**" means the common seal of the Company including any facsimile thereof.

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

"**Secretary**" means any Person appointed by the Directors to perform any of the duties of the secretary of the Company.

"**Series**" means a series of a Class as may from time to time be issued by the Company.

"**Share**" means a share in the Company. All references to "Shares" herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share.

"**Shareholder**" or "**Member**" means a Person who is registered as the holder of Shares in the Register.

"**Share Premium Account**" means the share premium account established in accordance with these Articles and the Companies Act.

"**signed**" means bearing a signature or representation of a signature affixed by mechanical means.

"**Solvency Test**" means the solvency test prescribed by section 56 of the Companies Act and set out in Article 133.

"**Special Resolution**" means a resolution:

(c) passed by a majority of not less than two-thirds (or, with respect to amending Article 100 or Article 191, a majority of at least 90% of the votes cast at a meeting of the Shareholders) of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or

(d) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed.

"**Sponsor**" means Queen's Gambit Holdings LLC, a Delaware limited liability company.

"**Sponsor Director**" means any Director designated as a Sponsor Director by the Sponsor by notice in writing to the Company.

"**SWVL**" has the meaning ascribed to it in the definition of "SWVL Business Combination" below.

"**SWVL Business Combination**" means the merger of Pivotal Merger Sub Company II Limited, a company limited by shares incorporated under the laws of the British Virgin Islands ("**BVI Merger Sub**"), with and into Swvl Inc., a company limited by shares incorporated under the laws of the British Virgin Islands ("**SWVL**"), as contemplated by that certain Business Combination Agreement, dated as of 28 July 2021, by and among SWVL, QGGC, the Company, Cayman Merger Sub and BVI Merger Sub (as the same may be amended and/or restated through to and including the date hereof), with SWVL being the surviving company of such merger.

"**Treasury Shares**" means Shares that were previously issued but were purchased, redeemed, surrendered or otherwise acquired by the Company and not cancelled.

"**Trust Fund**" means the trust account established by QGGC upon the consummation of its IPO and into which a certain amount of the net proceeds of the IPO, together with certain of the proceeds of a private placement of warrants simultaneously with the closing date of the IPO, were deposited.

"**Underwriter**" means an underwriter of the IPO.

2. In these Articles, save where the context requires otherwise:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;

(c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

(d) reference to a dollar or dollars or USD (or $) and to a cent or cents is reference to dollars and cents of the United States of America;

(e) reference to a statutory enactment shall include reference to any amendment or reenactment thereof for the time being in force;

(f) reference to any determination by the Directors shall be construed as a determination by the Directors in their sole and absolute discretion and shall be applicable either generally or in any particular case; and

(g) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing or partly one and partly another.

3. Subject to the preceding Articles, any words defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PRELIMINARY

4. The business of the Company may be commenced at any time after incorporation.

5. The Registered Office shall be in the British Virgin Islands. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

6. The expenses incurred in the formation of the Company and in connection with the offer for subscription and issue of Shares shall be paid by the Company. Such expenses may be amortised over such period as the Directors may determine and the amount so paid shall be charged against income and/or capital in the accounts of the Company as the Directors shall determine.

7. The Directors shall keep, or cause to be kept, the Register at such place or (subject to compliance with the Companies Act and these Articles) places as the Directors may from time to time determine. In the absence

of any such determination, the Register shall be kept by the Registered Agent. If the original Register is not kept at the office of the Registered Agent, a copy of it shall be kept there in accordance with the Companies Act. The Directors may keep, or cause to be kept, one or more Branch Registers as well as the Principal Register in accordance with the Companies Act, provided always that a duplicate of such Branch Register(s) shall be maintained with the Principal Register in accordance with the Companies Act and the rules or requirements of any Designated Stock Exchange.

SHARES

8. Subject to the Memorandum and these Articles, and, where applicable, the rules of the Designated Stock Exchange and/or any competent regulatory authority, all Shares for the time being unissued shall be under the control of the Directors who may:

   (a) issue, allot and dispose of the same to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine; and

   (b) grant options with respect to such Shares and issue warrants or similar instruments with respect thereto;

   and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued; provided however that the Directors shall not allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) to the extent that it may affect the ability of the Company to carry out a conversion described in Articles 14 to 18.

9. The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any Class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.

10. The Directors, or the Shareholders by Ordinary Resolution, may authorise the division of Shares into any number of Classes and sub-classes and Series and sub-series and the different Classes and sub-classes and Series and sub-series shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes and Series (if any) may be fixed and determined by the Directors or the Shareholders by Ordinary Resolution.

11. The Company may, insofar as may be permitted by law, pay a commission to any Person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up Shares or partly in one way and partly in the other. The Company may also pay such brokerage as may be lawful on any issue of Shares.

12. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

13. Except as otherwise specified in these Articles or required by law or Designated Stock Exchange rule, the holders of the Class A Shares and the Class B Shares (on an as converted basis) shall vote as a single class.

FOUNDER SHARES CONVERSION AND ANTI-DILUTION RIGHTS

14. On the first business day following the consummation of the Company's initial Business Combination, or at any earlier date at the option of the holders of the Class B Shares, the issued and outstanding Class B Shares shall automatically be converted into such number of Class A Shares as is equal to twenty percent (20%) of the sum of:

   (a) the total number of Class A Shares issued in the IPO (including pursuant to any Over-Allotment Option) plus the total number of Class B Shares issued; plus

(b) the total number of Class A Shares issued or deemed issued, or issuable upon the conversion or exercise of any equity-linked securities issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding (x) any Class A Shares or equity-linked securities exercisable for or convertible into Class A Shares issued, or to be issued, to any seller in the initial Business Combination and (y) any private placement warrants issued to the Sponsor, the Investor Group or any members of the Company's management team upon conversion of working capital loans.

The term "**equity-linked securities**" refers to any securities that are convertible into, exercisable or exchangeable for Class A Shares, including but not limited to a private placement of equity or debt.

For the avoidance of doubt, such Class A Shares issued upon conversion will not have any redemption rights or be entitled to proceeds of liquidation from the Trust Fund if the Company does not consummate the Business Combination.

15. Notwithstanding anything to the contrary contained herein in no event shall the Class B Shares convert into Class A Shares at a ratio that is less than one-for-one.

16. References in Articles 14 to Article 18 to "**converted**", "**conversion**" or "**exchange**" shall mean the compulsory redemption without notice of Class B Shares of any Member and, on behalf of such Members, automatic application of such redemption proceeds in paying for such new Class A Shares into which the Class B Shares have been converted or exchanged at a price per Class B Share necessary to give effect to a conversion or exchange calculated on the basis that the Class A Shares to be issued as part of the conversion or exchange will be issued at par. The Class A Shares to be issued on an exchange or conversion shall be registered in the name of such Member or in such name as the Member may direct.

17. Each Class B Share shall convert into its pro rata number of Class A Shares as set forth in this Article. The pro rata share for each holder of Class B Shares will be determined as follows: each Class B Share shall convert into such number of Class A Shares as is equal to the product of 1 multiplied by a fraction, the numerator of which shall be the total number of Class A Shares into which all of the issued and outstanding Class B Shares shall be converted pursuant to Article 14 and the denominator of which shall be the total number of issued and outstanding Class B Shares at the time of conversion.

18. The Directors may effect such conversion in any manner available under applicable law, including redeeming or repurchasing the relevant Class B Shares and applying the proceeds thereof towards payment for the new Class A Shares. For purposes of the repurchase or redemption, the Directors may, subject to the Company being able to pay its debts in the ordinary course of business, make payments out of amounts standing to the credit of the Company's share premium account or out of its capital.

19. [Not used]

20. [Not used]

CERTIFICATES

21. If so determined by the Directors, any Person whose name is entered as a Member in the Register may receive a certificate in the form determined by the Directors. All certificates shall specify the Share or Shares held by that Person and the amount paid up thereon, provided that in respect of a Share or Shares held jointly by several Persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all. All certificates for Shares shall be delivered personally or sent through the post addressed to the Member entitled thereto at the Member's registered address as appearing in the Register.

22. Every share certificate of the Company shall bear legends required under the applicable laws, including the Exchange Act.

23. Any two (2) or more certificates representing Shares of any one Class held by any Member may at the Member's request be cancelled and a single new certificate for such Shares issued in lieu on payment (if the Directors shall so require) of $1.00 or such smaller sum as the Directors shall determine.

24. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Member upon request subject to delivery of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

25. In the event that Shares are held jointly by several persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

26. [Not used]

LIEN

27. The Company has a first and paramount lien on every Share (whether or not fully paid) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Company also has a first and paramount lien on every Share (whether or not fully paid) registered in the name of a Person indebted or under liability to the Company (whether he is the sole registered holder of a Share or one (1) of two (2) or more joint holders) for all amounts owing by him or his estate to the Company (whether or not presently payable). The Directors may at any time declare a Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share extends to any amount payable in respect of it.

28. The Company may sell, in such manner as the Directors may determine, any Share on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) days after a notice in writing, demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.

29. For giving effect to any such sale the Directors may authorise some Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

30. The proceeds of the sale after deduction of expenses, fees and commission incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares immediately prior to the sale.

CALLS ON SHARES

31. The Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares, and each Shareholder shall (subject to receiving at least fourteen (14) days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on such Shares.

32. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.

33. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

34. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

35. The Directors may make arrangements on the issue of partly paid Shares for a difference between the Shareholders, or the particular Shares, in the amount of calls to be paid and in the times of payment.

36. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys uncalled and unpaid upon any partly paid Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent per annum) as may be agreed upon between the Shareholder paying the sum in advance and the Directors.

FORFEITURE OF SHARES

37. If a Shareholder fails to pay any call or instalment of a call in respect of any Shares on the day appointed for payment, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

38. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the Shares in respect of which the call was made will be liable to be forfeited.

39. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.

40. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

41. A Person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares. The Company is under no obligation to refund any moneys to the Person whose Shares have been forfeited and that Person shall be discharged from any further obligation to the Company.

42. A statutory declaration in writing that the declarant is a Director, and that a Share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts in the declaration as against all Persons claiming to be entitled to the Share.

43. The Company may receive the consideration, if any, given for a Share on any sale or disposition thereof pursuant to the provisions of these Articles as to forfeiture and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and that Person shall be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the disposition or sale.

44. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes due and payable, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

45. Subject to the Memorandum and these Articles and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to, the Exchange Act), a Member may transfer all or any of his or her Shares.

46. The instrument of transfer of any Share shall be in (a) any usual or common form, (b) such form as is prescribed by the Designated Stock Exchange, or (c) in any other form as the Directors may determine and shall be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.

47. Subject to the terms of issue thereof and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to the Exchange Act), the Directors may determine to decline to register any transfer of Shares without assigning any reason therefor.

48. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine.

49. All instruments of transfer that are registered shall be retained by the Company, but any instrument of transfer that the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

TRANSMISSION OF SHARES

50. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognised by the Company as having any title to the Share. In the case of a Share registered in the name of two (2) or more holders, the survivors or survivor, or the legal personal representatives of the deceased holder of the Share, shall be the only Person recognised by the Company as having any title to the Share.

51. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.

52. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

53. [Not used].

54. [Not used].

55. [Not used].

REDEMPTION, PURCHASE AND SURRENDER OF SHARES

56. Subject to the Companies Act, the rules of the Designated Stock Exchange, the Memorandum and these Articles, including the Solvency Test where applicable, the Company may:

    (a) issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as the Directors may determine;

(b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors may determine and agree with the Shareholder;

(c) make a payment in respect of the redemption or purchase of its own Shares in any manner authorised by the Companies Act, including out of its capital; and

(d) accept the surrender for no consideration of any paid up Share (including any redeemable Share) on such terms and in such manner as the Directors may determine.

57. With respect to redeeming or repurchasing the Shares:

(a) Members who hold Public Shares are entitled to request the redemption of such Shares in the circumstances described in Article 168;

(b) Shares held by the Founders shall be surrendered by the Founders on a pro rata basis for no consideration to the extent that the Over-Allotment Option is not exercised in full so that the Founders will own twenty percent (20%) of the Company's issued Shares after the IPO (exclusive of any securities purchased in a private placement simultaneously with the IPO); and

(c) Public Shares shall be repurchased by way of tender offer in the circumstances set out in Article 164(b).

58. Any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

59. The redemption, purchase or surrender of any Share shall not be deemed to give rise to the redemption, purchase or surrender of any other Share.

60. The Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie including, without limitation, interests in a special purpose vehicle holding assets of the Company or holding entitlement to the proceeds of assets held by the Company or in a liquidating structure.

TREASURY SHARES

61. Shares that the Company purchases, redeems or acquires (by way of surrender or otherwise) may, at the option of the Company, be cancelled immediately or held as Treasury Shares in accordance with the Companies Act. In the event that the Directors do not specify that the relevant Shares are to be held as Treasury Shares, such Shares shall be cancelled.

62. No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be declared or paid in respect of a Treasury Share.

63. The Company shall be entered in the Register as the holder of the Treasury Shares provided that:

(a) the Company shall not be treated as a member for any purpose and shall not exercise any right in respect of the Treasury Shares, and any purported exercise of such a right shall be void;

(b) a Treasury Share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act, save that an allotment of Shares as fully paid bonus shares in respect of a Treasury Share is permitted and Shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as Treasury Shares.

64. Treasury Shares may be disposed of by the Company on such terms and conditions as determined by the Directors.

GENERAL MEETINGS

65. The Directors (by majority approval), the chief executive officer, or the chairman (as applicable) may, whenever they think fit, convene a general meeting of the Company.

66. Subject to Article 100, for so long as the Company's Shares are traded on a Designated Stock Exchange, the Company shall in each year hold a general meeting as its annual general meeting at such time and place as may be determined by the Directors in accordance with the rules of the Designated Stock Exchange, unless such Designated Stock Exchange does not require the holding of an annual general meeting.

67. The Directors (or the chief executive officer or the chairman, as applicable) may cancel or postpone any duly convened general meeting at any time prior to such meeting for any reason or for no reason at any time prior to the time for holding such meeting or, if the meeting is adjourned, the time for holding such adjourned meeting. The Directors (or the chief executive officer or the chairman) shall give Shareholders notice in writing of any cancellation or postponement. A postponement may be for a stated period of any length or indefinitely as the Directors (or the chief executive officer or the chairman) may determine.

68. Shareholders seeking to bring business before an annual general meeting of the Company, or to nominate candidates for appointment as directors at an annual general meeting, must provide written notice of such business to the Company. Such notice must be received by the Secretary at the Company's principal office no later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the anniversary date of the immediately preceding annual general meeting. Pursuant to Rule 14a-8 under the Exchange Act, proposals seeking inclusion in the annual proxy statement must comply with the notice periods contained therein.

69. To be in proper written form, a Member's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such Member proposes to bring before the annual general meeting (i) a brief description of the business desired to be brought before the annual general meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend the Memorandum or these Articles, the language of the proposed amendment) and the reasons for conducting such business at the annual general meeting, (ii) the name and record address of such Shareholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (iii) the Class or Series and number of Shares that are owned beneficially and of record by such Shareholder and by the beneficial owner, if any, on whose behalf the proposal is made, (iv) a description of all arrangements or understandings between such Member and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such Member, (v) any material interest of such Member and the beneficial owner, if any, on whose behalf the proposal is made in such business and (vi) a representation that such Member intends to appear in person or by proxy at the annual general meeting to bring such business before the annual general meeting.

70. If at any time there are no Directors, any two (2) Shareholders (or if there is only one (1) Shareholder then that Shareholder) entitled to vote at general meetings of the Company may convene a general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

71. At least ten (10) days' notice in writing counting from the date service is deemed to take place as provided in these Articles specifying the place, the day and the hour of the meeting and the general nature of the business, shall be given in the manner hereinafter provided or in such other manner (if any) as may be prescribed by the Company by Ordinary Resolution to such Persons as are, under these Articles, entitled to receive such notices from the Company, but with the consent of all the Shareholders entitled to receive notice of some particular meeting and attend and vote thereat, that meeting may be convened by such shorter notice or without notice and in such manner as those Shareholders may think fit.

72. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Shareholder shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

73. All business carried out at a general meeting shall be deemed special with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, any report of the Directors or of the Company's auditors, and the fixing of the remuneration of the Company's auditors. No special business shall be transacted at any general meeting without the consent of all Shareholders entitled to receive notice of that meeting unless notice of such special business has been given in the notice convening that meeting.

74. No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as otherwise provided by these Articles, one or more Shareholders holding at least a majority of the paid up issued Shares of the Company present in person or by proxy and entitled to vote at that meeting shall form a quorum.

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Shareholder or Shareholders present and entitled to vote shall form a quorum.

76. If the Directors wish to make this facility available for a specific general meeting or all general meetings of the Company, participation in any general meeting of the Company may be by means of a telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

77. The chairman, if any, of the Directors shall preside as chairman at every general meeting of the Company and the chairman from time to time may adopt certain rules and regulations for the conduct of meetings as he or she sees fit.

78. If there is no such chairman, or if at any general meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director or Person nominated by the Directors shall preside as chairman, failing which the Shareholders present in person or by proxy shall choose any Person present to be chairman of that meeting.

79. The chairman may adjourn a meeting from time to time and from place to place either:

    (a) with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting); or

    (b) without the consent of such meeting if, in his sole opinion, he considers it necessary to do so to:

        (i) secure the orderly conduct or proceedings of the meeting; or

        (ii) give all persons present in person or by proxy and having the right to speak and / or vote at such meeting, the ability to do so, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for fourteen (14) days or more, notice of the adjourned meeting shall be given in the manner provided for the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

80. A resolution put to the vote of the meeting shall be decided on a poll.

81. A poll shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

82. In the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

83. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF SHAREHOLDERS

84. Subject to any rights and restrictions for the time being attached to any Share, every Shareholder present in person and every Person representing a Shareholder by proxy shall, at a general meeting of the Company, have one vote for each Share of which he or the Person represented by proxy is the holder.

85. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

86. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote in respect of Shares carrying the right to vote held by him, by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person, may vote in respect of such Shares by proxy.

87. No Shareholder shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.

88. On a poll votes may be given either personally or by proxy.

89. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an Officer or attorney duly authorised. A proxy need not be a Shareholder.

90. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve.

91. The instrument appointing a proxy shall be deposited with the Registered Agent or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting or, if the meeting is adjourned, the time for holding such adjourned meeting.

92. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

93. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

94. Any corporation which is a Shareholder or a Director may by resolution of its directors or other governing body authorise such Person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a Class or of the Directors or of a committee of Directors, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder or Director.

CLEARING HOUSES

95. If a clearing house (or its nominee) is a Member of the Company, it may, by resolution of its directors or other governing body or by power of attorney, authorise such person or persons as it thinks fit to act as its representative or representatives at any general meeting of the Company or at any general meeting of any Class of Members of the Company provided that, if more than one person is so authorised, the authorisation shall specify the number and Class of Shares in respect of which each such person is so authorised. A person so authorised pursuant to this Article shall be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise if it were an individual Member holding the number and Class of Shares specified in such authorisation.

DIRECTORS

96. Subject to Articles 97, 99 and 100, the Company may by Ordinary Resolution appoint any Person to be a Director.

97. Subject to Article 99, there shall be up to eight (8) Directors of the Company and the Directors may from time to time fix the maximum and minimum number of Directors to be appointed by resolution of the board of Directors.

98. There shall be no shareholding qualification for Directors.

99. For so long as the Company's Shares are traded on a Designated Stock Exchange, the Directors shall be divided into three (3) classes designated as Class I, Class II and Class III, respectively. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the board of Directors. At the first annual general meeting of Members after the IPO, the term of office of the Class I Directors shall expire and Class I Directors shall be elected for a full term of three (3) years. At the second annual general meeting of Members after the IPO, the term of office of the Class II Directors shall expire and Class II Directors shall be elected for a full term of three (3) years. At the third annual general meeting of Members after the IPO, the term of office of the Class III Directors shall expire and Class III Directors shall be elected for a full term of three (3) years. At each succeeding annual general meeting of Members, Directors shall be elected for a full term of three (3) years to succeed the Directors of the class whose terms expire at such annual general meeting. Notwithstanding the foregoing provisions of this Article, each Director shall hold office until:

    (a) the expiration of their term;

    (b) until their successor shall have been duly elected and qualified; or

    (c) until their earlier death, resignation or removal.

    No decrease in the number of Directors constituting the board of Directors shall shorten the term of any incumbent Director.

100. Prior to an initial Business Combination or the completion of the SWVL Business Combination, and subject to the terms of any Preferred Shares, only holders of Class B Shares will have the right to vote on the election of Directors pursuant to Article 99 or the removal of the Directors pursuant to Article 118 (and such removal may only be for cause).

101. For so long as the Company's Shares are traded on a Designated Stock Exchange, any and all vacancies in the board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the board of Directors, and not by the Members. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of

Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. When the number of Directors is increased or decreased, the board of Directors shall, subject to Article 99, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full board of Directors until the vacancy is filled.

ALTERNATE DIRECTOR

102. Any Director may in writing appoint another Person to be his alternate and, save to the extent provided otherwise in the form of appointment, such alternate shall have authority to sign written resolutions on behalf of the appointing Director, but shall not be authorised to sign such written resolutions where they have been signed by the appointing Director, and to act in such Director's place at any meeting of the Directors. Every such alternate shall be entitled to attend and vote at meetings of the Directors as the alternate of the Director appointing him and where he is a Director to have a separate vote in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall not be an Officer solely as a result of his appointment as an alternate other than in respect of such times as the alternate acts as a Director. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them.

POWERS AND DUTIES OF DIRECTORS

103. Subject to the Companies Act, the Memorandum and these Articles and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.

104. The Directors may from time to time appoint any Person, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company (including, for the avoidance of doubt and without limitation, any chairman (or co-chairman) of the board of Directors, vice chairman of the board of Directors, a chief executive officer, a president, a chief financial officer, a secretary, a treasurer, vice-presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries or any other Officers as may be determined by the Directors), for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any Person so appointed by the Directors may be removed by the Directors or by the Company by Ordinary Resolution. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases from any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

105. The Directors may appoint any Person to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors or by the Company by Ordinary Resolution.

106. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

107. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorised signatory (any such person being an "**Attorney**" or "**Authorised Signatory**", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under the Memorandum and these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorised Signatory as the Directors may think fit, and may also authorise any such Attorney or Authorised Signatory to delegate all or any of the powers, authorities and discretion vested in him.

108. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.

109. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any Person to be a member of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such Person.

110. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any Person so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

111. Any such delegates as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

112. The Directors may agree with a Shareholder to waive or modify the terms applicable to such Shareholder's subscription for Shares without obtaining the consent of any other Shareholder; provided that such waiver or modification does not amount to a variation or abrogation of the rights attaching to the Shares of such other Shareholders.

113. The Directors shall have the authority to present a winding up petition on behalf of the Company without the sanction of a resolution passed by the Company in general meeting.

BORROWING POWERS OF DIRECTORS

114. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, or to otherwise provide for a security interest to be taken in such undertaking, property or uncalled capital, and to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

THE SEAL

115. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

116. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.

117. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

DISQUALIFICATION OF DIRECTORS

118. The office of Director shall be vacated, if the Director:

(a) becomes bankrupt or makes any arrangement or composition with his creditors;

(b) dies or is found to be or becomes of unsound mind;

(c) resigns his office by notice in writing to the Company;

(d) prior to the closing of an initial Business Combination, is removed from office by Ordinary Resolution of the holders of the Class B Shares (only);

(e) following the closing of an initial Business Combination, is removed from office by Ordinary Resolution of all Shareholders entitled to vote; or

(f) is removed from office pursuant to any other provision of these Articles.

PROCEEDINGS OF DIRECTORS

119. The Directors may meet together (either within or outside the British Virgin Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

120. A Director may participate in any meeting of the Directors, or of any committee appointed by the Directors of which such Director is a member, by means of telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

121. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed, if there be two (2) or more Directors the quorum shall be two (2), and if there be one Director the quorum shall be one. A Director represented by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.

122. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is to be regarded as interested in any contract or other arrangement which may thereafter be made with that company or firm shall be deemed a sufficient

declaration of interest in regard to any contract so made. A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

123. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting of the Directors whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

124. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

125. The Directors shall cause minutes to be made in books or loose-leaf folders provided for the purpose of recording:

(a) all appointments of Officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

126. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

127. A resolution in writing signed by all the Directors or all the members of a committee of Directors entitled to receive notice of a meeting of Directors or committee of Directors, as the case may be (an alternate Director, subject as provided otherwise in the terms of appointment of the alternate Director, being entitled to sign such a resolution on behalf of his appointer), shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Directors or committee of Directors, as the case may be. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

128. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number, or of summoning a general meeting of the Company, but for no other purpose.

129. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office but if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

130. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present

within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairman of the meeting.

131. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairman shall have a second or casting vote.

132. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

DIVIDENDS

133. Subject to any rights and restrictions for the time being attached to any Shares, or as otherwise provided for in the Companies Act, the Memorandum or these Articles, the Directors may from time to time declare dividends (including interim dividends) and other distributions on Shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor, if they are satisfied, on reasonable grounds, that immediately after the dividend, the Company will satisfy the following solvency test:

(a) the value of the Company's assets will exceed its liabilities; and

(b) the Company will be able to pay its debts as they fall due.

134. Subject to any rights and restrictions for the time being attached to any Shares, the Company by Ordinary Resolution may approve dividends, but no dividend shall exceed the amount authorised by the Directors.

135. The Directors may determine, before recommending or declaring any dividend, to set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied and pending such application may, at the determination of the Directors, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit.

136. Any dividend may be paid in any manner as the Directors may determine. If paid by cheque it will be sent through the post to the registered address of the Shareholder or Person entitled thereto, or in the case of joint holders, to any one of such joint holders at his registered address or to such Person and such address as the Shareholder or Person entitled, or such joint holders as the case may be, may direct. Every such cheque shall be made payable to the order of the Person to whom it is sent or to the order of such other Person as the Shareholder or Person entitled, or such joint holders as the case may be, may direct.

137. The Directors when paying dividends to the Shareholders in accordance with the foregoing provisions of these Articles may make such payment either in cash or in specie and may determine the extent to which amounts may be withheld therefrom (including, without limitation, any taxes, fees, expenses or other liabilities for which a Shareholder (or the Company, as a result of any action or inaction of the Shareholder) is liable).

138. Subject to any rights and restrictions for the time being attached to any Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares, but if and for so long as nothing is paid up on any of the Shares dividends may be declared and paid according to the par value of the Shares.

139. If several Persons are registered as joint holders of any Share, any of them may give effectual receipts for any dividend or other moneys payable on or in respect of the Share.

140. No dividend shall bear interest against the Company.

ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION

141. The Company shall keep such records and underlying documentation that:

    (a) are sufficient to show and explain the Company's transactions; and

    (b) will at any time, enable the financial position of the Company to be determined with reasonable accuracy.

142. The records and underlying documentation shall be kept at the office of the Registered Agent or at such other place or places, within or outside the British Virgin Islands as the Directors think fit, and shall always be open to the inspection of the Directors.

143. The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the records and underlying documentation of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any the records and underlying documentation of the Company except as conferred by law or authorised by the Directors or by Ordinary Resolution.

144. The accounts relating to the Company's affairs shall only be audited if the Directors so determine, in which case the financial year end and the accounting principles will be determined by the Directors. The financial year of the Company shall end on 31 December of each year or such other date as the Directors may determine.

145. Without prejudice to the freedom of the Directors to establish any other committee, if the Shares are listed or quoted on the Designated Stock Exchange, and if required by the Designated Stock Exchange, the Directors shall establish and maintain an Audit Committee as a committee of the board of Directors and shall adopt a formal written Audit Committee charter and review and assess the adequacy of the formal written charter on an annual basis. The composition and responsibilities of the Audit Committee shall comply with the rules and regulations of the SEC and the Designated Stock Exchange. The Audit Committee shall meet at least once every financial quarter, or more frequently as circumstances dictate.

CAPITALISATION OF RESERVES

146. Subject to the Companies Act, the Memorandum and these Articles, the Directors may:

    (a) resolve to capitalise an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), whether or not available for distribution;

    (b) appropriate the sum resolved to be capitalised to the Shareholders in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

        (i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or

        (ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum, and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;

    (c) make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;

(d) authorise a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for either:

(i) the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation, or

(ii) the payment by the Company on behalf of the Shareholders (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing Shares, and any such agreement made under this authority being effective and binding on all those Shareholders; and

(e) generally do all acts and things required to give effect to any of the actions contemplated by this Article.

SHARE PREMIUM ACCOUNT

147. The Directors may establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

148. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the determination of the Directors such sum may be paid out of the profits of the Company or other available assets.

INVESTMENT ACCOUNTS

149. The Directors may establish separate accounts on the books and records of the Company (each an "**Investment Account**") for each Class and Series, or for more than one Class or Series, as the case may be, and the following provisions shall apply to each Investment Account:

(a) the proceeds from the allotment and issue of Shares of any Class or Series may be applied in the books of the Company to the Investment Account established for the Shares of such Class or Series;

(b) the assets and liabilities and income and expenditures attributable to the Shares of any Class or Series may be applied or allocated for accounting purposes to the relevant Investment Account established for such Shares subject to these Articles;

(c) where any asset is derived from another asset (whether cash or otherwise), such derivative asset may be applied in the books of the Company to the Investment Account from which the related asset was derived and on each revaluation of an investment the increase or diminution in the value thereof (or the relevant portion of such increase or diminution in value) may be applied to the relevant Investment Account;

(d) in the case of any asset of the Company which the Directors do not consider is attributable to a particular Investment Account, the Directors may determine the basis upon which any such asset shall be allocated among Investment Accounts and the Directors shall have power at any time and from time to time to vary such allocation;

(e) where the assets of the Company not attributable to any Investment Accounts give rise to any net profits, the Directors may allocate the assets representing such net profits to the Investment Accounts as they may determine;

(f) the Directors may determine the basis upon which any liability including expenses shall be allocated among Investment Accounts (including conditions as to subsequent re-allocation thereof if circumstances so permit or require) and shall have power at any time and from time to time to vary such basis and charge expenses of the Company against either revenue or the capital of the Investment Accounts; and

(g) the Directors may in the books of the Company transfer any assets to and from Investment Accounts if, as a result of a creditor proceeding against certain of the assets of the Company or otherwise, a liability would be borne in a different manner from that in which it would have been borne under this Article, or in any similar circumstances.

150. Subject to any applicable law and except as otherwise provided in these Articles the assets held in each Investment Account shall be applied solely in respect of Shares of the Class or Series to which such Investment Account relates and no holder of Shares of a Class or Series shall have any claim or right to any asset allocated to any other Class or Series.

NOTICES

151. Any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by posting it airmail or air courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register, or by electronic mail to any electronic mail address such Shareholder may have specified in writing for the purpose of such service of notices, or by facsimile should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

152. Any Shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

153. Any notice or other document, if served by:

(a) post, shall be deemed to have been served five (5) clear days after the time when the letter containing the same is posted;

(b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;

(c) recognised courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service; or

(d) electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

154. Any notice or document delivered or sent in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.

155. Notice of every general meeting of the Company shall be given to:

(a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and

(b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

INDEMNITY

156. To the fullest extent permitted by law, every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles), Secretary, assistant Secretary, or other Officer (but not including the Company's auditors) and the personal representatives of the same (each an "**Indemnified Person**") shall be indemnified and secured harmless out of the assets of the Company against all actions or proceedings, whether threatened, pending or completed (a "**Proceeding**"), costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own actual fraud, wilful default or wilful neglect as determined by a court of competent jurisdiction, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, or in respect of any actions or activities undertaken by an Indemnified Person provided for and in accordance with the provisions set out above (inclusive), including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending, or otherwise being involved in, (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the British Virgin Islands or elsewhere. Each Member agrees to waive any claim or right of action he or she might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; provided that such waiver shall not extend to any matter in respect of any actual fraud, willful default or willful neglect which may attach to such Director.

157. No Indemnified Person shall be liable:

(a) for the acts, receipts, neglects, defaults or omissions of any other Director or Officer or agent of the Company; or

(b) for any loss on account of defect of title to any property of the Company; or

(c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or

(d) for any loss incurred through any bank, broker or other similar Person; or

(e) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such Indemnified Person's part; or

(f) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such Indemnified Person's office or in relation thereto; unless the same shall happen through such Indemnified Person's own actual fraud, wilful default or wilful neglect as determined by a court of competent jurisdiction.

158. The Company will pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article or otherwise.

159. The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

160. The rights to indemnification and advancement of expenses conferred on any indemnitee as set out above will not be exclusive of any other rights that any indemnitee may have or hereafter acquire. The rights to indemnification and advancement of expenses set out above will be contract rights and such rights will

continue as to an Indemnified Person who has ceased to be a Director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

NON-RECOGNITION OF TRUSTS

161. Subject to the proviso hereto, no Person shall be recognised by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles or as the Companies Act requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register, provided that, notwithstanding the foregoing, the Company shall be entitled to recognise any such interests as shall be determined by the Directors.

BUSINESS COMBINATION REQUIREMENTS

162. Notwithstanding any other provision of the Articles, the Articles under this heading "Business Combination Requirements" shall apply during the period commencing upon the adoption of the Articles and terminating upon the first to occur of the consummation of any Business Combination and the distribution of the Trust Fund pursuant to Article 171. In the event of a conflict between the Articles under this heading "Business Combination Requirements" and any other Articles, the provisions of the Articles under this heading "Business Combination Requirements" shall prevail.

163. Article 171(b) may not be amended prior to the consummation of a Business Combination without a Special Resolution. Subject to the Companies Act and prior to the SWVL Business Combination, the Directors shall have the power, by resolution of the Directors, to exercise all and any powers of the Company that the Directors shall, in their reasonable opinion, consider necessary or desirable in connection with consummating the SWVL Business Combination and no actions by the Company that are contemplated by the SWVL Business Combination shall require any resolution by or consent from the Members.

164. Prior to the consummation of any Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger), the Company shall either:

    (a) submit such Business Combination to its Members for approval; or

    (b) provide Members with the opportunity to have their Shares repurchased by means of a tender offer for a per-Share repurchase price payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, calculated as of two (2) business days prior to the consummation of a Business Combination, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, provided that the Company shall not repurchase Public Shares to the extent that such repurchase would result in the stock of the public company resulting from the Business Combination becoming a "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act.

165. If the Company initiates any tender offer in accordance with Rule 13e-4 and Regulation 14E of the Exchange Act in connection with a Business Combination, it shall file tender offer documents with the SEC prior to completing a Business Combination which contain substantially the same financial and other information about such Business Combination and the redemption rights as is required under Regulation 14A of the Exchange Act.

166. If, alternatively, the Company holds a Member vote to approve a proposed Business Combination, the Company will conduct any compulsory redemption in conjunction with a proxy solicitation pursuant to

Regulation 14A of the Exchange Act and not pursuant to the tender offer rules and file proxy materials with the SEC.

167. At a general meeting called for the purposes of approving a Business Combination pursuant to these Articles:

(a) one or more Shareholders holding at least a majority of the paid up voting shares of the Company present in person or by proxy and entitled to vote at that meeting shall form a quorum; and

(b) in the event that a majority of the Shares voted (including all of the Founders Shares voted) are voted for the approval of a Business Combination, the Company shall be authorised to consummate a Business Combination.

168. Where such redemptions in connection with an initial Business Combination (other than the SWVL Business Combination) are not conducted via the tender offer rules pursuant to Article 165, any Member holding Public Shares who is not a Founder, officer or Director may, contemporaneously with any vote on a Business Combination, elect to have their Public Shares redeemed for cash (the "**IPO Redemption**"), provided that no such Member acting together with any affiliate of his or any other person with whom he is acting in concert or as a partnership, syndicate, or other group for the purposes of acquiring, holding, or disposing of Shares may exercise this redemption right with respect to more than twenty percent (20%) of the Public Shares without the prior consent of the Directors, and provided further that any holder that holds Public Shares beneficially through a nominee must identify itself to the Company in connection with any redemption election in order to validly redeem such Public Shares. In connection with any vote held to approve a proposed Business Combination, holders of Public Shares seeking to exercise their redemption rights will be required to either tender their certificates (if any) to the Company's transfer agent or to deliver their shares to the transfer agent electronically using The Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System, at the holder's option, in each case up to two (2) business days prior to the initially scheduled vote on the proposal to approve a Business Combination. If so demanded, the Company shall pay any such redeeming Member, regardless of whether he is voting for or against such proposed Business Combination, a per-Share redemption price payable in cash, equal to the aggregate amount then on deposit in the Trust Fund calculated as of two (2) business days prior to the consummation of a Business Combination, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue (such redemption price being referred to herein as the "**Redemption Price**").

169. In connection with the vote of holders of shares of QGGC to approve the QGGC Merger and the SWVL Business Combination, QGGC offered holders of its shares the right to redeem their Class A Shares received in the QGGC Merger, subject to consummation of the SWVL Business Combination. Notwithstanding any other provision of the Memorandum or these Articles, upon the consummation of the SWVL Business Combination, the Company shall have the right to compulsorily redeem Class A Shares acquired by former shareholders of QGGC who properly exercised such redemption rights.

170. The Redemption Price shall be paid promptly following the consummation of the relevant Business Combination. If the proposed Business Combination is not approved or completed for any reason then such redemptions shall be cancelled and share certificates (if any) returned to the relevant Members as appropriate.

171. (a) In the event that either the Company does not consummate a Business Combination by twenty-four (24) months after the closing of the IPO, or such later time as the Members of the Company may approve in accordance with these Articles or a resolution of the Company's Members is passed pursuant to the Companies Act to commence the voluntary liquidation of the Company prior to the consummation of a Business Combination for any reason, the Company shall: (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than ten (10) business days thereafter,

redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any) subject to applicable law; and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in the case of sub-articles (ii) and (iii), to its obligations under British Virgin Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law.

(b) If any amendment is made to Article 171(a) that would affect the substance or timing of the Company's obligation to redeem 100% of the Public Shares if the Company has not consummated an initial Business Combination within twenty-four (24) months after the date of the closing of the IPO, or any amendment is made with respect to any other provisions of these Articles relating to the rights of holders of Class A Shares or pre-initial business combination activity, each holder of Public Shares who is not a Founder, officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Fund, including interest earned on the Trust Fund and not previously released to the Company or QGGC to fund Regulatory Withdrawals, subject to an annual limit of $250,000, for a maximum of twenty-four (24) months and/or to pay our income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue.

172. Except for the withdrawal of interest to pay income taxes and for Regulatory Withdrawals, if any, none of the funds held in the Trust Fund shall be released from the Trust Fund until the earlier of an IPO Redemption pursuant to Article 168, a repurchase of Shares by means of a tender offer pursuant to Article 164(b), a distribution of the Trust Fund pursuant to Article 171(a) or an amendment under Article 171 (b). In no other circumstance shall a holder of Public Shares have any right or interest of any kind in the Trust Fund.

173. (a) Except for the issuance of Class A Shares and Class B Shares in accordance with the terms of the QGGC Merger, additional Shares or other securities that the Company may issue shall not entitle the holders thereof to receive funds from the Trust Fund.

(b) Prior to the consummation of a Business Combination, the Directors shall not issue additional Shares or any other securities that would entitle the holders thereof to vote on any Business Combination or any other proposal presented to the Shareholders prior to or in connection with the completion of a Business Combination, save that the restrictions on the issue of additional Shares or any other securities contained in this Article 173(b) shall not apply to any issue of Shares or securities contemplated by the QGGC Merger.

174. The Company must complete one or more Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Fund (net of amounts previously disbursed to the Company's management for working capital purposes and excluding the amount of deferred underwriting discounts held in the Trust Fund and taxes payable on the income earned on the Trust Fund) at the time of the Company's signing of a definitive agreement in connection with a Business Combination. An initial Business Combination must not be effectuated with another blank cheque company or a similar company with nominal operations.

175. Any payment made to members of the Audit Committee (if one exists) shall require the review and approval of the Directors, with any Director interested in such payment abstaining from such review and approval.

176. A Director may vote in respect of any Business Combination in which such Director has a conflict of interest with respect to the evaluation of such Business Combination. Such Director must disclose such

interest or conflict to the other Directors. A resolution of the Directors to approve a Business Combination will only be validly passed if all Sponsor Directors and a majority of the independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange) vote in favor of the Business Combination (other than the SWVL Business Combination which was duly approved by the directors of QGGC prior to the QGGC Merger).

177. The Audit Committee shall monitor compliance with the terms of the IPO and, if any non-compliance is identified, the Audit Committee shall be charged with the responsibility to take all action necessary to rectify such non-compliance or otherwise cause compliance with the terms of the IPO.

178. The Company may enter into a Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger) with a target business that is affiliated with the Sponsor, the Directors or Officers of the Company if such transaction were approved by a majority of the independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange) and the Directors that did not have an interest in such transaction. In the event the Company enters into a Business Combination (other than the SWVL Business Combination, which was duly approved by the shareholders of QGGC prior to the QGGC Merger) with an entity that is affiliated with the Sponsor, Officers or Directors, the Company, or a committee of independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange), will obtain an opinion that our initial Business Combination is fair to the Company from a financial point of view from either an independent investment banking firm that is a member of the Financial Industry Regulatory Authority, Inc. or an independent accounting firm.

BUSINESS OPPORTUNITIES

179. In recognition and anticipation of the facts that: (a) directors, managers, officers, members, partners, managing members, employees and/or agents of one or more members of the Investor Group (each of the foregoing, an "**Investor Group Related Person**") may serve as Directors and/or Officers of the Company; and (b) the Investor Group engages, and may continue to engage in the same or similar activities or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, the provisions of Articles 180 to 184 are set forth to regulate and define the conduct of certain affairs of the Company as they may involve the Members and the Investor Group Related Persons, and the powers, rights, duties and liabilities of the Company and its Officers, Directors and Members in connection therewith.

180. To the fullest extent permitted by applicable law, the Investor Group and the Investor Group Related Persons shall have no duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Company.

181. To the fullest extent permitted by applicable law, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for either the Investor Group or the Investor Group Related Persons, on the one hand, and the Company, on the other.

182. Except to the extent expressly assumed by contract, to the fullest extent permitted by applicable law, the Investor Group and the Investor Group Related Persons shall have no duty to communicate or offer any such corporate opportunity to the Company and shall not be liable to the Company or its Members for breach of any fiduciary duty as a Member, Director and/or officer of the Company solely by reason of the fact that such party pursues or acquires such corporate opportunity for itself, himself or herself, directs such corporate opportunity to another person, or does not communicate information regarding such corporate opportunity to the Company, unless such opportunity is expressly offered to such Investor Group Related Person in their capacity as a Director or officer of the Company and the opportunity is one that the Company is able to complete on a reasonable basis.

183. Except as provided elsewhere in the Memorandum or these Articles, the Company hereby renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for both the Company and the Investor Group, about which a Director and/or officer of the Company who is also an Investor Group Related Person acquires knowledge.

184. To the extent a court might hold that the conduct of any activity related to a corporate opportunity that is renounced in this Article to be a breach of duty to the Company or its Members, the Company and (if applicable) each Member hereby waives, to the fullest extent permitted by applicable law, any and all claims and causes of action that the Company may have for such activities described in Articles 179 to 183 above. To the fullest extent permitted by applicable law, the provisions of Articles 179 to 183 apply equally to activities conducted in the future and that have been conducted in the past.

WINDING UP

185. A voluntary liquidator may be appointed by an Ordinary Resolution. If the Company shall be wound up the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.

186. If the Company shall be wound up, the liquidator may, with the sanction of an Ordinary Resolution divide amongst the Shareholders in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different Classes. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator, with the like sanction shall think fit, but so that no Shareholder shall be compelled to accept any assets whereon there is any liability.

CLOSING OF REGISTER OR FIXING RECORD DATE

187. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may, by any means in accordance with the requirements of the Designated Stock Exchange, provide that the Register shall be closed for transfers for a stated period which shall not exceed in any case forty (40) days. If the Register shall be so closed for the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders the Register shall be so closed for at least ten (10) days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register.

188. In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within ninety (90) days prior to the date of declaration of such dividend, fix a subsequent date as the record date for such determination.

189. If the Register is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been made as provided in this Article, such determination shall apply to any adjournment thereof.

CONTINUATION

190. The Company may by Special Resolution resolve to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause all such steps as they consider appropriate to be taken to effect the continuation of the Company.

191. With respect to a vote to continue the Company in a jurisdiction outside the British Virgin Islands in accordance with Article 190, notwithstanding any other Article herein, the holders of Class B Shares shall have ten votes for every Class B Share and holders of Class A Shares will have one vote for every Class A Share.

MERGERS AND CONSOLIDATION

192. The Company may merge or consolidate in accordance with the Companies Act.

193. To the extent required by the Companies Act, the Company may by Special Resolution resolve to merge or consolidate the Company.

DISCLOSURE

194. The Directors, or any authorised service providers (including the Officers, the Secretary and the registered agent of the Company), shall be entitled to disclose to any regulatory or judicial authority, or to any stock exchange on which the Shares may from time to time be listed, any information regarding the affairs of the Company including, without limitation, information contained in the Register and books of the Company.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

Schedule 1

Annex D

Company no. 2070410

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

Swvl Holdings Corp

Incorporated this 23rd day of July 2021

Amended and Restated on [•] day of [•] 2021

Amended and Restated on [•] day of [•] 2021

Maples Corporate Services (BVI) Limited

Kingston Chambers

PO Box 173

Road Town, Tortola

British Virgin Islands

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TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Swvl Holdings Corp

1 The name of the Company is **Swvl Holdings Corp**.

2 The Company is a company limited by shares.

3 The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by Resolution of Directors or Resolution of Members.

4 The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by Resolution of Directors or Resolution of Members.

5 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the British Virgin Islands.

6 The liability of each Member is limited to the amount unpaid on such Member's shares.

7 The Company is authorised to issue a maximum of 555,000,000 shares with a par value of US$0.0001 each divided into two classes as follows:

7.1 500,000,000 Class A ordinary shares (the "**Class A Common Shares**"); and

7.2 55,000,000 preferred shares (the "**Preference Shares**"),

each Share having the rights and restrictions set out in the Memorandum and Articles.

8 For the purposes of section 9 of the Statute, any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for in the Memorandum and Articles are deemed to be set out and stated in full in this Memorandum.

9 Each Class A Common Share confers on the holder:

(a) the right to one vote on any Resolution of Members;

(b) the right to an equal share in any dividend paid by the Company in accordance with the Statute; and

(c) the right to an equal share in the distribution of the surplus assets of the Company.

10 The Preference Shares shall have such rights as specified by the board of Directors pursuant to the Resolution of Directors approving the issue of such Preference Share(s), and in any such Resolution of Directors the board of Directors shall agree to amend and restate the Memorandum and Articles to fully set out such rights and instruct the registered agent of the Company to file the amended Memorandum and Articles with the Registrar. For the avoidance of doubt, the Directors shall not require any approval of the Members in respect of the issuance of Preference Shares, any amendments to the terms of Preference Shares and the related amendments to the Memorandum and Articles.

11 Shares may only be issued as registered shares and the Company is not authorised to issue bearer shares. Registered shares may not be exchanged for bearer shares or converted to bearer shares.

12 Capitalised terms that are not defined in this Memorandum bear the respective meanings given to them in the Articles of Association of the Company.

13 Subject to the provisions of the Statute, the Company may from time to time amend this Memorandum or the Articles of Association by a Resolution of Members passed by a supermajority or by a Resolution of Directors.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Swvl Holdings Corp

1 Interpretation

1.1 In the Articles, unless there is something in the subject or context inconsistent therewith:

"**Articles**"	means these articles of association of the Company.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"business day"	means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorised or obligated by law to close in New York City.
"**Class A Common Share**"	has the meaning given to such term in the Memorandum.
"**Clearing House**"	means a clearing house recognised by the laws of the jurisdiction in which the Shares (or depositary receipts therefor) are listed or quoted on a Recognised Exchange or interdealer quotation system in such jurisdiction.
"**Company**"	means the above named company.
"**Directors**"	means the then current directors of the Company.
"**Distribution**"	means any distribution (including an interim or final dividend).
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Act.
"**Electronic Transactions Act**"	means the Electronic Transactions Act, 2001 of the British Virgin Islands.
"**Exchange Act**"	has the meaning given to that term in Article 17.8(c).
"**Material Ownership Interests**"	has the meaning given to that term in Article 17.8(d).
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.
"**Other Investments**"	has the meaning given to that term in Article 45.
"**Preference Share**"	has the meaning given to such term in the Memorandum.
"**Proposing Person**"	shall mean the following persons: (i) the Member or Requisitioning Members of record providing the notice of Director Nomination(s) or other business proposed to be brought before a general meeting, and (ii) the beneficial owner(s), if different, on whose behalf the Director Nomination(s) or other business proposed to be brought before a general meeting is made.

"**Recognised Exchange**"	means an exchange that is a member of the World Federation of Exchanges or an exchange that is recognised by the BVI Financial Services Commission by notice published in the Government of the Virgin Islands Official Gazette including, but not limited to, the New York Stock Exchange and NASDAQ.
"**Register of Members**"	means the register of Members maintained in accordance with the Statute.
"**Registered Agent**"	means the then current registered agent of the Company.
"**Registered Office**"	means the then current registered office of the Company.
"**Resolution of Directors**"	means: (a) a resolution passed by a majority of votes of the Directors or a majority of votes of the members of a committee of the Directors as, being entitled to do so, vote at a meeting of the Directors or a meeting of a committee of the Directors, unless a higher threshold is required pursuant to the Memorandum or the Articles; or (b) a resolution in writing signed by all of the Directors or all of the members of a committee of the Directors.
"**Resolution of Members**"	means a resolution passed by a majority of votes of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Members unless a higher threshold is required pursuant to the Memorandum or the Articles (it being understood that, unless otherwise provided in the Memorandum or the Articles, absent Members, Members who are present but do not vote, blanks and abstentions shall not be counted for purposes of determining if a majority has been obtained). For the avoidance of doubt, a Resolution of Members may not be consented to in writing and section 88 of the Statute shall not apply to the Company.
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**SEC**"	has the meaning given to that term in Article 3.1.
"**Share**"	means a Common Share or a Preference Share in the Company and includes a fraction of such share in the Company.
"**Solicitation Statement**"	has the meaning given to that term in Article 17.8(e).
"**Statute**"	means the BVI Business Companies Act, 2004 of the British Virgin Islands.
"**Specified Party**"	has the meaning given to that term in Article 45.
"**Synthetic Equity Interest**"	shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called "stock borrowing" agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (a) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of the Company, in

	whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of the Company, (b) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of the Company, (c) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of the Company, or (d) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of the Company.
"**Timely Notice**"	has the meaning given to that term in Article 17.8.
"**Treasury Share**"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender and words importing the feminine gender include the masculine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) references to provisions of any law shall be construed to include any rules and regulations promulgated thereunder;

(h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(i) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(j) headings are inserted for reference only and shall be ignored in construing the Articles;

(k) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(l) any requirements as to execution or signature under the Articles including the execution of the Memorandum and Articles themselves can be satisfied in the form of an electronic signature as provided for in the Electronic Transactions Act;

(m) section 8(2) of the Electronic Transactions Act shall not apply;

(n) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect;

(o) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share; and

(p) the term "supermajority" in relation to a Resolution of Members means, notwithstanding anything to the contrary in the definition of "Resolution of Members", a majority of not less than seventy five (75) per cent. of the votes of all those entitled to vote on the resolution regardless of how many actually vote or abstain, meaning that absent Members, Members who are present but do not vote, blanks and abstentions shall be counted for the purpose of determining if a supermajority has been obtained.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of any monies of the Company, all expenses incurred or sustained in the formation and establishment of the Company, including the expenses of incorporation.

3 Issue of Shares

3.1 Subject to the Statute and the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and, where applicable, the rules and regulations of any applicable Recognised Exchange, the United States Securities and Exchange Commission (the "**SEC**") and/or any other competent regulatory authority and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Distribution, voting, return of investment or otherwise and to such persons, at such times, for such consideration, and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. A bonus share issued by the Company shall be deemed to have been fully paid for on issue.

3.2 The Company may issue rights, options, warrants or convertible securities or instruments of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company on such terms as the Directors may from time to time determine.

3.3 The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.

3.4 Section 46 of the Statute does not apply to the Company.

4 Register of Members

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 Where Shares are listed on a Recognised Exchange, the Directors may determine that the Company shall maintain or cause to be maintained its Register of Members in such manner and form as is customary for such Recognised Exchange.

5 Closing Register of Members and Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty (40) days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Distribution, the date on which notice of the meeting is sent or the date on which the Resolution of Directors resolving to pay such Distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof (unless otherwise provided by a Resolution of Directors).

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve by Resolution of Directors that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other persons authorised by the Directors or shall be given under Seal. The Directors may authorise certificates to be issued with the authorised signature(s) or Seal affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and, subject to the Articles, no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred or sustained by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

7.1 Subject to the terms of the Articles, any Member may transfer all or any of his, her or its Shares by an instrument of transfer provided that such transfer complies with the rules and regulations of the applicable Recognised Exchange, the SEC and/or any other competent regulatory authority or otherwise under applicable law. If the Shares in question were issued in conjunction with rights, options or warrants issued pursuant to the Articles on terms that one cannot be transferred without the other, the Directors shall refuse to register the transfer of any such Share without evidence satisfactory to them of the like transfer of rights, options or warrants.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if registration as a holder of the Shares imposes a liability to the Company on the transferee, signed by or on behalf of the transferee) and contain the name and address of the transferee. The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

7.3 Where Shares are listed on a Recognised Exchange, in accordance with section 54A of the Statute, the Shares may be transferred without the need for a written instrument of transfer if the transfer is carried out in accordance with the law, rules, procedures and other requirements applicable to shares listed on the Recognised Exchange and Articles 7.1 and 7.2 shall be interpreted accordingly.

8 Redemption, Repurchase and Surrender of Shares

8.1 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the terms attached to Shares, as specified in the Memorandum and the Articles, may provide for such Shares to be redeemed or to be liable to be redeemed at the option of the Member or the Company on such terms as so specified.

8.2 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the Company may purchase or otherwise acquire its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.

8.3 The Company may make a payment in respect of the redemption, purchase or other acquisition of its own Shares in any manner permitted by the Statute.

8.4 The Company may accept the surrender for no consideration of any fully paid Share including, for the avoidance of doubt, a Treasury Share. Any such surrender shall be in writing and signed by the Member holding the Share or Shares.

9 Treasury Shares

Subject to the Statute, the Directors may, prior to the purchase, redemption or surrender of any Share, resolve by Resolution of Directors that such Share shall be held as a Treasury Share.

10 Commission on Sale of Shares

The Company may pay a commission to any person in consideration of his, her or its subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or, subject to the Statute, the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

11 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

12 Lien on Shares

12.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his, her or its estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

12.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently due and payable, and is not paid within fourteen (14) clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

12.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his, her or its

nominee shall be registered as the holder of the Shares comprised in any such transfer, and he, she or it shall not be bound to see to the application of the purchase money, nor shall his, her or its title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.

12.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

13 Call on Shares

13.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares, and each Member shall (subject to receiving at least fourteen (14) clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him or her notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

13.2 A call shall be deemed to have been made at the time when the Resolution of Directors authorising such call was passed.

13.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

13.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred or sustained by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

13.5 An amount payable in respect of a Share on issue or allotment or at any fixed date shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

13.6 The Company may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

13.7 The Company may, by Resolution of Directors, if the Directors think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him or her, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

13.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a dividend or other Distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

14 Forfeiture of Shares

14.1 If a call or instalment of a call remains unpaid after it has become due and payable the Company may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred or sustained by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

14.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a Resolution of Directors. Such forfeiture shall include all Distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

14.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

14.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited.

14.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his, her or its title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

14.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time as if it had been payable by virtue of a call duly made and notified.

15 Transmission of Shares

15.1 If a Member dies the survivor or survivors (where he, she or it was a joint holder) or his, her or its legal personal representatives (where he, she or it was a sole holder), shall be the only persons recognised by the Company as having any title to his, her or its Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he, she or it was a joint or sole holder.

15.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him or her to the Company, either to become the holder of such Share or to have some person nominated by him or her registered as the holder of such Share. If he, she or it elects to have another person registered as the holder of such Share he, she or it shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his, her or its death or bankruptcy or liquidation or dissolution, as the case may be.

15.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Distributions and other advantages to which he, she or it would be entitled if he, she or it were the holder of such Share. However, he, she or it shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him or her be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his, her or its death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety (90) days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Distributions or other monies payable in respect of the Share until the requirements of the notice have been complied with.

16 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by Resolution of Directors change the location of its Registered Office and its Registered Agent, provided that the Company's Registered Office shall at all times be the office of the Registered Agent. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

17 General Meetings

17.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

17.2 The Company may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and, where called, shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint.

17.3 The Directors, by Resolution of Directors, or the chairman, if any, of the board of Directors, acting alone, may, and the Directors shall upon receipt of a valid Members' Requisition, call general meetings. Only those matters set forth in the notice of the general meeting or, solely with respect to an annual general meeting or an extraordinary general meeting convened upon a Members' Requisition, properly requested in accordance with Article 17.8, may be considered or acted upon at a general meeting. In addition to the other requirements set forth in the Articles, for any proposal of business to be considered at a general meeting, it must be a proper subject for action by Members of the Company under the Statute.

17.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than thirty (30) per cent. of the voting power of the issued Shares which as at that date carry the right to vote in respect of the matter for which the meeting is requested.

17.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

17.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one (21) days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three (3) months after the expiration of the said twenty-one (21) day period.

17.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

17.8 For nominations of candidates for appointment as Director ("**Director Nominations**") or other business to be properly brought (x) by a Member before an annual general meeting or (y) by Requisitioning Members before an extraordinary general meeting convened upon a Members' Requisition, the Director Nomination or other business must be (i) specified in the notice of the general meeting (or any supplement thereto) given by or at the direction of the Directors by Resolution of Directors, (ii) brought before the general meeting by the person presiding over the meeting or (iii) otherwise properly requested to be brought before the meeting by a Member of the Company or by the Requisitioning Members, as applicable, in accordance with this Article 17.8. For Director Nomination or other business to be properly requested to be brought (x) by a Member before an annual general meeting or (y) by Requisitioning Members before an extraordinary general meeting convened upon a Members' Requisition, the Member or Requisitioning Members must (i) be Member(s) of the Company of record at the time of the giving of the notice for such general meeting, (ii) be entitled to vote at such general meeting, (iii) have given Timely Notice (as defined below) thereof in writing to any Director addressed to the Registered Office, (iv) have provided any updates or supplements to such notice at the times and in the forms required by the Articles and (v) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is

made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by the Articles. To be timely, a Member's written notice in respect of an annual general meeting must be received by any Director at the Registered Office not later than the close of business on the one hundred twentieth (120th) day nor earlier than the close of business on the one hundred fiftieth (150th) day prior to the one (1) year anniversary of the preceding year's annual general meeting; provided, however, that in the event the annual general meeting is first convened more than thirty (30) days before or more than sixty (60) days after such anniversary date, or if no annual general meeting was held in the preceding year, notice by the Member to be timely must be received by any Director at the Registered Office not earlier than the close of business on the one hundred twentieth (120th) day prior to the date of such annual general meeting and not later than the close of business on tenth (10th) day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as "**Timely Notice**"). Notwithstanding anything to the contrary provided herein, (x) for the first annual general meeting, a Member's notice shall be timely (and be considered a Timely Notice) if received by any Director at the Registered Office not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such annual general meeting or the tenth (10th) day following the day on which public announcement of the date of such annual general meeting is first made or sent by the Company and (y) for any extraordinary general meeting convened upon a Members' Requisition, the Requisitioning Members' notice shall be timely (and be considered a Timely Notice) if received by any Director at the Registered Office on the date of delivery of the Members' Requisition. Any such Timely Notice must set forth, as to each matter the Member or Requisitioning Members propose to bring before the general meeting:

(a) as to each person whom the Member or the Requisitioning Members propose to nominate for appointment as a Director, (i) the name, age, business address and residence address of the nominee, (ii) the principal occupation or employment of the nominee, (iii) the class and number of Shares or any other securities of the Company that are held of record or are beneficially owned by the nominee and of its affiliates and any derivative positions held or beneficially held by the nominee and of its affiliates, (iv) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the nominee or any of its affiliates with respect to any securities of the Company, and a description of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of any securities), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of the nominee or any of its affiliates, (v) a description of all agreements, arrangements or understandings between or among the Member or the Requisitioning Members, as applicable, or any of its or their affiliates and each nominee or any of its affiliates and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the Member or the Requisitioning Members or concerning the nominee's potential service as a Director, (vi) a written statement executed by the nominee acknowledging that as Director, the nominee will owe fiduciary duties under the Statute with respect to the Company and its Members, and (vii) all information relating to such person that is required to be disclosed in solicitations of proxies for appointment of directors in an appointment contest, or is otherwise required, in each case pursuant to the Statute or other applicable law, rule or regulation (including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if appointed);

(b) as to any other business that the Member or the Requisitioning Members propose to bring before the general meeting, a description in reasonable detail of the business desired to be brought before the general meeting, the reasons for conducting such business at the general meeting, the text, if any, of any resolutions or Articles amendment proposed for adoption, and any material interest in such business of each Proposing Person;

(c) (i) the name and address of the Member or Requisitioning Members giving the notice, as they appear on the Company's books, and the names and addresses of the other Proposing Persons (if any) and (ii) as to each Proposing Person, such Proposing Peron's written consent to the public disclosure of information provided to the Company pursuant to this Article 17.8 and the following information: (a) the class or series and number of all Shares of the Company which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates, including any Shares of the Company as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests in which such Proposing Person or any of its affiliates or associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such Shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such Shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Statute or the Exchange Act of 1934, as amended, of the United States of America (the "**Exchange Act**"), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any Shares of the Company, (d) any rights to dividends or other distributions on the Shares of the Company, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Company, (e) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of Shares of the Company or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (a) through (e) are referred to, collectively, as "**Material Ownership Interests**") and (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any Shares of the Company, (f) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act by such Proposing Person and/or any of its respective affiliates or associates, and (g) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to the Statute, the Exchange Act or any other applicable laws, rules or regulations;

(d) (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the general meeting (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of other Members (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of Shares owned beneficially or of record by such other Member(s) or other beneficial owner(s); and

(e) a statement whether or not the Member or Requisitioning Members giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the Shares of the Company required under applicable law to approve the proposal or, in the case of a Director

Nomination, at least the percentage of voting power of all of the Shares of the Company reasonably believed by such Proposing Person to be sufficient to appoint the nominee or nominees proposed to be nominated by such Member or Requisitioning Members (such statement, the "**Solicitation Statement**").

A Member or the Requisitioning Members must also submit a supporting statement indicating the reasons for bringing such proposal.

17.9 A Member or Requisitioning Members providing Timely Notice of Director Nomination or other business proposed to be brought before a general meeting shall further update and supplement such notice, if necessary, so that the information (including the Material Ownership Interests information) provided or required to be provided in such notice pursuant to the Articles shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to such general meeting, and such update and supplement must be received by any Director at the Registered Office not later than the close of business on the fifth (5th) business day after the record date for the general meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth (8th) business day prior to the date of the general meeting (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting). If a Member or the Requisitioning Members do not comply with this Article 17 in providing notice of Director Nomination or other business proposed to be brought before a general meeting, such notice shall not be deemed to be Timely Notice.

17.10 Only such persons who are nominated for appointment as a Director in accordance with the provisions of the Articles shall be eligible for appointment and to serve as Directors once appointed in accordance with the Articles and only such other business shall be conducted at an general meeting as shall have been brought before the meeting in accordance with the provisions of the Articles. The Directors or a designated committee thereof, through a Resolution of Directors, shall have the power to determine whether a Director Nomination or any other business proposed to be brought before the meeting was made in accordance with the provisions of the Articles. If neither the Directors nor such designated committee makes a determination as to whether any Director Nomination or other proposal was made in accordance with the provisions of the Articles, the presiding person of the general meeting shall have the power and duty to determine whether the Director Nomination or other proposal was made in accordance with the provisions of the Articles. If the Directors or a designated committee thereof or the presiding person, as applicable, determines that any Director Nomination or other proposal was not made in accordance with the provisions of the Articles, such proposal or nomination shall be disregarded and shall not be presented for action at the general meeting.

17.11 Except as otherwise required by applicable law, nothing in this Article 17 shall obligate the Company or the Directors to include in any proxy statement or other Member communication distributed on behalf of the Company or the Directors information with respect to any nominee for appointment of a Director or any other business submitted or proposed by a Member.

17.12 Notwithstanding the foregoing provisions of this Article 18, if the nominating or proposing Member or the Requisitioning Members (or a qualified representative of the Member or the Requisitioning Members) do not appear at the general meeting to present a Director Nomination or any other business, such Director Nomination or other business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Article 17, to be considered a qualified representative of the proposing Member or Requisitioning Members, a person must be authorised by a written instrument executed by such Member or Requisitioning Members or an electronic transmission delivered by such Member or Requisitioning Members to act for such Member or Requisitioning Members as proxy at the meeting of Members and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding person at the general meeting.

17.13 For purposes of the Articles, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable international or national news service or in a document publicly filed by the Company with the SEC pursuant to section 13, 14 or 15(d) of the Exchange Act or the rules of the Recognised Exchange.

17.14 Notwithstanding the foregoing provisions of the Articles, a Member and the Requisitioning Members shall also comply with all applicable requirements of the Statute and all applicable laws, rules and regulations with respect to the matters set forth in the Articles.

18 Notice of General Meetings

18.1 At least seven (7) clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all of the Members entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five (95) per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving that right.

18.2 Notwithstanding any other provision of the Articles, the accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice, or the accidental failure to refer in any notice or other document to a meeting as an "annual general meeting" or "extraordinary general meeting", as the case may be, shall not invalidate the proceedings of that general meeting.

19 Proceedings at General Meetings

19.1 No business shall be transacted at any general meeting unless a quorum is present. A majority in voting power of the Shares entitled to vote at such meeting, present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy, shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.

19.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

19.3 Any action taken by the Members must be taken or effected at a general meeting and may not be taken or effected by a written resolution or written consent of Members or otherwise in lieu thereof.

19.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' Requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

19.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he, she or it shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall appoint one of their number to be chairman of the meeting.

19.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.

19.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19.8 When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

19.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the Directors, by Resolution of Directors, or the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten (10) per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving a right to attend and vote at the meeting demand a poll.

19.10 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes of the proceedings of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

19.11 The demand for a poll may be withdrawn.

19.12 Except on a poll demanded on the appointment of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

19.13 A poll demanded on the appointment of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

19.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote.

20 Votes of Members

20.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he, she or it is the holder.

20.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

20.3 A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his, her or its committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

20.4 No person shall be entitled to vote at any general meeting unless he, she or it is registered as a Member on the record date for such meeting nor unless all calls or other monies then due and payable by him or her in respect of Shares have been paid.

20.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.

20.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

20.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his, her or its Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him or her, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he, she or it is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he, she or it is appointed.

21 Proxies

21.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his, her or its attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.

21.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.

21.3 The chairman may in any event at his, her or its discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.

21.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

21.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the

proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

22 Corporate Members

22.1 Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he, she or it represents as the corporation could exercise if it were an individual Member.

22.2 If a Clearing House (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it sees fit to act as its representative at any meeting of the Company or at any meeting of any class of Members provided that the authorisation shall specify the number and class of Shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the Clearing House (or its nominee(s)) as if such person was the registered holder of such Shares held by the Clearing House (or its nominee(s)).

23 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company (including Treasury Shares) shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

24 Directors

24.1 There shall be a board of Directors consisting of nine Directors, provided however that the Company may, by a Resolution of Directors, increase or reduce the number of Directors. No increase or reduction in the number of directors constituting the board of Directors shall shorten the term of any incumbent director.

24.2 The Directors shall be divided into three classes: Class I, Class II and Class III. The number of Directors in each class shall be as nearly equal as possible. The Class I Directors shall stand appointed for a term expiring at the Company's first annual general meeting, the Class II Directors shall stand appointed for a term expiring at the Company's second annual general meeting and the Class III Directors shall stand appointed for a term expiring at the Company's third annual general meeting.

24.3 Commencing at the Company's first annual general meeting, and at each annual general meeting thereafter, Directors appointed to succeed those Directors whose terms expire shall be appointed in accordance with Article 26 for a term of office to expire at the third succeeding annual general meeting after their appointment.

24.4 Except as the Statute may otherwise require, in the interim between annual general meetings or extraordinary general meetings called for the appointment of Directors and the filling of any vacancy in that connection, additional Directors and any vacancies in the board of Directors, including unfilled vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, notwithstanding that such majority may be less than a quorum required for a Resolution of Directors. For the avoidance of doubt, any vacancies in the board of Directors, including unfilled vacancies resulting from the removal of Directors for cause and unfilled vacancies resulting from increases or reductions in the number of Directors, may not be filled by a Resolution of Members.

24.5 All Directors shall hold office until the expiration of their respective terms of office and until their successors shall have been appointed and qualified. A Director appointed to fill a vacancy resulting from the death, resignation or removal of a Director shall serve for the remainder of the full term of the Director whose death, resignation or removal shall have created such vacancy and until his, her or its successor shall have been appointed and qualified.

24.6 No Director shall be permitted to appoint an alternate director pursuant to section 130 of the Statute.

25 Powers and Duties of Directors

25.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Resolution of Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

25.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

25.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his, her or its widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

25.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

25.5 A Director, in exercising his, her or its powers or performing his, her or its duties, shall act honestly and in good faith and in what the Director believes to be in the best interests of the Company.

25.6 Section 175 of the Statute shall not apply to the Company.

26 Appointment and Removal of Directors

26.1 The Company may by Resolution of Members, and in accordance with Articles 17 and 24, appoint any person properly nominated for election as a Director at any general meeting to appoint Directors of the Company.

26.2 The Company may, by Resolution of Directors, appoint any person to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by the Articles as the maximum number of Directors.

26.3 The Company may by Resolution of Directors passed by at least two-thirds of the Directors remove any Director with cause. Members may not act to remove Directors.

26.4 Sections 114(2) and 114(3) of the Statute shall not apply to the Company.

27 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that he, she or it resigns the office of Director; or

(b) the Director dies; or

(c) a court of competent jurisdiction has determined in a final non-appealable order that such Director is permanently and totally disabled and unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death within twelve (12) months, or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or

(d) the Director becomes disqualified to act as a Director under section 111 of the Statute.

28 Proceedings of Directors

28.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be a majority of the Directors then in office.

28.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a Resolution of Directors. In the case of an equality of votes, the chairman shall not have a second or casting vote.

28.3 A person may participate in a meeting of the Directors or a meeting of any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

28.4 A Resolution of Directors in writing (in one or more counterparts) signed by all of the Directors or all of the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

28.5 A Director may, or other officer of the Company on the direction of a Director shall, call a meeting of the Directors by at least two (2) days' notice in writing to every Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis.*

28.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

28.7 The Directors may appoint a chairman of their board and determine the period for which he, she or it is to hold office; but if no such chairman is appointed, or if at any meeting the chairman is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.

28.8 All acts done by any meeting of the Directors or of a committee of the Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

29 Presumption of Assent

A Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the

minutes of the meeting or unless he or she shall file his or her written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

30 Directors' Interests

30.1 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his, her or its office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

30.2 A Director may act by himself or herself or by, through or on behalf of his, her or its firm in a professional capacity for the Company and he, she or it or his, her or its firm shall be entitled to remuneration for professional services as if he, she or it were not a Director.

30.3 A Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him or her as a director or officer of, or from his, her or its interest in, such other company.

30.4 No person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director holding office or of the fiduciary relationship thereby established. A Director shall be at liberty to vote in respect of any contract or transaction in which he, she or it is interested provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by him or her at or prior to its consideration and any vote thereon.

30.5 Any notice that a Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be deemed a general notice of such interest for the purposes of the Statute and be sufficient disclosure for the purposes of voting on a Resolution of Directors in respect of a contract or transaction in which he, she or it has an interest, and after such general notice it shall not be necessary to give a general or special notice relating to any particular transaction.

31 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors present at each meeting.

32 Delegation of Directors' Powers

32.1 Subject to the Statute, the Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also, subject to the Statute, delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him or her and the appointment of a managing director shall be revoked forthwith if he, she or it ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or

altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

32.2 Subject to the Statute, the Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

32.3 The Directors may adopt formal written charters for committees. Each of these committees shall be empowered to do all things necessary to exercise the rights of such committee set forth in the Articles and shall have such powers as the Directors may delegate pursuant to the Articles and as required by the rules and regulations of any Recognised Exchange, the Securities and Exchange Commission and/or any other competent regulatory authority or otherwise under applicable law.

32.4 Each of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee, if established, shall consist of such number of Directors as the Directors shall from time to time determine (or such minimum number as may be required from time to time by the rules and regulations of the Recognised Exchange (after giving effect to any applicable exemptions and phase-in of the accommodations).

32.5 For so long as any class of Shares is listed on a Recognised Exchange, the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee shall be made up of such number of Independent Directors as is required from time to time by the rules and regulations of the Recognised Exchange (after giving effect to any applicable exemptions and phase-in of the accommodations).

32.6 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

32.7 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him or her.

32.8 The Directors may appoint such officers of the Company (including any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his, her or its appointment an officer of the Company may be removed by Resolution of Directors or Resolution of Members. An officer of the Company may vacate his, her or its office at any time if he, she or it gives notice in writing to the Company that he, she or it resigns his, her or its office.

33 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

34 Remuneration of Directors

34.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred or sustained by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

34.2 The Directors may by Resolution of Directors approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his, her or its ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his, her or its remuneration as a Director.

35 Seal

35.1 The Company shall have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.

35.2 The Company may have for use in any place or places outside the British Virgin Islands a duplicate Seal or Seals each of which shall be a facsimile of the Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

35.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his, her or its signature alone to any document of the Company required to be authenticated by him or her under seal or to be filed wheresoever.

36 Dividends, Distributions and Reserve

36.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve by Resolution of Directors to pay Distributions on Shares in issue and authorise payment of the Distributions out of the funds of the Company lawfully available therefor. A dividend shall be deemed to be an interim dividend unless the terms of the Resolution of Directors pursuant to which the Directors resolve to pay such dividend specifically state that such dividend shall be a final dividend. No Distribution shall be authorised if such Distribution would cause the Company or its Directors to be in breach of the Statute.

36.2 The Directors may deduct from any Distribution payable to any Member all sums of money (if any) payable by him or her to the Company on account of calls or otherwise.

36.3 The Directors may resolve by Resolution of Directors that any Distribution or redemption be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

36.4 Except as otherwise provided by the rights attached to any Shares, Distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

36.5 The Directors may, before resolving to pay any Distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

36.6 Any Distribution, redemption payment, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, other Distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.

36.7 No Distribution or redemption payment shall bear interest against the Company.

36.8 Any Distribution or redemption payment which cannot be paid to a Member and/or which remains unclaimed after six (6) months from the date on which such Distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend or other Distribution shall remain as a debt due to the Member. Any Distribution or redemption payment which remains unclaimed after a period of six (6) years from the date on which such Distribution or redemption payment becomes payable shall be forfeited and shall revert to the Company.

37 Books of Account

37.1 The Directors shall cause proper books of account (including, where applicable, underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company, in accordance with the Statute.

37.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

37.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

38 Audit

38.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.

38.2 If the Shares (or depositary receipts therefor) are listed or quoted on the Recognised Exchange, the Company shall conduct an appropriate review of all related party transactions as required by the rules and regulations of any Recognised Exchange, the Securities and Exchange Commission and/or any other competent regulatory authority or otherwise under applicable law and shall utilise the Audit Committee for the review, approval and ratification, as the case may be, of potential conflicts of interest.

38.3 The remuneration of the Auditor shall be fixed by the Audit Committee (if one exists).

38.4 If the office of Auditor becomes vacant by resignation or death of the Auditor, or by his, her or its becoming incapable of acting by reason of illness or other disability at a time when his, her or its services are required, the Directors shall fill the vacancy and determine the remuneration of such Auditor.

38.5 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

39 Notices

39.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, fax or email to him or her or to his, her or its address as shown in the Register of Members (or where the notice is given by email by sending it to the email address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail. Notice may also be served by Electronic Communication in accordance with the rules of any Recognised Exchange or submitted to the SEC through its Electronic Data Gathering, Analysis and Retrieval system or by placing such notice on the Company's website.

39.2 Where a notice is sent by:

(a) courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third (3rd) day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier;

(b) post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth (5th) day (not including Saturdays or Sundays or public holidays in the British Virgin Islands) following the day on which the notice was posted;

(c) cable, fax or other similar electronic means service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted;

(d) email service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient;

(e) submission to the SEC through its Electronic Data Gathering, Analysis and Retrieval system; service of the notice shall be deemed to have been effected one hour after the notice or document was submitted;

(f) placing it on the Company's website; service of the notice shall be deemed to have been effected one hour after the notice or document was placed on the Company's website.

39.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

39.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his, her or its being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his, her or its death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

40 Winding Up

40.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, each Share will rank pari passu with each other Share in relation to the distribution of surplus assets on a winding up.

40.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and subject to contrary direction by Resolution of Members, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, subject to contrary direction by Resolution of Members, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, subject to contrary direction by Resolution of Members, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

41 Indemnity and Insurance

41.1 Subject to the Statute, every Director and officer of the Company (which for the avoidance of doubt, shall not include Auditors), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company to the fullest extent permissible under the Statue and the laws of the British Virgin Islands against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

41.2 Subject to the Statute, the Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

41.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

42 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

43 Transfer by Way of Continuation

The Company shall, subject to the provisions of the Statute, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the British Virgin Islands and to be deregistered in the British Virgin Islands.

44 Mergers and Consolidations

The Company shall, subject to the provisions of the Statute, have the power to merge or consolidate with one or more constituent companies (as defined in the Statute), upon such terms as the Directors may determine.

45 Corporate Opportunity

The Directors of the Company who are not employees of the Company (each a "**Specified Party**") have participated (directly or indirectly) in and may, and shall have no duty not to, continue to (A) participate (directly or indirectly) in venture capital and other direct investments in corporations, joint ventures, limited liability companies and other entities conducting business of any kind, nature or description ("**Other Investments**") and (B) have interests in, participate with and aid, and maintain seats on the boards of directors or similar governing bodies of, Other Investments, in each case that may, are or will be competitive with the business of the Company and its subsidiaries or in the same or similar lines of business as the Company and its subsidiaries, or that could be suitable for the Company or its subsidiaries. To the fullest extent permitted by applicable law, the Company, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Company and its subsidiaries in, or in being offered an opportunity to participate in, any such Other Investment or any business opportunities for such Other Investments that are from time to time presented to any Specified Party or are business opportunities in which a Specified Party participates or desires to participate, even if the Other Investment or business opportunity is one that the Company or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and each such Specified Party shall have no duty to communicate or offer any such Other Investment or business opportunity to the Company and, to the fullest extent permitted by applicable law, shall not be liable to the Company or any of its subsidiaries or any Member, including for breach of any fiduciary or other duty, by reason of the fact that such Specified Party (i) participates in any such Other Investment or pursues or acquires any such business opportunity, (ii) directs any such business opportunity to another person or (iii) fails to present any such Other Investment or business opportunity, or information regarding any such Other Investment or business opportunity, to the Company or its subsidiaries, unless such business opportunity is expressly offered to such Specified Party in writing solely in his or her capacity as a director of the Company.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

(Signed: Denery Moses)

Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

ANNEX E

Guggenheim Securities, LLC
330 Madison Avenue
New York, New York 10017
GuggenheimPartners.com

July 28, 2021

The Board of Directors
Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 10011

Members of the Board:

We understand that Queen's Gambit Growth Capital ("**GMBT**") and Swvl, Inc. ("**Swvl**") intend to enter into a Business Combination Agreement to be dated as of July 28, 2021 (the "**Agreement**") between and among Swvl, GMBT, Pivotal Holdings Corp, a wholly-owned subsidiary of Swvl ("**Holdings**"), Pivotal Merger Sub Company I, a wholly owned subsidiary of Holdings ("**Cayman Merger Sub"),** and Pivotal Merger Sub Company II, a wholly owned subsidiary of GMBT ("**BVI Merger Sub")**. Pursuant to the Agreement: (i) GMBT will merge (the "**GMBT Merger")** with and into Cayman Merger Sub, with Cayman Merger Sub being the surviving company in the GMBT Merger (the "**GMBT Surviving Company")**; (ii) concurrently with the GMBT Merger, Holdings will redeem each common share of Holdings outstanding immediately prior to the GMBT Merger for par value (the "Holdings **Redemption")**; (iii) following the GMBT Merger, the surviving company in the GMBT Merger will distribute all of the outstanding shares in BVI Merger Sub to Holdings (the "**BVI Merger Sub Distribution")**; and (iv) following the BVI Merger Sub Distribution, BVI Merger Sub will merge with and into Swvl (the "**Swvl Merger")** with Swvl being the surviving company in the Swvl Merger (the "**Swvl Surviving Company")**. The GMBT Merger, the Holding Redemption, the BVI Merger Sub Distribution and the Swvl Merger are collectively referred to herein as the "Transactions". In the GMBT Merger, (x) each of the outstanding shares of Cayman Merger Sub will become one outstanding share in the GMBT Surviving Company such that the GMBT Surviving Company shall become a wholly owned subsidiary of Holdings and (y) each of the outstanding Class A Ordinary Shares of GMBT (other than shares as to which dissenter's rights have been exercised and perfected under applicable law) will be exchanged for one Common Share A of Holdings and each of the outstanding Class B Ordinary Shares of GMBT will be exchanged for one Common Share B of Holdings and (z) each outstanding warrant to acquire a Class A Ordinary Share of GMBT issued by GMBT shall become a warrant to acquire one Common Share A of Holdings. In the Swvl Merger (w) each outstanding Common Share of BVI Merger Sub will be converted into one share in the Swvl Surviving Company such that the Swvl Surviving Company shall become a wholly owned subsidiary of Holdings, (x) each outstanding share of capital stock of Swvl (other than shares held in treasury and shares as to which dissenters' rights have been properly demanded under applicable law) shall become a number of Holdings Common Shares A equal to the Exchange Ratio (the "**Swvl Closing Consideration"),** (y) each outstanding option to acquire Swvl Common Shares B that are outstanding immediately prior to the Swvl Merger shall become an option to acquire a number of Holdings Common Shares A based upon the Exchange Ratio at an exercise price based upon the Exchange Ratio (the "Exchanged **Options")** and (z) each outstanding convertible note of Swvl (other than any exchangeable note) will be converted into a number of Holdings Common Shares A based upon the Exchange Ratio (the "**Convertible Note Conversion Shares")**. In addition, subject to the satisfaction of certain conditions, up to an additional 15,000,000 Holdings Common Shares A in the aggregate may be issued to holders of capital stock, such convertible notes and stock options of Swvl outstanding immediately before the Swvl Merger (the "**Earnout Shares")**. "**Exchange Ratio"** means the ratio of (i) the Company Merger Shares (as defined below) divided by (ii) the difference of (A) the number of outstanding shares of capital stock of Swvl immediately prior to the Swvl Merger (including the number of Swvl Common Shares A issuable upon the conversion of such

convertible notes) *minus* (B) the number of shares of capital stock of Swvl issued after the date of the Agreement and prior to the Swvl Merger in connection with certain transactions identified in the Agreement (the "**Identified Transactions")**. "**Company Merger Shares"** means a number of Holdings Common Shares A equal to the quotient obtained by dividing (a) the sum of (i) $1,000,000,000 *plus* (ii) the aggregate exercise price of all in-the-money stock options of Swvl outstanding immediately before the Swvl Merger by (b) $10.00. The Swvl Closing Consideration, the Exchanged Options, the Convertible Note Conversion Shares and the Earnout Shares are collectively referred to herein as the "**Swvl Merger Consideration".** In addition, we understand that GMBT and Holdings have entered into subscription agreements with certain investors pursuant to which Holdings will raise $100 million of equity capital at a price of $10.00 per share of Holdings Common Shares A, a portion of which will be funded to Swvl prior to the Swvl Merger in exchange for exchangeable notes in Swvl which will be exchanged in connection with the Swvl Merger for Holdings Common Shares A on the terms set forth in such exchangeable notes (the **"PIPE Financing")**. The terms and conditions of the Transactions are more fully set forth in the Agreement. Capitalized terms used but not defined in this opinion have the meanings set forth in the Agreement.

You have asked us to render our opinion as to whether the Swvl Merger Consideration is fair, from a financial point of view, to GMBT.

In connection with rendering our opinion, we have:

- Reviewed a draft of the Agreement dated as of July 27, 2021;
- Reviewed certain publicly available business and financial information regarding each of GMBT and Swvl;
- Reviewed certain non-public business and financial information regarding Swvl's business and future prospects (including certain financial projections for Swvl for the years ending December 31, 2021 through December 31, 2027 (the "**Financial Projections")** and certain other estimates and other forward-looking information), all as prepared by Swvl's senior management and reviewed by and discussed with and approved for our use by GMBT's senior management (collectively, the "**Internal Information")**.
- Discussed with GMBT's senior management their strategic and financial rationale for the Transactions;
- Discussed with GMBT's senior management and Swvl's senior management their respective views of Swvl's business, operations, historical and projected financial results and future prospects and the commercial, competitive and regulatory dynamics in the mass transit, shared economy sector;
- Performed discounted cash flow analyses based on the Financial Projections;
- Reviewed the valuation and financial metrics of certain precedent special purpose acquisition company business combination transactions that we deemed relevant in evaluating the Transactions;
- Compared the financial performance of Swvl and the transaction multiples implied by the Swvl Merger Consideration with corresponding data for certain publicly traded companies that we deemed relevant in evaluating Swvl; and
- Conducted such other studies, analyses, inquiries and investigations as we deemed appropriate.

With respect to the information used in arriving at our opinion:

- We have relied upon and assumed the accuracy, completeness and reasonableness of all industry, business, financial, legal, regulatory, tax, accounting, actuarial and other information provided by or discussed with GMBT or Swvl (including, without limitation, the Internal Information) or obtained from public sources, data suppliers and other third parties.
- We (i) do not assume any responsibility, obligation or liability for the accuracy, completeness, reasonableness, achievability or independent verification of, and we have not independently verified, any such information (including, without limitation, the Internal Information), (ii) express no view or opinion regarding the reasonableness or achievability of the Financial Projections, any other estimates and any other forward-looking information provided by GMBT or Swvl or the assumptions upon which any of the foregoing are based and (iii) have relied upon the assurances of GMBT's senior management that they are, and have assumed that Swvl's senior management are, unaware of any facts or circumstances that would make the Internal Information incomplete, inaccurate or misleading.
- Specifically, with respect to (i) the Financial Projections utilized in our analyses, (a) we have been advised by GMBT's senior management, and we have assumed, that the Financial Projections have been reasonably prepared on bases reflecting the best currently available estimates and judgments of Swvl's senior management as to the expected future performance of Swvl, (b) we have been advised by GMBT's senior management, and we have assumed, that the Financial Projections represent a reasonable basis upon which to evaluate the business and financial prospects of Swvl and (c) we have assumed that the Financial Projections have been reviewed by GMBT's Board of Directors with the understanding that such information will be used and relied upon by us in connection with rendering our opinion and (ii) any financial projections/forecasts, any other estimates and/or any other forward-looking information obtained by us from public sources, data suppliers and other third parties, we have assumed that such information is reasonable and reliable.
- In addition, we have relied upon (without independent verification and without expressing any view, opinion, representation, guaranty or warranty (in each case, express or implied)) the assessments, judgments and estimates of GMBT's senior management and Swvl's senior management as to, among other things, (i) the potential impact on Swvl of market, competitive and other trends in and prospects for, and governmental, regulatory and legislative matters relating to or affecting, the mass transit shared economy sector and related sectors, (ii) Swvl's existing and future technology and intellectual property and the associated risks thereto (including, without limitation, the probabilities and timing of successful geographic expansion, increasing customer utilization, and scaling of the SaaS business, compliance with relevant regulatory requirements; prospective prices and rider volume; the validity and life of patents with respect thereto; and the potential impact of competition thereon) and (iii) Swvl's existing and future relationships, agreements and arrangements with, and the ability to attract, retain and/or replace, key employees, suppliers and other commercial relationships (in each such case to the extent relevant to GMBT, the Transactions and its contemplated benefits). We have assumed that there will not be any developments with respect to any of the foregoing matters that would have a material adverse effect on GMBT, Swvl or the Transactions (including the contemplated benefits thereof) or that otherwise would be meaningful in any respect to our analyses or opinion.

In arriving at our opinion, we have not performed or obtained any independent appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of GMBT, Swvl or any other entity or the solvency or fair value of GMBT, Swvl or any other entity, nor have we been furnished with

any such appraisals. We are not legal, regulatory, tax, consulting, accounting, appraisal or actuarial experts and nothing in our opinion should be construed as constituting advice with respect to such matters; accordingly, we have relied on the assessments of GMBT's senior management, Swvl's senior management and GMBT's and Swvl's respective other professional advisors with respect to such matters. We have assumed that, for U.S. federal income tax purposes, (i) the GMBT Merger and the Holdings Redemption, taken together, qualify as a "reorganization" described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "IRC"), to which GMBT and Holdings are parties within the meaning of Section 368(b) of the IRC, (ii) the Swvl Merger and the conversion of Swvl's convertible notes (including the exchange of the exchangeable notes), taken together, qualify as a "reorganization" within the meaning of Section 368(a) of the IRC to which Holdings and Swvl are parties within the meaning of Section 368(b) of the IRC and (iii) the Agreement is a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). We are not expressing any view or rendering any opinion regarding the tax consequences of the Transactions to GMBT, Holdings, Swvl, or their respective securityholders.

In rendering our opinion, we have assumed that, in all respects meaningful to our analyses, (i) the final executed form of the Agreement will not differ from the draft that we have reviewed, (ii) GMBT, Swvl, Holdings, BVI Merger Sub and Cayman Merger Sub will comply with all terms and provisions of the Agreement and the agreements contemplated thereby, as will any other parties to such agreements and (iii) the representations and warranties of GMBT, Swvl and BVI Merger Sub contained in the Agreement are true and correct and all conditions to the obligations of each party to the Agreement to consummate the Transactions will be satisfied without any waiver, amendment or modification thereof. We also have assumed, with your consent, that (i) the Transactions will be consummated in a timely manner in accordance with the terms of the Agreement and in compliance with all applicable legal and other requirements, without any delays, limitations, restrictions, conditions, waivers, amendments or modifications (regulatory, tax-related or otherwise) that would have an adverse effect on GMBT, Holdings, Swvl or the Transactions (including their contemplated benefits) in any way meaningful to our analyses or opinion, (ii) any adjustments to the Swvl Merger Consideration in accordance with the Agreement or otherwise would not be meaningful to our analyses and opinion, (iii) the Identified Transactions, if consummated, have no impact on GMBT, Holdings, Swvl or the Transactions in any way meaningful to our analyses or opinion (other than being reflected in the Exchange Ratio), (iv) the PIPE Financing will be completed in accordance with its terms, and (v) the condition to Swvl's obligation to close under Section 8.03(f) of the Agreement will be satisfied.

Given GMBT's nature as a special purpose acquisition company and that Holdings is a holding company that was formed in connection with the Transactions, for purposes of our opinion and with GMBT's consent we have assumed a value of $10.00 per share of Holdings Common Shares A in calculating the value of the Holdings Common Shares A to be issued as the Swvl Merger Consideration under the Agreement, with such $10.00 value being based on GMBT's initial public offering price per share and GMBT's approximate cash per outstanding GMBT Class A Ordinary Share (excluding, for the avoidance of doubt, the dilutive impact of the Class B Ordinary Shares of GMBT (together with the Class A Ordinary Shares of GMBT, the "GMBT **Ordinary Shares")** or any warrants issued by GMBT). In rendering our opinion, we do not express any view or opinion as to the price or range of prices at which the (x) shares of GMBT Class A Ordinary Shares, GMBT Class B Ordinary Shares or other securities or financial instruments of or relating to GMBT may trade or otherwise be transferable at any time before the announcement or consummation of the Transactions or (y) the Holdings Common Shares A or Holdings Common Shares B or other securities or financial instruments of or relating to Holdings may trade or otherwise be transferable at any time before or after announcement or consummation of the Transactions.

We have acted as a financial advisor to GMBT in connection with the Transactions and will receive a customary fee for such services, which is payable upon successful consummation of the Transactions. In addition, GMBT has agreed to reimburse us for certain expenses and to indemnify us against certain liabilities arising out of our engagement.

Aside from our current engagement by GMBT, we have not been previously engaged during the past two years by GMBT, nor have we been previously engaged during the past two years by VNV Global AB ("Vostok") or Swvl or their respective affiliates, to provide financial advisory or investment banking services for which we received fees. As part of our current engagement by GMBT, Guggenheim Securities has acted as a placement agent on the PIPE Financing, for which services Guggenheim Securities expects to receive compensation in addition to the compensation agreed with GMBT in respect of our engagement as financial advisor in connection with the proposed business combination transaction.

We may seek to provide GMBT, Vostok, Swvl and their respective affiliates and portfolio companies with financial advisory and investment banking services unrelated to the Transactions in the future, for which services we would expect to receive compensation.

We and our affiliates and related entities engage in a wide range of financial services activities for our and their own accounts and the accounts of customers, including but not limited to: asset, investment and wealth management; insurance services; investment banking, corporate finance, mergers and acquisitions and restructuring; merchant banking; fixed income and equity sales, trading and research; and derivatives, foreign exchange and futures. In the ordinary course of these activities, we and our affiliates and related entities may (i) provide such financial services to GMBT, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies, for which services we and our affiliates and related entities may have received, and may in the future receive, compensation and (ii) directly and indirectly hold long and short positions, trade and otherwise conduct such activities in or with respect to loans, debt and equity securities and derivative products of or relating to GMBT, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies. Furthermore, we and our affiliates and related entities and our or their respective directors, officers, employees, consultants and agents may have investments in GMBT, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies.

Consistent with applicable legal and regulatory guidelines, we have adopted certain policies and procedures to establish and maintain the independence of our research departments and personnel. As a result, our research analysts may hold views, make statements or investment recommendations and publish research reports with respect to GMBT, Vostok, Swvl, other participants in the Transactions and their respective affiliates and portfolio companies, the sectors in which they operate and the Transactions that differ from the views of our investment banking personnel.

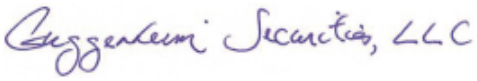
Our opinion has been provided to GMBT's Board of Directors (in its capacity as such) for its information and assistance in connection with its evaluation of the Transactions. Our opinion may not be disclosed publicly, made available to third parties or reproduced, disseminated, quoted from or referred to at any time, in whole or in part, without our prior written consent; *provided, however,* that this letter may be included in its entirety in any proxy statement/prospectus to be distributed to the holders of GMBT Ordinary Shares in connection with the Transactions.

Our opinion and any materials provided in connection therewith do not constitute a recommendation to GMBT's Board of Directors with respect to the Transactions, nor does our opinion or any summary of our underlying analyses constitute advice or a recommendation to any holder of GMBT Ordinary Shares as to how to vote or act
in connection with the Transactions or otherwise (including whether or not holders of GMBT Class A Ordinary Shares should redeem their shares or exercise any dissenters' rights under applicable law). Our opinion does not address GMBT's underlying business or financial decision to pursue or effect the Transactions, the relative merits of the Transactions as compared to any alternative business or financial strategies that might exist for GMBT, the financing or funding of the Transactions by GMBT or the effects of any other transaction in which GMBT might engage. Our opinion addresses only the fairness, from a financial point of view and as of the date hereof, of the Swvl Merger Consideration to the extent expressly specified herein. We do not express any view or opinion as to (i) any other term, aspect or implication of (a) the Transactions (including, without limitation, the form or structure of the Transactions) or the Agreement, (b) the PIPE Investment, (c) the Company Transaction Support Agreement, the SPAC Shareholder Support Agreement, the Sponsor Agreement, the Employment Agreement, the Registration Rights Agreement, the Lock-Up Agreement or the Holdings Shareholders Agreement (each as defined in the Agreement) or (d) any other agreement, transaction document or instrument contemplated by the Agreement or to be entered into or amended in connection with the Transactions or (ii) the fairness, financial or otherwise, of the Transactions to, or of any consideration to be paid to or received by, the holders of any class of securities (including Queen's Gambit Holdings LLC (the "Sponsor")), creditors or other constituencies of GMBT, Holdings or Swvl except to the extent expressly specified herein. Our opinion (i) does not address the individual circumstances of specific holders of GMBT's securities (including GMBT Class B Ordinary Shares and warrants) with respect to rights or aspects which may distinguish such holders or GMBT's securities (including GMBT Class B Ordinary Shares and warrants) held by such holders, (ii) does not address, take into consideration or give effect to any existing or future rights, preferences, restrictions or limitations or other attributes of any such securities (including GMBT Class B Ordinary Shares and warrants or Holdings Common Shares A and warrants) or holders (including the Sponsor) and (iii) does not in any way address proportionate allocation or relative fairness (including, without limitation, the allocation of any consideration among or within any classes or groups of security holders or other constituents of GMBT or any other party). We also do not address, or express a view with respect to, any acquisition of control or effective control of GMBT by any shareholder or group of shareholders of GMBT. Furthermore, we do not express any view or opinion as to the fairness, financial or otherwise, of the amount or nature of any compensation payable to or to be received by the Sponsor or any of GMBT's or Swvl's directors, officers or employees, or any class of such persons, in connection with the Transactions relative to the Swvl Merger Consideration or otherwise.

Our opinion has been authorized for issuance by our Fairness Opinion and Valuation Committee. Our opinion is subject to the assumptions, limitations, qualifications and other conditions contained herein and is necessarily based on economic, business, capital markets and other conditions, and the information made available to us, as of the date hereof. As GMBT is aware, the global capital markets have been experiencing and remain subject to significant volatility, and Guggenheim Securities expresses no view or opinion as to any potential effects of such volatility on GMBT, Swvl or the Transactions. We assume no responsibility for updating or revising our opinion based on facts, circumstances or events occurring after the date hereof.

Based on and subject to the foregoing, it is our opinion that, as of the date hereof, the Swvl Merger Consideration is fair, from a financial point of view, to GMBT.

Very truly yours,



GUGGENHEIM SECURITIES, LLC

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

Subject to the provisions of the BVI Companies Act, the Holdings Public Company Articles provide that Holdings may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who:

a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director or officer of Holdings; or

b) is or was, at the request of Holdings, serving as a director or officer of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.

Pursuant to the BVI Companies Act, the indemnity applies only to a person who has acted honestly and in good faith and in what he believed to be the best interests of Holdings and, in the case of criminal proceedings, provided the person had no reasonable cause to believe that his conduct was unlawful. Holdings shall not indemnify a person who has not so acted, and any indemnity given to such a person is void and of no effect.

The termination of any proceedings by any judgement, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of Holdings or that the person had reasonable cause to believe that his conduct was unlawful.

Expenses, including legal fees, incurred by a director in defending any legal, administrative or investigative proceedings may be paid by Holdings in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the director to repay the amount if it shall ultimately be determined that the director is not entitled to be indemnified by Holdings in accordance with the Holdings Public Company Articles.

Expenses, including legal fees, incurred by a former director in defending any legal, administrative or investigative proceedings may be paid by Holdings in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the former director to repay the amount if it shall ultimately be determined that the former director is not entitled to be indemnified by Holdings in accordance with the Holdings Public Company Articles and upon such other terms and conditions, if any, as Holdings deems appropriate.

The indemnification and advancement of expenses provided by, or granted pursuant to, the Articles of Association is not exclusive of any other rights to which the person seeking indemnification or advancement of expenses may be entitled under any agreement, resolution of members, resolution of disinterested directors or otherwise, both as to acting in the person’s official capacity and as to acting in another capacity while serving as a director of Holdings.

Holdings may purchase and maintain insurance in relation to any person who is or was a director of Holdings, or who at the request of Holdings is or was serving as a director of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not Holdings has or would have had the power to indemnify the person against the liability under the Holdings Public Company Articles.

Holdings intends to enter into indemnification agreements with its directors and executive officers, pursuant to which Holdings will agree to indemnify each such person in connection with threatened, pending or completed actions, suits or proceedings to which such person has been made a party or in which such person becomes involved by reason of the fact that he is or was a director or officer of Holdings.

In addition, Holdings intends to maintain standard policies of insurance under which coverage is provided to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and to Holdings with respect to payments which may be made by Holdings to such directors and officers pursuant to the above indemnification provision or otherwise as a matter of law.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) **Exhibits:**

Exhibit Number	Exhibit Description
2.1 †	Business Combination Agreement, dated July 28, 2021 by and among SPAC, Swvl, Holdings, Cayman Merger Sub, and BVI Merger Sub. (attached as Annex A to the proxy statement/prospectus that forms a part of this registration statement).
3.1*	Memorandum and Articles of Association of Holdings
3.2*	Form of Amended and Restated Memorandum and Articles of Holdings (to be effective upon consummation of the SPAC Merger) (attached as Annex C to the proxy statement/prospectus that forms a part of this registration statement).
3.3*	Form of Second Amended and Restated Memorandum and Articles of Association of Holdings (to be effective upon consummation of the Company Merger) (attached as Annex D to the proxy statement/prospectus that forms a part of this registration statement).
4.1#	Specimen Holdings Units Certificate.
4.2#	Specimen Holdings Common Share A Certificate.
4.3#	Specimen Holdings Warrant Certificate.
5.1#	Opinion of Maples and Calder with respect to the legality of the Holdings Units, Holdings Common Shares A and Holdings Warrants being registered.
5.2#	Opinion of Cravath, Swaine & Moore LLP with respect to the legality of the Holdings Warrants being registered.
8.1*	Form of opinion of Vinson & Elkins L.L.P. regarding certain U.S. tax matters.
10.1	Form of Swvl Transaction Support Agreement (filed with SPAC's Current Report on Form 8-K (File No. 001-39908) filed with the SEC on July 28, 2021).
10.2*	Form of SPAC Shareholder Support Agreement.

10.3	Holdings Shareholders' Agreement, dated as of July 28, 2021, by and among Holdings, the Sponsor and certain shareholders of Holdings (filed with SPAC's Current Report on Form 8-K (File No. 001-39908) filed with the SEC on July 28, 2021).	
10.4	Registration Rights Agreement, dated July 28, 2021 by and among Swvl, SPAC, the Sponsor, Holdings and certain shareholders of Swvl (filed with SPAC's Current Report on Form 8-K (File No. 001-39908) filed with the SEC on July 28, 2021).	
10.5	Form of Lock-Up Agreement (filed with SPAC's Current Report on Form 8-K (File No. 001-39908) filed with the SEC on July 28, 2021).	
10.6	Sponsor Agreement, dated July 28, 2021, by and among SWVL, SPAC and the Sponsor (filed with SPAC's Current Report on Form 8-K (File No. 001-39908) filed with the SEC on July 28, 2021).	
10.7*	Form of Swvl Exchangeable Note.	
10.8* †	Agreement for the Sale and Purchase of Shares of Shotl Transportation, S.L., dated as of August 18, 2021, by and among Swvl Global FZE, Swvl, Marfina, S.L., Camina Lab, S.L., Mr. Osvald Martret Martinez and Mr. Gerard Martret Martinez.	
10.9* ††	Form of Holdings Omnibus Incentive Plan.	
10.10* ††	Employment Agreement of, dated July 28, 2021, by and among Mostafa Kandil, Holdings and Swvl Global FZE.	
10.11* ††	Employment Agreement of, dated May 30, 2021, by and between Swvl Global FZE and Youssef Salem.	
10.12* ††	Swvl 2019 Share Option Plan.	
10.13* ††	Amendement to the Swvl 2019 Share Option Plan, dated July 28, 2021.	
10.14* ††	Form of Award Agreement to the Swvl 2019 Share Option Plan.	
21.1#	Subsidiaries of Holdings.	
23.1*	Consent of Grant Thornton Audit and Accounting Limited (Dubai Branch).	
23.2*	Consent of WithumSmith+Brown, PC.	
23.3#	Consent of Maples and Calder (included in Exhibit 5.1).	
23.4#	Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.2).	
23.5*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 8.1).	
99.1#	Form of Proxy Card for SPAC Shareholders' Meeting.	
99.2*	Consent of Guggenheim Securities, LLC.	
99.3*	Consent of Esther Dyson to be named as a director.	
99.4*	Consent of Lone Fonss Schroder to be named as a director.	
99.5*	Consent of Victoria Grace to be named as a director.	
99.6#	Consent of	to be named as a director.
99.7#	Consent of	to be named as a director.
99.8#	Consent of	to be named as a director.
99.9#	Consent of	to be named as a director.
99.10#	Consent of	to be named as a director.

* **Filed herewith**
\# To be filed by amendment

† Schedules to this exhibit have been omitted pursuant to Item 601(a)(5) of Registration S-K. The Registrant hereby agrees to furnish a copy of any omitted schedules to the Commission upon request.
†† Indicates a management contract or compensatory plan.

Item 22. ***Undertakings***

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and shall be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus shall contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

The registrant undertakes that every prospectus: (1) that is filed pursuant to the immediately preceding paragraph, or (2) that purports to meet the requirements of Section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, shall be filed as a part of an amendment to the registration statement and shall not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dubai, on September 24, 2021.

PIVOTAL HOLDINGS CORP

By: /s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Director

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on September 24, 2021.

Signature	Title
/s/ Mostafa Kandil Mostafa Kandil	Chief Executive Officer and Director (Principal Executive Officer)
/s/ Youssef Salem Youssef Salem	Chief Financial Officer and Director (Principal Financial Officer and Principal Accounting Officer)

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act of 1933, as amended, the undersigned, a duly authorized representative of Pivotal Holdings Corp in the United States, has signed the registration statement in the City of New York, State of New York on September 24, 2021.

COGENCY GLOBAL INC.

By: /s/ Colleen A. De Vries
Name: Colleen A. De Vries
Title: Senior Vice-President on behalf of Cogency Global Inc.

BVI Co. No.: 2070410

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

Pivotal Holdings Corp

Incorporated this 23rd day of July 2021

Maples Corporate Services (BVI) Limited
Kingston Chambers
PO Box 173
Road Town, Tortola
British Virgin Islands

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Pivotal Holdings Corp

1 The name of the Company is Pivotal Holdings Corp.

2 The Company is a company limited by shares.

3 The first Registered Office of the Company shall be at the offices of Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Office of the Company by Resolution of Directors or Resolution of Members.

4 The first Registered Agent of the Company will be Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. The Directors or Members may from time to time change the Registered Agent of the Company by Resolution of Directors or Resolution of Members.

5 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the British Virgin Islands.

6 The liability of each Member is limited to the amount unpaid on such Member's shares.

7 The Company is authorised to issue a maximum of 50,000 shares divided into two classes as follows:

7.1 25,000 Class A Ordinary Shares with a par value of US$0.0001 per share (the "**Class A Shares**"); and

7.2 25,000 Class B Ordinary Shares with a par value of US$0.0001 per share (the "**Class B Shares**"),

each Share having the rights and restrictions set out in the Memorandum and Articles.

8 For the purposes of section 9 of the Statute, any rights, privileges, restrictions and conditions attaching to any of the Shares as provided for in the Memorandum and Articles are deemed to be set out and stated in full in the Memorandum

9 Each Class A Share confers on the holder:

(a) the right to one vote on any Resolution of Members;

(b) the right to an equal share in any dividend paid by the Company in accordance with the Statute; and

(c) the right to an equal share in the distribution of the surplus assets of the Company.

10 Each Class B Share confers on the holder:

(a) the right to one vote on any Resolution of Members;

(b) the right to an equal share in any dividend paid by the Company in accordance with the Statute; and

(c) the right to an equal share in the distribution of the surplus assets of the Company.

11 Shares may only be issued as registered shares and the Company is not authorised to issue bearer shares. Registered shares may not be exchanged for bearer shares or converted to bearer shares.

12 Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

13 Subject to the provisions of the Statute, the Company may from time to time amend the Memorandum of Association or the Articles of Association by Resolution of Members or Resolution of Directors.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

/s/ Denery Moses
Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT (AS AMENDED)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Pivotal Holdings Corp

1 Interpretation

1.1 In the Articles, unless there is something in the subject or context inconsistent therewith:

"**Alternate Director**"	means a person appointed as an alternate director in accordance with the Statute and the Articles.
"**Articles**"	means these articles of association of the Company.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"**Class A Shares**"	has the meaning given to that term in clause 7.1;
"**Class B Shares**"	has the meaning given to that term in clause 7.2;
"**Company**"	means the above named company.
"**Directors**"	means the directors for the time being of the Company.
"**Distribution**"	means any distribution (including an interim or final dividend).
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Act.
"Electronic Transactions Act"	means the Electronic Transactions Act, 2001 of the British Virgin Islands.
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.
"**Recognised Exchange**"	has the same meaning as in the Statute.
"**Register of Members**"	means the register of Members maintained in accordance with the Statute.

"**Registered Agent**"	means the registered agent for the time being of the Company.
"**Registered Office**"	means the registered office for the time being of the Company.
"**Resolution of Directors**"	means: a) a resolution passed by a unanimous vote of the Directors or unanimous votes of the members of a committee of the Directors as, being entitled to do so, vote at a meeting of the Directors or a meeting of a committee of the Directors; or b) a resolution in writing signed by all of the Directors or all of the members of a committee of the Directors, provided that, in each case, in respect of a resolution relating to the removal of any Director or the vacation of office of any Director, all of the Directors other than the Director who is the subject of such resolution must approve either by voting in favour of, or signing, such Resolution of Directors.
"**Resolution of Members**"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a written resolution signed by or on behalf of an absolute majority of the Members. In computing the majority when a poll is demanded, and in the case of a written resolution, regard shall be had to the number of votes to which each Member is entitled by the Articles.
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**Share**"	means a share in the Company and includes a fraction of a share in the Company.
"**Statute**"	means the BVI Business Companies Act of the British Virgin Islands.
"**Treasury Share**"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(h) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(i) headings are inserted for reference only and shall be ignored in construing the Articles;

(j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(k) any requirements as to execution or signature under the Articles including the execution of the Memorandum and Articles themselves can be satisfied in the form of an electronic signature as provided for in the Electronic Transactions Act;

(l) section 8(2) of the Electronic Transactions Act shall not apply;

(m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect;

(n) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share;

(o) the term "simple majority" in relation to a Resolution of Members means a majority of those entitled to vote on the resolution and actually voting on the resolution (and absent Members, Members who are present but do not vote, blanks and abstentions are not counted); and

(p) the term "absolute majority" in relation to a Resolution of Members means a majority of all those entitled to vote on the resolution regardless of how many actually vote or abstain.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of any monies of the Company, all expenses incurred in the formation and establishment of the Company, including the expenses of incorporation.

3 Issue of Shares

3.1 Subject to the Statute and the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Distribution, voting, return of investment or otherwise and to such persons, at such times, for such consideration, and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. A bonus share issued by the Company shall be deemed to have been fully paid for on issue.

3.2 The Company may issue rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company on such terms as the Directors may from time to time determine.

3.3 The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.

3.4 Section 46 of the Statute does not apply to the Company.

4 Register of Members

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 Where Shares are listed on a Recognised Exchange, the Directors may determine that the Company shall maintain or cause to be maintained its Register of Members in such manner and form as is customary for such Recognised Exchange.

5 Closing Register of Members and Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at a meeting of Members or Members entitled to receive payment of a Distribution, the date on which notice of the meeting is sent or the date on which the Resolution of Directors resolving to pay such Distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve by Resolution of Directors that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors or shall be given under Seal. The Directors may authorise certificates to be issued with the authorised signature(s) or Seal affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

7.1 Shares are transferable subject to the approval of the Directors by resolution who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if registration as a holder of the Shares imposes a liability to the Company on the transferee, signed by or on behalf of the transferee) and contain the name and address of the transferee. The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

7.3 Where Shares are listed on a Recognised Exchange in accordance with Section 54A of the Statute, the Shares may be transferred without the need for a written instrument of transfer if the transfer is carried out in accordance with the law, rules, procedures and other requirements applicable to shares listed on the Recognised Exchange and Articles 7.1 and 7.2 shall be interpreted accordingly.

8 Redemption, Repurchase and Surrender of Shares

8.1 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the terms attached to Shares, as specified in the Memorandum and the Articles, may provide for such Shares to be redeemed or to be liable to be redeemed at the option of the Member or the Company on such terms as so specified.

8.2 Subject to the provisions of the Statute (save that sections 60, 61 and 62 of the Statute shall not apply to the Company), the Company may purchase or otherwise acquire its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.

8.3 The Company may make a payment in respect of the redemption, purchase or other acquisition of its own Shares in any manner permitted by the Statute.

8.4 The Directors may accept the surrender for no consideration of any fully paid Share including, for the avoidance of doubt, a Treasury Share. Any such surrender shall be in writing and signed by the Member holding the Share or Shares.

9 Treasury Shares

Subject to the Statute, the Directors may, prior to the purchase, redemption or surrender of any Share, resolve by Resolution of Directors that such Share shall be held as a Treasury Share.

10 Variation of Rights of Shares

10.1 If at any time the authorised Shares are divided into different classes of Shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied without the consent of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the sanction of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

10.2 For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.

10.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

11 Commission on Sale of Shares

The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or, subject to the Statute, the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

12 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

13 Lien on Shares

13.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

13.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently due and payable, and is not paid within fourteen clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

13.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.

13.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

14 Call on Shares

14.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares, and each Member shall (subject to receiving at least fourteen clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

14.2 A call shall be deemed to have been made at the time when the Resolution of Directors authorising such call was passed.

14.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

14.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

14.5 An amount payable in respect of a Share on issue or allotment or at any fixed date shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

14.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

14.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

14.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a dividend or other Distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

15 Forfeiture of Shares

15.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

15.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a Resolution of Directors. Such forfeiture shall include all Distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

15.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

15.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited.

15.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

15.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time as if it had been payable by virtue of a call duly made and notified.

16 Transmission of Shares

16.1 If a Member dies the survivor or survivors (where he was a joint holder) or his legal personal representatives (where he was a sole holder), shall be the only persons recognised by the Company as having any title to his Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he was a joint or sole holder.

16.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him to the Company, either to become the holder of such Share or to have some person nominated by him registered as the holder of such Share. If he elects to have another person registered as the holder of such Share he shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution, as the case may be.

16.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Distributions and other advantages to which he would be entitled if he were the holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Distributions or other monies payable in respect of the Share until the requirements of the notice have been complied with.

17 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by Resolution of Directors or Resolution of Members change the location of its Registered Office and its Registered Agent, provided that the Company's Registered Office shall at all times be the office of the Registered Agent. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

18 General Meetings

18.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

18.2 The Company may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and, where called, shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint.

18.3 The Directors may, by Resolution of Directors, call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

18.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than ten per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the issued Shares which as at that date carry the right to vote in respect of the matter for which the meeting is requested.

18.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

18.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said twenty-one day period.

18.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

19 Notice of General Meetings

19.1 At least seven clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all of the Members entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving that right.

19.2 Notwithstanding any other provision of the Articles, the accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice, or the accidental failure to refer in any notice or other document to a meeting as an "annual general meeting" or "extraordinary general meeting", as the case may be, shall not invalidate the proceedings of that general meeting.

20 Proceedings at General Meetings

20.1 No business shall be transacted at any general meeting unless a quorum is present. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.

20.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

20.3 A resolution in writing (in one or more counterparts) signed by or on behalf of Members representing an absolute majority of the votes of Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall, without the need for any advance notice, be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held. If any Resolution of Members in writing is passed otherwise than by the unanimous written consent of all Members, a copy of such resolution shall be sent to all Members by whom (or on whose behalf) the resolution has not been signed, but the accidental omission to send such a copy to, or the non receipt of a copy by, any person entitled to receive such copy shall not invalidate the resolution.

20.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

20.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

20.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.

20.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.8 When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

20.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten per cent. in par value (if all the issued Shares have a par value), or otherwise by number of the Shares giving a right to attend and vote at the meeting demand a poll.

20.10 Unless a poll is duly demanded and the demand is not withdrawn a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

20.11 The demand for a poll may be withdrawn.

20.12 Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

20.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

20.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote.

21 Votes of Members

21.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he is the holder.

21.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

21.3 A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

21.4 No person shall be entitled to vote at any general meeting unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then due and payable by him in respect of Shares have been paid.

21.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.

21.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

21.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he is appointed.

22 Proxies

22.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.

22.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.

22.3 The chairman may in any event at his discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.

22.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

22.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

23 Corporate Members

Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member.

24 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company (including Treasury Shares) shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

25 Directors

There shall be a board of Directors consisting of not less than one person (exclusive of Alternate Directors). The first Director(s) of the Company shall be appointed by the Registered Agent.

26 Powers and Duties of Directors

26.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Resolution of Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

26.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

26.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

26.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

26.5 A Director, in exercising his powers or performing his duties, shall act honestly and in good faith and in what the Director believes to be in the best interests of the Company.

26.6 Notwithstanding the foregoing Article:

(a) if the Company is a wholly-owned subsidiary, a Director may, when exercising powers or performing duties as a Director, act in a manner which he believes is in the best interests of the Company's parent even though it may not be in the best interests of the Company;

(b) if the Company is a subsidiary, but not a wholly-owned subsidiary, a Director may, when exercising powers or performing duties as a Director, with the prior agreement of all the Members, other than its parent, act in a manner which he believes is in the best interests of the Company's parent even though it may not be in the best interests of the Company; and

(c) if the Company is carrying out a joint venture between the Members, a Director may, when exercising powers or performing duties as a Director in connection with the carrying out of the joint venture, act in a manner which he believes is in the best interests of a Member or Members, even though it may not be in the best interests of the Company.

26.7 Section 175 of the Statute shall not apply to the Company.

27 Appointment and Removal of Directors

27.1 The Company may by Resolution of Members or Resolution of Directors appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by the Articles as the maximum number of Directors.

27.2 The Company may by Resolution of Members or Resolution of Directors remove any Director with or without cause.

27.3 Sections 114(2) and 114(3) of the Statute shall not apply to the Company.

28 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that he resigns the office of Director; or

(b) the Director absents himself (for the avoidance of doubt, without being represented by proxy or an Alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a Resolution of Directors confirming that he has by reason of such absence vacated office; or

(c) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(d) the Director is found to be or becomes of unsound mind; or

(e) all of the other Directors (being not less than two in number) determine that he should be removed as a Director, either by Resolution of Directors passed by all of the other Directors at a meeting of the Directors duly convened and held in accordance with the Articles or by Resolution of Directors in writing signed by all of the other Directors; or

(f) the Director becomes disqualified to act as a Director under section 111 of the Statute.

29 Proceedings of Directors

29.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an Alternate Director shall, if his appointor is not present, be counted in the quorum. A Director who also acts as an Alternate Director shall, if his appointor is not present, count twice towards the quorum.

29.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an Alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

29.3 A person may participate in a meeting of the Directors or a meeting of any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

29.4 A Resolution of Directors in writing (in one or more counterparts) signed by all of the Directors or all of the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution (an Alternate Director being entitled to sign such a resolution on behalf of his appointor and if such Alternate Director is also a Director, being entitled to sign such resolution both on behalf of his appointer and in his capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

29.5 A Director or Alternate Director may, or other officer of the Company on the direction of a Director or Alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and Alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis.*

29.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

29.7 The Directors may elect a chairman of their board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.

29.8 All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an Alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or Alternate Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or Alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

30 Presumption of Assent

A Director or Alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or Alternate Director who voted in favour of such action.

31 Directors' Interests

31.1 A Director or Alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

31.2 A Director or Alternate Director may act by himself or by, through or on behalf of his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or Alternate Director.

31.3 A Director or Alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or Alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

31.4 No person shall be disqualified from the office of Director or Alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which

any Director or Alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or Alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or Alternate Director holding office or of the fiduciary relationship thereby established. A Director (or his Alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or Alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

31.5 Any notice that a Director or Alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be deemed a general notice of such interest for the purposes of the Statute and be sufficient disclosure for the purposes of voting on a Resolution of Directors in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give a general or special notice relating to any particular transaction.

32 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or Alternate Directors present at each meeting.

33 Delegation of Directors' Powers

33.1 Subject to the Statute, the Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also, subject to the Statute, delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him provided that an Alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.2 Subject to the Statute, the Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.3 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

33.4 Subject to the Statute, the Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

33.5 The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer of the Company may be removed by Resolution of Directors or Resolution of Members. An officer of the Company may vacate his office at any time if he gives notice in writing to the Company that he resigns his office.

34 Alternate Directors

34.1 Any Director (but not an Alternate Director) may appoint any other Director, or any other person willing to act, to be his Alternate Director.

34.2 An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director.

34.3 Any appointment or removal of an Alternate Director shall be undertaken in accordance with the Statute.

34.4 An Alternate Director shall have the rights and shall be subject to the liabilities described in the Statute in relation to his acts or omissions while appointed as an Alternate Director.

35 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

36 Remuneration of Directors

36.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

36.2 The Directors may by Resolution of Directors approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his ordinary routine work as a Director.

Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

37 Seal

37.1 The Company shall have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.

37.2 The Company may have for use in any place or places outside the British Virgin Islands a duplicate Seal or Seals each of which shall be a facsimile of the Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

37.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed wheresoever.

38 Dividends, Distributions and Reserve

38.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve by Resolution of Directors to pay Distributions on Shares in issue and authorise payment of the Distributions out of the funds of the Company lawfully available therefor. A dividend shall be deemed to be an interim dividend unless the terms of the Resolution of Directors pursuant to which the Directors resolve to pay such dividend specifically state that such dividend shall be a final dividend. No Distribution shall be authorised if such Distribution would cause the Company or its Directors to be in breach of the Statute.

38.2 The Directors may deduct from any Distribution payable to any Member all sums of money (if any) payable by him to the Company on account of calls or otherwise.

38.3 The Directors may resolve by Resolution of Directors that any Distribution or redemption be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

38.4 Except as otherwise provided by the rights attached to any Shares, Distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

38.5 The Directors may, before resolving to pay any Distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

38.6 Any Distribution, redemption payment, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of

the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, other Distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.

38.7 No Distribution or redemption payment shall bear interest against the Company.

38.8 Any Distribution or redemption payment which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend or other Distribution shall remain as a debt due to the Member. Any Distribution or redemption payment which remains unclaimed after a period of six years from the date on which such Distribution or redemption payment becomes payable shall be forfeited and shall revert to the Company.

39 Books of Account

39.1 The Directors shall cause proper books of account (including, where applicable, underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company, in accordance with the Statute.

39.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

39.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

40 Audit

40.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.

40.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

40.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at any time during their term of office, upon request of the Directors or any general meeting of the Members.

41 Notices

41.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, fax or email to him or to his address as shown in the Register of Members (or where the notice is given by email by sending it to the email address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.

41.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the British Virgin Islands) following the day on which the notice was posted. Where a notice is sent by cable or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by email service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient.

41.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

41.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

42 Winding Up

42.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, each Share will rank pari passu with each other Share in relation to the distribution of surplus assets on a winding up.

42.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and subject to contrary direction by Resolution of Members, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, subject to contrary direction by Resolution of Members, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, subject to contrary direction by Resolution of Members, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

43 Indemnity and Insurance

43.1 Subject to the Statute, every Director and officer of the Company (which for the avoidance of doubt, shall not include Auditors), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

43.2 Subject to the Statute, the Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

43.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

44 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

45 Transfer by Way of Continuation

The Company shall, subject to the provisions of the Statute, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the British Virgin Islands and to be deregistered in the British Virgin Islands.

46 Mergers and Consolidations

The Company shall, subject to the provisions of the Statute, have the power to merge or consolidate with one or more constituent companies (as defined in the Statute), upon such terms as the Directors may determine.

We, Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands in our capacity as registered agent for the Company hereby apply to the Registrar for the incorporation of the Company this 23rd day of July 2021.

Incorporator

/s/ Denery Moses
Denery Moses
Authorised Signatory
Maples Corporate Services (BVI) Limited

Exhibit 8.1

Vinson&Elkins

September 24, 2021

Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 1001

Re: Queen's Gambit Growth Capital Tax Opinion

Ladies and Gentlemen:

We have acted as counsel for Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("**Queen's Gambit**"), in connection with the Business Combination Agreement, dated as of July 28, 2021 (as amended and supplemented through the date hereof, the "**Business Combination Agreement**"),[1] by and among Queen's Gambit, Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands ("**Swvl**"), Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned direct subsidiary of Swvl ("**Holdings**"), Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings ("**Queen's Gambit Merger Sub**"), and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned direct subsidiary of Queen's Gambit ("**Swvl Merger Sub**").

Pursuant to the Business Combination Agreement, Queen's Gambit will change its jurisdiction of incorporation from the Cayman Islands to the British Virgin Islands by merging with and into Queen's Gambit Merger Sub, with Queen's Gambit Merger Sub surviving the merger and the Queen's Gambit owners becoming the sole owners of Holdings with ownership identical to that of Queen's Gambit (the "**SPAC Merger**"). This opinion is being delivered in connection with the registration statement on Form F-4 (File No. [●]) initially filed by Holdings on [●], 2021, including the proxy statement/prospectus contained therein and the exhibits and schedules thereto, relating to the transactions contemplated by the Business Combination Agreement (as amended through the date hereof, the "**Form F-4**").

In providing our opinion, we have examined the Business Combination Agreement, the Form F-4 and such other documents, records, and papers as we have deemed necessary or appropriate in order to give the opinion set forth herein. Further, in providing our opinion, we have assumed (without any independent investigation or review thereof) that:

[1] Except as otherwise provided, capitalized terms used but not defined herein have the meaning ascribed to them in the Business Combination Agreement.

(i) the SPAC Merger and the other transactions contemplated by the Business Combination Agreement (collectively, the "**Transactions**") will be consummated in accordance with the provisions of the Business Combination Agreement and as described in the Form F-4 (and no covenants or conditions described therein and affecting this opinion will be waived or modified), and the Transactions will be effective under applicable corporate law as described in the Business Combination Agreement and the other agreements referred to therein;

(ii) all of the information, facts, statements, representations, and covenants set forth in (A) the Business Combination Agreement, the Form F-4, the other agreements referred to in the Business Combination Agreement and the Form F-4, the registration statement filed in connection with Queen's Gambit's initial public offering, and Queen's Gambit's other public filings (collectively, the "**Documents**"), and (B) the officer's certificates, dated the date hereof, provided to us by Queen's Gambit and Holdings (the "**Officer's Certificates**") are true, correct, and complete in all respects and will remain true, correct, and complete in all respects at all times up to and including the completion of the Transactions, and no actions have been taken or will be taken that are inconsistent with such factual statements, descriptions, or representations or that will make any such factual statements, descriptions, or representations untrue, incomplete, or incorrect through the consummation of the SPAC Merger and the other Transactions;

(iii) any representations and statements made in any of the Documents or the Officer's Certificates qualified by knowledge, belief, or materiality (or comparable qualification) are true, complete, and correct in all respects and will continue to be true, complete, and correct in all respects at all times up to and including the completion of the Transactions, in each case without such qualification;

(iv) the Documents represent the entire understanding of the parties with respect to the SPAC Merger and the other Transactions, there are no other written or oral agreements regarding the SPAC Merger and the other Transactions other than the Business Combination Agreement and the other agreements referred to therein, and none of the material terms and conditions thereof have been or will be waived or modified;

(v) all documents, records, and papers submitted to us as originals (including signatures thereto) are authentic, all documents, records, and papers submitted to us as copies conform to the originals, all relevant documents, records, and papers have been or will be, as applicable, duly executed in the form presented to us, and all parties to such documents, records, and papers had or will have, as applicable, the requisite corporate powers and authority to enter into such documents, records, and papers and to undertake and consummate the Transactions; and

(vi) all applicable reporting requirements have been or will be satisfied.

If any of the assumptions described above are untrue for any reason, or if the Transactions are consummated in a manner that is different from the manner described in the Business Combination Agreement, the Form F-4, or any of the other Documents, our opinion as expressed below may be adversely affected.

This opinion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), the legislative history to the Code, the Treasury Regulations promulgated thereunder, published pronouncements of the Internal Revenue Service, case law, and such other authorities as we have considered relevant, all as in effect and publicly available as of the date hereof. The authorities upon which this opinion is based are subject to change or differing interpretations, possibly with retroactive effect. Any change in applicable laws or facts and circumstances surrounding the SPAC Merger or the other Transactions, or any inaccuracy in the statements, facts, assumptions, and representations on which we have relied, may affect the continuing validity of this opinion. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention (or to supplement or revise our opinion to address any such change or inaccuracy) subsequent to the date hereof. No opinion is expressed as to any transactions other than the SPAC Merger occurring in connection with the Business Combination or as to any matter other than those specifically covered by this opinion. In particular, this opinion is limited to the matter discussed in the paragraph below and does not address (i) any matter arising in connection with Section 367 of the Code or (ii) any matter arising in connection with the "passive foreign investment company" rules of Sections 1291–1297 of the Code.

Based upon and subject to the foregoing, and subject to the qualifications, assumptions and limitations set forth herein and in the section of the Form F-4 entitled "Material Tax Considerations—Material U.S. Federal Income Tax Considerations for U.S. Holders", we are of the opinion that, for U.S. federal income tax purposes, the SPAC Merger should qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code.

We are furnishing this opinion solely in connection with the filing of the Form F-4. This opinion is being delivered prior to the consummation of the Transactions and therefore is prospective and dependent on future events. This opinion is based on facts and circumstances existing on the date hereof, and we undertake no obligation to update this opinion in the future. We hereby consent to the filing of this letter as an exhibit to the Form F-4 and to the references therein to us. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

Exhibit 10.2

EXECUTION VERSION

VOTING, SUPPORT AND NON-REDEMPTION AGREEMENT

This VOTING, SUPPORT AND NON-REDEMPTION AGREEMENT (this "**Agreement**") is entered into this 28th day of July, 2021, by and between Swvl Inc., a company limited by shares incorporated under the laws of the British Virgin Islands ("**Swvl**") and the undersigned ("**Holder**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Business Combination Agreement (as defined below).

WHEREAS, as of the date hereof, Holder "beneficially owns" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) and has the sole power to dispose of (or sole power to cause the disposition of) and the sole power to vote (or sole power to direct the voting of) the number of Class A Ordinary Shares, par value $0.0001 per share (the "**Shares**"), of Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability ("**SPAC**"), set forth on Holder's signature page hereto (such Shares, together with any other Shares acquired by Holder or with respect to which Holder otherwise becomes entitled to exercise voting power and dispositive power during the Restricted Period (as defined below), the "**Covered Shares**"); and

WHEREAS, SPAC and Swvl are, together with the other parties signatory thereto, concurrently entering into that certain Business Combination Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time in accordance with its terms, the "**Business Combination Agreement**").

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

1. Voting Agreement; No Redemption.

1.1 Voting Agreement. Holder hereby unconditionally and irrevocably agrees that, during the period from the date hereof through the date on which this Agreement terminates in accordance with Section 4 (such period, the "**Restricted Period**"), at any duly called meeting of the shareholders of SPAC (or any adjournment or postponement thereof), and in any action by written resolution of the shareholders of SPAC requested by the SPAC Board or undertaken as contemplated by the Transactions, Holder shall, if such a meeting of shareholders is held, appear at such meeting, in person or by proxy, or otherwise cause all of the Covered Shares to be counted as present thereat for purposes of establishing a quorum, and it shall vote or consent (or cause to be voted or consented), in person or by proxy or consent, all of the Covered Shares (i) in favor of the adoption of the Business Combination Agreement and approval of the Transactions (and any actions required in furtherance thereof), (ii) in favor of the Required SPAC Proposals set forth in the Proxy Statement, (iii) for any proposal to adjourn or postpone the applicable meeting to a later date if (and only if) there are not sufficient votes for approval of the Business Combination Agreement and any other Required SPAC Proposals related thereto as set forth in the Proxy Statement on the date on which such meeting is held, and (iv) against the following actions or proposals: (A) any SPAC Alternative Transaction or any proposal in opposition to approval of the Business Combination Agreement or the other Required SPAC Proposals or in competition with or inconsistent with the Business Combination Agreement; (B) (1) any change in the present dividend policy or capitalization of SPAC or any amendment to the SPAC Articles of Association,

except to the extent expressly contemplated by the Business Combination Agreement or any Required SPAC Proposal, (2) any liquidation, dissolution or other change in SPAC's corporate structure or business, except to the extent expressly contemplated by the Business Combination Agreement or any Required SPAC Proposal, (3) any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any material respect of any covenant, representation or warranty or other obligation or agreement of Holder under this Agreement, or (4) any other action or proposal involving SPAC or any of its subsidiaries that is intended or would reasonably be expected to prevent, impede, interfere with, delay, postpone or adversely affect the Transactions; and (C) any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any representation, warranty, covenant, obligation or agreement of SPAC contained in the Business Combination Agreement. The obligations of Holder specified in this Section 1.1 shall apply whether or not any of the Transactions or any action described above is recommended by the SPAC Board or any committee thereof.

1.2 No Redemption. Holder hereby unconditionally and irrevocably agrees that Holder shall not, and shall cause its affiliates not to, redeem, elect to redeem or tender or submit for redemption any Covered Shares (or any Holdings Common Shares A received in exchange therefor) pursuant to or in connection with the Redemption Rights or otherwise (a "**Redemption**"). The obligations of Holder specified in this Section 1.2 shall apply whether or not any of the Transactions or any action described above is recommended by the SPAC Board or any committee thereof. For purposes of this Agreement, "**affiliate**" of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

2. Representations, Warranties and Agreements.

2.1 Holder's Representations, Warranties and Agreements. Holder hereby represents and warrants to Swvl and acknowledges and agrees with Swvl as follows:

2.1.1 If Holder is not an individual, Holder has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with the requisite entity power and authority to enter into, deliver and perform its obligations under this Agreement. If Holder is an individual, Holder has the authority to enter into, deliver and perform its obligations under this Agreement.

2.1.2 If Holder is not an individual, this Agreement has been duly authorized, validly executed and delivered by Holder. If Holder is an individual, the signature on this Agreement is genuine, and Holder has legal competence and capacity to execute the same. This Agreement is enforceable against Holder in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.1.3 The execution and delivery by Holder of this Agreement, and the performance by Holder of its obligations under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets

of Holder pursuant to the terms of: (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Holder is a party or by which Holder is bound or to which any of the property or assets of Holder is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of Holder, taken as a whole (a "**Holder Material Adverse Effect**"), or materially affect the legal authority of Holder to comply in all material respects with the terms of this Agreement; (ii) if Holder is an entity, the organizational documents of Holder; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Holder or any of Holder's properties that would reasonably be expected to have a Holder Material Adverse Effect or materially affect the legal authority of Holder to comply in all material respects with this Agreement.

2.1.4 Holder's signature page hereto sets forth the number of Shares over which Holder has beneficial ownership as of the date hereof. As of the date hereof, Holder is the beneficial owner of the Shares denoted as being beneficially owned by Holder on the signature page hereto and Holder has the sole power to vote (or sole power to direct the voting of) such Shares. [Each Holder acknowledges and represents that (i) the dispositive and voting power over the Shares beneficially owned by such Holder is held by a single person, (ii) such person has the sole power to dispose of (or sole power to cause the disposition of) and the sole power to vote (or sole power to direct the voting of) all Shares beneficially owned by such Holder, and (iii) no other person (including, for the avoidance of doubt, any other Holder) has any power to dispose of (or to cause the disposition of) or to vote (or to direct the voting of) such Shares.][1] Holder has good and valid title to the Shares denoted as being beneficially owned by Holder on the signature page hereto, free and clear of any and all Liens other than those created or permitted by this Agreement and those imposed by applicable law, including federal and state securities laws. Except for the Shares denoted on the signature page hereto and any SPAC Warrants beneficially owned by the Holder, as of the date of this Agreement, Holder is not a beneficial owner or record holder of any (i) equity securities of SPAC, (ii) securities of SPAC having the right to vote on any matters on which the holders of equity securities of SPAC may vote or which are convertible into or exchangeable for, at any time, equity securities of SPAC, or (iii) options or other rights to acquire from SPAC any equity securities or securities convertible into or exchangeable for equity securities of SPAC except as contemplated by the Transaction Documents.

2.1.5 Holder acknowledges and represents that Holder has received such information as Holder deems necessary in order to make an investment decision with respect to the Covered Shares and to enter into this Agreement. Without limiting the generality of the foregoing, Holder has not relied on any statements or other information provided by SPAC or Swvl in making its decision to enter into, deliver and perform its obligations under this Agreement. Holder further acknowledges that that there have been no representations, warranties, covenants or agreements made to Holder by Swvl or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements expressly set forth in this Agreement. Holder acknowledges that the agreements contained herein with respect to the Covered Shares held by Holder are irrevocable.

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1 Note to Draft: To be included if multiple Holders executing a single Voting, Support and Non-Redemption Agreement.

2.1.6 Holder is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of equity securities of SPAC or Holdings (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

2.1.7 Holder understands and acknowledges that Swvl is entering into the Business Combination Agreement in reliance upon the execution and delivery of this Agreement by Holder.

2.1.8 Holder (i) has not entered into any voting agreement or voting trust with respect to Holder's Covered Shares inconsistent with Holder's obligations pursuant to this Agreement, (ii) has not granted a proxy, a consent or power of attorney with respect to Holder's Covered Shares and (iii) has not entered into any agreement or taken any action that would make any representation or warranty of Holder contained herein untrue or incorrect in any material respect or have the effect of preventing Holder from performing any of its obligations under this Agreement.

2.1.9 There is no Action pending against Holder or, to the knowledge of Holder, threatened against Holder that challenges the beneficial or record ownership of Holder's Covered Shares, the validity of this Agreement or the performance by Holder of its obligations under this Agreement.

2.2 Representations, Warranties and Agreements of Swvl. Swvl hereby represents and warrants to Holder and acknowledges and agrees with Holder as follows:

2.2.1 Swvl is duly organized and validly existing under the laws of its jurisdiction of formation, with corporate (or equivalent) power and authority to enter into, deliver and perform its obligations under this Agreement.

2.2.2 This Agreement has been duly authorized, executed and delivered by Swvl and is enforceable against Swvl in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

2.2.3 The execution, delivery and performance of this Agreement (including compliance by Swvl with all of the provisions hereof) and the consummation of the transactions contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any of the terms of any material contract, or other agreements or instrument to which Swvl is a party or by which Swvl or any of its assets may be bound, (ii) result in any violation of the provisions of the organizational documents of Swvl, as applicable or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Swvl or any of its properties, as applicable, that would reasonably be expected to have a

material adverse effect on the business, properties, financial condition, stockholders' equity or results of operations of Swvl, taken as a whole, or materially affect the legal authority of Swvl to comply in all material respects with this Agreement.

3. Additional Covenants.

3.1 Holder agrees that, during the Restricted Period, except as contemplated by the Business Combination Agreement and the Transactions, it shall not, and shall cause its affiliates not to, without Swvl's prior written consent (which consent may be given or withheld by Swvl in its sole discretion): (i) offer for sale, sell (including short sales), transfer, tender, pledge, convert, encumber, assign or otherwise dispose of (including by gift, merger, tendering into any tender offer or exchange offer or otherwise) (collectively, a "**Transfer**"), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit-sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Covered Shares; (ii) grant any proxies or powers of attorney with respect to any or all of the Covered Shares; or (iii) permit to exist any Lien with respect to any or all of the Covered Shares other than those created by this Agreement; provided, that any Lien with respect to Covered Shares that would not prevent, impair or delay Holder's ability to comply with the terms and conditions of this Agreement shall be permitted and will not be deemed to violate the restrictions contained above. Notwithstanding the foregoing, this Section 3.1 shall also not prohibit a Transfer of Covered Shares by Holder to an affiliate of Holder; provided, that such Transfer shall be permitted only if, prior to or in connection with such Transfer, the transferee agrees in writing, reasonably satisfactory in form and substance to Swvl, to assume all of the obligations of Holder hereunder and to be bound by the terms of this Agreement. Any transfer in violation of this Section 3.1 shall be null and void *ab initio*.

3.2 In the event of a share dividend or distribution, or any change in the Covered Shares by reason of any share dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or the like, the term "**Covered Shares**" shall be deemed to refer to and include the Covered Shares as well as all such share dividends and distributions and any securities into which or for which any or all of the Covered Shares may be changed or exchanged or which are received in such transaction. Holder agrees, while this Agreement is in effect, to notify Swvl promptly in writing (including by e-mail) of the number of any additional Covered Shares acquired by Holder, if any, after the date hereof.

3.3 Stop Transfers. Holder agrees with, and covenants to, Swvl that Holder shall not request that SPAC register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Covered Shares during the term of this Agreement without the prior written consent of Swvl, in its sole discretion, other than pursuant to a transfer permitted by Section 3.1.

3.4 No Inconsistent Agreements. Holder hereby covenants and agrees that, except for this Agreement, Holder shall not, at any time while this Agreement remains in effect, (i) enter into any voting agreement or voting trust with respect to Holder's Covered Shares (or any Holdings Common Shares A received in exchange therefor) inconsistent with Holder's obligations pursuant to this Agreement, (ii) grant a proxy, a consent or power of attorney with respect to Holder's Covered Shares (or any Holdings Common Shares A received in exchange therefor) or

(iii) enter into any agreement or take any action that would make any representation or warranty of Holder contained herein untrue or inaccurate in any material respect or have the effect of preventing or disabling Holder from performing any of its obligations under this Agreement.

3.5 Non-Circumvention. Each party hereto agrees that it shall not, and shall cause its affiliates not to, indirectly accomplish that which such party is not permitted to accomplish (or take any action that such holder is not permitted to take) directly under this Agreement pursuant to provisions of this Agreement that have not been terminated pursuant to Section 4.

3.6 Effective Lodgement of Proxy. The Holder agrees to take any additional actions required or deemed to be practical and/or necessary in order for the Holder to provide an effective grant of proxy pursuant to the Amended and Restated Memorandum and Articles of Association of the SPAC (as amended from time to time) (including the execution and delivery of such proxies, and the delivery and lodgement of such proxies) in order to consummate the transactions contemplated by this Agreement.

4. Termination.

. This Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) the Closing, (b) such date and time as the Business Combination Agreement is validly terminated in accordance with its terms or (c) the mutual written agreement of each of the parties hereto to terminate this Agreement; provided, that nothing herein will relieve any party from liability for any Willful Breach hereof prior to the time of termination, or Fraud, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. Notwithstanding anything to the contrary herein, the provisions of Section 5 shall survive the termination of this Agreement.

5. Miscellaneous.

5.1 Further Assurances. The parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the transactions contemplated by this Agreement.

5.1.1 Holder acknowledges that Swvl and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, Holder agrees to promptly notify Swvl if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate (subject to any qualification as to materiality applicable thereto).

5.1.2 Each of Holder and Swvl is entitled to rely upon this Agreement and is irrevocably authorized to produce this Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

5.1.3 Holder shall pay all of its own expenses in connection with this Agreement and the transactions contemplated herein.

5.1.4 Holder shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement on the terms and conditions described herein.

5.2 Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) Business Days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) If to Swvl:

Swvl Inc.
The Offices 4, One Central
Dubai, United Arab Emirates
Attention: Mostafa Kandil, Chief Executive Officer
Email: mk@swvl.com

with copies to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: O. Keith Hallam, III; Nicholas A. Dorsey; Richard Hall
Email: khallam@cravath.com; ndorsey@cravath.com; rhall@cravath.com

(ii) If to Holder, to such address or addresses set forth on the signature page hereto.

5.3 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, including any commitment letter(s) entered into relating to the subject matter hereof.

5.4 Modifications and Amendments. This Agreement may not be amended, modified, supplemented or waived (i) except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought and (ii) without the prior written consent of Swvl; provided that any provision of this Agreement may be waived, in whole or in part, by a party on such party's own behalf without the prior consent of any other party.

5.5 Assignment. Except for transfers permitted by Section 3.1, neither this Agreement nor any rights, interests or obligations that may accrue to the parties hereunder may be transferred or assigned without the prior written consent of each of the other parties hereto.

5.6 Benefit.

5.6.1 Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. This Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

5.6.2 Holder acknowledges and agrees that (i) this Agreement is being entered into in order to induce Swvl to execute and deliver the Business Combination Agreement and without the representations, warranties, covenants and agreements of Holder hereunder, Swvl would not enter into the Business Combination Agreement and (ii) Swvl may directly enforce (including by an action for specific performance, injunctive relief or other equitable relief) each of the covenants and agreements of Holder under this Agreement.

5.7 Governing Law. This Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

5.8 Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided, that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware "**Chosen Courts**"), in connection with any matter based upon or arising out of this Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 5.2, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 5.8, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT

MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

5.9 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

5.10 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

5.11 Remedies.

5.11.1 The parties agree that Swvl would suffer irreparable damage if this Agreement is not performed or the Closing is not consummated in accordance with its specific terms or this Agreement is otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that Swvl shall be entitled to equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including Holder's obligations to vote its Covered Shares as provided in this Agreement, without proof of actual damages or the inadequacy of monetary damages as a remedy, in an appropriate court of competent jurisdiction as set forth in Section 5.8, this being in addition to any other remedy to which any party is entitled at law or in equity, including money damages. The right to specific enforcement shall include the right of Swvl to cause Holder to cause the transactions contemplated hereby to be consummated on the terms and subject to the conditions and limitations set forth in this Agreement. The parties hereto further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 5.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate. In connection with any Action for which Swvl is being granted an award of money damages, Holder agrees that such damages shall not be limited to an award of out-of-pocket fees and expenses related to the Business Combination Agreement.

5.11.2 The parties acknowledge and agree that this Section 5.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Agreement.

5.11.3 In any dispute arising out of or related to this Agreement, or any other agreement, document, instrument or certificate contemplated hereby, or any transactions contemplated hereby or thereby, the applicable adjudicating body shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the dispute and the enforcement of its rights under this Agreement or any other agreement, document, instrument or certificate contemplated hereby and, if the adjudicating body determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the adjudication and the enforcement of its rights under this Agreement or any other agreement, document, instrument or certificate contemplated hereby or thereby.

5.12 Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement shall survive the Closing.

5.13 No Broker or Finder. Holder represents and warrants to Swvl that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on Swvl. Holder agrees to indemnify and save Swvl harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of Swvl and to bear the cost of legal expenses incurred in defending against any such claim.

5.14 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.16 Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "*without limitation*." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have

independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached will not detract from or mitigate the fact that such party is in breach of the first representation, warranty, or covenant.

5.17 Mutual Drafting. This Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties hereto and shall not be construed for or against any party.

5.18 Consent to Disclosure. Holder hereby consents to the publication and disclosure in the Proxy Statement and the Registration Statement (and, as and to the extent otherwise required by the applicable securities laws or the SEC or any other securities authorities, any other documents or communications provided by SPAC or Swvl to any Governmental Authority or to securityholders of SPAC) of Holder's identity and beneficial ownership of Covered Shares and the nature of Holder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by SPAC or Swvl, a copy of this Agreement. Holder will promptly provide any information reasonably requested by SPAC or Swvl for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the SEC).

5.19 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Swvl any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares.

5.20 Certificates. Promptly following the date of this Agreement, Holder shall advise SPAC's transfer agent in writing that Holder's Covered Shares are subject to the restrictions set forth herein and, in connection therewith, provide SPAC's transfer agent in writing with such information as is reasonable to ensure compliance with such restrictions.

5.21 No Partnership, Agency or Joint Venture. This Agreement is intended to create a contractual relationship between Holder, on the one hand, and Swvl, on the other hand, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the parties.

5.22 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Business Combination Agreement or any other Transaction Document, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future shareholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect shareholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or affiliate of any of the foregoing (each, a "**Non-Recourse Party**") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether

in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of Swvl and Holder has executed or caused this Voting, Support and Non-Redemption Agreement to be executed by its duly authorized representative as of the date set forth below.

SWVL

SWVL INC.

By: _____
Name: _____
Title: _____

HOLDER

[HOLDER]

By: _____
Name: _____
Title: _____

Shares: _____

Notice Address:

_____
_____
_____
_____

Exhibit 10.7

EXECUTION VERSION

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION OR EXCHANGE HEREOF HAVE NOT BEEN REGISTERED UNDER APPLICABLE LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED.

SWVL INC.
Convertible Note

Note Purchase Price:
US$[•]

Date of Issuance:
August 25, 2021

FOR VALUE RECEIVED, SWVL INC., a British Virgin Islands business company with company number 1945550 and with its registered office at Maples Corporate Services (BVI), Kingston Chambers, P.O. Box 173, Road Town, Tortola, British Virgin Islands (the "**Company**"), hereby promises to pay to the order of **[•]** (the "**Investor**"), the principal sum of the Note Purchase Price, together with interest thereon from the Date of Issuance, which shall accrue at the Interest Rate. This Convertible Note is one of a series of Convertible Notes issued by the Company to investors with identical terms and on the same form as set forth herein (except that the Investor, Note Purchase Price and Date of Issuance may differ in each Convertible Note) (collectively, the "**Series**").

1. Definitions.

(a) "**Affiliate**" shall mean any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the entity specified.

(b) "**BCA Termination**" shall mean the termination of the Business Combination Agreement in accordance with its terms.

(c) "**Business Combination Agreement**" shall mean the Business Combination Agreement, dated as of July 28, 2021, by and among Queen's Gambit, the Company, Holdings, Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability and wholly owned subsidiary of Holdings, and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands and wholly owned subsidiary of Queen's Gambit.

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

(e) "**control**" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

(f) "**Commission**" shall mean the U.S. Securities and Exchange Commission.

(g) "**Company Common Shares**" shall mean the Company's common shares.

(h) "**Company Merger**" shall have the meaning given to such term in the Business Combination Agreement.

(i) "**Company Merger Effective Time**" shall have the meaning given to such term in the Business Combination Agreement.

(j) "**Company Conversion Shares**" shall mean:

(i) with respect to a conversion pursuant to Section 3.2, Company Equity Securities issued in such Qualified Equity Financing; provided, that, if multiple classes and/or series of Company Equity Securities are issued in such Qualified Equity Financing, the Majority in Interest shall elect which class and series of such Company Equity Securities shall constitute Company Conversion Shares for purposes hereof;

(ii) with respect to a conversion pursuant to Section 3.3, shares of Company Preferred Shares; and

(iii) with respect to a conversion pursuant to Section 3.4, shares of Company Common Shares.

(k) "**Company Equity Securities**" shall mean the Company Common Shares or Company Preferred Shares or any securities conferring the right to purchase the Company Common Shares or Company Preferred Shares or securities convertible into, or exchangeable for (with or without additional consideration), the Company Common Shares or Company Preferred Shares, except any security granted, issued and/or sold by the Company to any director, officer, employee or consultant of the Company in such capacity for the primary purpose of soliciting or retaining their services.

(l) "**Company Preferred Shares**" shall mean the Company's preferred shares.

(m) "**Conversion Price**" shall equal:

(i) with respect to a conversion pursuant to Section 3.2, the lower of (A) the product of (1) one minus the Discount and (2) the price paid per share for Company Preferred Shares by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing;

(ii) with respect to a conversion pursuant to Section 3.3, the quotient resulting from dividing (1) the Maturity Conversion Cap by (2) the Fully-Diluted Capitalization immediately prior to the Maturity Date; and

(iii) with respect to a conversion pursuant to Section 3.4, the quotient resulting from dividing (A) the Valuation Cap by (B) the Fully-Diluted Capitalization immediately prior to the conversion.

(n) "**Convertible Note**" or "Convertible Notes" shall mean the instruments issued by the Company to Holders in the form hereof.

(o) "**Corporate Transaction**" shall mean (a) a merger or consolidation in which the Company is a constituent party or a subsidiary of the Company is a constituent party and the Company issues shares pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the shares of (1) the surviving or resulting company; or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting corporation; (b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company; or (c) the consummation of any Other SPAC Transaction (other than, in the case of each of the foregoing clauses (a) through (c), the transactions contemplated by the Business Combination Agreement); provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the jurisdiction of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company Equity Securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of securities in a bona fide financing transaction (including a Qualified Equity Financing) shall not be deemed a "Corporate Transaction".

(p) "**De-SPAC Completion Exchange Price**" shall mean US$8.50.

(q) "**Discount**" means, as of the applicable date of determination, the corresponding rate set forth in the table below:

Date of Determination	Applicable Discount
On and after the Date of Issuance, through, but not including, September 5, 2021:	20%
On and after September 5, 2021, through, but not including, March 5, 2022:	30%
On and after March 5, 2022, through, but not including, September 5, 2022:	35%

(r) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

(s) "**Existing Subscription Agreements**" shall mean, collectively, the Subscription Agreements, dated as of July 28, 2021, by and among Queen's Gambit, Holdings, the Company and the subscribers party thereto.

(t) "**Fully-Diluted Capitalization**" shall mean the number of Company Common Shares then outstanding, assuming (a) the exercise and conversion of all outstanding vested or unvested options, warrants and other rights to acquire shares in the Company's share capital (other than the Convertible Notes); (b) the conversion of all shares of outstanding Company Preferred Shares, if any; and, (c) solely in connection with a conversion pursuant to Sections 3.2, 3.3 and 3.4 (solely in the case of an IPO), the issuance of all shares of Company Common Shares reserved but unissued under the Company's equity incentive plan (including any plan created or increased in connection with such transaction).

(u) "**Governmental Authority**" means any (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

(v) "**Holder**" shall mean a member of the Note Group that holds a Convertible Note (including, without limitation, the Investor, for so long as the Investor holds this Convertible Note).

(w) "**Holdings**" shall mean Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands.

(x) "**Holdings Common Shares A**" shall mean Class A ordinary shares, par value US$0.0001 per share, of Holdings.

(y) "**Interest Rate**" shall mean (i) from the Date of Issuance until the date of a BCA Termination, a rate of 0% per annum and (ii) at any time thereafter, and in respect of all amounts raised by the Company in the Series, a rate of 6.5% per annum.

(z) "**IPO**" shall mean an underwritten initial public offering of Company Common Shares on a recognized public exchange or marketplace.

(aa) "**Law**" means any law, directive, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

(bb) "**Majority in Interest**" shall mean members of the Note Group holding a majority in interest of the aggregate Note Purchase Prices of all Convertible Notes in the Series.

(cc) "**Maturity Conversion Cap**" shall mean $226,000,000.

(dd) "**Maturity Date**" shall mean September 5, 2022.

(ee) "**Note Group**" shall mean the holders of all Convertible Notes in the Series, collectively.

(ff) "**Other SPAC Transaction**" shall mean any merger or consolidation with a special purpose acquisition company or its subsidiary in which (i) (A) the Company is a constituent party or (B) a subsidiary of the Company is a constituent party, and (ii) the shares of the surviving or resulting corporation is listed for trading on a public exchange or marketplace, in each case other than the transactions contemplated by the Business Combination Agreement.

(gg) "**Qualified Equity Financing**" shall mean the next bona fide, arms-length sale or issuance (or series of related sales or issuances) by the Company of Company Preferred Shares following the date hereof (which may involve one or more closings pursuant to the same purchase agreement) from which the Company receives gross proceeds of not less than $50,000,000 (excluding the aggregate amount of securities converted into Company Preferred Shares in connection with such sale or issuance (or series of related sales or issuances)).

(hh) "**Queen's Gambit**" shall mean Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability.

(ii) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(jj) "**Subscription Agreement**" shall mean the Subscription Agreement, dated as of July 28, 2021, by and among Queen's Gambit, Holdings, the Company and the Investor.

(kk) "**Transfer**" shall mean any direct or indirect transfer, redemption, disposition or monetization in any manner whatsoever, including, without limitation, through any derivative transactions.

(ll) "**Valuation Cap**" shall mean $350,000,000.

(mm) a company is a "**subsidiary**" of another company if that other company alone, or pursuant to an agreement with other members, controls such company, or if it is a subsidiary of a company that is itself a subsidiary of that other company. Any reference to subsidiaries of the Company in this Convertible Note shall apply to the extent the Company has any subsidiary at the time when the relevant provision is applicable.

2. Exchange of the Convertible Note.

2.1 Exchange. Concurrently with the consummation of the Company Merger at the Company Merger Effective Time (such date, the "**Closing Date**"), this Convertible Note shall be automatically exchanged (the "**De-SPAC Completion Exchange**" and the closing thereof, the "**Closing**") for the number of Holdings Common Shares A equal to the quotient of (a) the Note Purchase Price *divided by* (b) the De-SPAC Completion Exchange Price (such shares, the "**Acquired Shares**"). Not less than three (3) Business Days prior to the anticipated Closing Date (the "**Expected Closing Date**"), Holdings shall provide written notice to the Investor (the "**Closing Notice**") specifying the Expected Closing Date.

2.2 Closing Procedures.

(a) The Investor shall deliver to Holdings any information that is reasonably requested in the Closing Notice that is required in order to enable Holdings to issue the Acquired Shares, including, without limitation, (i) a certification that the Investor is a "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act) or an "accredited investor" (within the meaning of Rule 501(a) of the Securities Act), substantially in the form of Schedule A to the Subscription Agreement, (ii) the legal name of the person (or nominee) in whose name such Acquired Shares are to be issued and (iii) a duly completed and executed Internal Revenue Service Form W-9 or appropriate Form W-8; and

(b) Holdings shall deliver to the Investor (i) at or as promptly as practicable after the Closing, the Acquired Shares in book entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under applicable securities laws), in the name of the Investor (or its nominee in accordance with its delivery instructions) or to a custodian designated by the Investor, as applicable, and (ii) as promptly as practicable after the Closing, a copy of the records of, or correspondence from, Holdings' transfer agent reflecting the Investor as the owner of the Acquired Shares on and as of the Closing Date. Each book entry for the Acquired Shares shall contain a legend in substantially the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM. THE HOLDER WILL NOTIFY ANY SUBSEQUENT PURCHASER OF THIS SECURITY OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

(c) Prior to or upon the De-SPAC Completion Exchange, the Investor shall execute and deliver such additional documents and take such additional actions as Holdings reasonably may deem to be practical and necessary in order to consummate the De-SPAC Completion Exchange as contemplated by this Convertible Note, including the filing of any notices under U.S. federal and state securities laws.

(d) Unless and until a BCA Termination shall have occurred, this Convertible Note shall remain automatically exchangeable in accordance with this Article 2 concurrently with the consummation of the Company Merger.

(e) The parties hereto agree and acknowledge that the Investor shall have no rights in or with respect to any class of Holdings stock unless and until Holdings delivers to the Investor the Acquired Shares pursuant to Section 2.2(b).

3. Conversion of the Convertible Note.

3.1 Effectiveness of Section. Notwithstanding anything herein to the contrary, the terms of this Section 3 shall become effective solely upon a BCA Termination, and prior to such time shall have no force or effect.

3.2 Qualified Equity Financing Conversion. Unless earlier repaid or converted pursuant to the terms hereof, upon the closing of a Qualified Equity Financing, this Convertible Note will be automatically converted into that number of Company Conversion Shares equal to the quotient obtained by dividing the Note Purchase Price and unpaid accrued interest on this Convertible Note by the Conversion Price. At least five days prior to the closing of the Qualified Equity Financing, the Company shall notify the Investor in writing of the terms under which the Company Equity Securities will be sold in such financing. The issuance of the Company Conversion Shares pursuant to the conversion of this Convertible Note shall be upon and subject to the same terms and conditions applicable to the Company Equity Securities sold in the Qualified Equity Financing and the Holder shall become a party to the definitive financing agreements for such Qualified Equity Financing; provided that certain shareholder rights in connection with such Qualified Equity Financing may be contingent upon minimum shareholdings.

3.3 Maturity Conversion. Unless earlier repaid or converted pursuant to the terms hereof, the outstanding principal and unpaid accrued interest of this Convertible Note, shall be automatically converted into Company Conversion Shares upon the Maturity Date. The number of Company Conversion Shares to be issued upon conversion shall be equal to the quotient obtained by dividing the Note Purchase Price and unpaid accrued interest due on a Convertible Note by the Conversion Price. The issuance of Company Conversion Shares pursuant to the conversion of this Convertible Note shall be upon and subject to the same terms and conditions applicable to the Company Equity Securities issued in the most recent equity financing of the Company preceding the Maturity Date and the Holder shall become a party to the definitive financing agreements for such financing; provided that certain shareholder rights may be contingent upon minimum shareholdings.

3.4 Liquidity Conversion. Unless earlier repaid or converted pursuant to the terms hereof, immediately prior to a Corporate Transaction, IPO or Other SPAC Transaction, this Convertible Note shall be converted into that number of Company Conversion Shares equal to the quotient obtained by dividing the Note Purchase Price and unpaid accrued interest on this Convertible Note by the Conversion Price. At least five days prior to the closing of the Corporate Transaction, IPO or Other SPAC Transaction, the Company shall notify the Investor in writing of the terms of the Corporate Transaction, IPO or Other SPAC Transaction.

3.5 No Fractional Shares. Upon the conversion of this Convertible Note into Company Conversion Shares, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the Conversion Price.

3.6 Mechanics of Conversion. Conversion of this Convertible Note may be made contingent upon the closing of the Qualified Equity Financing, Corporate Transaction, IPO or Other SPAC Transaction.

3.7 Interest Accrual. If a Qualified Equity Financing, conversion in accordance with Section 3.3, Corporate Transaction or IPO is consummated, all interest on this Convertible Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Qualified Equity Financing, conversion in accordance with Section 3.3, Corporate Transaction or IPO.

3.8 Shareholder Agreements Upon Conversion. Upon conversion of this Convertible Note pursuant to this Section 3, the Investor and the Company shall enter into one or more agreements containing pre-emptive rights, tag-along rights, information rights (providing for the information set forth in Section 3.9 below), board observer rights and such other rights as are customary for a transaction of this type and size.

3.9 Financial Statements and Other Information. From and after a BCA Termination and until this Convertible Note is repaid in full or is otherwise terminated, the Company covenants and agrees that the Company will furnish to the Investor:

(a) No less than thirty (30) days before the start of the Company's fiscal year, the Company's annual budget and operating plan;

(b) Within sixty (60) days of the end of each of the first three fiscal quarters of each fiscal year of the Company, the unaudited consolidated balance sheet of the Company and its subsidiaries and the related unaudited consolidated statements of operations and cash flows of the Company and its subsidiaries;

(c) Within one hundred twenty (120) days after the end of each fiscal year of the Company, the audited consolidated balance sheet of the Company and its subsidiaries and the related audited consolidated statements of operations and cash flows of the Company its subsidiaries as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year;

(d) Within fifteen (15) days after the end of each month, a management accounting of profit and loss and key performance indicators of the Company;

(e) Prompt written notice of any material administrative or judicial action or proceeding instituted (or threatened to be instituted) by a Governmental Authority or private party against the Company or any of its subsidiaries and quarterly updates thereafter within thirty (30) days after the end of each fiscal quarter of each fiscal year of the Company;

(f) Minutes of meetings of the board of directors of the Company (the "**Company Board**") and/or shareholders of the Company and actions taken by written consent of the Company Board and/or shareholders of the Company within thirty (30) days of such meeting or written consent, as applicable;

(g) All notices, reports and other information delivered to the Company's shareholders promptly following delivery to such shareholders; and

(h) Promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any of its subsidiaries, or compliance with the terms of this Convertible Note, as the Investor may reasonably request.

4. Representations and Warranties of Holdings. Holdings represents and warrants that the representations and warranties of Holdings set forth in Section 3 of the Subscription Agreement are, as of the date hereof and applied *mutatis mutandis* to this Convertible Note and the Acquired Shares, true and correct.

5. Representations and Warranties of the Investor. The Investor represents and warrants that:

5.1 The representations and warranties of the Investor set forth in Section 5 of the Subscription Agreement are, as of the date hereof and applied *mutatis mutandis* to the issuance and terms of this Convertible Note and to the Acquired Shares, true and correct.

5.2 The Investor understands that this Convertible Note is being sold in a transaction not involving any public offering within the meaning of the Securities Act and that this Convertible Note has not been registered under the Securities Act or any other securities laws of the United States or any other jurisdiction. The Investor understands that this Convertible Note may not be resold, transferred, pledged or otherwise disposed of by the Investor absent an effective registration statement under the Securities Act, except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act, (iii) pursuant to Rule 144 promulgated under the Securities Act, absent a change in law, receipt of regulatory no-action relief or an exemption, provided that all of the applicable conditions thereof have been met, or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act. The Investor further understands and agrees that this Convertible Note is subject to transfer restrictions and, as a result of these transfer restrictions, the Investor may not be able to readily resell this Convertible Note and may be required to bear the financial risk of an investment in this Convertible Note for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or Transfer of any of this Convertible Note.

6. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Investor that:

6.1 Organization, Good Standing and Qualification. The Company is a company duly organized, validly existing, and in good standing under the laws of the British Virgin Islands and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties. Each subsidiary of the Company is validly incorporated, in existence and duly registered under the jurisdiction of operation of each subsidiary.

6.2 Authorization. Except for the authorization and issuance of the Company Conversion Shares issuable in connection with the Qualified Equity Financing, a Corporate Transaction, an IPO, an Other SPAC Transaction or on the Maturity Date, all corporate action has been taken on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Convertible Note. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Convertible Note the valid and enforceable obligations they purport to be, and this Convertible Note, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar Laws relating to or affecting the enforcement of creditors' rights and (ii) Laws relating to the availability of specific performance, injunctive relief or other equitable remedies. Prior to any conversion event pursuant to Section 3, the Company shall authorize sufficient shares of Company Preferred Shares and/or Company Common Shares, as applicable, to allow for conversion of the Convertible Notes as described above and the issuance of any Company Common Shares in which such shares of Company Preferred Shares may be convertible.

6.3 Compliance with Other Instruments. The execution, delivery and performance of this Convertible Note, and the consummation of the transactions contemplated hereby, will not constitute or result in a default, violation, conflict or breach in any material respect of any provision of the Company's current constitutional documents or bylaws, or in any material respect of any instrument, judgment, order, writ, decree, privacy policy or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any Law applicable to the Company.

6.4 Valid Issuance of Shares. The Company Conversion Shares, when issued, sold and delivered upon conversion of this Convertible Note pursuant to Section 3, will be duly authorized and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer set forth herein and pursuant to applicable Laws and, based in part upon the representations and warranties of the Investor herein, will be issued in compliance with all applicable securities Laws.

6.5 Litigation. There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or threatened against the Company or any of its properties or any of its officers or managers (in their capacities as such). There is no judgment, decree or order against the Company, or, to the knowledge of the Company, any of its directors or managers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Convertible Note, or that would reasonably be expected to have a material adverse effect on the Company.

6.6 Capitalization of the Company. As of the date hereof, the authorized share capital of the Company is divided into 5,555 Class A Shares, 7,756 Class B Shares, 8,186 Class C Shares, 14,799 Class D Shares, 6,970 Class D-1 Shares, 15,000 Common Shares A and 3,936 Common Shares B.

6.7 No Other Agreements. As of the date hereof, the Company has not entered into any side letter or similar agreement with any other investor in connection with any such investor's direct or indirect investment in the Convertible Notes in the Series other than (i) the Existing Subscription Agreements and (ii) the other Convertible Notes. As of the date hereof, each of the Convertible Notes in the Series reflects the same De-SPAC Completion Exchange Price and, except as described in the preamble hereto, economic and other terms (other than the Note Purchase Price) that are identical to the terms of this Convertible Note. As of the date hereof, the aggregate face value of the Convertible Notes in the Series is US$35,500,000.

7. Registration Rights for Acquired Shares.

7.1 Holdings agrees that, within thirty (30) calendar days after the Closing, Holdings will use its commercially reasonable efforts to file with the Commission (at Holdings' sole cost and expense) a registration statement registering the resale of the Acquired Shares (the "**Registration Statement**"), and to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earliest of (i) the 90th calendar day (or 135th calendar day if the Commission notifies Holdings that it will "review" the Registration Statement) following the Closing and (ii) the 10th Business Day after the date Holdings is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "**Effective Date**"); provided, however, that Holdings' obligations to include the Acquired Shares in the Registration Statement are contingent upon the Investor furnishing in writing to Holdings such information regarding the Investor, the securities of Holdings held by the Investor and the intended method of disposition of the Acquired Shares as shall be reasonably requested by Holdings to effect the registration of the Acquired Shares, and the Investor shall execute such documents in connection with such registration as Holdings may reasonably request that are customary of a selling stockholder in similar situations, including providing that Holdings shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder. Holdings shall provide a draft of the Registration Statement to the Investor at least two (2) Business Days in advance of its anticipated initial filing date; provided that the Investor agrees to keep confidential the receipt of such Registration Statement and the information contained therein until filed with the Commission. Notwithstanding the foregoing, if the Commission prevents Holdings from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Acquired Shares by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Acquired Shares which is equal to the maximum number of Acquired Shares as is permitted by the Commission. In such event, the number of Acquired Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders. Upon notification by the Commission that the Registration Statement has been declared effective by the Commission, within two (2) Business Days thereafter, Holdings shall file the final prospectus under Rule 424 of the Securities Act. In no event shall the Investor be identified as a statutory underwriter in the Registration Statement unless requested by the Commission.

7.2 At its expense Holdings shall:

(a) except for such times as Holdings is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under applicable securities laws which Holdings determines to obtain, continuously effective with respect to the Investor, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following: (1) the Investor ceases to hold any Acquired Shares or (2) the date all Acquired Shares held by the Investor may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 promulgated under the Securities Act and without the requirement for Holdings to be in compliance with the current public information required under Rule 144(c)(1) or Rule 144(i)(2), as applicable, and three (3) years from the Effective Date of the Registration Statement.

(b) advise the Investor within two (2) Business Days:

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

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

(iii) of the receipt by Holdings of any notification with respect to the suspension of the qualification of the Acquired Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) subject to the applicable provisions of this Convertible Note, of the occurrence of any event that requires the making of any changes in the Registration Statement or prospectus so that, as of such date, the Registration Statement or prospectus does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, Holdings shall not, when so advising the Investor of such events, provide the Investor with any material, nonpublic information regarding Holdings other than to the extent that providing notice to the Investor of the occurrence of the events listed in (i) through (iv) above constitutes material, nonpublic information regarding Holdings;

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

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

(e) use its commercially reasonable efforts to cause all Acquired Shares to be listed on each securities exchange or market, if any, on which Holdings Common Shares A issued by Holdings have been listed;

(f) use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Acquired Shares contemplated hereby; and

(g) if requested by the Investor, remove the restrictive legend described in Section 2.2(b) (or instruct its transfer agent to so remove such legend) from the Acquired Shares if (1) the Registration Statement is and continues to be effective under the Securities Act, (2) such Acquired Shares are sold or transferred pursuant to Rule 144 (if the transferor is not an affiliate of Holdings and subject to all applicable requirements of Rule 144 being met), or (3) such Acquired Shares are eligible for sale under Rule 144, without the requirement for Holdings to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable) as to the Acquired Shares and without volume or manner-of-sale restrictions; provided that the Investor shall have timely provided customary representations and other documentation reasonably acceptable to Holdings, its counsel and/or its transfer agent in connection therewith (the "**Representations**"). Any fees (with respect to the transfer agent, Holdings' counsel or otherwise) associated with the issuance of any legal opinion required by Holdings' transfer agent or the removal of such legend shall be borne by Holdings. If a legend is no longer required pursuant to the foregoing, Holdings will, no later than five (5) Business Days following the delivery by the Investor to Holdings or the transfer agent (with notice to Holdings) of the Representations, remove the restrictive legend related to the book entry account holding the Acquired Shares and make a new, unlegended book entry for the Acquired Shares.

7.3 Notwithstanding anything to the contrary in this Convertible Note, Holdings shall be entitled to delay or postpone the filing and/or effectiveness of the Registration Statement, and from time to time to require the Investor not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by Holdings or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event that Holdings' board of directors reasonably believes, upon the advice of legal counsel, would require additional disclosure by Holdings in the Registration Statement of material information that (x) Holdings has a bona fide business purpose for keeping confidential or (y) cannot be immediately provided, and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of Holdings' board of directors, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "**Suspension Event**"); provided, however, that

Holdings may not delay or suspend the Registration Statement on more than two (2) occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt by the Investor of any written notice from Holdings of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus), not misleading, the Investor agrees that (i) it will immediately discontinue offers and sales of the Acquired Shares under the Registration Statement until the Investor receives copies of a supplemental or amended prospectus (which Holdings agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by Holdings that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by Holdings unless the disclosure of which is otherwise required by law or subpoena (in which case the Investor shall use commercially reasonable efforts to give advance written notice to Holdings of any such disclosure). If so directed by Holdings, the Investor will deliver to Holdings or, in the Investor's sole discretion destroy, all copies of the prospectus covering the Acquired Shares in the Investor's possession; provided, however, that this obligation to deliver or destroy all copies of the prospectus covering the Acquired Shares shall not apply (1) to the extent the Investor is required to retain a copy of such prospectus (x) in order to comply with applicable legal, regulatory, self-regulatory or fiduciary requirements or (y) in accordance with a bona fide pre-existing document retention policy or (2) to copies stored electronically on archival servers as a result of automatic data back-up.

7.4 The Investor may deliver written notice (an "**Opt-Out Notice**") to Holdings requesting that the Investor not receive notices from Holdings otherwise required by this Section 7; provided, however, that the Investor may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from the Investor (unless subsequently revoked), (i) Holdings shall not deliver any such notices to the Investor and the Investor shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to the Investor's intended use of an effective Registration Statement, the Investor will notify Holdings in writing at least two (2) Business Days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 7.4) and the related suspension period remains in effect, Holdings will so notify the Investor, within one (1) Business Day of the Investor's notification to Holdings, by delivering to the Investor a copy of such previous notice of Suspension Event, and thereafter will provide the Investor with the related notice of the conclusion of such Suspension Event immediately upon its availability.

7.5 Holdings shall, notwithstanding any termination of this Convertible Note, indemnify, defend and hold harmless, to the extent permitted by law, the Investor (to the extent a seller under the Registration Statement), the officers, directors and agents of the Investor, and each person who controls the Investor (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all out-of-pocket losses, claims, damages, liabilities, costs (including, without limitation, reasonable and documented attorneys' fees incurred in connection with defending any of the foregoing) and expenses (collectively, "**Losses**"), as incurred, that arise out of or are based

upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding the Investor furnished in writing to Holdings by the Investor expressly for use therein or the Investor has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder; provided, however, that the indemnification contained in this Section 7.5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Holdings. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Acquired Shares by the Investor.

7.6 The Investor shall indemnify and hold harmless, to the extent permitted by law, Holdings, its directors, officers, agents and employees, and each person who controls Holdings (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, (i) arising out of or based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or (ii) arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, with respect to (i) and/or (ii), to the extent, but only to the extent, that such untrue or alleged untrue statements or omissions or alleged omissions are based upon information regarding the Investor furnished in writing to Holdings by the Investor expressly for use therein; provided, however, that the indemnification contained in this Section 7.6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Investor. In no event shall the liability of the Investor be greater in amount than the dollar amount of the net proceeds received by the Investor upon the sale of the Acquired Shares giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Acquired Shares by the Investor.

7.7 Any person entitled to indemnification hereunder shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person’s right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (2) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent. An indemnifying party who elects not to assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel

to any indemnified party a conflict of interest exists between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

8. Miscellaneous.

8.1 Payment. Unless otherwise agreed by the Company and the Investor, all payments, if any, shall be made in lawful money of the United States of America. Payment shall be credited first to Costs (as defined below), if any, then to accrued interest due and payable and any remainder applied to principal. This Convertible Note shall not be prepayable prior to the BCA Termination; thereafter, prepayment of principal, together with accrued interest, may not be made without the prior written consent of the Majority in Interest. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

8.2 Costs, Expenses; Indemnity. The Company hereby agrees, subject only to any limitation imposed by applicable Law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Holder in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by declaration or otherwise ("**Costs**"). The Company agrees that any delay on the part of the Holder in exercising any rights hereunder will not operate as a waiver of such rights. The Holder shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the party or parties waiving such rights or remedies. If any action at law or in equity is necessary to enforce or interpret the terms of this Convertible Note, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The Company shall indemnify and hold the Investor harmless from any loss, cost, liability and legal or other expense, including attorneys' fees of the Investor's counsel, which the Investor may directly or indirectly suffer or incur by reason of the failure of the Company to perform any of its obligations under this Convertible Note or any agreement executed in connection herewith; provided, however, that the indemnity agreement contained in this Section 8.2 shall not apply to liabilities which the Investor may directly or indirectly suffer or incur by reason of the Investor's own gross negligence or willful misconduct.

8.3 Security. This Convertible Note is a general unsecured obligation of the Company.

8.4 Successors and Assigns. The terms and conditions of this Convertible Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however that the Company may not assign its obligations under this Convertible Note without the prior written consent of the Investor.

8.5 Governing Law.

(a) This Convertible Note, and any claim or cause of action hereunder based upon, arising out of or related hereto (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Convertible Note, shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

(b) Notwithstanding the foregoing Section 8.5(a), from and after a BCA Termination, this Convertible Note and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

8.6 Dispute Resolution.

(a) THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS CONVERTIBLE NOTE AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS CONVERTIBLE NOTE MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED HEREIN OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONVERTIBLE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONVERTIBLE NOTE OR THE TRANSACTIONS CONTEMPLATED BY THIS CONVERTIBLE NOTE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) 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 THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONVERTIBLE NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.6.

(b) Notwithstanding the foregoing Section 8.6(a), from and after a BCA Termination, any dispute or claim that arises out of or in connection with this Convertible Note or its subject matter or formation (including non-contractual disputes or claims) shall be finally settled in accordance with the rules of the Dubai International Financial Centre — London Court of International Arbitration ("**DIFC-LCIA**") (which rules are deemed incorporated by reference in this Convertible Note). The arbitration shall be conducted by an arbitration tribunal consisting of one arbitrator appointed in accordance with the rules of the DIFC-LCIA. The arbitration shall take place in the English language and the seat shall be the DIFC-LCIA Arbitration Centre in the Dubai International Financial Centre, in Dubai, United Arab Emirates. Judgment for any award rendered may be entered in any court having jurisdiction or an application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Nothing in this Section shall preclude any party from seeking provisional measures to secure its rights from any court having jurisdiction or where any assets of the other party may be found. The arbitration proceedings contemplated by this Section and the content of any award rendered in connection with such proceeding shall be kept confidential by the parties.

8.7 Financing Agreements. The Investor understands and agrees that the conversion of the Convertible Note into Company Conversion Shares may require the Investor's execution of certain agreements relating to the purchase and sale of such securities as well as shareholders agreement, subscription agreement, registration, co-sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities. The Investor agrees to execute all such agreements in connection with the conversion.

8.8 Severability. If one or more provisions of this Convertible Note are held to be unenforceable under applicable Law, such provision shall be excluded from this Convertible Note and the balance of the Convertible Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8.9 Acknowledgement. For the avoidance of doubt, it is acknowledged that the Investor shall be entitled to the benefit of all adjustments in the number of shares of Company Common Shares issuable upon conversion of the Company Preferred Shares or as a result of any splits, recapitalizations, combinations or other similar transaction affecting the Company Common Shares or Company Preferred Shares underlying the Company Conversion Shares that occur prior to the conversion of the Convertible Note pursuant to Section 3. In addition, each party acknowledges that it: (i) has read this Convertible Note; (ii) has been represented in the preparation, negotiation, and execution of this Convertible Note by legal counsel of its own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Convertible Note; and (iv) is fully aware of the legal and binding effect of this Convertible Note.

8.10 Further Assurance. From time to time, the Company shall execute and deliver to the Investor such additional documents and shall provide such additional information to the Investor as the Investor may reasonably require to carry out the terms of this Convertible Note and to be informed of the financial and business conditions and prospects of the Company. The Investor agrees and covenants that at any time and from time to time the Investor will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Convertible Note and to comply with applicable Laws or other regulatory approvals.

8.11 Transfer of a Convertible Note.

(a) Notwithstanding anything to the contrary in this Convertible Note, but subject to Section 8.11(b), the Investor may not, without the prior consent of the Company, transfer or assign all or any portion of its rights under this Convertible Note other than to its controlled Affiliates or any fund or account managed by the same investment manager as the Investor; provided, that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Convertible Note and makes the representations and warranties in Section 5. In the event of such a transfer or assignment, the Investor shall immediately provide the Investor with the information set forth in Schedule B of the Subscription Agreement with respect to any such transfer or assignment.

(b) Notwithstanding the foregoing, from and after a BCA Termination, this Convertible Note and all rights hereunder shall not be transferable in whole or in part by the Investor without prior written notice to the Company; provided that, the Investor may transfer this Convertible Note to its Affiliates so long as any such Affiliate(s) can make the representations set forth in Section 5 above.

8.12 Entire Agreement: Amendments and Waivers; Termination.

(a) The Subscription Agreement and this Convertible Note constitutes the full and entire understanding and agreement between the Company and the Holder with regard to the subjects hereof.

(b) The Company's agreements with each Holder are separate agreements, and the sales of the Convertible Notes to each Holder are separate sales. Nonetheless, from and after a BCA Termination, any term of the Convertible Notes in the Series may be amended and the observance of any term of this Convertible Note in the Series may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Majority in Interest; provided, however, that Sections 3.4, 8.4 and 8.12 may not be amended or waived without the written consent of the Investor; provided further that if any such amendment or waiver would reasonably be expected to have a material and adverse effect upon any Holder that is disproportionate to the material and adverse effect of such amendment or waiver on the other Holders, then such amendment or waiver shall also require the written consent of such disproportionately affected Holder. Any waiver or amendment effected in accordance with this Section 8.12 shall be binding upon the Company and each current and future member of the Note Group.

(c) Other than as specified herein, this Convertible Note shall terminate following the earlier of its repayment, exchange for Holdings Common Shares A upon a De-SPAC Completion Exchange or conversion, in each case in accordance with the terms hereof; provided that Section 4, Section 5, Section 6, Section 7, Section 8.2, Section 8.4-8.6, Section 8.8, Section 8.10, Section 8.16 (solely with respect to Section 11(k) of the Subscription Agreement) and Section 8.17 shall survive any termination of this Convertible Note pursuant to a De-SPAC Completion Exchange.

8.13 Exculpation Among Holders. Each Holder acknowledges that it is not relying upon any person, firm, corporation or shareholder, other than the Company and its officers and directors in their capacities as such, in making its investment or decision to invest in the Company. Each Holder agrees that no other Holder nor the respective controlling persons, officers, directors, partners, agents, shareholders or employees of any other Holder shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase and sale of the Convertible Notes.

8.14 Equity Instrument. Notwithstanding anything herein or in any other agreement to the contrary, this Convertible Note shall be treated as equity in the Company for tax purposes and the tax treatment and fair market value thereof shall be determined by the Investor, and such determination shall be binding on the parties for all tax reporting purposes.

8.15 Counterparts: Manner of Delivery. This Convertible Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.16 Incorporation. The provisions of Section 11(b), Section 11(e), Section 11(k), Section 11(m) and Section 11(o) of the Subscription Agreement shall apply, *mutatis mutandis*, to this Convertible Note.

8.17 Expenses. Each of the Company, Holdings and the Investor shall each bear its respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Convertible Note and the transactions contemplated herein; provided, however, that Holdings shall reimburse the Investor for its attorneys' fees incurred in connection with the transactions contemplated by this Convertible Note prior to a BCA Termination.

8.18 Use of Proceeds. The Company shall use and deploy the Note Purchase Price (and the Note Purchase Price from the sale of the other Convertible Notes in the Series) for general corporate purposes, including, but not limited to, funding for acquisitions and other business opportunities.

8.19 Bank Account. The Note Purchase Price shall be paid by the Investor on or prior to the date hereof by wire transfer to the bank account set forth below:

[Omitted]

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Company, Holdings and the Investor has caused this Convertible Note to be executed by its duly authorized representative as of the date first written above.

SWVL INC.,

By: _____
Name: Mostafa Kandil
Title: Chief Executive Officer

PIVOTAL HOLDINGS CORP,

By: _____
Name: Mostafa Kandil
Title: Director

[INVESTOR],

By:_____
Name:
Title:

[*Signature Page to Convertible Note*]

Exhibit 10.8

AGREEMENT FOR THE SALE AND PURCHASE OF SHARES OF

SHOTL TRANSPORTATION, S.L.

ENTERED INTO BY AND BETWEEN

MARFINA, S.L.

And

CAMINA LAB, S.L.

AS SELLERS

Mr. OSVALD MARTRET MARTÍNEZ

And

Mr. GERARD MARTRET MARTÍNEZ

AS FOUNDERS

And

SWVL GLOBAL FZE

AS BUYER

And

SWVL INC.,

BARCELONA, 18 AUGUST 2021

CONTENT

SALE AND PURCHASE AGREEMENT

In Barcelona, on 18 August 2021.

BY AND BETWEEN

(i) ON THE ONE PART,

MARFINA, S.L., a company duly incorporated and existing under the laws of Spain for an indefinite period of time, by virtue of a public deed granted on 19 June 1990 before the Notary Public of Barcelona, Mr. Antonio-Carmelo Agustín Torres, under the number 2,003 of his official records, registered with the Mercantile Registry of Barcelona, at Volume 39,175, Sheet 179, Page B-6,285, having its registered office at Paseo Comerç, 100, Sabadell, 08203 , Barcelona, and holder of the tax identification code (NIF) number **** (the "**Seller 1**").

The Seller 1 is duly represented by Mr. Josep Maria Martí Escrusell, a Spanish citizen, of legal age, with professional domicile in Sabadell (Barcelona), at Paseo Comerç, 100, and holder of valid identity card of her nationality (DNI) number ****, who is duly authorized to sign and execute this agreement in his capacity as joint and several managing director (*consejero delegado solidario*).

(ii) ON THE OTHER PART,

CAMINA LAB, S.L., a company duly incorporated and existing under the laws of Spain for an indefinite period of time, by virtue of a public deed granted on 28 June 2006 before the Notary Public of Barcelona, Mr. Enrique Hernández Gajate, under the number 2,043 of his official records, registered with the Mercantile Registry of Barcelona, at Volume 38812, Sheet 63, Page B-336420, having its registered office at Calle Jesús Serra Santamans 2, Sant Cugat del Vallés, Barcelona, and holder of the tax identification code (NIF) number **** (the "**Seller 2**").

The Seller 2 is duly represented by Mr. Osvald Martret Martínez, a Spanish citizen, of legal age, with professional domicile at Calle Jesús Serra Santamans 2, Sant Cugat del Vallés, Barcelona, and holder of valid identity card (DNI) number ****, who is duly authorized to sign and execute this agreement in his capacity as joint and several director (*administrador solidario*).

Seller 1 and Seller 2 shall be jointly referred to as the **"Sellers"**.

(iii) ON THE OTHER PART,

Mr. Osvald Martret Martínez ("**Founder 1**"), a Spanish citizen, of legal age, married, with professional domicile at Calle Jesús Serra Santamans 2, Sant Cugat del Vallés, Barcelona and holder of valid identity card (DNI) number ****. The Founder 1 is acting hereto in his own name and on his own behalf.

(iv) ON THE OTHER PART,

Mr. Gerard Martret Martínez ("**Founder 2**"), a Spanish citizen, of legal age, single, with professional domicile at Calle Jesús Serra Santamans 2, Sant Cugat del Vallés, Barcelona and holder of valid identity card (DNI) number ****. The Founder 2 is acting hereto in his own name and on his own behalf.

Founder 1 and Founder 2 shall be jointly referred to as the **"Founders"**. Each of the Founders are a party of this Agreement for the sole purposes of assuming the obligations of the Founders set forth in Clause 13 of this Agreement.

(v) ON THE OTHER PART,

SWVL GLOBAL FZE, a Limited Liability Free Zone Establishment incorporated under the Dubai World Trade Centre Authority ("DWTCA") Company Rules and Regulations under Dubai law No 9 of 2015, registered with the Mercantile Registrar of Companies of Dubai World Trade Center Authority under number 0361, having its registered office at Office No :02.08 the offices 4 at One Central, Dubai World Trade Centre and without tax identification code since there is no corporate income tax in UAE (the "**Buyer**").

The Buyer is duly represented by Mr. Mostafa Essa Mohamed Mohamed Kandil, a citizen of The Arab Republic of Egypt, of legal age, with professional domicile in Office No :02.08 the offices 4 at One Central, Dubai World Trade Centre, and holder of valid Passport of his nationality number ****, who is duly authorized to sign and execute this agreement in his capacity as CEO of the Buyer.

(vi) AND ON THE OTHER PART,

SWVL INC., a company duly incorporated and existing under the laws of the territory of the British Virgin Islands, registered with the Registrar of Corporate Affairs of the British Virgin Islands under number 1945550, having its registered office at Maples Corporate Services (BVI) Limited Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the "**SWVL INC**").

SWVL INC is duly represented by Mr. Mostafa Essa Mohamed Mohamed Kandil, a citizen of The Arab Republic of Egypt, of legal age, with professional domicile in Office No :02.08 the offices 4 at One Central, Dubai World Trade Centre, and holder of valid Passport of his nationality number ****, who is duly authorized to sign and execute this agreement in his capacity as CEO of SWVL INC.

The Sellers and the Buyer shall hereinafter be individually referred to as a "**Party**" and jointly as the "**Parties**".

RECITALS

A. Shotl Transportation, S.L. is a Spanish company with registered address at Calle Jesús Serra Santamans 2, Sant Cugat del Vallés, Barcelona, recorded at the Commercial Registry of Barcelona under volume 45843, sheet 23 and page number B-500723 and tax identification number **** (hereinafter, "**Shotl**" or the **"Company"**).

The Company's corporate purpose includes the development, implementation and commercialisation of new mobility and transport systems.

In particular, along the lines of its corporate purpose, the Company is the owner of (i) the passenger App (for iOS and Android) named "Shotl", (ii) the driver App (for iOS and Android) named "Shotl", used for the provision of mobility services (the "**Business**").

The Company's' share capital is set at EUR 45,604, divided into 45,604 shares of EUR 1 of nominal value each, numbered from 1 to 45,604, both inclusive, of a single class and fully subscribed and paid up (the "**Shares**").

Currently, the shareholders of the Company are:

Shareholder	Number of shares	Numeration	Percentage stake
MARFINA, S.L.	13,681	30,003-42,860 and 44,782-45,604	30%
CAMINA LAB, S.L.	31,923	1 –30,002; and 42,861-44,781	70%
TOTAL	**45,604**	**1-45,604**	**100%**

The Sellers have full title ownership over 45,604 shares of the Company representing 100% of its share capital (hereinafter, the "**Share Capital**"), pursuant to:

a. The incorporation deed, executed on 17 March 2017 before the Notary Public of Barcelona, Mr. Xavier Roca Ferrer, under the number 741 of his official records.

b. Capital increase executed on 28 July 2017 before the Notary Public of Barcelona, Mr. Joan Carles Ollé Favaro, under the number 1596 of his official records.

c. Capital increase executed on 26 November 2018 before the Notary Public of Barcelona, Mrs. Inmaculada Rúbies Royo, under the number 2434 of his official records.

d. Shares purchase, executed on 2 July 2021 before the Notary Public of Barcelona, Mr. Joan Rúbies Mallol, under the number 2407 of his official records.

B. Buyer's current capital structure is described under **SCHEDULE B.**

C. SWVL INC is engaged in a de-SPAC as a result of which it is foreseen that the shareholders of SWVL INC will ultimately become shareholders of Pivotal Holdings Corp, that will be trading by then, presumably, in the NASDAQ Stock Exchange (**"Pivotal Holdings"**) (the **"de-SPAC Process"**). According, to the terms and conditions set forth in this Agreement, SWVL INC will assume certain obligations of the Buyer vis-à-vis the Sellers and, among others, will pay on account of the Buyer the portion of the Purchase Price described under Clause 3 below, by transferring the Pivotal Shares. Terms, conditions and tax and accountant implications arising from SWVL INC assuming the payment obligations of the Buyer will be agreed amongst them.

D. The Buyer has conducted through its advisors, a limited due diligence exercise on the Company and the Business (the "**Due Diligence**") based on the information provided by the Sellers through a cloud service (the **"VDR"**). For the purposes of what is foreseen in Clause 7.3.2.10 below, the Sellers will deliver on Closing to the Buyer, a portable memory device including the contents of the documentation uploaded in the VDR until the Closing Date (the "**USB**").

E. The Parties wish to set out the terms and conditions under which the Buyer shall purchase and acquire, and the Sellers shall sell and transfer a number of shares representing 55% of the Company's Share Capital (the **"Shares"**). Moreover, the Parties acknowledge that their intention is to enter good faith discussions aiming to explore the sell and transfer of the remaining shares composing the Share Capital in favour of the Buyer or any other member of the Buyer 'group. In this regard, the Sellers also acknowledge that during the period of time commencing on the date of execution of this Agreement an ending six months after Closing, none of the shares of the Company will be offered, sold or otherwise transferred by the Sellers to any third-party.

F. Considering the foregoing, Each Party acknowledges that the other Party has sufficient legal capacity to enter into this share sale and purchase agreement (the "**Agreement**") which shall be governed by the following

CLAUSES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the Schedules unless the context shall otherwise require:

1.1.1 words and expressions shall be interpreted in accordance with and have the following meanings:

"**Affiliate**" means, with respect to any Party, any other person which, directly or indirectly, controls, is controlled by, or is under common Control with the specified Party according to article 42 of the Spanish Commercial Code;

"**Agreement**" means the present agreement;

"**Basket**" has the meaning set out in Clause 8.6.1.2

"**Budget**" has the meaning set out in 3.3.2;

"**Business**" has the meaning set out in Recital A;

"**Business Plan"** has the meaning set out in Clause 3.3.2;

"**Buyer**" means SWVL GLOBAL FZE;

"**SWVL INC**" means SWVL INC;

"**Buyer Representations and Warranties**" has the meaning set out in Clause 10;

"**Cash**" has the meaning set out in in Schedule 4.1.2;

"**Civil Code**" means the Spanish Common Civil Code (*Código Civil Común*) version in force as of the date of this Agreement;

"**Claim**" has the meaning set out in Clause 9.1;

"**Company**" means Shotl Transportation, S.L.;

"**Completion Notice**" has the meaning set out in Clause 5.2;

"**Condition Precedent"** has the meaning set out in Clause 5.1;

"**Closing Cash Consideration**" has the meaning set out in Clause 3.2.1.1;

"**Confidential Information**" has the meaning set out in Clause 14.1;

"**Closing**" has the meaning set out in Clause 7.1;

"**Closing Date**" has the meaning set out in Clause 7.1;

"**Control**" including its different verbal conjugations and derivations (such as "Controlled" or "of Control"), has the meaning established in Section 42 of the Commercial Code;

"**Damage**" has the meaning set out in Clause 8.5;

"**Debt and Cash and Working Capital Certificate**" has the meaning set out in Clause 4.1;

"**Deferred Payment**" has the meaning set out in Clause 3.2.1.2;

"**de Minimis Franchise**" has the meaning set out in Clause 8.6.1.1;

"**Due Diligence**" has the meaning set out in Recital D;

"**Eur**" or "**Euro**" means Euros, being USD 1.00 equivalent to Eur 0.85;

"**Connected Person to the Sellers** " means, in respect of any Seller:

(i) its Affiliates (excluding the Company); and

(ii) each of their respective directors and, in case of a Person which is an individual, the persons within its first degree of consanguinity or affinity.

"Contingent Consideration" has the meaning set out in Clause 3.3.1;

"**FDI Authorization**" has the meaning set out in Clause 5.1;

"Financial statement" has the meaning set out in section 2.3.1 of the Sellers' Representations and Warranties.

"**Fixed Consideration**" means the consideration set forth in Clause 3.2.1;

"**Founder 1**" means Mr. Osvald Martret Martínez;

"**Founder 2**" means Mr. Gerard Martret Martínez;

"**Founders**" means jointly Mr. Osvald Martret Martínez and Mr. Gerard Martret Martínez;

"**Fundamental Representations and Warranties**" has the meaning set out in Schedule 8;

"**GDPR**" means General Data Protection Regulation;

"**Gross Financial Debt**" has the meaning set out in in Schedule 4.1.2;

"**Intellectual Property Rights**" means any trading names, trademarks, patents and other intellectual or industrial property, as well as intellectual property rights on the software and computer programs;

"**Interim Period**" has the meaning set out in Clause 6.1;

"**Loan Agreement**" means the Loan Agreement to be subscribed on the date hereof by the Sellers, the Buyer and the Company by virtue of which the Buyer will grant to the Company a loan for an amount of $ 400,000;

"**Long Stop Date**" means 31 May 2022;

"**Net Financial Debt"** means the financial debt of the Company, calculated as provided in Schedule 4.1.2;

"**New Shareholders' Agreement**" has the meaning set out in Clause 7.3.1.2;

"**Payment at Closing**" has the meaning set out in Clause 3.2.1.1;

"Pivotal Holdings" has the meaning set out in Recital C;

"**Pivotal Shares**" has the meaning set out in Clause 3.2.1.2;

"**Phantom Shares Amount**" means the aggregate amount payable to the phantom shares beneficiaries at the Closing Date, including any applicable withholdings related with the Phantom Shares and their payment.

"**Phantom Shares Plan"** means the phantom shares plan granted by the Company in favour of key employees that was approved by the Company on 26 November 2019;

"**Pre-Closing Certificate**" has the meaning set out in Clause 7.2;

"Purchase Price" has the meaning set out in Clause 3.1;

"**Response**" has the meaning set out in Clause 9.2;

"**Roll Over**" has the meaning set out in Clause 3.2.1.2;

"**Shareholders' Agreement**" means the shareholders' agreement regarding the Company in force before the execution date;

"**Share Capital**" has the meaning set out in Recital A;

"**Shares**" means the 55% of the current share capital of the Company;

"**SHOTL**" means the Company;

"Signing Date" has the meaning set out in Clause 6.1;

"**Seller 1**" means MARFINA, S.L.;

"**Seller 2**" means CAMINA LAB, S.L.;

"**Sellers**" means jointly Seller 1 and Seller 2;

"**Sellers' Bank Accounts**" has the meaning set out in Clause 3.2.2;

"**Sellers Representations and Warranties**" has the meaning set out in Clause 8.1;

"Service Agreements" has the meaning set forth under section 2.8.2 of the Sellers Representations and Warranties;

"**Spanish Companies Act**" means the Royal Legislative Decree 1/2010, of 2 July, which passes the consolidated text of the Spanish Companies' Act;

"**Tax**" or "**Taxes**" means (i) all national, regional, local, municipal, foreign or other taxes including, without limitation, taxes, whether direct or indirect, and whether levied by reference to income, profits, gains, net wealth, gross receipts, license, excise, severance, stamp, occupation, premium, franchise, real property, personal property, sales, use, transfer, registration, escheat, unclaimed property, asset values, turnover, value added or other reference and local or municipal imposition, duties, contributions and levies (including employment contributions, payroll taxes and social security contributions), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax otherwise), in respect of the Company, and (ii) any related interest, fines or penalties relating to the foregoing or resulting from a failure to comply with any provisions of any enactment relating to tax;

"**Third Party Claim**" has the meaning set out in Clause 9.3;

"**Transaction**" means the transfer by the Sellers to the Buyer of the Shares, pursuant to the terms and conditions of this Agreement;

"Transaction Documents" means this Agreement, the New Shareholders' Agreement and the Loan Agreement*;*

"**USB**" has the meaning set out in Recital D;

"**USD**" or **"$**" means American dollars;

"**VDR**" means the Virtual Data Room available to the Buyer through Intralinks and USB for carrying out the Due Diligence process available from 14 June 2021 to 9 August 2021;

"**Working Capital**" means the difference between assets and liabilities of the Company at Closing;

1.1.2 the headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.1.3 references to one gender include all genders;

1.1.4 the expressions "ordinary course of business" or "business in the ordinary course" mean the ordinary and usual course of business of the Company (including the operational and commercial policies, practices and procedures) as conducted by the Company in the twelve months preceding the date hereof and according to the standard practices of the Company;

1.1.5 reference to the singular shall include the plural and vice versa;

1.1.6 where a word or expression is given a particular meaning, other grammatical forms or parts of speech of such word or expression shall bear a corresponding meaning; and

1.1.7 unless otherwise stated, reference to Recitals, Clauses and Schedules are to recitals, clauses, and schedules of and to the Agreement. Schedules form part of and shall be construed as one with this Agreement.

2. PURPOSE OF THIS AGREEMENT: SALE AND PURCHASE OF THE SHARES

2.1 The purpose of this Agreement is the sale and transfer of the Shares by the Sellers to the Buyer. Therefore, subject to the terms and conditions of this Agreement (including, in particular, the satisfaction or waiver of the Condition Precedent on the terms set forth therein), at Closing, the Sellers shall sell and transfer to the Buyer, who shall purchase and acquire full title ownership over the Shares free of any charges, encumbrances or third party rights, in consideration of the payment of the Purchase Price, and together with any and all rights and benefits attached to them as from Closing Date, including, without limitation, any dividends which may accrue as from such date.

3. PRICE AND METHOD OF PAYMENT OF THE PRICE

3.1 Purchase price

The total purchase price payable by the Buyer and SWVL INC to the Sellers as consideration for the Shares received by the Buyer shall be equal to (i) the Fixed Consideration, plus (ii) if and to the extent accrued, the Contingent Consideration set out in Clause 3.3 below. The Fixed Consideration together with the Contingent Consideration will be the **"Purchase Price"**.

3.2 Fixed Consideration

3.2.1 The Buyer and SWVL INC shall pay to the Sellers a fixed consideration for the Shares for a total amount of $ 4,014,960.55 (€ 3,412,716.47) (the "**Fixed Consideration**") which shall be payable as follows:

3.2.1.1 $1,004,986.85 (€ 854,238.82) (hereinafter the "**Payment at Closing**") which shall be distributed between the Sellers as stated in the Pre-Closing Certificate and shall be paid by the Buyer to the Sellers in cash on the Closing Date (the **"Closing Cash Consideration"**).

3.2.1.2 Additionally, after Closing, a total amount of $ 3,009,973.70 (€ 2,558,477.65) shall be disbursed by the Buyer or SWVL INC in favour of the Sellers (the "**Deferred Payment**") in the following terms:

(i) SWVL INC undertakes to pay the Sellers on account of the Buyer, an amount of 100,000 common shares of Pivotal Holdings listed in the NASDAQ Stock Exchange, of $10 face value equivalent to $1,000,000 (the "**Pivotal Shares**"), through the transfer for no consideration of such Pivotal Shares (the **"Roll Over"**). The Roll Over shall be completed immediately upon the completion or execution of the de-SPAC Process, and in any case no later than six (6) months as from the Closing Date.

In relation thereto, the Buyer undertakes to have the Sellers informed about the de-SPAC Process and to carry out as may acts as may be necessary or convenient in order to execute the Roll Over as soon as possible after Signing Date.

In the event that SWVL INC had not transferred the Pivotal Shares in the context of the Roll Over within the term of six (6) months as from Closing Date, for any reason, the Sellers shall be entitled to request at their own discretion, that this payment obligation be substituted by a payment in cash of the $ 1,000,000 Roll-Over amount to the Sellers, which shall be payable within thirty (30) days as from the date of request of the Sellers.

(ii) Upon six months from the Closing Date, an amount of $1,004,986.85 (€ 854,238.82) shall be paid by the Buyer to the Sellers in cash.

(iii) An amount of $1,004,986.85 (€ 854,238.82) shall be paid by the Buyer upon twelve (12) months from the Closing Date in cash.

For the avoidance of doubt, it is understood that, for each instalment, each Seller shall receive the relevant portion of the applicable payment on a *pro-rata* basis, that is, in proportion to their percentage of shares in the Company owned as of the date of execution of this Agreement.

3.2.2 The Fixed Consideration is definitive and final and is not subject to any adjustment.

3.2.3 Payments in cash of the Payment at Closing shall be made by means of a swift transfer in immediately available funds to the bank accounts of the Sellers included in the Pre-Closing Certificate (the "**Sellers' Bank Accounts**"), net of any charge or commission.

At Closing, the Buyer shall make the relevant bank transfer payment and the Sellers shall declare that they have received the portion of the Payment at Closing received to their full satisfaction in the same public deed into which this Agreement will be notarized, granting in favour of the Buyer the fullest and most effective acknowledgment of receipt of payment pending due receipt of the transfer of funds (*salvo buen fin de la transferencia*).

Payments in cash of the Deferred Payment and the Contingent Consideration, if any, shall be made by means of a swift transfer in immediately available funds to the bank accounts of the Sellers included in a certificate to be provided by the Sellers to the Buyer before the payment, net of any charge or commission.

3.3 Contingent Consideration

3.3.1 Where applicable, the Sellers shall be entitled to receive from Buyer on a *pro-rata* basis, as an additional consideration for the Shares transferred by the Sellers to Buyer under this Agreement, a contingent amount of $608,928.60 (€ 517,589.31), in accordance with the terms and conditions set out in Schedule 3.3.1 (the "**Contingent Consideration**").

3.3.2 The Parties acknowledge that fulfilment of the milestone set forth in Schedule 3.3.1 requires the fulfilment of a 18 months business plan and budget regarding the Company to be drafted by the Sellers and approved by the Buyer prior to Closing (the **"Business Plan"**) (the **"Budget"**). The Buyer undertakes to inject the necessary funds in the Company to fulfil the milestone according to the terms foreseen in the Business Plan and Budget.

3.3.3 The Parties expressly agree that the Contingent Consideration shall be, if finally accrued and payable, a single amount that forms part of the total Purchase Price payable for the transfer of Sellers' Shares to the Buyer, but that shall in no event constitute or be deemed as a recurrent or regular (annually or otherwise) payment, remuneration or consideration of any nature.

3.4 Indemnification payment adjustments

3.4.1 Any and all indemnification payments made by the Sellers to the Buyer pursuant to this Agreement shall be treated for tax purposes as adjustments to the Purchase Price.

4. DEBT, CASH AND WORKING CAPITAL CERTIFICATE

4.1 The Sellers will provide to the Buyer five (5) Business Days prior to the Closing Date a certificate (the **"Debt, Cash and Working Capital Certificate"**) stating:

4.1.1 the amount of cash available (and free of disposal and not subject to any encumbrance or restriction) on that date in (i) all of the Company's' bank accounts, (ii) any bank deposits held by the Company; and (iii) any other equivalent asset that may be included in any cash caption of the annual accounts;

4.1.2 the amount of the Net financial Debt on that date and calculated in accordance with the terms and conditions set forth under **SCHEDULE 4.1.2;** and

4.1.3 the amount of Working Capital on that date.

4.2 The Debt, Cash and Working Capital Certificate shall be included in the Pre-Closing Certificate set out in Clause 7.2. and shall be prepared and issued by the CFO of the Company, according to the terms set forth in this Agreement.

4.3 The Debt, Cash and Working Capital Certificate shall only be issued by the Company for information purposes of the Buyer and shall have no impact on the Purchase Price or any other payment to be made by the Buyer in accordance with this Agreement.

5. CONDITION PRECEDENT

5.1 The obligations of the Parties to complete the Transaction is subject to the satisfaction or waiver on the terms set forth therein of the following condition precedent (the "**Condition Precedent**") prior to the Long Stop Date:

(i) The Buyer obtaining written confirmation from the relevant Government Authority (as at the date hereof: the Spanish Ministry of Industry, Commerce and Tourism) that no foreign direct investment authorization is required under article 7.bis of Law 19/2003, of 4 July, on legal regime of capital movements and economic transactions outside the country and on certain anti-money laundering measures (*Ley 19/2003, de 4 de julio, sobre régimen jurídico de los movimientos de capitales y de las transacciones económicas con el exterior y sobre determinadas medidas de prevención del blanqueo de capitales*) (the "**FDI Authorization**"); or

(ii) If the relevant Governmental Authority confirms that the FDI Authorization is required, the Buyer, with the assistance of the Sellers, obtaining the FDI Authorization.

5.2 The Parties undertake to use all reasonable efforts so that the Condition Precedent is satisfied as soon as possible after the execution of this Agreement. The Buyer shall promptly give notice to the Seller of the satisfaction of the Condition Precedent (and in any event within 5 Business Days as from such moment) (the "**Completion Notice**").

5.3 The Parties' obligation to carry out the Closing actions in accordance with Clause 7.3 shall be effective from the date on which the Condition Precedent has been satisfied or waived by the Buyer on the terms set forth herein.

5.4 In accordance with Article 1,450 of the Civil Code, this Agreement is effective (*perfeccionado*) by means of its execution by the Parties, being therefore binding and enforceable upon them from the date hereof; provided, however, that the completion of the Transaction (meaning the effective transfer of the Shares to the Buyer) is postponed until the Condition Precedent is satisfied or waived and is subject to the occurrence of the Closing. Upon the satisfaction or waiver of the Condition Precedent, and the occurrence of the Closing, in each case on the terms set forth herein, the effectiveness of the purchase and sale of the Shares shall be as of the Closing Date.

5.5 In case that the Condition Precedent is not satisfied or waived at the Long Stop Date, the Buyer and the Sellers shall each have the right (but not the obligation) to terminate this Agreement and the transaction contemplated hereunder, provided that a Party may not give such termination notice if it is in material breach of its obligations, covenants and undertakings set out in this Agreement. If the Buyer or any Seller terminates this Agreement pursuant to this Clause, this Agreement shall then automatically terminate and be of no further force or effect and no Party shall have any claim hereunder of any nature whatsoever against the other Party without prejudice to any accrued rights they may have and the Sellers shall retain ownership of the Shares.

6. INTERIM PERIOD

6.1 From the date of execution of this Agreement (**"Signing Date"**), the Sellers undertake to manage and operate the Company in the ordinary course of business in accordance with past practices and in all material respects until the Closing Date (the "**Interim Period**") and in particular, during the Interim Period, they undertake that the Company does not:

(i) make any substantial change to the nature or organization of its Business;

(ii) discontinue or cease to operate all or a material part of the Business;

(iii) acquire or agree to acquire any share or other interest in any company, entity, partnership or other venture;

(iv) dispose of any part of its assets except in the ordinary course of trading;

(v) enter into any agreement or incur any commitment involving any capital expenditure which, together with all other capital commitments entered into between the date of this Agreement and the Closing Date, exceeds € 50,000;

(vi) terminate or adversely change the terms of any material contract

(vii) increase the salary of any officer, director or employee of the Company except for increases (i) carried out in accordance with the terms of the employment contracts which are in force as of the date hereof; (ii) carried out in accordance with the terms of collective bargaining agreements, collective agreements or other similar arrangements binding upon the Company, as may be amended during the Interim Period following standard practices in the sector or of the Company;

(viii) hire any employee with a fixed annual salary in excess of € 75,000, except to the extent that any such employee is hired to replace another whose fixed annual salary exceeded such amount;

(ix) grant to, or otherwise enter in to, any loans for the benefit (whether direct or indirect) of any officer, director or employee; or

(x) pay any employment bonus or any other irregular or non-ordinary course benefit or payment to any officer, director or employee;

(xi) assign, license, charge or otherwise dispose of any Intellectual Property Rights other than software licenses of use which may be granted in the ordinary course of business;

(xii) incur any additional borrowings (other than as expressly provided for in this agreement or by bank overdraft or similar facility in the ordinary course of business and within the limits subsisting at the date of this Agreement) or incur any other financial indebtedness;

(xiii) declare, make or pay any dividend or other kind of distribution (including the reimbursement of contributions) to shareholders;

(xiv) take part in any merger, spin-off or any other structural change (*modificación estructural*) or winding-up or file an application for insolvency or liquidation;

(xv) make any change in its business structure or organization;

(xvi) increase or decrease its share capital, issue any new shares, options, warrants, bonds or any other securities or rights granting the right to acquire or subscribe for shares in the Company; and

(xvii) grant or create any charge over any asset or shares of the Company, other than charges arising by operation of Law in the ordinary course of business.

6.2 Notwithstanding the provisions of Clause 6.1 above, the Sellers may request authorization from the Buyer in order to carry out the actions provided for in such clause, by means of a written notice to the Buyer, in accordance with the terms provided for in Clause 19 below and which shall not be unreasonably withheld or delayed by the Buyer. In the event that the Buyer do not respond to the notification of the Sellers within five (5) days from the receipt of the same, the Sellers shall be entitled to carry out such actions.

7. CLOSING

7.1 Date and location

On the terms and subject to the conditions set out in this Agreement, completion of the Transaction (**"Closing"**) shall take place at the offices of the notary public of Barcelona designated by the Buyer, who shall bear the costs of appearance by the said notary public, on the 10th Business Day following the date on which the Condition Precedent has been satisfied or waived on the terms set forth in Clause 5 above, or such other time and place as the Buyer and the Sellers may agree to in writing (the "**Closing Date**").

7.2 Pre-Closing Certificate

The Sellers shall deliver to the Buyer five (5) Business Days prior to Closing Date a certificate (the **"Pre-Closing Certificate"**) with the following documents and information: (i) the Debt, Cash and Working Capital Certificate (as this term is defined in Clause 4.1 above); (iii) the distribution of the Payment at Closing between the Sellers as well as the indication of which amounts need to be transferred to the Company for the payment of the Phantom Shares amount; and (iv) the Sellers' and the Company's Bank Accounts.

7.3 Actions at Closing

At Closing, all of the actions indicated below shall take place simultaneously as a single act (*en unidad de acto*), which shall be deemed to have been carried out at Closing. For the avoidance of doubt, Closing shall not take place until and unless all of the following actions have been carried out:

7.3.1 Actions to be carried out by all Parties:

7.3.1.1 Deed of Closing. The Parties shall execute, before the notary public, a deed of transfer of shares (*escritura de cierre*) pursuant to which, *inter alia*, (i) the Parties shall formalize (*elevar a público*) this Agreement; and (ii) the Sellers shall transfer ownership and deliver the Shares to the Buyer and the Buyer, in turn, acquires and receives the Shares.

In the Deed of Closing, specifically, amongst other matters, the Sellers shall:

(i) Grant the Buyer acknowledgement of receipt of the Payment at Closing received pending due receipt of the transfer of funds (*salvo buen fin de la transferencia*);

(ii) transfer ownership of the Shares to the Buyer according to the relevant proportions; and

(iii) ratify the Seller Representations and Warranties.

Likewise, in the Deed of Closing, amongst other matters, the Buyer shall:

(i) declare that it has received from the Sellers the Pre-Closing Certificate prior to Closing in accordance with Clause 7.2 above; and

(ii) ratify the Buyer Representations and Warranties.

7.3.1.2 The Parties and the Company shall execute and notarize before the Notary a new shareholders' agreement of the Company, a draft of which is attached hereto as Schedule 7.3.1.2 (the "**New Shareholders' Agreement**"). The Sellers shall provide to the Buyer a written proof of termination of the former Shareholders' Agreement executed by the Sellers before or the same day as Closing.

7.3.1.3 Others. The Parties shall take any other steps and execute any other documents which it may be reasonably necessary to carry out or execute on the Closing Date in order to give effect to this Agreement.

7.3.2 Actions to be carried out by the Sellers:

7.3.2.1 Deliver the titles of ownership over the Shares. The Sellers shall deliver to the notary public the titles of ownership in order that the notary public can record thereof the transfer of the Shares.

7.3.2.2 Deliver or make available to the Buyer or their counsel the Company's corporate books (Company's books of minutes, shareholders registry book) as well as all the corporate documents, keys, passwords, and any other documentation of the Company.

7.3.2.3 Deliver a certificate issued by the governing body of each of the Sellers confirming that all the statutory and legal requirements for the transfer of the Shares have been complied with.

7.3.2.4 Deliver a certificate of secretary of the board of directors of the Company attesting that any legal requirements under the Company's articles of association to transfer the Company Shares have been fulfilled.

7.3.2.5 Deliver a copy of the resolutions of the General Shareholders' Meeting of each of the Sellers approving the Transaction, for the purposes of article 160(f) of the Spanish Companies Act, should it be applicable.

7.3.2.6 Deliver a tax certificate stating that the Company has timely complied with the tax obligations during the last twelve (12) months.

7.3.2.7 Contribute to the Company and cause the Company to pay the amounts due by the Company to the relevant employee beneficiaries under the Phantom Shares Plan in accordance with the Pre-Closing Certificate so that the Phantom Shares Plan is fully settled and the Company is fully released from any obligations thereunder.

7.3.2.8 Deliver the Buyer letters of resignation duly signed the members of the board of directors of the Company, pursuant to which the said persons resign from their positions as directors of the Company and state that they have no claims against the Company and they waive their right to claim.

7.3.2.9 To provide a list of the powers of attorney granted by the Company which are in force at Closing Date.

7.3.2.10 To deposit, with the notary public the USB.

7.3.3 Actions to be carried out by the Buyer:

7.3.3.1 Deliver a copy of the minutes of the General Shareholders Meeting of the Company (with Buyer as shareholder) which shall (i) acknowledge the resignation of the former members of the Board of Directors, approve their management and make the new appointments to fill each of the positions on the new Board of Directors to be structured in accordance with the New Shareholders' Agreement; and (ii) amend the Company's bylaws to cancel the special rights therein included.

7.3.3.2 Pay to the Sellers the portion of the Payment at Closing as described under Clause 3.2 to the bank account of the Sellers.

7.3.3.3 The Buyer shall deliver to the Notary Public a duly completed Form D-1A to notify to the Spanish General Directorate for Trade and Investment the foreign investment effected pursuant to this Agreement.

7.3.3.4 To execute the relevant public deed and, where so required by law, submit for registration in the corresponding Commercial Registry, those resolutions that the Buyer deems necessary or convenient for the acquisition of effective control of the Company.

7.3.3.5 To register the sale and purchase in the Shareholders' Book.

8. SELLER'S LIABILITY REGIME

8.1 Sellers Representations and Warranties

The Sellers warrant to the Buyer that each of the representations and warranties included in **SCHEDULE 8** (the "**Sellers Representations and Warranties**") are true, accurate and not misleading at the date of this Agreement and will be true, accurate and not misleading at the Closing Date.

8.2 Obligation of the Sellers to indemnify the Buyer

The Sellers undertake to jointly (*mancomunadamente*), but not jointly and severally (*solidariamente*), pro rata to their respective stake in the Company, indemnify, subject to the limitations of liability under this Clause, the Buyer against any Damages resulting from:

8.2.1 Any breach of the Fundamental Representations and Warranties set forth in PART A of **SCHEDULE 8** that proves to be untrue or misleading as of the date of this Agreement or the Closing Date.

8.2.2 Any breach of the Business Representations and Warranties set forth in PART B of **SCHEDULE 8** that proves to be untrue or misleading as of the date of this Agreement or the Closing Date.

8.2.3 The breach of any of the contractual obligations undertaken by the Sellers under this Agreement or under any of the Transaction Documents.

8.3 Notwithstanding the above, in any case, each Seller makes only the Sellers' Fundamental Warranties for itself only, and no Seller shall be liable for the untruth or breach of the Sellers' Fundamental Warranties of any other Seller.

8.4 For the avoidance of doubt, the Sellers shall in no case be liable for any claim for Damages arising as a result of any breach of the Sellers Representations and Warranties contained in this Agreement to the extent circumstances giving rise to the breach of the Sellers Representations and Warranties had been expressly and fairly disclosed, excepted or qualified in such Representations and Warranties.

8.5 For the purposes of this Agreement, "**Damage**" include any loss, damage, harm, charge, liability, depreciation, penalty, fine, or surcharge, interest or expense of any kind (including the fees or costs related to attorneys, agents in court, notaries, auditors, accountants, experts or other professionals), but excluding any consequential, indirect or punitive damages and loss of profit.

8.6 Monetary limits

8.6.1 Monetary limit for Business Representation and Warranties

8.6.1.1 The Sellers shall not be liable for any Damages resulting from the breach of the Sellers Business Representations and Warranties in an amount lower than TEN THOUSAND EUROS (€ 10,000) (the "**de *Minimis* Franchise**").

8.6.1.2 The Sellers shall not be liable for any Damages resulting from the breach of the Sellers Business Representations and Warranties unless the amount recoverable, when aggregated with the amount of all Claims or Third Party Claims in respect of which the Buyer are entitled to recover (excluding, for the avoidance of doubt, any Claim or Third Party Claim for which the Buyer were not entitled to recover by reason of Clause 8.6.1.1 exceeds FIFTY THOUSAND EUROS (€ 50,000) (the "**Basket**"), in which event the whole amount of all such Claims or Third Party Claims shall be recoverable and not merely the excess.

8.6.1.3 The maximum aggregate liability payable by Sellers in respect of all and any Claims or Third Party Claims (the cap) resulting from the breach of Business Representations and Warranties, after giving effect to the exclusions provided for in Clauses 8.6.1.1 and 8.6.1.2, shall be 50% of the Purchase Price received by the Sellers at any time.

8.6.1.4 The maximum overall aggregate liability of the Sellers resulting from any of the Sellers' Fundamental Representations and Warranties being untrue, inaccurate, incomplete or misleading shall not exceed a total amount equivalent to one hundred per cent. (100%) of the Purchase Price received by the Sellers at any time.

8.6.1.5 Additionally, the Parties agree that any Leakages (as this term is define under section 2.4 of the Business Representations and Warranties) shall be paid euro for euro and, for the avoidance of doubt, shall not be subject to the exclusions provided for in Clauses 8.6.1.1 and 8.6.1.2 or any other cap on liability.

8.7 Time limitations to rise claims for breach of Representations and Warranties

8.7.1 In order for the Sellers to be liable to the Buyer for Damages under this Agreement resulting from the breach of Business Representations and Warranties, the relevant claim for liability against the Sellers shall be sent by the Buyer within two (2) years from the date hereof.

8.7.2 Notwithstanding the foregoing, the Buyer shall be entitled to claim liability from the Sellers for Damages arising from tax, regulatory, environmental, social security or employment matters, or in relation to any criminal offence or compliance matter (including under any anticorruption, an anti-bribery or anti money laundering laws or regulations), or for breach of any Fundamental Representations and Warranties, for the entire period set out under the applicable statute of limitations (*plazo de prescripción legal*), plus thirty (30) days thereafter.

8.7.3 The Sellers shall notify and/or cause the Company to notify Buyer promptly upon becoming aware of any fact or circumstance that may entail a breach of the Sellers Representations and Warranties or give rise to a Damage under this Agreement, providing all available details and information on the relevant fact or circumstance.

8.8 Recovery from a third party

8.8.1 If the Sellers have paid an amount in discharge of any Claim or Third Party Claim, and the Buyer or the Company recovers from a third party a sum which indemnifies or compensates the Buyer or the Company (in whole or in part) for the Damages which are the subject matter of such Claim or Third Party Claim, the Buyer or the Company shall pay to the Sellers as soon as practicable after receipt of such sum an amount equal to the sum recovered from the third party less any costs and expenses incurred in obtaining such recovery.

8.9 Other limitations of liability

8.9.1 Provisions and reserves. The Sellers shall not be liable in respect of any Damage or claim if and to the extent it is based on a matter reflected in or provided for or reserved (up to the amount of such provision or reserve) in the Financial Statements but only to the extent of such amount.

8.9.2 Actual nature of a loss. The Sellers will only be liable in respect of a Damage actually suffered by the Buyer or the Company. In particular, without limiting the generality of the foregoing, if any Damage shall arise by reason of some liability which at the time that the claim is notified to the Sellers is contingent only, the Sellers shall not be under any obligation to make any payment to the Buyer until such time as such contingent liability ceases to be so contingent and has become an actual liability.

8.9.3 Insurance: The Sellers shall not be liable in respect of Damage to the extent that the Claim relates to any Damage which is effectively recoverable by the Buyer (or any assignee or successor in title thereof) or the Company from any of its insurers whether such insurance is taken out before or after the Closing Date.

8.9.4 No double recovery. The same Damage under this Agreement shall only give rise to one recovery by the Buyer under this Agreement.

8.9.5 Change in Law. The Sellers shall not be liable in respect of a change in any applicable Law or substantial change in the interpretation of any applicable Law by any applicable court or by any Governmental Authority, in either case occurring after the date of this Agreement, whether or not that change, amendment or withdrawal purports to be effective retrospectively in whole or in part after the Closing Date.

8.9.6 Mitigation. Nothing in this Agreement restricts or limits the general obligation at Law of the Buyer to mitigate any Damage which it may suffer or incur as a consequence of any breach of any Sellers' Warranties or any other provision of this Agreement or in relation to any other matter, event or circumstance which gives rise to a Damage. Where the Sellers are, or may become, under any obligation to make any payment to the Buyer pursuant to this Agreement the Buyer shall take all reasonable steps to mitigate the Damage in respect of which the payment is or may become due.

8.10 Sole Remedy

The Parties acknowledge and agree that the rights and remedies contemplated in this Clause 8 in respect of a Claim or Third Party Claim are the sole remedy of the Buyer with respect to a breach of this Agreement by the Sellers and replace in their entirety the provisions addressing liability of a Seller with respect to obligations under purchase and sale or other agreements set forth in the Civil Code and in the Commercial Code (Código de Comercio), including, in particular, the rights and remedies available to a buyer in the event of dispossession of title (*evicción*) and hidden defects (*vicios ocultos*).

In relation thereto, the Sellers shall be sole parties responsible for any breach of the Sellers Representations and Warranties and the Buyer waives any right it may legally have as shareholder of the Company or otherwise to claim the directors of the Company for liability (*acción de responsabilidad*) with respect to any breach of any of the Sellers' Representations and Warranties or for any other aspect of their management prior to the date of this Agreement except in the cases of fraud or willful misconduct.

9. CLAIMS PROCEDURE

9.1 Notice of a Claim.

The Buyer shall serve written notice on the Sellers of any facts or circumstances resulting (i) in any of the Sellers Representations and Warranties being untrue, uncomplete or misleading as of the date of this Agreement; (iii) in any other Damage, resulting from the breach of any other contractual obligation under this Agreement, which may result in the Buyer seeking Damages from the Sellers (a "**Claim**").

Each notice of a Claim shall be sent in accordance with Clause 19 and shall contain, with respect to each Claim, (i) a description of the facts and the nature of the Claim, according to the information available at the moment the Notice of Claim is served, (ii) a description of the grounds on which the Seller's liability for Damages arises under this Agreement, and (iii) the amount claimed, if it is possible to quantify at that moment.

The Buyer shall promptly provide to the Sellers the information (in its possession or control) reasonably required to enable the Seller to analyse any Claim brought by the Buyer.

9.2 Seller's Response.

Within fifteen (15) Business Days from receipt of a notice of Claim in accordance with Clause 9.1 above, the Sellers shall send a written notice to the Buyer in accordance with Clause 19 (a "**Response**") stating whether:

(a) The Sellers consider that the Claim is covered by the Sellers Representations and Warranties or constitutes any other Damage under this Agreement.

   a. and accepts the amount of the Claim, in which case the Sellers shall pay to the Buyer the amount of the Claim.

   b. But does not agree with the amount of the Claim, in which case any of the Parties may start the court proceedings contemplated in Clause 20 below, but only in respect of the disputed amount.

(b) The Sellers consider that the Claim is not covered by the Sellers Representations and Warranties, or it does not constitute any breach under the Agreement and, therefore, they have no obligation to indemnify the Buyer for any Damages. In this case, any of the Parties may start the court proceedings contemplated in Clause 20 below.

In the event that the Sellers fail to send a Response to the Buyer within the required fifteen (15) Business Days period, the provisions in Clause (a)a above shall apply.

9.3 Third Party Claim.

In the event that any third party announces or serves notice of a claim (in Court or directly to the Buyer) in connection with the Sellers Representations and Warranties (a "**Third Party Claim**"), the Buyer shall give notice to the Sellers of such a Third Party Claim by serving notice of a Claim in accordance with Clause 9.2 above and no later than ten (10) Business Days after the day when the Buyer was served with the Third Party Claim.

A Third Party Claim will cause an obligation on the Sellers to indemnify the Buyer or the Company as soon as judgment is issued on the Third Party Claim requesting a payment or a settlement is reached with the third party.

The provisions in Clause 9.2 above shall also apply to notices of a Claim that are based on a Third Party Claim. Additionally, the Sellers may state in the Response that they will undertake the defence of the Buyer in the Third Party Claim, in which case the Buyer shall:

(a) Promptly execute as many powers of attorney (including general powers to conduct litigation – poderes para pleitos) in favour of as many attorneys and solicitors as the Sellers may reasonably request. The Buyer may however appoint its own co-counsel (at the Buyer's expense), in which case no action will be taken or strategy will be followed by the Sellers without consulting with the Buyer.

(b) Make available to the Sellers on a timely basis all documents, records and other materials in the possession of the Buyer required by the Sellers for its use in defending the Third Party Claim and shall otherwise cooperate with the Sellers in the defence of such a claim.

(c) not have the right to settle, adjust, accept or compromise such Third Party Claim without the consent of the Sellers; provided, however, that the Sellers shall not unreasonably withhold or delay such consent.

(d) be obliged to proceed with any recourse or appeal in the relevant Third Party Claim proceedings if so requested by the Sellers;

(e) be under a duty of diligence when directing the defence of a Third Party Claim and shall make all reasonable efforts to mitigate the Damage that may result from any such Third Party Claim.

If the Sellers does not undertake the defence of the Third Party Claim the Buyer will be entitled to conduct the defence of the Third Party Claim. In this case, the Buyer undertakes to inform the Sellers monthly about the evolution of the Third Party Claim or, earlier, if there were a relevant actions to be taken or a court resolution were made in relation to the same.

The Sellers will be bound by any judgment or settlement issued on a Third Party Claim by a Court of competent jurisdiction, even if the defence of the claim or settlement has been undertaken by the Buyer.

9.4 The Sellers expressly agree that all notices and responses relating to Claims will be addressed to both of them and replied jointly.

10. PAYMENT AND SET OFF OF CLAIMS

Unless otherwise agreed amongst the Parties and to the extent possible, the amounts to be paid by the Sellers to the Buyer as a result of a Claim, will be paid (i) first, by operating a downward adjustment to the Contingent Consideration (only in the case that it has been triggered); and (iii) secondly, directly by each of the Sellers through a payment in cash.

11. REPRESENTATIONS AND WARRANTIES OF THE BUYER AND SWVL INC

The Buyer and SWVL INC, on the date of execution of this Agreement, provides to the Sellers the following representations and warranties (the **"Buyer's Representations and Warranties"**).

11.1 the Buyer and SWVL INC represents and warrants to the Sellers that:

(a) It is a company duly incorporated, validly in existence and in good standing under the laws of its jurisdiction, and it has full power to conduct its business as conducted at the date of this Agreement.

(b) The Buyer has full capacity to buy and acquire the Shares, to enter into this Agreement, the Transaction Documents and execute the Transaction. No consent, approval or authorization which has not been obtained at the date of this Agreement or the Transaction Documents is required by it for entering into the Agreement or the Transaction Documents and executing the Transaction.

(c) SWVL INC has full capacity to enter into this Agreement and the Transaction Documents and fulfil the payment undertakings contained therein when due. No consent, approval or authorization which has not been obtained at the date of this Agreement is required by it for entering into the Agreement, the Transaction Documents and executing the Transaction.

(d) This Agreement and the Transaction Documents create valid and binding obligations over each of the Buyer and SWVL INC, which are fully enforceable against them in accordance with the terms and conditions set out in the Agreement and the Transaction Documents.

(e) The execution and performance of this Agreement and the Transaction Documents does not entail a breach of

(i) any law, regulation, judgement, order, norm or case-law applicable to the Buyer or SWVL INC, including the applicable anti-money laundering laws and, in particular, that the origin of the funds paid by the Buyer or SWVL INC to the Sellers is lawful and does not come from any activity contrary to the legislation to which it is subject;

(ii) the Buyer or SWVL INC by-laws or deed of incorporation; or

(iii) any contract, agreement or instrument to which the Buyer or SWVL INC is a party.

(f) It is not insolvent or bankrupt under the laws of its jurisdiction, nor unable to pay its debts as they fall due.

(g) Has available cash or available financing facilities which will at the Closing Date and at the other payment dates in accordance with this Agreement provide the necessary cash resources to meet its obligations under this Agreement.

11.2 No other representations and warranties.

Except for the specific Buyer's Representations and Warranties contained in this Clause the Buyer make no other express or implied representations or warranties to the Seller.

11.3 The Buyer undertakes to indemnify and hold the Seller harmless from and against any effective Damages directly and exclusively resulting from any of the Buyer's Representations and Warranties that proves to be untrue as of the date of this Agreement. Any Claim served by the Sellers in respect of the untruthfulness of any of the Buyer's Representations & Warranties, as well as the Buyer's response to such a Claim, shall be made, *mutatis mutandis*, in accordance with -and subject to the limitations established in- Clauses 9.1 and 9.2 above.

12. JOINT AND SEVERAL LIABILITY BETWEEN BUYER AND SWVL INC

12.1 The Buyer and SWVL INC (shall be jointly and severally liable for any and all of the obligations assumed by the Buyer and/or SWVL INC under this Agreement and the Transaction Documents and the Sellers shall be free to claim the fulfilment of any obligation of the Buyer and/or and SWVL INC under this Agreement or the Transaction Documents (in particular the payment obligations set forth in Clause 3 above) to any of them (the Buyer and/or SWVL INC) without limitation, regardless of whether the Buyer or SWVL INC has individually assumed the relevant obligation herein.

13. NON-COMPETE UNDERTAKING

13.1 The Sellers and the Founders acknowledge that the obligations established in this Clause are essential for the Buyer to enter into this Agreement under the conditions established therein, that said obligations are necessary to ensure the continuity of the Company's Business and that its breach may cause substantial damage to the Buyer and the Company. Therefore, the Sellers and the Founders acknowledge that there is a legitimate interest, both commercial and industrial, in regulating this non-competition agreement, the non-use of names, brands and domains, and the non-solicitation, and they acknowledge that the resulting limitations of this Agreement are adequate and reasonable.

13.2 CAMINA LAB, S.L. and the Founders whether acting directly or indirectly through any related party, Affiliate, on his behalf or on behalf of any third party, undertake from a period of three (3) years from the date hereof (**"Non-Compete Period"**) and in relation to the geographic scope of Europe, Latam, MENA, Pakistan, South Asia, South East Asia,

India and Turkey (the **"Non-Compete Geographic Scope"**) to refrain from, directly or indirectly:

(i) carrying out any activities or operations that compete with the Company's Business, or managing, controlling, or providing advice or services to any third party that carries out activities or operations that compete with the Company's Business;

(ii) promoting, sponsoring or acquiring or holding an interest in any third party, entity or business engaged in activities or operations that compete with the Company's Business;

(iii) entering into any employment, commercial or professional relationship with any third party, entity or business engaged in activities or operations that compete with the Company's Business;

(iv) approach or solicit any Person, firm or company who has within two years prior to the Closing been a regular customer of the Company in relation to the Business;

(v) hiring, enticing away or attempting to hire any employee or member of the management team or persuading them to resign from their position with the Company;

(vi) interfering with, endangering or otherwise damaging the Company's business, reputation or commercial relationships with third parties, however, that the foregoing will not prevent a Seller from entering into any contract with any person who responds to general advertising or a general solicitation not targeted to the employees of the Company;

(vii) using or applying for domain names, trade names, trademarks, logos or any other signs that are identical or similar to those used by the Company, or using or applying for any Intellectual Property Rights in relation to any product, process or service developed by or within the Company; or

(viii) making any oral or written statements to third parties whether in public or private that might adversely affect the Company, its reputation or its employees or business activities.

13.3 Notwithstanding Clause 13.2 above, the activities in their current form and scope defined in **SCHEDULE 12.3** hereto as well as those expressly authorized by the Buyer shall be excluded from the present non-compete obligation.

13.4 For the avoidance of doubt, holding securities of listed companies, to the extent they do not represent a percentage equal to or greater than five percent (5%) of the share capital of a listed company shall not be considered a breach of this Clause 13.

13.5 As of today, MARFINA SL has an interest in some companies and/or business that may compete with the Company's Business. As such, the Parties agree that the non-compete obligation contained in Clause 13.2 above shall not be applicable to MARFINA SL, provided that MARFINA SL shall refrain from developing and/or commercialize any driver app and/or a passenger app with similar characteristics or functionalities to the current Company's apps detailed in Recital A during the Non-Compete Period and in the Non-Compete Geographic Scope. If MARFINA SL has a transport concession with interest in implementing a system like the one offered by the Company, MARFINA SL shall take the system owned by Company as the 1st option to implement if the conditions are aligned with the market.

13.6 For the avoidance of any doubt, the non-solicitation undertakings assumed by Seller 2 under sections 13.2 (iv) to (viii) above will also apply to Seller 1.

14. CONFIDENTIALITY

14.1 The Parties shall, and also shall oblige their Affiliates, keep all information contained in this Agreement, its Schedules and any additional agreements or ancillary documents that the Parties may execute under (or in connection with) this Agreement, as well as any exchanged information relating to Sellers or the Business (including that information contained in the VDR and provided/obtained during the Q&A Sessions and the Site Visits) (jointly, the "**Confidential Information**"), strictly confidential.

14.2 Each Party agrees to make the Confidential Information accessible to its directors, officers, employees, agents or professional advisors (all of whom shall be informed of the confidentiality thereof and shall agree to keep it strictly confidential) only as far as necessary for the completion of this Agreement.

14.3 This confidentiality undertaking will not apply to any Confidential Information which is or becomes (other than as a result of any act or default by any of the Parties) part of the public domain, but solely from the date on which such Confidential Information has become part of the public domain, as well as in case disclosure of Confidential Information is required to comply with any applicable law or the de-SPAC Process or request issued by a court of competent jurisdiction or any governmental or regulatory authority (including any rules or regulations of any stock exchange to which a Party or the members of its group are subject) or to the extent required to complete any actions, perform any obligations or enforce any rights set forth in this Agreement.

14.4 In the event that the Parties consider that it would be appropriate to issue a press release regarding this Agreement, such a press release shall be agreed and jointly issued by the Parties. In no case, such press release shall include information regarding the Purchase Price.

15. ASSIGNMENT OF THE AGREEMENT

This Agreement, or any rights or obligations hereunder, cannot be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or denied.

16. TAXES AND EXPENSES

Any and all taxes, costs and expenses incurred in connection with this Agreement will be borne by the Parties in accordance with the provisions hereof and the law. Each of the Parties shall bear the fees of their own lawyers, accountants and advisors. Notwithstanding the above, the cost of the notarization of this Agreement will be borne by the Buyer, provided that the Buyer designates the notary.

17. ENTIRE AGREEMENT

This Agreement, along with the Transaction Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all agreements, understandings, negotiations and discussions, whether written or verbal, between the Parties prior to the date hereof.

18. INVALIDITY

If any provision of this Agreement would be declared by any judicial or other competent authority to be null and void or otherwise unenforceable, that provision shall be severed from the Agreement, but the remaining provisions of the Agreement shall remain in full force and effect.

The Parties shall in good faith negotiate to replace such a provision for a valid and enforceable one, in such reasonable manner so as to achieve as much as permitted by law the intention of the Parties.

19. NOTICES AND COMMUNICATIONS

19.1 Any notice and communication under this Agreement shall be made in writing (in English), and delivered personally, with acknowledgement of receipt, or sent by registered post with acknowledgement of receipt, email with delivery confirmation or any other reliable means providing evidence of receipt. The Parties' addresses for service shall be as follows:

In the case of Seller 1:

[Omitted]

In the case of Seller 2:

[Omitted]

In the case of Founder 1

[Omitted]

In the case of Founder 2

[Omitted]

In the case of the Buyer:

[Omitted]

In the case of SWVL INC:

[Omitted]

19.2 Notices shall be deemed to have been duly served on the date of the written confirmation of their receipt by the recipient (if sent by email, on the date on which the sender receives a confirmation of "delivered" or "read" from its own system; if sent by registered post, on the date of the acknowledgement of receipt -or rejection of receipt- of the notice at the relevant address) and, if delivered personally, on the date of delivery; always provided that such notices are received/delivered on a Business Day before 19:00 hours (recipient's time). If they were received/delivered on a Business Day after 19:00 hours (recipient's time), they would be understood to be received/delivered on the following Business Day for the purposes of this Agreement.

19.3 The Parties shall notify each other any change of their addresses or contact details, which shall be effective on the fifth Business Day after receipt of the notice, unless it specifies a different date from which the change of address or contact details shall be effective.

19.4 For the purposes of this Agreement, a "Business Day" shall mean a day, other than a Saturday or a Sunday, in which banks are generally open to the public for ordinary transactions in Madrid (Spain).

20. GOVERNING LAW AND JURISDICTION

20.1 Governing law.

This Agreement shall be governed by and construed in accordance with the Spanish ordinary civil law (*derecho común español*).

20.2 Jurisdiction.

The Parties hereby submit, with express waiver to any other forum which might otherwise be available to them, to the Courts of the city of Barcelona (Spain), which will have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Agreement.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument deemed executed on the date indicated on the heading of this Agreement. In any event, if this Agreement is executed in separate counterparts, the Parties undertake to exchange with each other original signed hardcopies of this Agreement no later than ten (10) Business Days from the date hereof.

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

IN WITNESS WHEREOF, this sale and purchase agreement has been duly executed by the Parties in the place and on the first date above written.

[Remainder of page intentionally left blank]

The Buyer
SWVL GLOBAL FZE

/s/ Mostafa Essa Mohamed Mohamed Kandil
SWVL GLOBAL FZE
Signed: Mr. Mostafa Essa Mohamed
Mohamed Kandil

SWVL INC

/s/ Mostafa Essa Mohamed Mohamed Kandil
SWVL INC
Signed: Mr. Mostafa Essa Mohamed
Mohamed Kandil

[Remainder of page intentionally left blank]

The Seller 1
MARFINA, SL

/s/ Josep Maria Martí Escrusell
MARFINA, SL
Signed: Mr. Josep Maria Martí Escrusell

The Seller 2
CAMINA LAB, SL

/s/ Osvald Martret Martínez
CAMINA LAB, SL
Signed: Mr. Osvald Martret Martínez

[Remainder of page intentionally left blank]

The Founder 1

/s/ Osvald Martret Martínez
Mr. Osvald Martret Martínez

The Founder 2

/s/ Gerard Martret Martínez
Mr. Gerard Martret Martínez

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Exhibit 10.9

SWVL HOLDINGS CORP
2021 OMNIBUS INCENTIVE COMPENSATION PLAN

SECTION 1. Purpose. The purpose of this 2021 Omnibus Incentive Compensation Plan (the "Plan") is to give the Company a competitive advantage in attracting, retaining, awarding and motivating directors, officers, employees and consultants and to provide the Company and its Affiliates with a stock plan providing incentives directly linked to shareholder value and the opportunity to earn other incentive awards payable in cash. The Plan is intended to replace the Prior Plan, which shall be automatically terminated and replaced and superseded by the Plan on the Effective Date. Notwithstanding the foregoing, any awards granted under the Prior Plan shall remain in effect pursuant to their terms.

SECTION 2. Definitions. Certain terms used herein have definitions given to them in the first instance in which they are used. In addition, for purposes of the Plan, the following terms shall have the meanings set forth below:

"Affiliate" means any Person Controlled by, Controlling or under common Control with, the applicable party.

"Award" means any award that is permitted under Section 6 and granted under the Plan.

"Applicable Exchange" means the Nasdaq Global Market or, if the Company does not qualify for such market, the Nasdaq Capital Market or any other public stock market, exchange or quotation system on which the Shares may be listed or quoted.

"Award Agreement" means any written or electronic agreement, contract or other instrument or document evidencing any Award, which may (but need not) require execution or acknowledgment by a Participant.

"Board" means the Board of Directors of the Company.

"Business Combination Agreement" means that certain Business Combination Agreement, dated as of July 28, 2021, by and among Swvl Inc., the Company, Pivotal Merger Sub Company I, Pivotal Merger Sub Company II and Queen's Gambit Growth Capital.

"Cash Incentive Award" means an Award that is settled in cash and the value of which is set by the Committee but is not calculated by reference to the Fair Market Value of a Share.

"Change of Control" means the occurrence of any of the following events:

(i) during any period of twelve (12) consecutive calendar months, individuals who were members of the Board on the first day of such period (the "Incumbent Directors") cease for any reason to constitute a majority of the members of the Board then in office; *provided, however*, that any individual becoming a member of the Board subsequent to the first day of such period whose election, or nomination for election, by the Company's shareholders was approved by a vote of at least a majority of the

Incumbent Directors shall be considered as though such individual were an Incumbent Director, but excluding, for purposes of this proviso, any such individual whose initial assumption of office occurs as a result of an actual or threatened proxy contest with respect to the election or removal of Board members or other actual or threatened solicitation of proxies or consents by or on behalf of any Person or Persons (whether or not acting in concert) other than the Board;

(ii) the consummation of (A) a merger, consolidation, statutory share exchange or similar form of transaction involving (x) the Company or (y) any of its Subsidiaries, but in the case of this clause (y) only if Company Voting Securities (as defined below) are issued or issuable, or (B) the sale or other disposition for value (but excluding any stock dividend, spin-off, split-off or similar transaction) of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, to an entity that is not an Affiliate (any transaction described in clause (A) or (B), a "Reorganization"), in each case, unless, immediately following such Reorganization, (1) all or substantially all the Persons who were the "beneficial owners" (as used in Rule 13d-3 under the Exchange Act (or a successor rule thereto)) of the securities eligible to vote for the election of the Board ("Company Voting Securities") outstanding immediately prior to the consummation of such Reorganization continue to beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Reorganization (including a corporation or other entity that, as a result of such transaction, owns the Company or all or substantially all the Company's assets either directly or through one or more subsidiaries) (the "Continuing Company") in substantially the same relative proportions as their ownership, immediately prior to the consummation of such Reorganization, of the outstanding Company Voting Securities (excluding, for such purposes, any outstanding voting securities of the Continuing Company that such beneficial owners hold immediately following the consummation of the Reorganization as a result of their ownership prior to such consummation of voting securities of any corporation or other entity involved in or forming part of such Reorganization other than the Company), (2) no Person (excluding any employee benefit plan (or related trust) sponsored or maintained by the Continuing Company or any entity controlled by the Continuing Company) beneficially owns, directly or indirectly, 50% or more of the combined voting power of the then outstanding voting securities of the Continuing Company and (3) at least a majority of the members of the board of directors of the Continuing Company (or equivalent governing body) were Incumbent Directors at the time of the execution of the definitive agreement providing for such Reorganization or, in the absence of such an agreement, at the time at which approval of the Board was obtained for such Reorganization;

(iii) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company unless such liquidation or dissolution is part of a transaction or series of transactions described in subparagraph (ii) above that does not otherwise constitute a Change of Control; or

(iv) any Person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company Voting Securities; *provided*, *however*, that for purposes of this subparagraph (iv), the following acquisitions shall not constitute a Change of Control: (w) any acquisition by, or directly from, the Company, (x) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or an Affiliate, (y) any acquisition by an underwriter temporarily holding such Company Voting Securities pursuant to an offering of such securities or any acquisition by a pledgee of Company Voting Securities holding such securities as collateral or temporarily holding such securities upon foreclosure of the underlying obligation or (z) any acquisition pursuant to a Reorganization that does not constitute a Change of Control for purposes of subparagraph (ii) above.

"Closing" means the closing of the transactions contemplated by the Business Combination Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and the regulations promulgated thereunder.

"Committee" means the Compensation Committee of the Board or a subcommittee thereof, or such other committee of the Board as may be designated by the Board to administer the Plan.

"Company" means Swvl Holdings Corp, a business company limited by shares incorporated under the laws of the British Virgin Islands, together with any successor thereto.

"Company Closing Fully-Diluted Share Capital" means the Company's share capital as of immediately following the Closing, consisting of the sum of (a) the Shares issued and outstanding immediately following the Closing, (b) Shares that may be acquired pursuant to the exercise of Holdings Warrants outstanding immediately following the Closing, (c) Shares that may be acquired pursuant to the exercise of Exchanged Options outstanding immediately following the Closing, (d) Earnout Shares that may be issued upon satisfaction of the conditions set forth in the Business Combination Agreement and (e) Earnout RSUs outstanding immediately following the Closing. Holdings Warrants, Exchanged Options, Earnout Shares and Earnout RSUs shall have the meanings assigned to such terms in the Business Combination Agreement.

"Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise (and Controlled and Controlling shall be construed accordingly).

"Deferred Share Unit" means a deferred share unit Award that represents an unfunded, unsecured and vested promise to deliver Shares in accordance with the terms of the applicable Award Agreement.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended from time to time, or any successor statute thereto, and the regulations promulgated thereunder.

"Exercise Price" means (a) in the case of each Option, the price specified in the applicable Award Agreement as the price-per-Share at which Shares may be purchased pursuant to such Option or (b) in the case of each SAR, the price specified in the applicable Award Agreement as the reference price-per-Share used to calculate the amount payable to the Participant pursuant to such SAR.

"Fair Market Value" means, except as otherwise provided in the applicable Award Agreement or determined by the Committee, (a) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee, and (b) with respect to Shares, as of any date, (i) either (A) the closing per-share sales price of Shares as reported by the Applicable Exchange for such stock exchange for such date or if there were no sales on such date, on the closest preceding date on which there were sales of Shares, or (B) any other price or prices (including a mean of such prices of Shares as reported on the Applicable Exchange as determined by the Committee in its discretion, *provided* that, in the case of Options and SARs, to the extent necessary to avoid the imposition of any taxes of penalties pursuant to Section 409A of the Code, such determination shall be in accordance with Section 1.409A-1(b)(5)(iv) of the Treasury Regulations, or (ii) in the event there shall be no public market for the Shares on such date, the fair market value of the Shares as determined in good faith by the Committee.

"Incentive Stock Option" means an option to purchase Shares from the Company that is intended to qualify for special U.S. Federal income tax treatment pursuant to Sections 421 and 422 of the Code, as now constituted or subsequently amended, or pursuant to a successor provision of the Code, and which is so designated in the applicable Award Agreement.

"Independent Director" means a member of the Board who is neither an employee of the Company nor an employee of any of its Affiliates.

"Individual Agreement" means a written employment, retention, consulting or similar agreement between a Participant and the Company or one of its Subsidiaries or Affiliates.

"Nonqualified Stock Option" means an option to purchase Shares from the Company that is not an Incentive Stock Option.

"Option" means an Incentive Stock Option or a Nonqualified Stock Option or both, as the context requires.

"Option Repricing" means, with respect to any Option or SAR, (i) an amendment to decrease the Exercise Price thereof, (ii) a cancellation at a time when the Exercise Price thereof exceeds the Fair Market Value of a Share in exchange for another Option or SAR or other Award, any award under any other equity-compensation plan or any cash payment or (iii) any other action that would be treated as a "repricing" that would be prohibited by any rules, regulations or listing requirements of the Applicable Exchange, to the extent that such rules, regulations or listing requirements were applicable to the Company. For the avoidance of doubt, an adjustment to the Exercise Price of an Option or SAR that is made in accordance with Section 4(b) or Section 8 of the Plan shall not constitute an Option Repricing.

"Participant" means any director, officer, employee or consultant (including any prospective director, officer, employee or consultant) of the Company or its Affiliates who is eligible for an Award under Section 5 of the Plan and who is selected by the Committee to receive an Award under the Plan or who receives a Substitute Award pursuant to Section 4(c) of the Plan.

"Person" means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity.

"Prior Plan" means the Swvl Inc. 2019 Share Option Plan, as may be amended from time to time.

"Restricted Share" means a Share that is subject to transfer restrictions, forfeiture provisions and/or other terms and conditions specified herein and in the applicable Award Agreement.

"RSU" means a restricted stock unit Award that represents an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property upon the satisfaction of applicable vesting or similar conditions in accordance with the terms of the applicable Award Agreement.

"SAR" means a stock appreciation right Award that represents an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property equal in value to the excess, if any, of the Fair Market Value per Share over the Exercise Price per Share of the SAR, subject to the terms of the applicable Award Agreement.

"SEC" means the Securities and Exchange Commission or any successor thereto and shall include the staff thereof.

"Shares" means the Company's Class A ordinary shares of par value US$0.0001 per share, or such other securities of the Company (a) into which such shares shall be changed by reason of a recapitalization, merger, consolidation, split-up, combination, exchange of shares or other similar transaction or (b) as may be determined by the Committee pursuant to Section 4(b) of the Plan.

"Subsidiary" means, with respect to any Person and as of any determination date, any other Person as to which such first Person (i) owns, directly or indirectly, or otherwise controls, more than fifth percent (50%) of the voting power or other similar interests of such other Person, or (ii) is the sole general partner interest, or managing member or similar interest, of such other Person.

"Treasury Regulations" means all proposed, temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

SECTION 3. Administration. (a) Composition of the Committee. The Board hereby delegates to the Committee all its authority and responsibilities with respect to the Plan. The Committee shall be composed of one or more directors, as determined by the Board.

(b) Authority of the Committee. Subject to the terms of the Plan and applicable law, and in addition to the other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have sole and plenary authority to administer the Plan, including the authority to (i) designate Participants, (ii) determine the type or types of Awards to be granted to a Participant and all the terms and conditions thereof, (iii) interpret, administer, reconcile any inconsistency in, correct any fault in or supply any omission in, the Plan, any Award Agreement or any other instrument or agreement relating to, or Award made under, the Plan, (iv) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, (v) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards, and (vi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan or any Award.

(c) Committee Decisions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award shall be within the sole and plenary discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all Persons, including the Company, any Affiliate, any Participant, any holder or beneficiary of any Award and any shareholder.

(d) Indemnification. No member of the Board, the Committee or any employee of the Company (each such person, a "Covered Person") shall be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award. Each Covered Person shall, to the fullest extent permitted under applicable law, be indemnified and held harmless by the Company from and against (i) any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement and (ii) any and all amounts paid by such Covered Person, with the Company's approval, in settlement thereof, or paid by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person; provided that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding, and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the Company's memorandum and articles of association, in each case, as may be amended from time to time. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under the Company's memorandum and articles of association, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

(e) Delegation of Authority to Senior Officers. The Committee may delegate, on such terms and conditions as it determines, to one or more officers of the Company the authority to make grants of Awards to officers, employees and consultants of the Company and its Affiliates (including any prospective officer, employee or consultant) and all necessary and appropriate decisions and determinations with respect thereto.

(f) Awards to Independent Directors. Notwithstanding anything to the contrary contained herein, the Board may, in its sole and plenary discretion, at any time and from time to time, grant Awards to Independent Directors or administer the Plan with respect to such Awards. In any such case, the Board shall have all the authority and responsibility granted to the Committee herein.

SECTION 4. Shares Available for Awards. (a) Plan Share Limits. (i) Subject to adjustment as provided herein, the maximum aggregate number of Shares that may be delivered pursuant to Awards granted under the Plan shall initially be equal to (A) a number of Shares equal to ten percent (10%) of the Company Closing Fully-Diluted Share Capital plus (B) the number of Shares underlying awards under the Prior Plan that on or after the Effective Date expire or become unexercisable, or are forfeited, cancelled or otherwise terminated, in each case, without delivery of Shares or cash therefor, and would have become available again for grant under the Prior Plan in accordance with their respective terms (the number of Shares under clauses (A) and (B), collectively, the "Plan Share Limit"). The Plan Share Limit will increase annually on the first day of each fiscal year after the Effective Date by the number of Shares equal to the lesser of (x) five percent (5%) of the total outstanding Shares on the last day of the prior fiscal year or (y) such lesser amount determined by the Board. Subject to adjustment as provided herein, the maximum aggregate number of Shares available for grants of Incentive Stock Options shall be equal to 2,000,000 (the "Plan ISO Limit").

(ii) Each Share with respect to which an Award is granted under the Plan shall reduce the Plan Share Limit (and, if applicable, Plan ISO Limit) by one (1) Share. Upon exercise of a stock-settled SAR, the Plan Share Limit shall be reduced by the actual number of Shares delivered upon settlement of such stock-settled SAR. Awards that are required to be settled in cash will not reduce the Plan Share Limit.

(iii) If any Award is (A) forfeited, or otherwise expires, terminates or is canceled without the delivery of all Shares subject thereto, or (B) is settled other than wholly by delivery of Shares (including cash settlement), then, in the case of clauses (A) and (B), the number of Shares subject to such Award that were not issued with respect to such Award will not be treated as issued for purposes of reducing the Plan Share Limit. If Shares issued upon exercise, vesting or settlement of an Award are, or Shares owned by a Participant are, surrendered or tendered to the Company in payment of the Exercise Price of an Award or any taxes required to be withheld in respect of an Award, in each case, in accordance with the terms and conditions of the Plan and any applicable Award Agreement, such surrendered, tendered or withheld Shares shall again become available to be delivered pursuant to Awards under the Plan; *provided*, *however*, that in no event shall such Shares increase the Plan ISO Limit.

(b) Adjustments for Changes in Capitalization and Similar Events. (i) In the event of any extraordinary dividend or other extraordinary distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, rights offering, share division or combination, stock split, reverse stock split, split-up or spin-off, the Committee shall equitably

adjust any or all of (A) the number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted, including (1) Plan Share Limit and (2) the Plan ISO Limit, and (B) the terms of any outstanding Award, including (1) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards or to which outstanding Awards relate and (2) the Exercise Price, if applicable, with respect to any Award; *provided*, *however*, that the Committee shall determine the method and manner in which to effect such equitable adjustment.

(ii) In the event that the Committee determines that any reorganization, merger, consolidation, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares (including any Change of Control) such that an adjustment is determined by the Committee in its discretion to be appropriate or desirable, then the Committee may (A) in such manner as it may deem appropriate or desirable, equitably adjust any or all of (1) the number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted, including (X) the Plan Share Limit and (Y) the Plan ISO Limit, and (2) the terms of any outstanding Award, including (X) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards or to which outstanding Awards relate and (Y) the Exercise Price, if applicable, with respect to any Award, (B) if deemed appropriate or desirable by the Committee, make provision for a cash payment to the holder of an outstanding Award in consideration for the cancelation of such Award, including, in the case of an outstanding Option or SAR, a cash payment to the holder of such Option or SAR in consideration for the cancelation of such Option or SAR in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option or SAR over the aggregate Exercise Price of such Option or SAR and (C) if deemed appropriate or desirable by the Committee, cancel and terminate any Option or SAR having a per-Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option or SAR without any payment or consideration therefor.

(c) Substitute Awards. Awards may, in the discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by the Company or any of its Affiliates or a company acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines ("Substitute Awards"); *provided*, *however*, that in no event may any Substitute Award be granted in a manner that would violate the prohibitions on repricing of Options and SARs, as set forth in clauses (i), (ii) or (iii) of Section 7(b) of the Plan. The number of Shares underlying any Substitute Awards shall be counted against the Plan Share Limit; *provided*, *however*, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding awards previously granted by an entity that is acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines shall not be counted against the Plan Share Limit; *provided further*, *however*, that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding stock options intended to qualify for special tax treatment under Sections 421 and 422 of the Code that were previously granted by an entity that is acquired by the Company or any of its Affiliates or with which the Company or any of its Affiliates combines shall be counted against the maximum aggregate number of Shares available for Incentive Stock Options under the Plan.

SECTION 5. Eligibility. Any director, officer, employee or consultant (including any prospective director, officer, employee or consultant) of the Company or any of its Affiliates shall be eligible to be designated a Participant.

SECTION 6. Awards. (a) General.

(i) Types of Awards. Awards may be made under the Plan in the form of (i) Options, (ii) SARs, (iii) Restricted Shares, (iv) RSUs, (v) other equity based or equity related Awards that the Committee determines are consistent with the purpose of the Plan and the interests of the Company or (v) Cash Incentive Awards.

(ii) Dividends on Awards. An Award (other than an Option, SAR or Cash Incentive Award) may provide the Participant with dividends or dividend equivalents with respect to the Shares underlying such Award, payable in cash, Shares or other property, on a current or deferred basis; *provided*, *however*, that no such dividends or dividend equivalents on any Share underlying an Award may be payable prior to the vesting of the portion of such Award applicable to such Share and such dividend or dividend equivalents shall be forfeited in the event such portion of such Award is forfeited.

(b) Options. (i) Incentive Stock Options. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code and any regulations related thereto, as may be amended from time to time. No Incentive Stock Option (other than an Incentive Stock Option that may be assumed or issued by the Company in connection with a transaction to which Section 424(a) of the Code applies) may be granted to a person who is ineligible to receive an Incentive Stock Option under the Code. Each Option granted under the Plan shall be a Nonqualified Stock Option unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option. If an Option is intended to be an Incentive Stock Option, and if, for any reason, such Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan; *provided*, that such Option (or portion thereof) otherwise complies with the Plan's requirements relating to Nonqualified Stock Options.

(ii) Exercise Price. The Exercise Price of each Share covered by each Option shall be not less than 100% of the Fair Market Value of such Share (determined as of the date of grant designated by the Committee); *provided*, *however*, that in the case of each Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Affiliate, the per-Share Exercise Price shall be no less than 110% of the Fair Market Value per Share on the date of the grant.

(iii) Vesting and Exercise. Each Option shall be vested and exercisable at such times, in such manner and subject to such terms and conditions as the Committee may specify in the applicable Award Agreement or otherwise.

(iv) Payment. No Shares shall be delivered pursuant to any exercise of an Option until payment in full of the aggregate Exercise Price therefor is received by the Company. Such payments may be made in cash (or its equivalent) or, in the Committee's discretion, (1) by attestation or exchanging Shares owned by the Participant (which are not the subject of any pledge or other security interest), (2) through delivery of irrevocable instructions to a broker to sell the Shares otherwise deliverable upon the exercise of the Option and to deliver cash promptly to the Company, (3) by having the Company withhold Shares from the Shares otherwise issuable pursuant to the exercise of the Option (for the avoidance of doubt, the Shares withheld shall be counted against the maximum number of Shares that may be delivered pursuant to the Awards granted under the Plan as provided in Section 4(a) of the Plan or (4) through any other method (or combination of methods) as approved by the Committee.

(v) Expiration. Except as otherwise set forth in the applicable Award Agreement or as otherwise determined by the Committee in its discretion, each Option shall expire immediately, without any payment, upon the earlier of (A) the tenth anniversary of the date the Option is granted and (B) three months after the date the Participant who is holding the Option ceases to be a director, officer, employee or consultant of the Company or one of its Affiliates. In no event may an Option be exercisable after the tenth anniversary of the date the Option is granted.

(c) SARs.

(i) Exercise Price. The Exercise Price of each Share covered by a SAR shall be not less than 100% of the Fair Market Value of such Share (determined as of the date of grant designated by the Committee).

(ii) Vesting and Exercise. Each SAR shall entitle the Participant to receive an amount upon exercise equal to the excess, if any, of the Fair Market Value of a Share on the date of exercise of the SAR over the Exercise Price thereof. The Committee shall determine whether a SAR shall be settled in cash, Shares, other securities, other Awards, other property or a combination of any of the foregoing. Each SAR shall be vested and exercisable at such time, in such manner and subject to such terms and conditions as the Committee may, in its discretion, specify in the applicable Award Agreement or otherwise.

(iii) Expiration. Except as otherwise set forth in the applicable Award Agreement or as otherwise determined by the Committee in its discretion, each SAR shall expire immediately, without any payment, upon the earlier of (A) the tenth anniversary of the date the SAR is granted and (B) three months after the date the Participant who is holding the Option ceases to be a director, officer, employee or consultant of the Company or one of its Affiliates. In no event may any SAR be exercisable after the tenth anniversary of the date the SAR is granted.

(d) Restricted Shares and RSUs.

(i) Restricted Shares. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered except as provided in the Plan or as may be provided in the applicable Award Agreement. Each Restricted Share may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the applicable Participant, such certificates shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of such certificates until such time as all applicable restrictions lapse.

(ii) RSUs. Each RSU shall be granted with respect to a specified number of Shares (or a number of Shares determined pursuant to a specified formula) or shall have a value equal to the Fair Market Value of a specified number of Shares (or a number of Shares determined pursuant to a specified formula). RSUs shall be paid in cash, Shares, other securities, other Awards or other property, as determined by the Committee, upon the lapse of restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement.

(e) Other Stock-Based Awards. Subject to the provisions of the Plan, the Committee shall have the authority to grant to Participants other equity-based or equity-related Awards (including Deferred Share Units and fully vested Shares) (whether payable in cash, equity or otherwise) in such amounts and subject to such terms and conditions as the Committee shall determine.

(f) Cash Incentive Awards. Each Cash Incentive Award shall have an initial value that is established by the Committee at the time of grant. The Committee shall set one or more performance goals or other payment conditions in its discretion, which, depending on the extent to which they are met during a specified performance period, shall determine the amount and/or value of the Cash Incentive Award that shall be paid to the Participant.

SECTION 7. Amendment and Termination. (a) Amendments to the Plan. Subject to any applicable law or government regulation and to the rules of the Applicable Exchange, the Plan may be amended, modified or terminated by the Board without the approval of the shareholders of the Company, except that shareholder approval shall be required for any amendment that would (i) increase either the Plan Share Limit or the Plan ISO Limit (except for any increase pursuant to Section 4(b) or Section 8 of the Plan), *provided*, that an adjustment under Section 4(b) of the Plan shall not constitute an increase for purposes of this clause (i), (ii) materially expand the class of employees or other individuals eligible to participate in the Plan or (iii) result in an Option Repricing. No amendment, modification or termination of the Plan may, without the consent of the Participant to whom any Award shall theretofor have been granted, materially and adversely affect the rights of such Participant (or his or her transferee) under such Award, without such Participant's written consent, except that, unless otherwise provided in any applicable Award Agreement or Individual Agreement, such an amendment may be made in order to comply with applicable law, tax rules, stock exchange rules or accounting rules.

(b) Amendments to Awards. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any Award theretofor granted, prospectively or retroactively; *provided*, *however*, that, except as set forth in the Plan, unless otherwise provided in the applicable Award Agreement, any such waiver,

amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair the rights of any Participant or any holder or beneficiary of any Award theretofor granted shall not to that extent be effective without the written consent of the applicable Participant, holder or beneficiary, except that, unless otherwise provided in any applicable Award Agreement or Individual Agreement, such an amendment may be made in order to cause the Plan or Award to comply with applicable law, tax rules, stock exchange rules or accounting rules.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee is hereby authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including the events described in Section 4(b) of the Plan or the occurrence of a Change of Control) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or of changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange, accounting principles or law (i) whenever the Committee, in its sole and plenary discretion, determines that such adjustments are appropriate or desirable, including providing for a substitution or assumption of Awards, accelerating the exercisability of, lapse of restrictions on, or termination of, Awards or providing for a period of time for exercise prior to the occurrence of such event, (ii) if deemed appropriate or desirable by the Committee, in its sole and plenary discretion, by providing for a cash payment to the holder of an Award in consideration for the cancelation of such Award, including, in the case of an outstanding Option or SAR, a cash payment to the holder of such Option or SAR in consideration for the cancelation of such Option or SAR in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option or SAR over the aggregate Exercise Price of such Option or SAR and (iii) if deemed appropriate or desirable by the Committee, in its sole and plenary discretion, by canceling and terminating any Option or SAR having a per-Share Exercise Price equal to, or in excess of, the Fair Market Value of a Share subject to such Option or SAR without any payment or consideration therefor.

SECTION 8. Change of Control. Unless otherwise provided in the applicable Award Agreement, in the event of a Change of Control after the date of the adoption of the Plan, unless provision is made in connection with the Change of Control for (a) assumption of Awards previously granted, (b) substitution for such Awards of new awards covering stock of a successor corporation or its "parent corporation" (as defined in Section 424(e) of the Code) or "subsidiary corporation" (as defined in Section 424(f) of the Code) with appropriate adjustments as to the number and kinds of shares and the Exercise Prices, if applicable, or (c) outstanding Awards to remain outstanding subject to their terms as in effect immediately prior to the Change of Control, (i) any outstanding Options or SARs then held by Participants that are unexercisable or otherwise unvested shall automatically be deemed exercisable or otherwise vested, as the case may be, as of immediately prior to such Change of Control, (ii) all Awards subject to unsatisfied performance-based vesting criteria shall automatically vest as of immediately prior to such Change of Control as if the date of the Change of Control were the last day of the applicable performance period and "target" performance levels had been attained and shall be paid out as soon as practicable following such Change of Control, and (iii) all other outstanding Awards (*i.e.*, other than Options, SARs and Awards subject to unsatisfied performance-based vesting criteria) then held by Participants that are unexercisable, unvested or still subject to restrictions or forfeiture, shall automatically be deemed exercisable and vested and all restrictions and forfeiture provisions related thereto shall lapse as of immediately prior to such Change of Control and shall be paid out as soon as practicable following such Change of Control.

SECTION 9. General Provisions. (a) Nontransferability. Except as otherwise specified in the applicable Award Agreement, during the Participant's lifetime, each Award (and any rights and obligations thereunder) shall be exercisable only by the Participant, or, if permissible under applicable law, by the Participant's legal guardian or representative, and no Award (or any rights and obligations thereunder) may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; *provided*, that (i) the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance and (ii) the Board or the Committee may permit further transferability, on a general or specific basis, and may impose conditions and limitations on any permitted transferability; *provided*, *however*, that Incentive Stock Options shall not be transferable in any way that would violate Section 1.422-2(a)(2) of the Treasury Regulations and in no event may any Award (or any rights and obligations thereunder) be transferred in any way in exchange for value. All terms and conditions of the Plan and all Award Agreements shall be binding upon any permitted successors and assigns.

(b) No Rights to Awards. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated.

(c) Share Certificates. All certificates for Shares or other securities of the Company or any Affiliate delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement or the rules, regulations and other requirements of the SEC, the Applicable Exchange and any applicable Federal, state or foreign laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. Notwithstanding any other provision of the Plan, unless otherwise determined by the Committee or required by any applicable law, the Company shall not deliver to any Participant certificates evidencing Shares issues in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

(d) Withholding. (i) Authority to Withhold. A Participant may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant, the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding taxes in respect of an Award, its exercise or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Committee or the Company to satisfy all obligations for the payment of such taxes.

(ii) Alternative Ways to Satisfy Withholding Liability. Without limiting the generality of Section 9(d)(i) of the Plan, subject to the Committee's discretion, a Participant may satisfy, in whole or in part, the foregoing withholding liability by delivery of Shares owned by the Participant (which are not subject to any pledge or other security interest) having a Fair Market Value equal to such withholding liability or by having the Company withhold from the number of Shares otherwise issuable pursuant to the exercise of the Option or SAR, or the lapse of the restrictions on any other Award (in the case of SARs and other Awards, if such SARs and other Awards are settled in Shares), a number of Shares having a Fair Market Value equal to such withholding liability.

(e) Section 409A. (i) The terms of this Section 9(e) shall apply solely to the extent that any compensation or benefits payable to Executive is subject to U.S. Federal income taxes. It is intended that the provisions of the Plan comply with Section 409A of the Code, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(ii) No Participant or the creditors or beneficiaries of a Participant shall have the right to subject any deferred compensation (within the meaning of Section 409A of the Code) payable under the Plan to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A of the Code, any deferred compensation (within the meaning of Section 409A of the Code) payable to any Participant or for the benefit of any Participant under the Plan may not be reduced by, or offset against, any amount owing by any such Participant to the Company or any of its Affiliates.

(iii) If, at the time of a Participant's separation from service (within the meaning of Section 409A of the Code), (A) such Participant shall be a specified employee (within the meaning of Section 409A of the Code and using the identification methodology selected by the Company from time to time) and (B) the Company shall make a good faith determination that an amount payable pursuant to an Award constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code in order to avoid taxes or penalties under Section 409A of the Code, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it on the first business day after such six-month period. Such amount shall be paid without interest, unless otherwise determined by the Committee, in its sole discretion, or as otherwise provided in any applicable employment agreement between the Company and the relevant Participant.

(iv) Notwithstanding any provision of the Plan to the contrary, in light of the uncertainty with respect to the proper application of Section 409A of the Code, the Company reserves the right to make amendments to any Award as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A of the Code. In any case, a Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on such Participant or for such Participant's account in connection with an Award (including any taxes and penalties under Section 409A of the Code), and neither the Company nor any of its Affiliates shall have any obligation to indemnify or otherwise hold such Participant harmless from any or all of such taxes or penalties.

(f) Award Agreements. Each Award hereunder shall be evidenced by an Award Agreement, which shall be delivered to the Participant and shall specify the terms and conditions of the Award and any rules applicable thereto, including the effect on such Award of the death, disability or termination of employment or service of a Participant and the effect, if any, of such other events as may be determined by the Committee.

(g) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of options, restricted stock, shares, other types of equity-based awards (subject to shareholder approval if such approval is required) and cash incentive awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(h) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as a director, officer, employee or consultant of or to the Company or any Affiliate, nor shall it be construed as giving a Participant any rights to continued service on the Board. Further, the Company or an Affiliate may at any time dismiss a Participant from employment or discontinue any directorship or consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(i) No Rights as Shareholder. No Participant or holder or beneficiary of any Award shall have any rights as a shareholder with respect to any Shares to be distributed under the Plan until he or she has become the holder of such Shares. In connection with each grant of Restricted Shares, except as provided in the applicable Award Agreement, the Participant shall be entitled to the rights of a shareholder (including the right to vote) in respect of such Restricted Shares. Except as otherwise provided in Section 4(b) of the Plan, Section 7(c) of the Plan or the applicable Award Agreement, no adjustments shall be made for dividends or distributions on (whether ordinary or extraordinary, and whether in cash, Shares, other securities or other property), or other events relating to, Shares subject to an Award for which the record date is prior to the date such Shares are delivered.

(j) Governing Law. Except as otherwise required by applicable law, the validity, construction and effect of the Plan and any rules and regulations relating to the Plan and any Award Agreement shall be governed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

(k) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(l) Other Laws; Restrictions on Transfer of Shares. The Committee may refuse to issue or transfer any Shares or other consideration under an Award if, acting in its sole and plenary discretion, it determines that the issuance or transfer of such Shares or such other consideration might violate any applicable law or regulation, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary. Without limiting the generality of the foregoing, no Award granted hereunder shall be construed as an offer to sell securities of the Company, and no such offer shall be outstanding, unless and until the Committee in its sole and plenary discretion has determined that any such offer, if made, would be in compliance with all applicable requirements of the U.S. Federal and any other applicable securities laws.

(m) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate, on one hand, and a Participant or any other Person, on the other. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or such Affiliate.

(n) Recoupment of Awards. Any Award Agreement may provide for recoupment by the Company of all or any portion of an Award if the Company's financial statements are required to be restated due to noncompliance with any financial reporting requirement under the Federal securities laws. This Section 9(n) shall not be the Company's exclusive remedy with respect to such matters.

(o) Source of Shares; No Fractional Shares. Any Shares delivered under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(p) Requirement of Consent and Notification of Election Under Section 83(b) of the Code or Similar Provision. No election under Section 83(b) of the Code (to include in gross income in the year of transfer the amounts specified in Section 83(b) of the Code) or under a similar provision of law may be made unless expressly permitted by the terms of the applicable Award Agreement or by action of the Committee in writing prior to the making of such election. If an Award recipient, in connection with the acquisition of Shares under the Plan or otherwise, is expressly permitted under the terms of the applicable Award Agreement or by such Committee action to make such an election and the Participant makes the election, the Participant shall notify the Committee of such election within ten days of filing notice of the election with the U.S. Internal Revenue Service (or any successor thereto) or other governmental authority, in addition to any filing and notification required pursuant to regulations issued under Section 83(b) of the Code or any other applicable provision.

(q) Requirement of Notification Upon Disqualifying Disposition Under Section 421(b) of the Code. If any Participant shall make any disposition of Shares delivered pursuant to the exercise of an Incentive Stock Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions) or any successor provision of the Code, such Participant shall notify the Company of such disposition within ten days of such disposition.

(r) Non-Pensionable. Benefits under the Plan shall not be treated as pensionable earnings for purposes of any pension plan maintained by the Company and its Affiliates, unless explicitly provided otherwise in such plan.

(s) Data Protection. By participating in the Plan, the Participant consents to the collection, processing, transmission and storage by the Company, in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of administering the Plan. The Company may share such information with any Subsidiary or Affiliate, any trustee, its registrars, brokers, other third-party administrator or any Person who obtains Control of the Company or one of its Subsidiaries or divisions.

(t) Right of Offset. Subject to Section 9(c) and except as set forth in any applicable Award Agreement or Individual Agreement, the Company or its Subsidiaries and Affiliates shall have the right to offset, against the obligation to pay amounts or issue Shares to any Participant under the Plan, any outstanding amounts (including, without limitation, travel and entertainment expense, advance account balances, loans, tax withholding amounts paid by the employer or amounts repayable to the Company or its Subsidiaries and Affiliates pursuant to tax equalization, housing, automobile or other employee programs) such Participant then owes to the Company or its Subsidiaries and Affiliates and any amounts the Committee otherwise deems appropriate pursuant to any written tax equalization policy or agreement.

(u) Non-U.S. Employees and Non-U.S. Law Considerations. The Committee may grant Awards to Participants who are Non-U.S. nationals, who reside outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan and comply with such legal or regulatory provisions, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or sub-plans as may be necessary or advisable to comply with such legal or regulatory provisions (including to avoid triggering a public offering or to maximize tax efficiency).

(v) Headings and Construction. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof. Whenever the words “include”, “includes” or “including” are used in the Plan, they shall be deemed to be followed by the words “but not limited to”, and the word “or” shall not be deemed to be exclusive.

SECTION 10. Term of the Plan. (a) Effective Date. The Plan shall be effective upon the Closing (the "Effective Date"), provided that the Company's directors and shareholders have approved the Plan prior to the Closing in accordance with the Business Combination Agreement. If the Plan is not so approved by the Company's shareholders or if the Business Combination Agreement is terminated and the Closing does not occur, then the Plan will be null and void in its entirety.

(b) Expiration Date. No Award shall be granted under the Plan after the tenth anniversary of the Effective Date. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted hereunder, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award or to waive any conditions or rights under any such Award, shall nevertheless continue thereafter.

Exhibit 10.10

EMPLOYMENT AGREEMENT (this "Agreement") dated as of July 28, 2021, by and among Mostafa Kandil ("Executive"), Pivotal Holdings Corp, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands (the "Company"), and Swvl Global FZE, a free zone limited liability company organized under the laws of the United Arab Emirates ("Swvl UAE").

WHEREAS, the Company desires that Executive continue to provide employment services to Swvl UAE, and Executive desires to continue to provide such services and enter into this Agreement, which sets forth the terms and conditions under which Executive will continue to serve Swvl UAE.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I

Services

SECTION 1.01. Term. The initial term of this Agreement shall commence upon the Company Merger Effective Time (as defined below) and, unless terminated earlier as set forth herein, shall continue through the third (3rd) anniversary of the Effective Date (as defined below) (the "Initial Term"). The Term (as defined below) shall be automatically extended for successive one (1) year periods upon the expiration of the Initial Term unless Executive or the Company notifies the other party in writing at least ninety (90) days prior to the expiration of the Initial Term, or of any extension thereof (each such date, a "Notification Date"), of such party's desire to terminate the Term upon the expiration of the Initial Term or extension thereof, *provided, however*, that if there occurs a Change in Control (as defined in Section 9.08 below) at any time during the Term following the two (2) year anniversary of the Effective Date (other than following the date that the Company or Executive has notified the other party in writing of such party's desire not to extend the Term upon expiration thereof, the Company has provided Executive with notice of termination or Executive has provided notice of resignation, in each case, in accordance with the terms of this Agreement), the Term shall be deemed automatically extended until the one-year anniversary of the Change in Control. For purposes of this Agreement, "Term" shall mean the Initial Term, together with any extensions thereof and shall terminate automatically upon termination of Executive's employment with the Company for any reason, *provided* that, to the extent set forth in Section 6.08, the rights and obligations of the parties shall survive expiration or other termination of the Term. Notwithstanding anything herein to the contrary, this Agreement shall be null and void *ab initio* if the Business Combination Agreement is terminated prior to the Company Merger Effective Time or Executive's employment with the Company or one of its Affiliates (as defined Section 4.08 below) terminates for any reason prior to the Company Merger Effective Time.

SECTION 1.02. Position and Duties. During the Term, Executive shall serve as Chairman and Chief Executive Officer of the Company and Manager of Swvl UAE, reporting to the Board of Directors of the Company (the "Board"). Executive shall perform those duties and have those authorities commensurate with the position of Chairman and Executive Officer of a company of the size and scope of the Company. At the request of the Board, and subject to such reasonable conditions as Executive may reasonably establish, Executive agrees to serve as an officer, director or other appointee with respect to any Subsidiary (as defined in Section 4.08 below) of the Company subject, in each case, to being validly appointed to serve and, in so serving, Executive's role in respect of such Subsidiary shall be independent of his position as Chairman and Chief Executive Officer of the Company. In addition, during the period in which he serves as Chief Executive Officer of the Company, whether during the Term or otherwise, Executive shall be entitled to serve on the Board and shall be Chairman of the Board. Furthermore, following Executive's resignation or termination of employment for any reason other than termination for Cause or due to death or Executive's resignation or termination of employment at a time when Cause exists (as determined in accordance with this Agreement), Executive (or his designee) shall be entitled to serve on the Board as long as he and a trust settled by Executive together have beneficial ownership of one percent (1%) or more of the then outstanding shares of the Company. For the avoidance of doubt, Executive will not be entitled to any additional compensation or benefits from the Company or any of its Subsidiaries with respect to service in any other officer, director or other appointee position.

SECTION 1.03. Time and Effort. During the Term, Executive shall devote substantially all of Executive's business time, attention, skill and efforts (which shall not require Executive to be physically present at any particular work location) to the business and affairs of the Company and its Subsidiaries, except for vacation, holiday and sick leave and periods of illness or incapacity. Notwithstanding the foregoing, Executive shall be permitted to (a) serve on nonprofit or government advisory boards and engage in charitable, philanthropic and community activities, (b) manage Executive's personal investments and affairs and (c) continue the activities set forth on the schedule that Executive delivered to the Company on or prior to the date hereof, *provided* that the outside activities described in clauses (a) through (c) shall not, either individually or in the aggregate, (i) interfere with Executive's attention to the Company and its Subsidiaries, including by causing an unreasonable distraction to Executive or by creating any conflict of interest or (ii) result in a breach of any of the restrictive covenants set forth in Article V. Any other outside business activities not expressly described herein shall require the prior written approval of the Board (or a duly authorized committee thereof).

ARTICLE II

Compensation

SECTION 2.01. Base Salary. During the Term, Swvl UAE shall, as compensation for the obligations set forth herein and for all services rendered by Executive in any capacity during such employment under this Agreement, including services as an officer, employee or other appointee, as applicable, with respect to Swvl UAE or the Company, pay Executive a base salary

("Base Salary") at the annual rate of US$650,000 per year, payable in accordance with Swvl UAE's standard payroll practices as in effect from time to time. The Base Salary shall be reviewed by the Board (or a duly authorized committee thereof) on an annual basis for increases but not decreases.

SECTION 2.02. Annual Bonus. Commencing with the first fiscal year during the Term, Executive shall be eligible to earn an annual performance-based cash bonus (the "Annual Bonus") in a targeted amount equal to one hundred percent (100%) of Executive's Base Salary (the "Target Bonus"). The actual amount paid will depend on the degree to which annual performance goal(s), established by the Board (or a duly authorized committee thereof), are determined by the Board (or such committee) to have been achieved. The Annual Bonus shall be paid at the time as is customary for other senior executives of the Company's Subsidiaries, but in any event in the fiscal year following the end of the fiscal year to which such Annual Bonus relates.

SECTION 2.03. Long-Term Incentive Award.

(a) Initial Grant of Stock Options: On the day the Effective Date, the Company shall grant Executive a stock option to purchase Class A ordinary common shares of the Company, par value US$0.0001 per share ("Stock", and such stock options, "Options") with an aggregate financial accounting grant date fair value equal to US$650,000, which shall be subject to the terms and conditions of the Company's 2021 Omnibus Incentive Compensation Plan (the "2021 Plan") and a stock option agreement to be entered into between the Company and Executive on the Effective Date.

(b) Initial Grant of Restricted Stock Units: Immediately subsequent to the filing of a Form S-8 by the Company, which filing shall be made by the Company as soon as practicable after the Effective Date, the Company shall grant Executive an award of restricted stock units in respect of shares of Stock ("RSUs") with an aggregate value of US$1,600,000 based on the closing price of the Stock on the Applicable Exchange (as defined in the 2021 Plan) on the date of grant of such RSUs, which shall be subject to the terms and conditions of the 2021 Plan and an equity award agreement to be entered into between the Company and Executive on the Effective Date. The initial grants covered by Sections 2.03(a) and (b) of this Agreement are referred to collectively herein as the "Initial Grants".

(c) Annual Equity Awards: Subject to approval by the Board or a duly authorized committee thereof, following the Company's 2021 fiscal year, Executive shall also be eligible to receive annual equity awards with a target value to be determined by the Board or a duly authorized committee thereof in its discretion, taking into account competitive market practice.

(d) Trust Transfer: With respect to the grant of equity awards pursuant to this Section 2.3 (including, for the avoidance of doubt, Section 2.3(c)), Executive shall be permitted to transfer shares of Stock, including, without limitation, such shares received in connection with the exercise of Options or the settlement of RSUs, to a charitable organization or to a trust, the beneficiary (or beneficiaries) of which is one or more of the individual, a member of the individual's immediate family, an affiliate of such person or a charitable organization.

ARTICLE III

Benefits and Other Matters

SECTION 3.01. Benefit Plans. During the Term, Executive and Executive's eligible family members shall be entitled to participate in any benefit plans (other than severance plans, which is otherwise addressed in this Agreement) offered by the Company as in effect from time to time (collectively, "Benefit Plans"), on the same basis generally made available to other senior executives of the Company and to the extent Executive and Executive's family members may be eligible to do so, subject to the terms of any such Benefit Plan. Executive understands that any Benefit Plan may be terminated or amended from time to time by the Company in its discretion.

SECTION 3.02. Director and Officer Indemnification. During the Term and thereafter, the Company shall, to the fullest extent permitted by law and the Company's Memorandum and Articles of Association (and any successor governing documents, each, as may be amended from time to time (collectively, the "Governing Documents")), promptly indemnify Executive against all costs, charges, losses, expenses and liabilities (including, but not limited to, reasonable attorneys' fees and costs incurred in defending legal proceedings) incurred by Executive in connection with any actual, threatened or reasonably anticipated claim, suit, action or proceeding arising in connection with the execution, discharge or exercise of Executive's duties as an officer or director of the Company or any of its Subsidiaries and/or the exercise of Executive's powers in Executive's capacity as an officer or director of the Company or any of its Subsidiaries or otherwise in relation thereto other than incurred by reason of Executive's actual fraud; *provided* that Executive shall not be found to have committed actual fraud unless or until a court of competent jurisdiction shall have made a finding to that effect. Such expenses shall be promptly advanced to Executive to the fullest extent permitted by law or the Governing Documents, *provided* that if it is determined by a court of competent jurisdiction without further right of appeal that Executive is not entitled to such indemnification, reimbursement or advancement, then Executive shall promptly return all such amounts to the Company.

SECTION 3.03. Business Expenses. The Company shall promptly reimburse Executive for all reasonable and customary out-of-pocket business expenses incurred by Executive in connection with Executive's service hereunder, in accordance with the Company's policies as may be in effect from time to time.

ARTICLE IV

Termination

SECTION 4.01. Non-Duplication of Severance. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall Executive be entitled to severance benefits under any Employee Benefit Plan (as defined in the Business Combination Agreement) of the Company or any of its Subsidiaries that are duplicative of severance benefits provided under this Agreement. For the avoidance of doubt, unless otherwise provided in Section 4.05 or Section 4.06 of this Agreement, this Article IV shall not be deemed or otherwise constitute a forfeiture of any statutorily-imposed mandatory severance or gratuity pay to which Executive may be entitled pursuant to applicable law ("Statutory Gratuity Pay").

SECTION 4.02. Notice of Termination. During the Term, the Company shall provide at least sixty (60) days' written notice for any involuntary termination of Executive's employment by the Company other than for Cause (as defined in Section 4.08 below), death or Disability (as defined in Section 4.08 below), and Executive shall provide at least sixty (60) days' written notice for a resignation without Good Reason (as defined in Section 4.08 below).

SECTION 4.03. Termination by the Company for Cause or by Executive without Good Reason. If the Company terminates Executive's employment for Cause, or if Executive terminates Executive's employment with the Company without Good Reason, no severance shall be payable to Executive, *provided* that Executive shall be entitled to payment of accrued and vested compensation and benefits, including vested Company equity-based awards (except as otherwise provided in the applicable award agreement), accrued base salary, reimbursement of unpaid business expenses in accordance with Section 3.04 and any other or additional benefits to which Executive may then or thereafter be entitled under the then-applicable terms of any applicable Employee Benefit Plan (as defined in the Business Combination Agreement) of the Company or any of its Subsidiaries (collectively, the "Accrued Benefits").

SECTION 4.04. Termination for Disability or Death. Executive's employment with the Company shall terminate immediately upon Executive's death or Disability. In the event of a termination due to death or Disability, in addition to the Accrued Benefits, Executive or Executive's estate, as the case may be, shall be entitled to the following payments and benefits:

(a) subject to the effectiveness and irrevocability of the Release (as defined in Section 4.07 below), payment of any unpaid bonus earned for the year prior to the year in which the Effective Termination Date (as defined in Section 4.05 below) occurs, paid when bonuses are paid (or, if earlier, due to be paid) to other senior executives of the Company; and

(b) then outstanding equity-based awards treated in accordance with the applicable award agreements.

SECTION 4.05. Non-Change-in-Control Termination. If Executive's employment is terminated by the Company other than for Cause, death or Disability, or by Executive with Good Reason, in each case other than within twenty-four (24) months following a Change in Control, in addition to the Accrued Benefits, Executive shall be entitled to the following payments and benefits, subject to the effectiveness and irrevocability of the Release:

(a) one (1) times the sum of (x) the Base Salary and (y) the Annual Bonus earned in respect of the fiscal year ending immediately prior to the Effective Termination Date (the "Prior Year Bonus"), payable in equal installments in accordance with the Company's normal payroll practices over twelve (12) months following the Effective Termination Date, *provided* that any installments that would otherwise have been paid prior to satisfaction of the release condition set forth in Section 4.07 shall be accumulated and paid in a lump sum on the first payroll date following satisfaction of such condition; *provided* further that to the extent Executive is entitled to Statutory Gratuity Pay, the continuation of Base Salary pursuant to this Section 4.05(a) shall be reduced by the amount of the Statutory Gratuity Pay to which he will be entitled as a result of Executive's termination of employment;

(b) payment of a pro rata portion of the Annual Bonus in respect of the fiscal year in which such termination or resignation occurs based on the number of days elapsed in such year through the effective date of Executive's termination or resignation of employment, as applicable (the "Effective Termination Date"), and actual achievement of applicable performance goals, except that any performance goals based on Executive's personal performance shall be treated as attained at no less than the target level, and any other performance goals shall be deemed achieved at least at the level applicable to similarly situated active employees of the Company, and paid when annual bonuses are paid (or, if earlier, due to be paid) to other senior executives of the Company;

(c) payment of any unpaid bonus earned for the year prior to the year of termination or resignation, paid at the time set forth in Section 4.04(a); and

(d) full accelerated vesting of the Initial Grants (to the extent then outstanding), with all other Company equity-based awards treated in accordance with the applicable award agreements.

If, following the Effective Termination Date and prior to a Change in Control, Executive breaches any of his obligations pursuant to the restrictive covenants set forth in Section 5.02 or Section 5.03, and such breach results in, or would reasonably be expected to result in, significant reputational or monetary harm to the Company, then Executive shall forfeit his right to receive any unpaid amounts pursuant to Section 4.05(a), (b) and (d), and Executive shall promptly repay to the Company any such amount previously paid to Executive pursuant to Sections 4.05(a), (b) and (d), *provided, however*, that the Company shall provide written notice to Executive of an alleged breach of any such restrictive covenants within thirty (30) days of such alleged breach (or such later date as the Board could reasonably have been expected to know of such a breach), and Executive shall have thirty (30) days to cure such alleged breach, if curable.

SECTION 4.06. Change-in-Control Termination. If Executive's employment is terminated by the Company other than for Cause, death or Disability within twenty-four (24) months following a Change in Control, or is terminated by Executive with Good Reason within twenty-four (24) months following a Change in Control, in addition to the Accrued Benefits, Executive shall be entitled to the following payments and benefits, subject to effectiveness of the Release:

(a) two (2) times the sum of (x) the Base Salary and (y) the Prior Year Bonus, payable in a lump sum within sixty-five (65) days following the Effective Termination Date (the "Aggregate Amount"); *provided* that to the extent Executive is entitled to Statutory Gratuity Pay, the Aggregate Amount pursuant to this Section 4.06(a) shall be reduced by the amount of the Statutory Gratuity Pay to which he will be entitled as a result of Executive's termination of employment;

(b) payment of a pro rata portion of the Target Bonus in respect of the year in which the Effective Termination Date occurs, paid in a lump sum within sixty-five (65) days following the Effective Termination Date;

(c) payment of any unpaid bonus earned for the year prior to the year of termination, paid at the time set forth in Section 4.04(b); and

(d) full accelerated vesting of all outstanding Company equity-based awards, unless otherwise set forth in the applicable award agreements.

SECTION 4.07. Release. Payments and benefits described in Sections 4.04, 4.05 and 4.06, other than the Accrued Benefits, are conditioned upon Executive's or Executive's estate's, as the case may be, execution and delivery of a release of customary release of claims in form and substance reasonably acceptable to the Company and Executive (the "Release") no later than fifty (50) days following the Effective Termination Date and not revoking the Release during the period specified therein. In the event of Executive's death or a judicial determination of his incapacity, references in this Agreement to Executive shall be deemed (where appropriate) to be references to his heir(s), beneficiary(ies), estate, executor(s) or other legal representative(s).

SECTION 4.08. Definitions. For purposes of this agreement:

(a) "Affiliate" means any Person Controlled by, Controlling or under common Control with, the applicable party.

(b) "Business Combination Agreement" means the Business Combination Agreement, dated as of the date hereof, by and among the Company, Swvl Inc., a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands, Queen's Gambit Growth Capital, a Cayman Islands exempted company with limited liability, Pivotal Merger Sub Company I, a Cayman Islands exempted company with limited liability, and Pivotal Merger Sub Company II Limited, a British Virgin Islands business company limited by shares incorporated under the laws of the British Virgin Islands.

(c) "Cause" means Executive's (i) conviction of, or plea of guilty or *nolo contendere* to, a felony or a misdemeanor (or terms having similar meaning under applicable non-U.S. law) involving fraud, moral turpitude, or willful misconduct in connection with the affairs of the Company or any of its Subsidiaries; (ii) willful and material breach of any material written policies of the Company or any of its Subsidiaries or fiduciary duties to the Company or any of its Subsidiaries, in each case, which breach has caused, or would reasonably be expected to cause, significant economic harm to the Company or any of its Subsidiaries; (iii) material breach of any material non-competition or non-solicitation obligation to the Company; or (iv) willful misconduct in the execution of Executive's duties to the Company or any of its Subsidiaries, which misconduct has caused, or would reasonably be expected to cause, significant economic harm to the Company. Except in the case of clause (i), a purported termination of employment by the Company for Cause shall not be effective as a termination for Cause unless (A) the Company first furnishes written notice to Executive of the circumstance(s) alleged to constitute Cause within thirty (30) days following the date the Board first becomes aware of such circumstance(s), (B) Executive has not cured those circumstance(s) within thirty (30) days following Executive's receipt of such written notice from the Company and (C) the Company terminates Executive's employment within thirty (30) days following the expiration of such cure period, *provided* that Executive shall not have the opportunity to cure a circumstance(s) alleged to constitute Cause if it is not capable of being cured.

(d) "Change in Control" shall have the meaning set forth in the 2021 Plan as in effect on the Effective Date.

(e) "Company Merger Effective Time" shall have the meaning set forth in the Business Combination Agreement.

(f) "Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise (and Controlled and Controlling shall be construed accordingly).

(g) "Disability" means Executive's substantial inability to perform his duties for the Company due to physical or mental illness or incapacity for any consecutive period of six months or any non-consecutive periods aggregating six (6) months or more in any twelve (12)-month period.

(h) "Effective Date" means the date on which the Company Merger Effective Time occurs.

(i) "Good Reason" means the occurrence of any of the following, without Executive's prior written consent: (i) a material breach by the Company of its obligations under this Agreement, any agreement between Executive and the Company evidencing Company equity-based awards, any other agreement between Executive and the Company in effect on the date hereof or any substantially similar agreement between Executive and the Company entered into following the date hereof; (ii) any relocation by the Company of Executive's principal place of employment to a location more than thirty (30) miles from Executive's current principal residence

in Dubai, UAE; or (iii) any material diminution in Executive's position, duties, authority, titles, offices, reporting lines or responsibilities. A purported termination of employment by Executive with Good Reason shall not be effective as a termination with Good Reason unless (A) Executive furnishes written notice to the Company of the circumstance(s) alleged to constitute Good Reason within ninety (90) days following the date Executive first becomes aware of such circumstance(s), (B) the Company has not fully cured those circumstance(s) within thirty (30) days after the Company's receipt of such notice from Executive and (C) Executive terminates Executive's employment within ninety (90) days following the expiration of such cure period.

(j) "Person" means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity.

(k) "Subsidiary" means, with respect to any Person and as of any determination date, any other Person as to which such first Person (i) owns, directly or indirectly, or otherwise controls, more than fifty percent (50%) of the voting power or other similar interests of such other Person or (ii) is the sole general partner interest, or managing member or similar interest, of such other Person.

ARTICLE V

Executive Covenants

SECTION 5.01. Company Interests; Acknowledgements. Executive acknowledges that the Company has expended substantial amounts of time, money and effort to develop business strategies, customer relationships, employee relationships, trade secrets and goodwill and to build an effective organization, and that the Company has a legitimate business interest and right in protecting those assets as well as any similar assets that the Company may develop or obtain. Executive acknowledges that the Company is entitled to protect and preserve the going concern value of the Company and its business and trade secrets to the extent permitted by law. Executive acknowledges that the Company's business is international in scope. Executive acknowledges and agrees that the restrictions imposed upon Executive under this Agreement are reasonable and necessary for the protection of the Company's goodwill, confidential information, trade secrets and customer relationships, and that the restrictions set forth in this Agreement shall not prevent Executive from earning a livelihood without violating any provision of this Agreement. Notwithstanding anything elsewhere in this Agreement to the contrary, for purposes of this Section 5.01 and Sections 5.03, 5.04, 5.05, 5.08, 5.09 and 5.10, references to the Company shall be deemed to include its Subsidiaries.

SECTION 5.02. Consideration to Executive. In consideration of the Company's entering into this Agreement and the Company's obligations hereunder and other good and valuable consideration, the receipt of which is hereby acknowledged, and acknowledging hereby that the Company would not have entered into this Agreement without the covenants contained in this Article V, Executive hereby agrees to be bound by the provisions and covenants contained in this Article V.

SECTION 5.03. Employee Non-Solicitation and Customer and Business Relationships Noninterference. Executive agrees that, unless otherwise specifically permitted by the Board in writing, for the period commencing on the Effective Date and terminating twelve (12) months after termination of Executive's employment for any reason (such period, the "Restricted Period"), Executive shall not, directly or indirectly: (a) induce or attempt to induce any customer, supplier licensee or other person or entity that has done business with the Company (i) during the portion of the Restricted Period in which Executive is employed by the Company, during Executive's employment with the Company, or (ii) during the portion of the Restricted Period in which Executive is no longer employed by the Company, during the two (2) year period prior to Executive's last day of employment, in each case, to cease doing business with the Company or in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the Company; or (b) other than on behalf of the Company, solicit, recruit or hire any employee of the Company or any individual who was employed by the Company (i) during the portion of the Restricted Period in which Executive is employed by the Company, during Executive's employment with the Company, or (ii) during the portion of the Restricted Period in which Executive is no longer employed by the Company, during the one (1) year period prior to Executive's last day of employment.

SECTION 5.04. Non-Competition. (a) Executive agrees that, unless otherwise specifically authorized by the Board in writing, during the Restricted Period, Executive shall not, and shall cause each of Executive's controlled Affiliates (other than the Company) not to, directly or indirectly: (i) engage, consult, advise, own, operate, manage, control, invest in, provide services to or otherwise assist (as a director, officer, partner, principal, employee, member, consultant or in any other capacity) in any business that directly competes with the Company in any business in which the Company is actively engaged or is actively engaged in substantial preparations to engage and in any jurisdiction in which the Company is operating or is actively engaged in substantial preparations to operate (i) during the portion of the Restricted Period in which Executive is employed by the Company, during Executive's employment with the Company, or (ii) during the portion of the Restricted Period in which Executive is no longer employed by the Company, during the two (2) year period prior to Executive's last day of employment (the "Business"); or (ii) except as provided in Section 5.04(b), be employed by, consult with or advise any Person that, directly or indirectly, engages in the Business.

(b) This Section 5.04 shall not be deemed breached solely as a result of (i) the ownership by Executive of up to a five percent (5%) passive direct or indirect ownership interest in any publicly traded entity; (ii) Executive's employment by, or otherwise material association with, any organization or entity that competes with the Company in the Business so long as Executive's employment or association is with a separately managed and operated division or Affiliate of such organization or entity that itself does not compete with the Company in the Business and Executive has no business communications or involvement that relates to the Business; and (iii) Executive's service on the board of directors (or similar body) of any organization or entity that competes with the Company in the Business as an immaterial part of such organization or entity's overall business so long as Executive recuses himself from all matters relating to the Business.

SECTION 5.05. Confidential Information. Executive hereby acknowledges that (a) in the performance of Executive's duties and services pursuant to this Agreement, Executive has received and shall continue to receive, and may be given access to, Confidential Information and (b) all Confidential Information is or will be the property of the Company. For purposes of this Agreement, "Confidential Information" shall mean information, knowledge and data that is or will be used, developed, obtained or owned by the Company relating to the business, products and/or services of the Company or the business, products and/or services of any customer, lessor, sales officer, sales associate or independent contractor thereof, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software (whether or not owned by, or designed for, the Company), other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, copyrightable works and information with respect to any vendor, customer, lessor, sales officer, sales associate or independent contractor of the Company, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form, and all such items of any vendor, customer, sales officer, sales associate or independent contractor of the Company, *provided*, *however*, that Confidential Information shall not include information that is generally known to the public other than as a result of disclosure by Executive in breach of this Agreement or in breach of any similar covenant made by Executive prior to entering into this Agreement.

SECTION 5.06. Non-Disclosure. During the Term and at all times thereafter, except as otherwise specifically provided in Section , Executive shall not, directly or indirectly, disclose or cause or permit to be disclosed, to any Person whatsoever, or utilize or cause or permit to be utilized, by any Person whatsoever, any Confidential Information acquired pursuant to Executive's employment with the Company (whether acquired prior to or subsequent to the execution of this Agreement) under this Agreement or otherwise.

SECTION 5.07. Permitted Disclosure. Nothing in this Agreement or elsewhere shall prohibit Executive from: (a) contacting, filing a claim with, or cooperating in an investigation by a government agency; (b) exercising any legally protected whistleblower rights (including pursuant to Rule 21F under the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); (c) utilizing and disclosing information, including the Confidential Information, in connection with discharging Executive's duties to the Company; (d) disclosing Confidential Information to the extent Executive (i) is compelled to disclose such Confidential Information or else stand liable for contempt or suffer other censure or penalty or is required to disclose by judicial or administrative process, or by other requirements of applicable law or regulation or any governmental authority (including any applicable rule, regulation or order of a self-governing authority, such as the Applicable Exchange (as defined in the 2021 Plan)), *provided* that, where and to the extent legally permitted and reasonably practicable, Executive shall (A) give the Company reasonable notice of any such requirement and, to the extent protective measures consistent with such requirement are available, the opportunity to seek appropriate protective measures and (B) cooperate with Company in attempting to obtain such protective

measures or (ii) discloses such information in connection with any litigation or arbitration between the Company and Executive; (e) disclosing documents and information in confidence to an attorney or other professional for the purposes of securing professional advice; (f) retaining, and using appropriately, documents and information relating to Executive's personal rights and obligations; or (g) disclosing Executive's notice obligations, and post-employment restrictions, in confidence in connection with any potential new employment or business opportunity. In addition, Executive is advised that Executive shall not be held criminally or civilly liable under any U.S. Federal or state trade secret law for the disclosure of any Confidential Information that constitutes a trade secret to which the U.S. Defend Trade Secrets Act (18 U.S.C. Section 1833(b)) applies that is made (A) in confidence to a U.S. Federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

SECTION 5.08. Records. All memoranda, books, records, documents, papers, plans, information, letters and other data relating to Confidential Information or the business and customer accounts of the Company, whether prepared by Executive or otherwise, coming into Executive's possession shall be and remain the exclusive property of the Company and Executive shall not, during the Term or thereafter, directly or indirectly assert any interest or property rights therein. Upon Executive's termination of employment with the Company for any reason, Executive will immediately return to the Company all such memoranda, books, records, documents, papers, plans, information, letters and other data, and all copies thereof or therefrom, and Executive will not retain, or cause or permit to be retained, any copies or other embodiments of the materials so returned. Executive further agrees that Executive will not retain or use for Executive's account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company.

SECTION 5.09. Non-Disparagement. Executive shall not, at any time (whether prior to or following the Effective Termination Date), denigrate, ridicule, disparage or make any statement with the intent to criticize the Company or, with respect to Executive's relationship with the Company, any of the Company's officers or directors in their capacity as officers or directors of the Company. The Company shall use its reasonable best efforts to cause its and its Subsidiaries' respective executive officers and directors to agree that they will not, at any time (whether prior to or following the Effective Termination Date) denigrate, ridicule, disparage or make any statement with the intent to criticize Executive in his capacity as an employee, director or officer of the Company. This Section shall not prohibit (i) Executive or the Company (or its Subsidiaries) from testifying truthfully under oath pursuant to a lawful court order or subpoena or in connection with any litigation or arbitration between Executive and the Company or any of the Company's officers or directors or (ii) Executive from making the permitted disclosures set forth in Section .

SECTION 5.10. Specific Performance. Executive agrees that any material breach by Executive of any of the provisions of this Article V may cause irreparable harm to the Company that could not be made whole by monetary damages and that, in the event of such a breach, the breaching party shall waive the defense in any action for specific performance that a remedy at

law would be adequate, and the other party shall be entitled to seek to specifically enforce the terms and provisions of this Article V without the necessity of proving actual damages or posting any bond or providing prior notice, in any court of competent jurisdiction, in addition to any other remedy such party may obtain through arbitration in accordance with Section 6.06.

SECTION 5.11. Proprietary Rights.

(a) *Work Product*. Executive acknowledges and agrees that all right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Executive individually or jointly with others during Executive's employment with or other service to the Company and that specifically relate to the Business or specifically result from work performed by Executive for the Company, all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights relating thereto in and to U.S. and non-U.S. (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights relating thereto, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company.

For purposes of this Agreement, "Work Product" may include, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

(b) *Work Made for Hire; Assignment*. Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Executive hereby irrevocably assigns to the Company, for no additional consideration, Executive's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present,

and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights therein so as to be less in any respect than that the Company would have had in the absence of this Agreement.

(c) *Further Assurances; Power of Attorney*. During and after the Term, Executive agrees, upon reasonable request and subject to such reasonable conditions as Executive may reasonably establish, to cooperate with the Company to (i) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Executive's behalf in Executive's name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by Executive's subsequent incapacity.

(d) *No License*. Executive understands that this Agreement does not, and shall not be construed to, grant Executive any license or right of any nature with respect to any Work Product, Intellectual Property Rights therein, software, or other tools made available to Executive by the Company.

ARTICLE VI

Miscellaneous

SECTION 6.01. Assignment. This Agreement shall not be assignable by Executive. The parties agree that any attempt by Executive to delegate Executive's duties hereunder shall be null and void. The Company may assign this Agreement to any of its Affiliates or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all, or substantially all, of the business and assets of the assignor/transferor. Upon such assignment or transfer, the rights and obligations of the assignor/transferor hereunder shall become the rights and obligations of such successor. As used in this Agreement, the term "the Company" shall include, to the extent provided in Section 5.01, the Company's Subsidiaries and any permitted assignee to which this Agreement is assigned.

SECTION 6.02. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Company and its permitted successors. The Company shall assign its rights and obligations hereunder to any permitted successor. Upon any such assignment, the Company shall cause such successor expressly to assume such obligations, and such rights and obligations shall inure to and be binding upon any such successor.

SECTION 6.03. Entire Agreement. This Agreement, together with the award agreements in respect of the Company equity-based awards, constitutes the entire agreement and understanding of the parties and with respect to the transactions contemplated hereby and the subject matter hereof and supersedes and replaces any and all prior agreements, understandings, statements, representations and warranties, written or oral, express or implied and/or whenever and howsoever made, directly or indirectly relating to the subject matter hereof.

SECTION 6.04. Amendment. This Agreement may be amended, modified, superseded or altered, and the terms and covenants hereof may be waived, only by written instrument executed by each of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

SECTION 6.05. Notice. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a written notice given in accordance with this Section 6.05).

If to the Company or Swvl UAE:	Swvl Global FZE c/o Swvl Inc. The Offices 4, One Central Dubai, United Arab Emirates Attention: General Counsel
with copies to:	Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attention: Jennifer S. Conway, Esq. E-mail: jconway@cravath.com
If to Executive:	Mostafa Kandil [Omitted]

with copy to: Anjarwalla Collins & Haidermota Legal Consultants
W501A, Saaha Offices Block C
Palace Hotel Downtown
PO Box 58553
Dubai, United Arab Emirates
Attention: Devvrat Periwal & Atiq Anjarwalla
E-mail: dperiwal@ach-legal.com
aanjarwalla@ach-legal.com

SECTION 6.06. Governing Law and Dispute Resolution.

(a) Except as otherwise required by applicable law, this Agreement shall be governed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the laws of the United Arab Emirates, without regard to principles of conflicts of laws.

(b) Except to the extent otherwise provided in Section 5.10 with respect to certain claims for injunctive relief, any dispute or controversy arising under or relating to this Agreement, Executive's employment hereunder or any termination thereof (whether based on contract or tort or upon any U.S. federal, state or local statute or any non-U.S. statute) shall be submitted to the Dubai International Financial Centre – London Court of International Arbitration ("DIFC-LCIA") and resolved through confidential arbitration in accordance with the rules of the DIFC-LCIA. Any arbitration hearings shall be conducted in Dubai, United Arab Emirates before a single arbitrator (rather than a panel of arbitrators) with substantial experience in the matters in dispute and appointed in accordance with the rules of the DIFC-LCIA. The resolution of any such dispute or controversy by the arbitrator shall be final and binding, except to the extent otherwise provided by applicable law. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Company shall promptly pay all administrative costs and arbitration fees, and all legal fees, court costs and other costs and expenses incurred by Executive in connection with any claim or dispute that is subject to arbitration under this Section 6.06(b) or that is brought pursuant to Section 5.10, *provided* that if the Company substantially prevails with respect to such claim or dispute, Executive, shall promptly repay any fees and costs (other than fees and other charges of DIFC-LCIA or the arbitrator) incurred by Executive, and paid by the Company, in connection with any claim as to which the Company has substantially prevailed. If at the time any dispute or controversy arises with respect to this Agreement, DIFC-LCIA is not in business or is no longer providing arbitration services, then the parties hereto shall select another internationally-recognized arbitral institution based in Dubai; *provided* that the selection of such arbitral institution shall not be unreasonably withheld, conditioned or delayed.

SECTION 6.07. Severability. If any term, provision, covenant or condition of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, void or unenforceable in any jurisdiction, then such provision, covenant or condition shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement and any such invalidity, illegality or unenforceability with respect to such provision shall not invalidate or render unenforceable such provision in any other jurisdiction, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.08. Survival. The rights and obligations of the Company and Executive under the provisions of this Agreement, including Sections 1.02, 3.03 and 3.04 and Articles IV, V and VI, shall survive and remain binding and enforceable, notwithstanding any termination of the Term, to the extent necessary to preserve the intended benefits of such provisions.

SECTION 6.09. Cooperation. Following termination of the Term, Executive shall provide Executive's reasonable cooperation to the Company and its Subsidiaries in connection with any suit, action or proceeding (or any appeal therefrom) that relates to events occurring during Executive's employment with the Company and its Subsidiaries and as to which Executive has relevant knowledge, other than a suit between Executive, on the one hand, and the Company or any of its Subsidiaries, on the other hand, *provided* that any such cooperation shall be subject to Executive's other personal and professional commitments, and the Company shall promptly pay (or promptly reimburse) any expenses reasonably incurred by Executive in connection with such cooperation.

SECTION 6.10. Representations.

(a) Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, or be prevented, interfered with or hindered by, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

(b) The Company hereby represents to Executive that it is fully authorized, by any Person or body whose authorization is required, to enter into, and carry out the terms of, this Agreement, and that its ability to enter into, and carry out the terms of, this Agreement is not limited by any Company Plan.

SECTION 6.11. No Waiver. The provisions of this Agreement may be waived only in writing signed by the party or parties entitled to the benefit thereof. A waiver or any breach or failure to enforce any provision of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every provision of this Agreement.

SECTION 6.12. No Offset. The Company's obligation to pay Executive the amounts, and to provide the benefits, hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company. In addition, there shall be no offset against any such payments or benefits for any amounts or benefits earned by Executive, after the Effective Termination Date, from subsequent employment or otherwise.

SECTION 6.13. Withholding Taxes. The Company or its Subsidiaries may withhold from any amounts payable under this Agreement such taxes solely as may be required to be withheld pursuant to any applicable law or regulations.

SECTION 6.14. Counterparts. This Agreement may be executed (including by facsimile or PDF) in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single instrument. Any signature delivered by facsimile, PDF, DocuSign or similar platform shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile, PDF or DocuSign signature were an original thereof.

(a) Construction. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. In this Agreement unless a clear contrary intention appears: (a) the singular number includes the plural number and vice versa, (b) reference to any "Person" includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, (c) reference to any gender includes any other gender, (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof, (e) "hereunder", "hereof", "hereto", "herein" and words of similar import shall be deemed references to this Agreement as a whole, and not to any particular Article, Section or other provision thereof, (f) "including" (and with correlative meaning "include" and "includes") means including without limiting the generality of any description preceding such term, (g) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto, (h) the words "party" or "parties" shall refer to parties to this Agreement and their permitted successors, (i) all references to provisions, Sections or Articles are to provisions, Sections and Articles of this Agreement, unless otherwise expressly specified, (j) the word "or" is disjunctive and not exclusive and (k) the word "day" means calendar day.

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

PIVOTAL HOLDINGS CORP

By: /s/ Youssef Salem
Name: Youssef Samy Elsayed Fathy Salem
Title: Director

SWVL GLOBAL FZE

/s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Manager

EXECUTIVE

By: /s/ Mostafa Kandil
Name: Mostafa Kandil

TERMS AND CONDITIONS OF EMPLOYMENT

THIS EMPLOYMENT AGREEMENT is made on 30/05/2020,

BETWEEN:

(1) **SWVL Global FZE**, a free zone company duly organised and existing pursuant to the laws of the Dubai World Trade Centre and carrying registration number L-0406 (the "**Company**"); and

(2) **Youssef Salem** a Dominican national and holder of passport no. *******.

1. JOB TITLE AND TERM OF EMPLOYMENT

1.1 You are employed as a ***Chief Financial Officer*** of the Company with effect from on or about 01/09/2021 (the "**Commencement Date**").

1.2 Your employment with the Company is for an unlimited period of time and may be terminated in accordance with the terms of this Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1 During the term of your employment with the Company, you will perform the duties required of you by the Company as set out in this Agreement and report directly to the board of directors ("**Board**") of the Company.

2.2 During your employment, you shall serve on a full-time basis as Chief Financial Officer ("**CFO**") of the Company and shall report to the Company's Board.

2.3 During the term of your employment, you will perform the duties and responsibilities as are normally associated with the position of a **Chief Financial Officer**.

2.4 In addition, during the term of your employment hereunder, you shall:

(a) abide by any applicable statutory, fiduciary or common law duties (as set out in the Labour Law) to the Company;

(b) unless prevented by ill-health or accident or otherwise directed by the Board, devote the whole of your time during normal business hours to your duties under this Agreement;

(c) comply with all reasonable and lawful directions given to you by the Board; (d) carry out your duties with due care and attention; and

(e) not, without the Company's prior written consent, be in any way directly or indirectly engaged or concerned with any other employment whether during or outside your hours of work for the Company;

(f) use your best efforts to promote and protect the interests of the Company and observe the utmost good faith towards the Company; and

(g) comply with all the Company's rules, regulations and policies from time to time in force and any rules which the Company's clients may require you to observe whilst working on their premises.

3. REMUNERATION

3.1 Your total salary is AED **1,020,000** per annum and will be paid in equal monthly instalments of AED **85,000** into your nominated bank account in accordance with the Company's normal payroll schedule subject to any such deductions and/or withholdings that may be required by applicable law from time to time.

3.2 You will receive 250 Stock Options (based on current total stock count of 59,868) at a strike price of USD 1 per share.

3.3 In case you are relocating to the UAE from another jurisdiction, you shall be eligible for a relocation allowance as set out below -

Conditions	Amount (in AED)
Single	12000
Spouse	15000
Spouse+Child	18000

In the event your employment terminates before the completion of one (1) year from the Commencement Date, you shall be liable to pay to the Company the relocation allowance on a pro rata basis and an amount proportional to the number of months remaining to be completed for the year will be recovered.

3.4 Unless you instruct otherwise in writing, the Company shall pay the remuneration set out in Clause 3.1 by direct deposit to your nominated bank account.

3.5 You and your family members residing or staying in UAE shall be relocated back to Egypt at the end of your employment if you require it, and emergency repatriation in case of regional security threat in the UAE.

3.6 There is currently no personal income tax in the UAE. The Company shall not be liable for any taxation payable in the UAE or in your country of domicile or residence (if different from the UAE) or elsewhere.

4. REMUNERATION AND PERFORMANCE REVIEWS

Your base remuneration will be reviewed twice a year. The performance review period for the Company runs from 1st January to 31st December. You will participate in performance reviews, which will be conducted from time to time by the Board.

5. EXPENSES

You will be reimbursed for any expenses properly incurred in connection with your duties in accordance with the Company's expenses policy as amended from time to time.

6. NORMAL HOURS OF WORK

6.1 Your normal hours of work will be based on a forty-hour week Sunday to Thursday inclusive.

6.2 From time to time you may be required to work additional hours in order to properly perform your duties and/or allow the Company to meet its obligations to its clients.

6.3 Normal hours of work shall be reduced during the holy month of Ramadan as prescribed by the Labour Law.

7. PLACE OF WORK

Your normal place of work will be at the Company's office in the Dubai World Trade Centre. With your consent the Company may change your normal place of work or require you to work for extended periods overseas.

8. NOTICE

8.1 Subject to Clause 4 above and Clause 13 below, the Company will provide you with thirty (30) days' prior written notice in order to terminate your employment.

8.2 Subject to Clause 4 13 above and Clause below y ou are required to provide the Company with thirty (30) days' prior written notice in order to terminate your employment.

8.3 Subject to approval of the Board, the Company may require you not to attend at work and/or not to undertake all or any of your duties during any period of notice (whether given by the Company or you), **provided**, **always**, that the Company shall continue to pay your salary and contractual benefits. For the avoidance of doubt, there is no obligation on the Company to provide you with any work during any period of notice and you will not be entitled to work on your own account or on account of any other person or company during that period.

9. HOLIDAYS AND HOLIDAY PAY

9.1 You are entitled, in addition to the public holidays observed in the UAE and declared for the private sector, to twenty-five (25) working days, paid in each holiday year. Details of these public holidays will be notified to you from time to time.

9.2 Your holiday entitlement will increase in line with length of service as follows:

6+ years of service	**+1 working day *per annum* = total of 26 days *per annum***
7+ years of service	**+1 working day *per annum* = total of 27 days *per annum***
8+ years of service	**+1 working day *per annum* = total of 28 days *per annum***
9+ years of service	**+1 working day *per annum* = total of 29 days *per annum***
10+ years of service	**+1 working day *per annum* (maximum of thirty (30) days *per annum*)**

9.3 The Company's holiday year runs from 1st January to 31st December.

9.4 The precise timing of your holiday entitlement will be at your discretion, but subject to the Company's approval (acting reasonably) after taking into account the work load and market situation at any particular time. Any past unused holiday entitlement during a holiday year may be brought forward to the current year.

9.5 Your holiday entitlement does not expire and shall be brought forward pursuant to Clause 9.4.

9.6 If your employment begins or ends part way through the holiday year, your holiday entitlement for that year will be assessed on a *pro rata* basis.

9.7 On termination of your employment, you will be entitled to payment in lieu of any holidays which have accrued but which you have not taken at that time.

10. SICKNESS OR OTHER ABSENCE

10.1 If you are absent from work for any reason and your absence has not previously been authorised by the Company, you shall make reasonable efforts to inform the Company by 9:00 a.m. on your first day of absence.

10.2 Sick leave shall be granted in accordance with the provisions of the Labour Law, subject to production of a medical certificate from a hospital, clinic or general practitioner after three (3) consecutive days of absence.

11. HEALTH INSURANCE

Subject to fulfilling the conditions as set out in Clause 24 (hereinbelow) you and your family will be eligible to receive health insurance cover, as per the Company's policies and procedures, in accordance with applicable laws in the UAE.

12. TERMINATION

12.1 Notwithstanding anything to the contrary contained herein or in the Labour Law, the Company may dismiss you immediately without notice, payment in lieu of notice, or payment of end of service gratuity in any one of the following circumstances:

(a) if you have adopted a false identity or nationality, or have produced forged documents or certificates;

(b) if you are guilty of fraud and/or gross negligence as defined under the Labour Law in the discharge of your duties under this Agreement;

(c) if you violate any reasonable instructions issued by the Company which relate to safety at work or the workplace despite having previously been issued with a written warning regarding safety at work;

(d) if you fail to carry out your basic duties as an employee under the Agreement and continue to do so after receiving a written notice from the Company warning that your employment will be terminated if such conduct persists;

(e) if you disclose trade secrets or other confidential information of the Company to the detriment of the Company;

(f) if you are found drunk or under the influence of drugs during working hours;

(g) if you commit a physical assault on any of your colleagues;

(h) if you are absent from work without legitimate reason for more than twenty (20) non- consecutive days or more than seven (7) consecutive days;

(i) if you work for another employer during your annual leave or sick leave; or

(j) if you are convicted of a crime involving honour, honesty or public morals.

13. END OF SERVICE GRATUITY

13.1 Upon termination of your employment with the Company, you may be entitled to receive an end of service gratuity payment. Subject to Clauses 14.2, the end of service gratuity will be payable and calculated in accordance with the provisions of the Labour Law and based on your basic salary.

13.2 Your period of service for calculation of the end of service gratuity will be based on your period of service from the Commencement Date.

14. NON-COMPETITION

During the period of your employment hereunder and for twelve (12) months after the last day of your employment, you shall not engage in any project, business, undertaking, investment, partnership or otherwise that is engaged in any business which is in competition with the Company without the prior consent of the CEO of the Company. This restriction shall not apply to any existing investment held by you on the Commencement Date or an investment in which you own less than a five percent (5%) interest.

15. NON-SOLICITATION

You agree that, during the term of your employment hereunder and for a period of twelve (12) months after the last day of your employment, you will not, directly or indirectly:

(a) recruit, solicit, entice, persuade or induce any senior employee, consultant, agent or independent contractor of the Company or any of its Affiliates to terminate his or her employment or relationship with the Company or hire any such employee, consultant, agent or independent contractor or authorise or assist in the taking of any such actions by any third party; or

(b) solicit or influence, or attempt to influence, any client, customer or other Person to direct his, her or its business to any Person in competition with the business of the Company or any of its Affiliates.

16. CONFIDENTIALITY

Subject to the express prior written consent of the Company, you must not (except in the proper performance of your duties) while employed by the Company or at any time (without limit) after the date on which your employment with the Company terminates:

(a) divulge or communicate to any person;

(b) use for your own purposes or for any purposes other than those of the Company or, as appropriate, any of its clients; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of, any trade secrets or confidential information relating to the Company or any of its clients. You must at all times use your best endeavours to prevent publication or disclosure of any trade secrets or confidential information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default by you.

17. DATA PROTECTION

By signing this Agreement, you acknowledge and agree that the Company is permitted to hold and process, both electronically and in hard copy form, any personal and/or sensitive data about you as part of its employee-related administration and also for use in the course of the Company's business but the Company shall not release any such information to any third party without your prior written consent.

18. COMPANY AND CLIENT PROPERTY

All equipment (including computer equipment), notes, memoranda, records, precedents, lists of clients, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by you or otherwise and in whatever medium or format) relating to the business of the Company or any of its clients (and any copies of the same) shall:

(a) be and remain the property of the Company or the relevant client; and

(b) be handed over by you to the Company on demand and in any event on the termination of your employment.

19. INTELLECTUAL PROPERTY ASSIGNMENT

Any invention, development or know-how which shall be conceived, developed or reduced to practice by the Executive during the period of his employment relating to the business of the Company or the use of any of its technologies, facilities or Confidential information, notwithstanding that it is perfected or reduced to specific form at any time thereafter provided that its conception arose during such period, including all rights therein and in any patent or other form of intellectual property or legal protection with respect thereto, shall become the sole property of the Company, without need for any specific action or notice or any consideration to the Executive other than as provided for by this Agreement. The Executive shall cooperate with the Company and assist it in obtaining any patent or other form of legal protection for such inventions or know-how for no additional compensation (other than the coverage of the Executive's reasonable out of pocket expenses).

20. EMPLOYMENT POLICIES

The Company has a number of policies governing the way employees of the Company should work; for example, a harassment policy, an e-mail and internet acceptable use policy, a disciplinary policy, etc. These policies are workplace policies and the Company may amend, substitute or add new policies from time to time at its sole discretion. You will be notified of any new policies or amendments that are made to the policies. You should make yourself aware of these policies and abide by them at all times.

21. CHANGES TO TERMS OF EMPLOYMENT

From time to time and with your prior written approval, the Company may make changes to the mutually agreed terms and conditions of employment.

22. PREVIOUS CONTRACTS

22.1 The contractual terms in this Agreement shall be in substitution for all or any existing contracts of employment previously entered into between you and the Company, which cease to have effect on the date upon which you commence work under this Agreement. You confirm that you have no outstanding claims in respect of any previous contracts or otherwise against the Company or any of its affiliated partnerships.

22.2 This Agreement and the documents and policies referred to in it (as amended or replaced from time to time) constitute the entire agreement and understanding of the parties relating to your employment with the Company.

23. WORK PERMITS AND APPROVALS

23.1 The Company will use reasonable efforts to assist you and your family in obtaining all requisite permissions and approvals from the competent authority in the DWTC and any other competent authorities in the UAE (collectively, "**Required Work and Residency Approvals**").

23.2 It is a continued condition to your employment with the Company that your employment is permitted by the appropriate authorities in the UAE, and that you hold and continue to hold the Required Work and Residency Approvals. To that end, you agree to conduct yourself with appropriate professional and personal behaviour so as not to jeopardise the status of any such Required Work and Residency Approvals. Subject to approval by the Board, any revocation of your Required Work and Residency Approvals as a result of your behaviour may result in this Agreement being terminated.

23.3 Upon termination of this Agreement and your employment hereunder, you shall execute all documents reasonably requested by the Company, including, but not limited to, documents necessary to cancel the Required Work and Residency Approvals.

24. PRIVACY OF COMMUNICATION

24.1 All communications, whether by telephone, e-mail, fax or any other means which are transmitted, undertaken or received using the Company's IT or communications systems ("**Company Systems**") or on the Company's premises will be treated by the Company as work related. The Company Systems are provided for your work use only. You agree that the Company may intercept, record and monitor all communications made by you and your use of the Company Systems without further notice. You should not regard any communications or use as being private.

24.2 The interception, recording and monitoring of communications is intended to protect the Company's business interests; for example, for the purposes of quality control, security of the Company Systems, protection of the Company's confidential information and legitimate business interests, record-keeping and evidential requirements, detection and prevention of criminal activity or misconduct, and to assist the Company in complying with relevant legal requirements.

24.3 The Company and you acknowledge and agree that all communications, data, records and files stored on the Company Systems or on the Company's premises may be used as evidence in disciplinary or legal proceedings.

25. NO WAIVER

The failure of either party to enforce any rights under this Agreement or to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such rights, terms, covenants and conditions, unless such waiver is an express written waiver which has been signed by the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach or any other provision hereof.

26. NOTICES

All notices, reports and statements required or desired to be given under this Agreement will be in writing, in the English language, and will be deemed served and delivered if delivered in person or via e-mail at Youssef.salem@swvl.com.

27. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted for such invalid, illegal or unenforceable provision such other provision as will most nearly accomplish the intent of the parties to the extent permitted by the applicable law.

28. COUNTERPARTS

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

29. DEFINITIONS

"**Affiliate**"	means, with respect to the Company, any other Person directly or indirectly controlling, controlled by, or under common control with the Company. For purposes of this definition, "**control**" shall mean the direct or indirect ownership of a majority shareholding or other ownership interests in the Company and otherwise to direct the management, policies and business affairs of the Company;
"**Commencement Da**te"	has the meaning given in Clause ;1.1
"**Company**"	has the meaning give in pre-amble (1);
"**DWTC**"	means the Dubai World Trade Centre;
"**Labour Law**"	means the applicable labour laws and regulations of the UAE and the DWTC, as amended, modified and supplemented from time to time;
"**Person**"	means (i) an individual, or (ii) without limitation, a company, partnership, joint venture, trust, organisation, government entity or any other corporate body, whether or not having distinct legal personality;
"**Required Work and Residency Approvals**"	has the meaning give in Clause 24.1; and
"**UAE**"	means the United Arab Emirates.

30. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the Labour Law and other applicable laws in force in the UAE. Any dispute that arises under or relates to this Agreement is subject to the exclusive jurisdiction of the Dubai Courts.

/s/ Mostafa Kandil **Date: 30 May 2021**

Signed by Mostafa Kandil, CEO
for and on behalf of
SWVL Global FZE

I acknowledge that I have received a duplicate copy of this Agreement, have read and understood the same, and agree to be bound by all the terms contained in it.

/s/ Youssef Salem **Date: 30 May 2021**

Signed by Youssef Salem

Exhibit 10.12

SWVL INC., 2019 SHARE OPTION PLAN, as amended

EFFECTIVE AS OF JUNE 24, 2019

SWVL INC. SHARE OPTION PLAN

(THE "OPTION PLAN")

SECTION 1. ESTABLISHMENT AND PURPOSE.

The purpose of this Option Plan is to offer persons selected by the Board of Directors of SWVL INC.(the "**Company**") an opportunity to acquire a proprietary interest in the success of the Company, or to increase such interest, by acquiring Shares. This Option Plan provides for the grant of Options to purchase Shares.

Capitalized terms not defined in Section 10 herein bear the meanings ascribed to them in the Company's Articles.

SECTION 2. ADMINISTRATION.

(a) **Committees of the Board of Directors.** The Board of Directors have the option, but not the obligation, to constitute one or more Committees to administer the Option Plan. Each Committee shall consist, as required by applicable law, of two or more members of the Board of Directors appointed by the Board of Directors. Each Committee shall have such authority and be responsible for such functions as the Board of Directors has assigned to it. The Board of Directors may remove any such duly constituted Committees at its discretion at any time and for any reason. If no Committee has been appointed, the entire Board of Directors shall administer the Option Plan. Any reference to the Board of Directors in the Option Plan shall be construed as a reference to the Committee (if any) to whom the Board of Directors has assigned a particular function in accordance with this Section.

(b) **Authority of the Board of Directors.** Subject to the provisions of the Option Plan and the terms of the Shareholders Agreement, the Board of Directors shall have full authority and discretion to take any action(s) it deems necessary or advisable for the administration of the Option Plan. Notwithstanding anything to the contrary in the Option Plan, with respect to the terms and conditions of awards granted to Participants in different jurisdictions, the Board of Directors may vary from the provisions of the Option Plan to the extent it determines it necessary and appropriate to do so. All decisions, interpretations and other actions of the Board of Directors shall be final and binding on all Optionees and all persons deriving their rights from an Optionee.

(c) **Decisions of the Board of Directors and Committees.** All decisions, interpretations and other actions of the Board of Directors or any Committee under the Option Plan shall require the prior written approval of the Preferred Directors in accordance with the Articles.

SECTION 3. ELIGIBILITY.

(a) **General Rule.** Only Employees shall be eligible for the grant of Options, subject to the Board of Director's general discretion to select any such additional eligible persons (who may or may not be Employees). For the avoidance of doubt, the Board of Directors shall have the authority to determine the number, tenor and type of any and all Options allocated or issued in accordance with the Option Plan.

SECTION 4. SHARES SUBJECT TO OPTION PLAN.

(a) **Basic Limitation.** Exhibit A sets forth the maximum number of Shares that may be issued under the Option Plan, subject to Section 3(a), Subsection (b) below and Section 8(a). The number of Shares that are subject to Options or other rights outstanding at any time under the Option Plan may not exceed the number of Shares that then remain available for issuance under the Option Plan. The Company, during the term of the Option Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Option Plan. Shares offered under the Option Plan may be authorized but unissued Shares or treasury Shares.

(b) **Additional Shares.** In the event that Shares previously issued under the Option Plan are reacquired by the Company, such Shares shall be added to the number of Shares then available for issuance under the Option Plan. In the event that Shares that otherwise would have been issuable under the Option Plan are withheld by the Company in payment of the Exercise Price or withholding taxes, such Shares shall remain available for issuance under the Option Plan. In the event that an outstanding Option or other right for any reason expires or is cancelled, the Shares allocable to the unexercised portion of such Option or other right shall be added to the number of Shares then available for issuance under the Option Plan.

SECTION 5. TERMS AND CONDITIONS OF OPTIONS.

(a) **Share Option Agreement.** Each grant of an Option under the Option Plan shall be evidenced by a Share Option Agreement between the Optionee and the Company in a form deemed satisfactory by the Board of Directors. The Option shall be subject to all the terms and conditions of this Option Plan and may be subject to any other terms and conditions that are not inconsistent with the Option Plan and that the Board of Directors deem appropriate for inclusion in a Share Option Agreement. The provisions of the various Share Option Agreements entered into under the Option Plan need not be identical.

(b) **Number and Class of Shares.** Each Share Option Agreement shall specify the number of Shares (such class being designated within the Shareholders Agreement or Articles and/or as may be designated or amended by the Company's Board of Directors from time to time) that are subject to the Option and shall provide for the adjustment of such number in accordance with SECTION 7. For the avoidance of doubt, any and all Shares issued under the Plan shall be non-voting, unless otherwise determined by the Board of Directors.

(c) **Exercise Price.** Each Share Option Agreement shall specify the Exercise Price. The Exercise Price of an Option shall be determined by the Board of Directors in its sole discretion. The Exercise Price shall be payable in a form described in SECTION 6 and shall become due and payable upon the exercise of an Option by an Optionee, unless determined otherwise by the Board of Directors.

(d) **Exercisability.** Each Share Option Agreement shall specify the conditions to exercise and the date when all, or any installment of, the Option is to become exercisable. No Option shall be exercisable unless the Optionee has delivered an executed copy of the Share Option Agreement to the Company by the date specified in such Share Option Agreement. The Board of Directors shall determine the exercisability provisions of the Share Option Agreement at its sole discretion.

(e) **Basic Term.** The Share Option Agreement shall specify the term of the Option. The term shall not exceed 10 years from the Date of Grant. Subject to the preceding sentence, the Board of Directors in its sole discretion shall determine when an Option is to expire.

(f) **Termination of Service (Except by Death).** Subject to subsection (e) below, if an Optionee's Service terminates for any reason other than the Optionee's death, then the Optionee's Options shall expire on the earliest of the following dates:

(i) The expiration date determined pursuant to Subsection (e) above;

(ii) The date three months after the termination of the Optionee's Service for any reason other than Disability, or such earlier or later date as the Board of Directors may determine (but in no event earlier than 30 days after the termination of the Optionee's Service); or

(iii) The date six months after the termination of the Optionee's Service by reason of Disability, or such later date as the Board of Directors may determine.

(g) **Fraud or Dismissal for Cause.** If an Optionee ceases to be employed by the Company or ceases to be an Employee or officer of any Parent or Subsidiary by reason of (i) fraud or (ii) dismissal for cause, all of the Optionee's unexercised Options, whether vested or unvested, shall no longer be exercisable following such termination and the Optionee's Options shall terminate immediately. The Company shall have the option but not the obligation to purchase any Shares then held by the Optionee at the Exercise Price or any other price as determined by the Board of Directors.

The Optionee may exercise all or part of the Optionee's Options at any time before the expiration of such Options under the preceding sentence, but only to the extent that such Options had become exercisable (in accordance with any conditions to exercise specified in this Plan or the Share Option Award Agreement) before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination). The balance of such Options shall lapse when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Options, all or part of such Options may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable (in accordance with any conditions to exercise specified in this Plan or the Share Option Award Agreement) before the Optionee's Service terminated (or became exercisable as a result of the termination) and the underlying Shares had vested before the Optionee's Service terminated (or vested as a result of the termination).

(h) **Leaves of Absence.** For purposes of Subsection (f) above, Service shall be deemed to continue while the Optionee is on a bona fide leave of absence, if such leave was approved by the Company in writing and if continued, crediting of Service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company).

(i) **Death of Optionee.** If an Optionee dies while the Optionee is in Service, then the Optionee's Options shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (e) above; or

(ii) The date 12 months after the Optionee's death, or such earlier or later date as the Board of Directors may determine (but in no event earlier than six months after the Optionee's death).

All or part of the Optionee's Options may be exercised at any time before the expiration of such Options under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired such Options directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that such Options had become exercisable before the Optionee's death (or became exercisable as a result of the death) and the underlying Shares had vested before the Optionee's death (or vested as a result of the Optionee's death). The balance of such Options shall lapse when the Optionee dies.

(j) **Pre-Exercise Restrictions on Transfer of Options.** An Option shall be transferable by the Optionee only (i) by a beneficiary designation under a Family Trust, (ii) by a will, (iii) by the operation of law, or (iv) with the prior written consent of the Board of Directors.

(k) **General Restriction on Transfer.** Without limiting any other provision of this Option Plan or any provision of the Articles, the Optionee may not transfer, sell, pledge or otherwise transfer to a third party any Shares acquired under this Option Plan, or any interest in any such Shares, without the approval of the Board of Directors including the Preferred Directors, and any transfer attempted in violation of this Section 5 (j) shall be null and void and shall not be recognized by the Company. This Section 5 (j) shall not apply (i) where, and to the extent that, the drag-along rights in the Articles are invoked and (ii) where, and to the extent that, the tag-along rights in the Articles are invoked.

(l) **No Rights as a Shareholder.** An Optionee, or a transferee of an Optionee, shall have no rights as a shareholder with respect to any Shares covered by the Optionee's Option until such person becomes entitled to receive such Shares by delivering a notice of exercise and paying the Exercise Price pursuant to the terms of such Option and being entered into the register of members of the Company as a shareholder.

(m) **Modification, Extension and Assumption of Options.** Within the limitations of the Option Plan, the Board of Directors may modify, extend or assume outstanding Options or may accept the cancellation of outstanding Options (whether granted by the Company or another issuer) in return for the grant of new Options or a different type of award for the same or a different number of Shares and at the same or a different Exercise Price (if applicable). The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, impair the Optionee's rights or increase the Optionee's obligations under such Option.

(n) **Compulsory Sale of Shares.** If an Optionee's Service terminates for any reason, the Company (or such person as the Company may in its absolute discretion nominate) may, but shall not be required to, purchase at any time during the period of 12 months following the termination of the Optionee's Service any Shares acquired by an Optionee, or a transferee of an Option, under this Option Plan at the lower of cost (being the aggregate Exercise Price paid by the Optionee to acquire the Shares) and their Fair Market Value and in the event that the Company chooses to purchase the said Shares the Optionee shall be obliged to sell such Shares to the Company and to sign all such documents as may be required to give effect to such sale.

SECTION 6. PAYMENT FOR SHARES.

(a) **General Rule.** The entire Exercise Price of Shares issued under the Option Plan shall be payable in cash or a form of consideration permitted by the BVI Business Companies Act, 2004 (as amended) at the time when such Shares are purchased, except as otherwise provided in this Section 6. In addition, the Board of Directors in its sole discretion may also permit payment through any of the methods described in (b) through (f) below:

(b) **Services Rendered.** Shares may be awarded under the Option Plan in consideration of services rendered to the Company, a Parent or a Subsidiary prior to the award.

(c) **Promissory Note.** All or a portion of the Exercise Price (as the case may be) of Shares issued under the Option Plan may be paid with a full-recourse promissory note. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. Subject to the foregoing, the Board of Directors (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

(d) **Surrender of Shares.** All or any part of the Exercise Price may be paid by the Company redeeming Shares that are already owned by the Optionee. Such Shares shall be redeemed by the Company and shall be valued at their Fair Market Value as of the date when the Option is exercised.

(e) **Exercise/Sale.** If the Shares are publicly traded, all or part of the Exercise Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company.

(f) **Net Exercise.** An Option may permit exercise through a "net exercise" arrangement pursuant to which the Company will reduce the number of Shares issued upon exercise by the largest whole number of Shares having an aggregate Fair Market Value (determined by the Board of Directors as of the exercise date) that does not exceed the aggregate Exercise Price or the sum of the aggregate Exercise Price plus all or a portion of the minimum amount required to be withheld under applicable tax law (with the Company accepting from the Optionee payment of cash or cash equivalents to satisfy any remaining balance of the aggregate Exercise Price and, if applicable, any additional withholding obligation not satisfied through such reduction in Shares); *provided* that to the extent Shares subject to an Option are withheld in this manner, the number of Shares subject to the Option following the net exercise will be reduced by the sum of the number of Shares withheld and the number of Shares delivered to the Optionee as a result of the exercise.

SECTION 7. ADJUSTMENT OF SHARES.

(a) **General.** In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares, a combination or consolidation of the outstanding Shares into a lesser number of Shares, a reclassification, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, proportionate adjustments shall automatically be made in each of (i) the number and kind of Shares available for future grants under Section 4, and (ii) the Exercise Price under each outstanding Option. In the event of a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the Shares, a recapitalization, a spin-off, or a similar occurrence, the Board of Directors at its sole discretion may make appropriate adjustments in one or more of the items listed in clauses (i) through (ii) above. No fractional Shares shall be issued under the Option Plan as a result of an adjustment under this Section 7 (a), although the Board of Directors in its sole discretion may make a cash payment in lieu of fractional Shares.

(b) **Corporate Transactions.** Subject to any provisions in the Optionee's Share Option Agreement, in the event that the Company is a party to a merger or consolidation, or in the event of a sale of all or substantially all of the Company's shares or assets, all Shares acquired under the Option Plan and all Options outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is party, in the manner determined by the Board of Directors, including the Preferred Directors, in its capacity as administrator of the Option Plan, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Options (or all portions of an Option) in an identical manner. The treatment specified in the transaction agreement may include (without limitation) one or more of the following with respect to each outstanding Option:

(i) Continuation of the Option by the Company (if the Company is the surviving corporation).

(ii) Assumption of the Option by the surviving corporation or its parent.

(iii) Substitution by the surviving corporation or its parent of a new option for the Option.

(iv) Cancellation of the Option and a payment to the Optionee with respect to each Share subject to the portion of the Option that is vested as of the transaction date equal to the excess of (A) the value, as determined by the Board of Directors in its absolute discretion, of the property (including cash) received by the holder of a Share as a result of the transaction, over (B) the per-Share Exercise Price of the Option (such excess, the "**Spread**"). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving corporation or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Shares. If the Spread applicable to an Option is zero or a negative number, then the Option may be cancelled without making a payment to the Optionee.

(v) Cancellation of the Option without the payment of any consideration; provided that the Optionee shall be notified of such treatment and given an opportunity to exercise the Option (to the extent the Option is vested or becomes vested as of the effective date of the transaction) during a period of not less than five (5) business days preceding the effective date of the transaction, unless (A) a shorter period is required to permit a timely closing of the transaction and (B) such shorter period still offers the Optionee a reasonable opportunity to exercise the Option. Any exercise of the Option during such period may be contingent upon the closing of the transaction.

(vi) Suspension of the Optionee's right to exercise the Option during a limited period of time preceding the closing of the transaction if such suspension is administratively necessary to permit the closing of the transaction.

(vii) Termination of any right the Optionee has to exercise the Option prior to vesting in the Shares subject to the Option (i.e., "early exercise"), such that following the closing of the transaction the Option may only be exercised to the extent it is vested.

For the avoidance of doubt, the Board of Directors, including the Preferred Directors, have the discretion to accelerate, in whole or part, the vesting and exercisability of an Option or other Option Plan award in connection with a corporate transaction covered by this Section 7(b).

(c) **Reservation of Rights.** Except as provided in this Section 7, a Participant shall have no rights by reason of (i) any subdivision or consolidation of Shares of any class, (ii) the payment of any dividend or (iii) any other increase or decrease in the number of Shares of any class. Any issuance by the Company of Shares of any class, or securities convertible into Shares of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Option. The grant of an Option pursuant to the Option Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 8. MISCELLANEOUS PROVISIONS.

(a) **Securities Law Requirements.** Shares shall not be issued under the Option Plan unless, in the opinion of counsel acceptable to the Board of Directors, the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law.

(b) **No Retention Rights.** Nothing in the Option Plan or in any right or Option granted under the Option Plan shall confer upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Treatment as Compensation.** Any compensation that an individual earns or is deemed to earn under this Option Plan shall not be considered a part of his or her compensation for purposes of calculating contributions, entitlements, accruals or benefits under any other Option Plan or program that is maintained or funded by the Company, a Parent or a Subsidiary.

(d) **Governing Law and Jurisdiction.** This Option Plan and all awards, sales and grants under the Option Plan and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. Any "**Dispute**" (as defined herein) arising out of or in connection with this Option Plan shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai. The language to be used in the arbitral proceedings shall be English. For the purposes of this clause, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Option Plan, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Option Plan or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Option Plan.

(e) **Conditions and Restrictions on Shares.** Shares issued under the Option Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions and such other terms and conditions as the Board of Directors, including the Preferred Directors, may determine. Such conditions and restrictions shall be set forth in the applicable Option Agreement and/or the Articles and shall apply in addition to any restrictions that may apply to holders of Shares generally. In addition, Shares issued under the Option Plan shall be subject to conditions and restrictions imposed either by applicable law or by Company policy, as adopted from time to time, designed to ensure compliance with applicable law or laws with which the Company determines in its sole discretion to comply including in order to maintain any statutory, regulatory or tax advantage provided that such restrictions and conditions are reflected in the Articles.

(f) Tax Matters.

(i) As a condition to the award, grant, issuance, vesting, purchase, exercise or transfer of any award, or Shares issued pursuant to any award, granted under this Option Plan, the Participant shall make such arrangements as the Board of Directors may require or permit for the satisfaction of any applicable withholding tax obligations that may arise in connection with such event.

(ii) Neither the Company nor any member of the Board of Directors shall have any liability to a Participant in the event an award held by the Participant fails to achieve its intended characterization under applicable tax law.

SECTION 9. DURATION AND AMENDMENTS.

(a) **Term of the Option Plan.** The Option Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors. The Option Plan shall terminate automatically 10 years after the later of (i) the date when the Board of Directors adopted the Option Plan or (ii) the date when the Board of Directors, including the Preferred Directors, approved the most recent increase in the number of Shares reserved under Section 4 that was also approved by the Company's shareholders. The Option Plan may be terminated on any earlier date pursuant to Subsection (b) below.

(b) **Right to Amend or Terminate the Option Plan.** Subject to Subsection (c) below, the Board of Directors, including the Preferred Directors, may amend, suspend or terminate the Option Plan and all or any of the Options issued under same at any time and for any reason.

(c) **Effect of Amendment or Termination.** No Shares shall be issued or sold and no Option granted under the Option Plan after the termination thereof, except upon exercise of an Option (or any other right to purchase Shares) granted under the Option Plan prior to such termination. The termination of the Option Plan, or any amendment thereof, shall not affect any Share previously issued or any Option previously granted under the Option Plan.

SECTION 10. DEFINITIONS.

(a) "**Affiliate**" means, with respect to any specified corporate entity, any other person, that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, the entity specified. In relation to any natural person, the spouse, parents, siblings and direct descendants of such persons or any corporate person which such natural person (or the spouse, parents, siblings and direct descendants of such persons) person Controls;

(b) "**Articles**" means the Memorandum and Articles of Association of the Company, as amended from time to time.

(c) "**Board of Directors**" means the Board of Directors of the Company (including for the avoidance of doubt the affirmative vote of the Preferred Directors in accordance with the Articles) as constituted from time to time.

(d) "**Committee**" means a committee of the Board of Directors, as described in Section 2(a).

(e) "**Company**" means SWVL Inc., a BVI registered company with registered address Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands.

(f) "**Date of Grant**" means the date of grant specified in the applicable Share Option Agreement, which date shall be the later of (i) the date on which the Board of Directors resolved to grant the Option or (ii) the first day of the Optionee's Service.

(g) "**Disability**" means that the Optionee is, in the reasonable opinion of the Board of Directors, unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(h) "**Employee**" means any individual who is an employee, consultant, advisor and/or director of the Company, a Parent or a Subsidiary.

(i) "**Exercise Price**" means the amount for which one vested Share may be purchased upon exercise of an Option, as specified by the Board of Directors in the applicable Share Option Agreement.

(j) "**Fair Market Value**" means the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(k) "**Family Trust**" means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being or may in future be vested in any person other than the person establishing the trust and his immediate family.

(l) "**Option**" means an option granted under the Option Plan and entitling the holder to purchase Shares.

(m) "**Optionee**" means a person who holds an Option.

(n) "**Parent**" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Option Plan shall be considered a Parent commencing as of such date.

(o) "**Participant**" means an Optionee.

(p) "**Preferred Director(s)**" means the preferred directors of the Company as reflected in Shareholders Agreement and Articles.

(q) "**Service**" means service as an Employee.

(r) "**Share**" means a Common Shares B share issued or to be issued by the Company.

(s) "**Shareholder**" means a shareholder of the Company.

(t) "**Shareholders Agreement**" means the Amended and Restated Shareholders Agreement in relation to the Company dated 12 February 2019, or any amendments and/or restatements thereof.

(u) "**Share Option Agreement**" means the agreement between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to the Optionee's Option.

(v) "**Subsidiary**" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Option Plan shall be considered a Subsidiary commencing as of such date.

Exhibit 10.13

AMENDMENT TO THE
SWVL INC., 2019 SHARE OPTION PLAN

This Amendment (this "Amendment") to the Swvl Inc. (the "Company") 2019 Share Option Plan (the "2019 Plan"), as previously amended, is dated July 28, 2021. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the 2019 Plan.

WHEREAS, pursuant to Section 9 (entitled "Duration and Amendments") of the 2019 Plan, the Board of Directors is authorized to amend the 2019 Plan.

NOW, THEREFORE, BE IT RESOLVED, the 2019 Plan is hereby amended, effective as of the date hereof, as follows:

1. Section 5(n) (entitled "Compulsory Sale of Shares") is hereby replaced in its entirety with the following:

"(n) **Compulsory Sale of Shares**. If an Optionee's Service terminates, the Company (or such person as the Company may in its absolute discretion nominate) may, but shall not be required to, purchase at any time during the period of 12 months following the termination of the Optionee's Service (the "**Company Purchase Option**") (i) pursuant to Section 5(g) (entitled "Fraud or Dismissal for Cause") or such Optionee's Covenant Breach, any vested or unvested Shares acquired by such Optionee, or a transferee of an Option awarded to such Optionee, under this Option Plan, at the lower of cost and the Fair Market Value of such Share, and (ii) other than pursuant to the foregoing clause (i), any unvested Shares acquired by an Optionee, or a transferee of an Option awarded to such Optionee, under this Option Plan, at the Fair Market Value of such Share, unless such Fair Market Value is lower than cost, in which case such repurchase shall be at cost. In the event the Company (or such person as the Company may in its absolute discretion nominate) exercises the Company Purchase Option, the Optionee shall be obliged to sell such Shares to the Company and to sign all such documents as may be required to give effect to such sale. Notwithstanding anything to the contrary in this Section 5(n), the Company Purchase Option or similar right set forth in any Share Option Award Agreement or other award agreement entered into pursuant to this Option Plan may only be exercised prior to the consummation of a Corporate Transaction."

2. The following shall be added as Section 5(o) of the 2019 Plan:

"(o) **Termination Prior to a Corporate Transaction**. Notwithstanding anything to the contrary in any Share Option Award Agreement or other award agreement entered into pursuant to this Option Plan, to the extent an Optionee's Service terminates (other than by reason of fraud or for cause pursuant to Section 5(g) (entitled

"Fraud or Dismissal for Cause")) prior to a Corporate Transaction, any Option that is vested and held by such Optionee as of termination of the Optionee's Service shall remain outstanding until the three-month anniversary (the "**Corporate Transaction Termination Event**") of such Corporate Transaction unless forfeited before such Corporate Transaction Termination Event due to the earliest of (i) such Optionee's termination by reason of fraud or for cause pursuant to Section 5(g) (entitled "Fraud or Dismissal for Cause"), (ii) such Optionee's Covenant Breach and (iii) expiration date of such Option as set forth in Section 5(e) (entitled "Basic Term"). For the avoidance of doubt, no Option held by an Optionee whose Service terminates prior to a Corporate Transaction shall be forfeited pursuant to Section 5(f) (entitled "Termination of Service (Except by Death)") or Section 5(h) (entitled "Death of Optionee") until the earliest of (x) the expiration date of such Option as set forth in Section 5(e) (entitled "Basic Term"), (y) a Corporate Transaction Termination Event and (z) the Optionee's Covenant Breach."

3. Section 6(c) (entitled "Promissory Note") is hereby amended by adding the following as a third sentence to such section:

"Notwithstanding anything to the contrary in the immediately preceding two sentences, no portion of the Exercise Price of Shares issued under the Option Plan may be paid with a full-recourse promissory note if (i) any shares of the Company are traded on an internationally-recognized public stock market or exchange (including NASDAQ and the New York Stock Exchange), including as a result of a Corporate Transaction or (ii) such a note would otherwise result in a violation of Section 402 of the U.S. Sarbanes-Oxley Act of 2002, as amended from time to time."

4. The following shall be added to Section 10 (entitled "Definitions") of the 2019 Plan:

'"**Corporate Transaction**' means any of the transactions referenced in Section 7(b) (entitled 'Corporate Transactions') of this Option Plan, consisting, for the avoidance of doubt, of a transaction whereby the Company is party to (a) a merger or consolidation or sale, in each case, involving all or substantially all of the Company's shares or assets, or (b) an initial public offering of the Company (including as a result of a merger, combination or consolidation with a special purpose acquisition company or other transaction pursuant to which shares of the Company or an entity that wholly owns the Company become traded on an internationally-recognized public stock market or exchange (including NASDAQ and the New York Stock Exchange), whether through direct listing or otherwise).

‘**Covenant Breach**’ means an Optionee’s material breach of any restrictive covenant (including, but not limited to, any non-solicitation, non-competition and confidentiality covenant) set forth in any employment agreement or other written agreement by and between the Optionee and the Company or any of its Subsidiaries.”

5. Exhibit A to the 2019 Plan is replaced in its entirety with Exhibit A to this Amendment.

6. Any Option that was previously vested and deemed expired under the 2019 Plan, but which would have remained outstanding due to Section 2 of this Amendment, shall remain outstanding without giving any effect to such deemed expiration.

7. In all other respects, the 2019 Plan shall remain unchanged except as set forth in this Amendment.

[*Signature Page Immediately Follows*]

IN WITNESS WHEREOF, the Company has executed the Amendment as of the date first written above.

SWVL INC.

By /s/ Mostafa Kandil
Name: Mostafa Kandil
Title: Chief Executive Officer

Exhibit A

Shares Reserved for Issuance Under the Swvl Inc. 2019 Share Option Plan

6,115 Common Shares B are authorized to be issued under Swvl Inc. 2019 Share Option Plan.

Exhibit 10.14

SWVL INC., 2019 SHARE OPTION PLAN

SHARE OPTION AGREEMENT

The Optionee is hereby granted the following Option (the "**Option**") to purchase Shares in SWVL Inc. pursuant to the SWVL Inc., 2019 Share Option Plan (the "**Plan**"):

Name of Optionee: [ ]

Maximum Number and class of Shares under Option: [ ] Common Shares B

Exercise Price per Share: [ ]

Date of Grant: [ ]

Vesting Commencement Date: [ ]

SECTION1. GRANT AND VESTING OF OPTION.

(a) This Option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms used but not defined in Section 13 of this Agreement shall have the same meaning as defined in the Plan.

(b) [Subject to Clause 1(c) below,] This Option will vest at the rate of:-

(i) 25% of the Maximum Number of Shares on the one-year anniversary of the Vesting Commencement Date;

(ii) the remaining 75 per cent. to vest yearly over the next three years, 25 per cent. to vest at the end of each year,

provided that the Board may, in its sole discretion, accelerate vesting at any time, including in connection with a merger, consolidation, sale of assets or other change in Control of the Company

(c) In the event of a merger, consolidation, sale of assets or other change in Control of the Company which results in the Optionee having his or her employment terminated without cause or constructively terminated within one year after such event, the Optionee shall be entitled to one additional year of vesting.

(d) [Notwithstanding that some or all of the Option may have vested, unless the Board determines otherwise, it will not be exercisable until the occurrence of a merger, consolidation, sale of assets or other change in Control of the Company or otherwise in accordance with the terms of the Plan.[]

SECTION2. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this Option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.

SECTION3. EXERCISE PROCEDURES.

(a) **Notice of Exercise.** The Optionee or the Optionee's representative may exercise this Option by giving written notice to the Company pursuant to Section 10(c). The notice shall specify the election to exercise this Option, the number of Shares for which it is being exercised and the form of payment. The person exercising this Option shall sign the notice. In the event that this Option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative's right to exercise this Option. The Optionee or the Optionee's representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 4 for the full amount of the Purchase Price.

(b) **Issuance of Shares.** After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this Option has been exercised and shall cause the register of members of the Company to be updated. Such Shares shall be registered (i) in the name of the person exercising this Option, (ii) in the names of the trustees of any Family Trust of the person exercising this Option, or (iii) in the name of any other person requested by the person exercising this Option with the consent of the Board of Directors.

(c) **Withholding Taxes.** In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this Option, the Optionee, as a condition to the exercise of this Option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the disposition of Shares purchased by exercising this Option.

SECTION4. PAYMENT FOR SHARES.

(a) **Cash.** All or part of the Purchase Price may be paid in cash or a form of consideration permitted by the BVI Business Companies Act, 2004 (as may be amended from time to time).

(b) **Surrender of Shares.** At the discretion of the Board of Directors, all or any part of the Purchase Price may be paid by the Company redeeming Shares that are already owned by the Optionee. Such Shares shall be redeemed by the Company and shall be valued at their Fair Market Value as of the date when this Option is exercised.

(c) **Exercise/Sale.** At the discretion of the Board of Directors, all or part of the Purchase Price and any withholding taxes may be paid by the delivery (in a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Shares then are publicly traded and (ii) such payment does not violate applicable law.

SECTION5. TERM AND EXPIRATION.

(a) **Basic Term.** Subject to any earlier exercise in accordance with the Plan, this Option shall expire 10 years after the Date of Grant.

(b) **Termination of Service.** The Plan sets out the terms on which this Option shall lapse and cease to be exercisable in connection with Optionee's termination of service.

SECTION6. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this Option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under applicable law(s) if required or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any share exchange or other securities market on which Shares are listed has been satisfied; and

(c) Any other applicable provision of applicable law(s) has been satisfied.

SECTION7. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION8. RESTRICTIONS ON TRANSFER OF SHARES.

(a) **General Restriction on Transfer.** Without limiting any other provision of this Agreement or any provision of the Articles, the Optionee may not sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in any such Shares, without the approval of the Board of Directors, and any transfer attempted in violation of this Section SECTION 8(a) shall be null and void and shall not be recognized by the Company. This Section SECTION 8(a) shall not apply (i) where, and to the extent that, the drag-along rights in the Articles are invoked and (ii) where, and to the extent that, the tag-along rights in the Articles are invoked.

(b) **Compulsory Sale of Shares.** If an Optionee's Service terminates for any reason, the Company (or such person as the Company may in its absolute discretion nominate) may, but shall not be required to, purchase at any time during the period of 12 months following the termination of the Optionee's Service any Shares acquired by an Optionee, or a transferee of an Option, upon exercise of this Option at their Fair Market Value.

(c) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under the Plan have been registered or qualified under applicable law(s), the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on share certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with securities laws or any other law.

(d) **Legends.** All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT PROHIBITS THE TRANSFER OF SHARES WITHOUT THE CONSENT OF THE COMPANY'S BOARD OF DIRECTORS. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

(e) **Removal of Legends.** If, in the opinion of the Company and its counsel, any legend placed on a share certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(f) **Administration.** Any determination by the Company and its counsel in connection with any of the matters set forth in this Section SECTION 8 shall be conclusive and binding on the Optionee and all other persons.

SECTION9. ADJUSTMENT OF SHARES.

In the event of any transaction described in Section 7(a) of the Plan, the terms of this Option (including, without limitation, the number and kind of Shares subject to this Option and the Exercise Price) shall be adjusted as set forth in Section 7 (a) of the Plan. In the event that the Company is a party to a merger or consolidation or in the event of a sale of all or substantially all of the Company's shares or assets, this Option shall be subject to the treatment provided by the Board of Directors, as provided in Section 7(b) of the Plan.

SECTION10. MISCELLANEOUS PROVISIONS.

(a) **Rights as a Shareholder.** Neither the Optionee nor the Optionee's representative shall have any rights as a shareholder with respect to any Shares subject to this Option until the Optionee or the Optionee's representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price.

(b) **No Retention Rights.** Nothing in this Option or in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice.** Any notice required by the terms of this Agreement shall be given in writing delivered by email. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(d) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Optionee and by an authorized officer of the Company (other than the Optionee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) **Entire Agreement.** The Notice of Share Option Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(f) **Plan Discretionary.** The Optionee understands and acknowledges that (i) the Plan is entirely discretionary, (ii) the Company and the Optionee's employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the grant of an Option does not in any way create any contractual or other right to receive additional grants of Options (or benefits in lieu of Options) at any time or in any amount and (iv) all determinations with respect to any additional grants, including (without limitation) the times when Options will be granted, the number of Shares offered, the Exercise Price and the vesting schedule, will be at the sole discretion of the Company.

(g) **Extraordinary Compensation.** The value of this Option shall be an extraordinary item of compensation outside the scope of the Optionee's employment contract, if any, and shall not be considered a part of his or her normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(h) **Termination of Service.** The Optionee understands and acknowledges that participation in the Plan ceases upon termination of his or her Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

(i) **Authorization to Disclose.** The Optionee hereby authorizes and directs the Optionee's employer to disclose to the Company or any Subsidiary any information regarding the Optionee's employment, the nature and amount of the Optionee's compensation and the fact and conditions of the Optionee's participation in the Plan, as the Optionee's employer deems necessary or appropriate to facilitate the administration of the Plan.

(j) **Personal Data Authorization.** The Optionee consents to the collection, use and transfer of personal data as described in this Subsection (j). The Optionee understands and acknowledges that the Company, the Optionee's employer and the Company's other Subsidiaries hold certain personal information regarding the Optionee for the purpose of managing and administering the Plan, including (without limitation) the Optionee's name, home address, telephone number, date of birth, social insurance number, salary, nationality, job title, any Shares or directorships held in the Company and details of all Options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor (the "Data"). The Optionee further understands and acknowledges that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purpose of implementation, administration and management of the Optionee's participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. The Optionee understands and acknowledges that the recipients of Data may be located in the United States or elsewhere. The Optionee authorizes such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering the Optionee's participation in the Plan, including a transfer to any broker or other third party with whom the Optionee elects to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Optionee's behalf. The Optionee may, at any time, view the Data, require any necessary modifications of Data or withdraw the consents set forth in this Subsection (j) by contacting the Human Resources Department of the Company in writing.

(k) **Governing Law and Jurisdiction.** The Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. Any "Dispute" (as defined herein) arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai. The language to be used in the arbitral proceedings shall be English. For the purposes of this clause, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Agreement, or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.

SECTION11. ACKNOWLEDGEMENTS OF THE OPTIONEE.

(a) **Tax Consequences.** The Optionee agrees that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes the Optionee's tax liabilities. The Optionee shall not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from this Option or the Optionee's other compensation. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors.

(b) **Electronic Delivery of Documents.** The Optionee agrees to accept by email all documents relating to the Company, the Plan or this Option and all other documents that the Company is required to deliver to its security holders. The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email of their availability. The Optionee acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with his or her ability to access the documents. This consent shall remain in effect until this Option expires or until the Optionee gives the Company written notice that it should deliver paper documents.

(c) **No Notice of Expiration Date.** The Optionee agrees that the Company and its officers, employees, attorneys and agents do not have any obligation to notify him or her prior to the expiration of this Option pursuant to Section 5, regardless of whether this Option will expire at the end of its full term or on an earlier date related to the termination of the Optionee's Service. The Optionee further agrees that he or she has the sole responsibility for monitoring the expiration of this Option and for exercising this Option, if at all, before it expires. This Subsection (c) shall supersede any contrary representation that may have been made, orally or in writing, by the Company or by an officer, employee, attorney or agent of the Company.

SECTION12. DEFINITIONS

(a) "**Agreement**" shall mean this Share Option Agreement.

(b) "**Articles**" shall mean the Memorandum and Articles of the Company, as amended from time to time.

(c) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(d) "**Committee**" shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.

(e) "**Company**" means SWVL Inc., a BVI registered company with registered address Maples Corporate Services (BVI) Limited of Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands.

(f) "**Disability**" shall mean that the Optionee is, in the reasonable opinion of the Board of Directors, unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(g) "**Employee**" shall mean any individual who is an employee of the Company, a Parent or a Subsidiary.

(h) "**Exercise Price**" shall mean the amount for which one vested Share may be purchased upon exercise of this Option, as specified in the Notice of Share Option Grant.

(i) "**Fair Market Value**" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(j) "**Family Trust**" means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being or may in future be vested in any person other than the person establishing the trust and his immediate family.

(k) "**Parent**" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns share possessing 50% or more of the total combined voting power of all classes of share in one of the other corporations in such chain.

(l) "**Purchase Price**" shall mean the Exercise Price multiplied by the number of Shares with respect to which this Option is being exercised.

(m) "**Service**" shall mean service as an Employee.

(n) "**Share**" means a Common Shares B share issued or to be issued by the Company.

(o) **"Shareholder"** means a shareholder of the Company.

(p) "**Subsidiary**" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns share possessing 50% or more of the total combined voting power of all classes of share in one of the other corporations in such chain.

(q) "**Transferee**" shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

Exhibit 23.1

Grant Thornton

Audit and Accounting Limited (BVI)

Rolex Tower, Level 23

Sheikh Zayed Road

P.O. Box 1620

Dubai, UAE

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated September 24, 2021 with respect to the consolidated financial statements of Swvl Inc. contained in the Registration Statement and proxy statement/prospectus. We consent to the use of the aforementioned report in the Registration Statement and proxy statement/prospectus, and to the use of our name as it appears under the caption "Experts."

/s/ Grant Thornton Audit and Accounting Limited (BVI)
Dubai, United Arab Emirates
September 24, 2021

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We hereby consent to the use in this Prospectus constituting a part of this Registration Statement on Form F-4 of our report dated March 29, 2021, relating to the financial statements of Queen's Gambit Growth Capital, which is contained in that Prospectus. We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ WithumSmith+Brown, PC

New York, New York
September 24, 2021

Exhibit 99.2

GUGGENHEIM

GUGGENHEIM SECURITIES, LLC
330 MADISON AVENUE
NEW YORK, NEW YORK 10017
GUGGENHEIMPARTNERS.COM

September 24, 2021

The Board of Directors
Queen's Gambit Growth Capital
55 Hudson Yards, 44th Floor
New York, NY 10011

Re: Consent for Fairness Opinion Disclosure

Members of the Board:

Guggenheim Securities, LLC ("Guggenheim Securities") hereby consents to (i) the inclusion of our opinion letter dated July 28, 2021 (the "Opinion") to the Board of Directors of Queen's Gambit Growth Capital ("GMBT") as Annex E to the proxy statement/prospectus that is being filed on or promptly after the date hereof with the Securities and Exchange Commission in connection with the proposed business combination transaction involving Pivotal Holdings Corp., Swvl Inc., GMBT, Pivotal Merger Sub Company I and Pivotal Merger Sub Company II Limited, which proxy statement/prospectus forms a part of the Registration Statement on Form F-4 of Pivotal Holdings Corp that is being filed on or promptly after the date hereof with the Securities and Exchange Commission, (ii) the references therein to Guggenheim Securities and (iii) the inclusion therein of (a) the summaries of and excerpts from the Opinion, (b) the description of certain financial analyses underlying the Opinion and (c) certain terms of our engagement by GMBT.

By giving such consent, Guggenheim Securities does not thereby admit that we are experts with respect to any part of such proxy statement/prospectus within the meaning of the term "expert" as used in, or that we come within the category of persons whose consent is required under, the Securities Act of 1933 or the Securities Exchange Act of 1934, each as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

GUGGENHEIM SECURITIES, LLC

By: /s/ John Welsh
John Welsh
Senior Managing Director

Exhibit 99.3

Consent to be Named as a Director

In connection with the filing by Pivotal Holdings Corp of the Registration Statement on Form F-4 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named in the Registration Statement and any and all amendments and supplements thereto as a member of the board of directors of Pivotal Holdings Corp following the consummation of the business combination. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: September 24, 2021

/s/ Esther Dyson
Esther Dyson

Exhibit 99.4

Consent to be Named as a Director

In connection with the filing by Pivotal Holdings Corp of the Registration Statement on Form F-4 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named in the Registration Statement and any and all amendments and supplements thereto as a member of the board of directors of Pivotal Holdings Corp following the consummation of the business combination. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: September 24, 2021

/s/ Lone Fonss Schroder

Lone Fonss Schroder

Exhibit 99.5

Consent to be Named as a Director

In connection with the filing by Pivotal Holdings Corp of the Registration Statement on Form F-4 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named in the Registration Statement and any and all amendments and supplements thereto as a member of the board of directors of Pivotal Holdings Corp following the consummation of the business combination. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: September 24, 2021

/s/ Victoria Grace

Victoria Grace